CITY OF CLARKSTON
where possibilities grow
3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:
Debra Johnson-Vice Mayor
Jamie Carroll *Susan Hood*
Yterenickia Bell *Mark Perkins*
Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

May 7, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   To approve the following meeting minutes:
   A. 04/02/2024 – City Council Meeting

4. **REPORTS**
   A. Planning/Economic and Development Report
   B. City Manager's Report
   C. City Attorney's Report
   D. Council Remarks
   E. Mayor's Report

5. **PUBLIC COMMENTS**
   Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.

6. **OLD BUSINESS**
   A. To consider for approval Ordinance No.493 amending Chapter 3 of the Code regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.
   B. To consider for approval Ordinance No.496 amending Chapter 2 of the city code, regarding administration, to establish a new procurement policy, and for other purposes.

7. **CONSENT AGENDA**
   A. To consider for approval Ordinance No.494 to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.
   B. To consider for approval Ordinance No.495 to amend the Chapter 2 of the city code, regarding administration, to delegate to the city manager the authority to purchase goods and services and to enter into contracts on behalf of the city, subject to certain conditions and limitations.
   C. To consider for approval a proclamation designating May 10th as Mayor's Book Club Day.
   D. To consider for approval a proclamation designating May 10th as Kids' Day.

CITY OF CLARKSTON
where possibilities grow

E. To consider for approval a resolution authorizing an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of $3,500 monthly for 3 to 6 months.

F. To consider for approval a resolution to renew GIRMA Property & Liability Coverage for the policy period 5/1/2024-4/30/2025 through the GMA Property & Liability Self Insurance Program funded through the General Fund Budget.

G. To consider for approval the uses of the National Opioid Settlement Distributions in the amount of $7,757.76 received by the city.

H. To consider for approval a resolution to Implement an Increase of FY2024 Sanitation Assessment fee to $317 that was approved at the February 6, 2024, City Council meeting to cover cost of residential garbage and recycling services for FY2024.

I. To consider for approval a contract with Integrated Science & Engineering (ISE) Scope of Work for MS4 Permitting; in the amount of $10,500 to be funded from the Storm Water Enterprise Program.

8. NEW BUSINESS

A. To consider for approval the SPLOST II projects list and changes recommended by the Housing and Infrastructure and Transportation and Environment committees.

B. To consider for approval a Lease Agreement with G&I X Industrial GA LLC for the Lease of Approximately 27,510 sq/ft of Office Space at the Property Known as 736 Park North for Use as City Administrative Space for a Term of 62 Months.

C. To consider for approval a Contract with Paryani Construction, Inc., a Georgia Statewide Contract Number 99999-SPD-520200901-0020 and the Gordian Construction Contract Number GA-A07-040820-PAR under the Sourcewell Contract Number, for the design work to renovate some areas within the building located at 736 Park North for Use as City Administrative Space for a term of six months in an amount not to exceed $108,000.

D. To consider for approval a Contract with Southern Computer Warehouse, Inc. (SCW, Inc), a Georgia Statewide Contract Number 99999-SD-0000172-014, to provide a security system for the new proposed City Administrative Space located at 736 Park North for a term of six months in an amount not to exceed $126,000.

9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, May 7, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_NWqCHsFiTmewlRlJum1ONw After registering, you will receive a confirmation email containing information about joining the webinar.

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, APRIL 2, 2024

On the 2nd day of April 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Awet Eyasu; Jamie Carroll; Susan Hood; Yterenickia Bell; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Melissa L. Peñate (Interim City Clerk); and Irene Vander (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
   The meeting was called to order at 7:00 p.m.

   Councilmember Perkins motioned to modify item 7A to "Approved referring the matter of the status and appointment to the City Council Task Forces to the Development and Civic Engagement Standing Advisory Committee, seconded by Vice Mayor Johnson. Mayor Burks called for the vote and declared the motion approved (5-0).

2. ROLL CALL
   All Councilmembers were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
   A. To approve minutes the following meetings:
      - 03/05/2024 – City Council Meeting
      - 03/26/2024 – City Council Work Session
      - 03/26/2024 – Executive Session Meeting

   Vice Mayor Johnson made a motion to approve the following meeting minutes: 03/05/2024 – City Council Meeting, 03/26/2024 - City Council Work Session, and 03/26/2024 – Executive Session Meeting, seconded by Councilmember Carroll. Mayor Burks called for the vote and declared the motion approved (4-0-1), Councilmember Hood abstained.

4. REPORTS
   A. Planning/Economic and Development Report.
      - Provided an update from the Planning & Economic Development department and the Public Works Department and the Transportation & Environmental Committee Meeting

- There was discussion about the 13 recommendations that were given to the committees regarding the Bracket Triangle Park. Recommendations were provided.
- Designing a Clarkston 101 program to equip residents, businesses and partners with tools on how residents can become leaders of our community, how to do business in the city and bring our business partners together.
- The Church Street monument sign issues are being corrected.

B. City Manager's Report
- Interim City Manager, Tammi Saddler Jones gave an update on the following:
  - Smith Street Park – Will Johnston, CEO of Microlife, will work with a group of volunteers to begin to put plans into motion around Earth Day. Public Works will do some seating in the park as well.
  - Food Giveaway – April 6, 2024, at a new location at City Hall beginning at 10:00 a.m. There will be 300 boxes of food. First come first serve.
  - The City of Clarkston has partnered with Dekalb Pro Bono to offer free legal services to low-income tenants facing a variety of issues. For more information call 470-386-9979.
  - Juneteenth event will be on Saturday, June 15, 2024, from 10 a.m. to 3 p.m. at Market Village.
  - Vendors interested in participating in the Juneteenth event please contact Jacob Bouie at jbouie@cityofclarkston.com, or Yolanda McGee at ymcgee@cityofclarkston.com .
  - Food Giveaway – June 15, 2024 beginning at 10 a.m. More information to come.

C. City Attorney's Report
- No report.

D. Council Remarks
- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report
- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS
The following citizens presented comments to the Mayor and Council: Eric Davis and Sean Waters.

6. OLD BUSINESS
No items discussed.

7. CONSENT AGENDA

A. Approved referring the matter of the status and appointment to the City Council Task Forces to the Community Development and Civic Engagement Standing Advisory Committee.
C. Adopt Resolution No.2024-016 by the Clarkston City Council to declare a vacancy in the office of the Councilmember and to call a Special Called Election to fill the unexpired term of former Councilmember Awet Eyasu.
D. Adopt Resolution No. 2024-017 Authorizing, Among Other Things, Amending the FY2023 Operating Budget from $12,357,457 to $12,469,977.
E. Adopt Resolution No. 2024-018 to approve a renewed contract with Sears Pool Management Consultants, Incorporated in the amount of $75,825, to be funded out of the Parks Budget, for lifeguard and pool management services for Milam Pool.
F. Approve Resolution No.2024-019 to Declare Certain Vehicles to be Surplus Property.
G. Approve a contract with Russell Landscaping for Streetscape Right-of-Way Mowing and CSX Right-of-Way Mowing in the amount of $70,000 to be funded out of the 40-4000-523140.
H. Approve the purchase of white and yellow roadway reflectors to be installed on a section of East Ponce de Leon to improve traffic safety in the amount of $10,000 to be funded out of SPLOST.
I. Approve Resolution No.2024-020 designating the City Clerk as Open Records Officer.
J. Approve Resolution No.2024-021 designating "Georgia Cities Week" from April 21 to April 27, 2024.

Motion to move item 7B to new business to 8F was made by Councilmember Perkins, seconded by Councilmember Carroll. Mayor Burks called for the vote and declared the motion approved (4-0).

Councilmember Perkins made a motion to approve the Consent Agenda, seconded by Vice Mayor Johnson. Mayor Burks called for the vote and declared the motion approved (5-0).

8. NEW BUSINESS
A. Approve Ordinance No.496 amending Chapter 2 of the City Code regarding Administration to delegate to the City Manager the Authority to Purchase Goods and Services and to Enter Into contracts on Behalf of the City, Subject to Certain Conditions and Limitations.

This item was presented as a discussion for the Mayor and Council. It will be discussed further at the April 30th work session.

B. Adopt Ordinance No.497 to repeal existing and adopt new Article III of Chapter 5 of the City's Code regarding Floodplain Management and Flood Damage Prevention.

Motion to adopt Ordinance no.497 to repeal existing and adopt new Article III of Chapter 5 of the City's Code regarding Floodplain management and Flood Damage Prevention was made by Councilmember Hood, seconded by Councilmember Perkins. Mayor Burks called for the vote and declared the motion approved (5-0).

C. Adopt Resolution No.2024-22 to allocate and amount not to exceed $60,000 from the SPLOST Fund to Demolish the 40 Oaks Nature Preserve Farm House.

Motion to adopt Resolution No.2024-22 to allocate and amount not to exceed $60,000 from the SPLOST Fund to Demolish the 40 Oaks Nature Preserve Farm House was made by Vice Mayor Johnson, seconded by Councilmember Bell. Mayor Burks called for the vote and declared the motion approved (5-0).

D. Adopt Ordinance No.498 to Amend Chapter 16 of the City Code, regarding Streets, to enact a Street Name Change Procedure.

Motion to adopt Ordinance No.498 to amend Chapter 16 of the City Code, regarding Streets, to enact a Street name Change Procedure was made by Vice Mayor Johnson, seconded by Councilmember Bell. Mayor Burks called for the vote and declared the motion approved (5-0).

E. Adopt Resolution No.2024-023 repealing Council Chambers Capacity Limit.

Motion to adopt resolution No. 2024-023 repealing Council Chamber Capacity Limit was made by Councilmember Bell, seconded by Councilmember Perkins. Mayor Burks called for the vote and declared the motion approved (5-0).

F. Adopt Ordinance No. 495 by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

Move to defer adoption of Ordinance No.495 by the City of Clarkston to amend the City Charter to authorize the City Manager to purchase certain goods and services and to enter into certain contracts on behalf of the City to our next regular scheduled work session and council meeting was made by Councilmember Perkins, seconded by Councilmember Bell. Mayor Burks called for the vote and declared the motion approved (5-0).

9. ADJOURNMENT

Councilmember Carroll made a motion to adjourn. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting was adjourned at 8:30 p.m.

ATTEST:

Melissa L. Peñate	Beverly H. Burks
Interim City Clerk	Mayor

CITY OF CLARKSTON

CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 7, 2024

ITEM NO: 6A

HEARING TYPE:
City Council

ACTION TYPE:
Approval

SUBJECT: To consider for approval Ordinance No.493 amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT: Yyerenickia Bell, City Council
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve an ordinance amending Chapter 3 of the Code, regarding alcoholic beverages, to allow "late night sales" for consumption on the premises subject to certain conditions.

NEED/ IMPACT: Allowing "late night sales" for consumption on the premises subject to certain conditions.

RECOMMENDATION: N/A

ORDINANCE NO. 24-493

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE, REGARDING ALCOHOLIC BEVERAGES, TO ALLOW "LATE NIGHT SALES" FOR CONSUMPTION ON THE PREMISES SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, the City Council has determined that "late night sales" of alcohol for consumption on the premises, as defined herein, present an important economic opportunity for businesses located within the City; and

WHEREAS, the City Council has determined that certain conditions must be met by licensed alcohol vendors in order to protect public safety during the "late night sales" period.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 3 of the City's Code of Ordinances, concerning the sale of alcohol within the City of Clarkston, be amended as follows:

Section 1.

New Code Section 3-34 is hereby adopted, to read as follows:

"**Sec. 3-34. Late night alcohol sales for consumption on premises.**

(a) In addition to the permissible hours for sales of alcoholic beverages for consumption on the premises set out in Section 3-29, businesses licensed to sell alcohol for consumption on premises may also make such sales during the following hours, subject to the conditions set forth this section:

(1) Monday, Tuesday, Wednesday, Thursday and Friday mornings between 1:56 a.m. and 4:00 a.m.; and
(2) Saturday morning between 2:51 a.m. and 4:00 a.m.

(b) Late night sales pursuant to this section shall only be permitted when the licensee engages an off-duty P.O.S.T. certified law enforcement officer currently employed in such capacity by either the City of Clarkston or DeKalb County to provide security at the licensed establishment during late night hours and such security officer is actually present at the premises to provide security.

(c) The licensee shall not permit any person under 21 years of age to be present at the premises during late night sales hours as defined in this section.

(d) Upon request by a City of Clarkston official, the licensee offering late night sales of alcohol shall provide a sworn verification of the fact that a certified law enforcement officer is engaged at the premises per subsection (b) of this section during all periods of late night alcohol sales pursuant to subsection (a)."

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA

_____
Melissa Peñate, Interim City Clerk

_____
Mayor Beverly H. Burks

Approved as to Form

Stephen Quinn
_____
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 6B

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

HEARING TYPE:
City Council

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval Ordinance No.496 amending Chapter 2 of the city code, regarding administration, to establish a new procurement policy, and for other purposes.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss approval an Ordinance by the City of Clarkston to amend the Chapter 2 of the city code, regarding administration, to establish a new procurement policy, and for other purposes.

NEED/ IMPACT:
City Code Section 2-5 currently requires all contracts or purchases for goods or services costing greater than $5,000 to go through a public bid procurement process involving publication in the DeKalb Champion. This is an unduly restrictive requirement that is burdensome for City staff and is an obstacle to the timely acquisition of necessary goods and services.

The proposed ordinance would still require a public bid procurement process for purchases in an amount greater than $25,000 but would allow this to be done through a State purchasing website (which is the modern way of doing public bids). The ordinance also recognizes a number of situations for which exceptions are made to the general rule.

RECOMMENDATION: Staff recommends approval the proposed procurement policy.

ORDINANCE NO. 24-496

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2 OF THE CITY CODE, REGARDING ADMINISTRATION, TO ESTABLISH A NEW PROCUREMENT POLICY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has determined that the existing "competitive bidding" provisions in the City Code, which were adopted in 1991, are out of date and unduly cumbersome; and

WHEREAS, the City Council desires to enact a modern procurement policy that will protect public resources and ensure that the City receives the best value possible when acquiring necessary goods and services.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston, Georgia that Chapter 2 of the City's Code of Ordinances be amended as follows:

Section 1.

Existing City Code Section 2-5 is hereby repealed. The following language is hereby adopted as new Section 2-5, to read as follows:

"Sec. 2-5. Procurement Policy.

(a) Whenever the City deems it necessary to acquire goods and/or services which will involve an expenditure in excess of Twenty-Five Thousand Dollars ($25,000.00), then the City shall procure such goods and/or services by competitive bids or proposals as set forth in this section, unless the purchase or contract is subject to one of the exceptions set forth in this section.

(b) Soliciting competitive sealed bids. When soliciting bids, the City shall observe the following protocols:

1) The City shall develop and publish a request for bids that includes a clear description of the goods and/or services to be obtained and any other terms or conditions required of the offeror.

2) Each request for bids published by the City shall include a requirement that all responding bidders disclose whether or not the bidding entity (including its owner(s) and any employee of the bidding entity that will be involved in the project if the bid is successful) has or has had a financial or familial relationship with any elected or appointed official of the City or any employee of the City.

3) Such request for bids shall be advertised on the City's web site and on the Georgia Procurement Registry. The City may also solicit bids by advertisement in a newspaper of county-wide circulation but newspaper publication shall not be required. Prospective bidders shall be given a window of at least fifteen (15) days to submit their bids.

4) The sealed bids shall be opened in public at a time and place designated in the request for bids. A register of the bids shall be prepared and be available to the public once the bids have been opened.

5) The award shall be made to the responsible, responsive bidder submitting the lowest price for the goods and/or services required.

(c) Each sealed bid shall be signed by the party making that bid and the following oath attached thereto:

> "I certify that this bid is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting the bid for the same materials, supplies, or equipment and is in all respects fair and without collusion and fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder."

(d) Competitive sealed proposals. If it appears that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into after soliciting competitive sealed proposals, subject to the following conditions:

1) The request for proposals shall include all relevant details necessary for potential respondents to understand the City's needs.

2) Each request for proposals published by the City shall include a requirement that all responding proposers disclose whether or not the proposing entity (including its owner(s) and any employee of the proposing entity that will be involved in the project if the proposal is successful) has or has had a financial or familial relationship with any elected or appointed official of the City or any employee of the City.

3) Adequate public notice of the request for proposals shall be given in the same manner as provided for competitive sealed bidding.

4) The proposals shall be opened in the same manner as competitive sealed bids and a register of those proposals shall be prepared and made available to the public.

5) The request for proposals shall state the relative importance of price and other evaluation factors.

6) The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for those proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

(e) Whether using sealed bids or proposals, under any and all circumstances, the City may reject any individual bid or proposal if it does not comply with the terms of the request or if the offeror is deemed to be non-responsible. The City may always elect to reject all bids or proposals and not acquire the goods and/or services solicited.

(f) Exceptions. Competitive procurement shall not be required in the following circumstances:

1) *Emergency*. In any situation presenting an imminent danger to the public health or safety, threat of substantial damage to public property, or the loss of an essential governmental service, the City may procure emergency services without observing a competitive procurement process.

2) *Professional services*. As used in this subsection, "professional services" refers to those services to be performed by a professional licensed by the State of Georgia (for example: architects, engineers, attorneys, real estate agents, surveyors, or certified public accountants) or other similar professionals with learned expertise (for example: financial consultants or scientists). The City may enter into a contract for professional services without observing a competitive procurement process so long as the engagement provides for compensation of the professional on an hourly basis or monthly flat fee basis for services rendered and allows the City to terminate the engagement at any time.

3) *Sole source*. Where the city manager reasonably makes a written determination that there is only one source for the required supply, service, or construction item, the City may procure such supply, service or construction item without observing a competitive procurement process.

4) *State contracts*. Whenever a good or service is available from a vendor through a pre-negotiated contract made available to the City by the State of Georgia, the City may elect to contract with such vendor according to the terms of the State contract without using its own competitive procurement process.

5) *Waiver by City Council*. The City Council may waive the competitive procurement process when approving a contract whenever such waiver is determined by the Council to be in the best interest of the City.

(g) Public works construction. Projects subject to the Georgia Public Works Construction Law (O.C.G.A. § 36-91-1, *et. seq*.) shall be let in accordance with said law, as amended.

(h) Engineering and design-related services for transportation projects funded by the Federal Aid Highway Program. Notwithstanding any other provision of this section, procurement of engineering and/or design-related services for transportation projects funded by the Federal Aid Highway Program shall employ the competitive negotiation qualifications-based selection (QBS) method, as codified under 40 U.S.C. 1101-1104 (commonly referred to as the Brooks Act). The QBS method shall be used as set forth in the City's Resolution regarding the same dated July 5, 2016.

(i) Administrative policy. The city manager may promulgate and amend, without specific approval from the City Council, policies regarding procurement to be observed by City employees, so long as such policies are not inconsistent with this Section."

Section 2.

This ordinance shall become effective immediately upon its adoption by the City Council. All provisions of prior ordinances or resolutions that are inconsistent with this ordinance are hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

CITY COUNCIL OF THE
CITY OF CLARKSTON, GEORGIA

_____
City Clerk

_____
Mayor Beverly H. Burks

Approved as to Form

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

HEARING TYPE:
City Council

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval Ordinance No.494 to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss approval an Ordinance by the City of Clarkston to amend the City Charter to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

NEED/ IMPACT:

Currently, the city manager has zero contracting authority. Our City Charter says that the Council approves and the Mayor signs contracts. The proposed ordinance would amend the City Charter to allow the City Council to enact an ordinance to allow city manager to enter into contracts on the City's behalf. The details of and limits on this authority are contained in a separate ordinance that will amend the City Code. The ordinance to amend the City Charter will need to be adopted at two consecutive regular meetings to become effective.

RECOMMENDATION:

Staff recommends approval of an Ordinance to amend the City Charter to allow the City Council to adopt an ordinance to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City.

ORDINANCE NO. 494

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND THE CITY CHARTER TO AUTHORIZE THE CITY MANAGER TO PURCHASE CERTAIN GOODS AND SERVICES AND TO ENTER INTO CERTAIN CONTRACTS ON BEHALF OF THE CITY.

WHEREAS, the City Council hereby finds that it would benefit the efficiency and effectiveness of city operations to empower the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City; and

WHEREAS, the City Council will establish by ordinance appropriate guidelines, limits and procedural controls to govern the city manager's spending and contracting authority authorized by this Charter amendment; and

WHEREAS, the City is authorized to amend its Charter pursuant to its home rule powers as set forth in O.C.G.A. § 36-35-3; and

WHEREAS, the City has complied with the notice requirements of O.C.G.A. § 36-35-3(b)(1).

NOW THEREFORE, BE IT ORDAINED by the City of Clarkston as follows:

SECTION 1. City Charter Section 3.02 is hereby amended to re-designate existing subsection 3.02(d)(10) as new subsection 3.02(d)(11) and to adopt new subsection 3.02(d)(10), which shall read as follows:

"(10) Purchase goods and services, and enter into contracts on behalf of the City, pursuant to the authority delegated and limitations imposed by ordinance duly adopted by the City Council."

SECTION 2. This Ordinance shall become effective immediately upon its final adoption by the City Council at the second of two consecutive regular meetings.

SO ORDAINED, this ____ day of _____, 2024.

SO ORDAINED, this ____ day of _____, 2024.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

_____
City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7B

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

HEARING TYPE:
City Council

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval Ordinance No.495 to amend the Chapter 2 of the city code, regarding administration, to delegate to the city manager the authority to purchase goods and services and to enter into contracts on behalf of the city, subject to certain conditions and limitations.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss approval an Ordinance to amend the City Code to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City and to establish limits on this authority.

NEED/ IMPACT:
The proposed ordinance would allow the city manager to make purchases and enter into contracts in an amount not to exceed $25,000. The ordinance provides several checks and balances for fiscal responsibility and public transparency.

RECOMMENDATION:
Staff recommends approval the Ordinance to authorize the city manager to purchase certain goods and services and to enter into certain contracts on behalf of the City, subject to limitations established by the Ordinance.

ORDINANCE NO. 495

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 2 OF THE CITY CODE, REGARDING ADMINISTRATION, TO DELEGATE TO THE CITY MANAGER THE AUTHORITY TO PURCHASE GOODS AND SERVICES AND TO ENTER INTO CONTRACTS ON BEHALF OF THE CITY, SUBJECT TO CERTAIN CONDITIONS AND LIMITATIONS.

WHEREAS, City Charter Section 3.02(d)(11) provides that the City Council, by ordinance, may delegate to the city manager the authority to purchase goods and services, and enter into contracts on behalf of the City; and

WHEREAS, the City Council hereby finds that it will benefit the efficiency and effectiveness of city operations to empower the city manager to do so; and

WHEREAS, the City Council desires to establish appropriate guidelines, limits and procedural controls to govern the city manager's spending and contracting authority.

NOW THEREFORE, BE IT ORDAINED by the City of Clarkston as follows:

SECTION 1. New City Code Section 2-8 is hereby adopted and shall read as follows:

"**Section 2-8. City Manager Spending and Contracting Authority.**

(a) Whenever the city manager determines that it is necessary to acquire goods and/or services which will involve an expenditure of not more than Twenty-Five Thousand Dollars ($25,000.00), the city manager may purchase, or enter into a contract on behalf of the city to obtain, such goods and/or services. When the city manager enters into a contract on behalf of the City in accordance with this section, it shall have the same binding effect as if it had been approved by the City Council.

(b) *Quotes to be obtained*. The city manager may, but need not, use the competitive procurement process set forth in Section 2-5 when acquiring goods and/or services pursuant to this section. It shall be a sufficient procurement process for the city manager to make a good-faith effort to obtain quotes from three potential vendors offering the goods and/or services to be acquired. Such quotes shall be obtained in writing where practicable, or the city manager shall make detailed contemporaneous notes of quotes obtained verbally. All quotes obtained shall be documented in a file associated with the transaction and, if less than three quotes are obtained, the city manager shall document in said file the reason that obtaining three quotes was not practicable.

(c) *Stringing prohibited*. The city manager shall not divide a purchase or contract with a vendor into multiple parts that, if combined into a single purchase or contract, would exceed the $25,000 limitation on the city manager's authority under this section. This subsection is violated if multiple purchases or contracts with a single

vendor for the same, similar, or related goods and/or services are purchased or contracted for by the city manager at an aggregate expense exceeding $25,000 during a budget year.

(d) *City attorney to approve contracts*. As required by City Charter § 3.03, the city attorney shall approve as to form all contracts entered into by the city manager pursuant to this section prior to the city manager committing the City to the contract. An unconditional order of goods shall not be considered a contract under this subsection.

(e) *Reporting to City Council*. In order to ensure that the City Council is properly informed and that the City's expenditures are transparent to the public, the city manager shall report all purchases and contracts that have a cost of Ten Thousand Dollars ($10,000.00) or greater to the City Council. Such reports shall be made in writing no later than the last day of the month following the month in which the city manager made the purchase or entered into the contract. The city manager's report shall be included in the agenda packet for the next regular meeting of the City Council so that Councilmembers may inquire about the reported expenditure if desired and members of the public may review the information. Such reports shall include, at a minimum:

1) a brief description of the good and/or service purchased or contracted for,
2) the vendor's legal name,
3) the amount spent, and
4) a brief description of the procurement process followed by the city manager."

SECTION 2. This Ordinance shall become effective immediately upon its final adoption by the City Council.

SO ORDAINED, this ____ day of _____, 2024.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

_____
City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL MEETING

MEETING TYPE:
City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a proclamation designating May 10th as Mayor's Book Club Day.
.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Mayor Beverly H. Burks
PHONE NUMBER: 770-331-3285

PURPOSE: To discuss a proclamation for May 10 as Mayor's Book Club Day

NEED/ IMPACT: N/A

RECOMMENDATION: No Recommendations from Staff

PROCLAMATION

WHEREAS, literacy is not just an education issue. It is an economic, workforce, and quality of life issue; and

WHEREAS, research shows that children who can't read proficiently by the end of third grade are more likely to experience poor health, have discipline problems, and drop out of high school; and

WHEREAS, each year in the United States, low literacy levels are linked to hundreds of billions of dollars in non-productivity, healthcare, and judicial costs; and

WHEREAS, 68% of Georgia fourth graders do not read proficiently; and

WHEREAS, collaborative efforts and strategic partnerships must be undertaken to address literacy issues; and

WHEREAS, the Mayor's Reading Club program is offered through Georgia City Solutions, a Georgia Municipal Association managed nonprofit; and

WHEREAS, the goal of the program is to improve literacy skills and overall success with early reading among children and youth in Georgia cities through encouragement, support, and leadership from city mayors; and

WHEREAS, Georgia City Solutions has commissioned a children's book series to use as part of the program to teach young readers about local government and a copy of the first two books in the series titled, *Georgia Caroline Visits City Hall* and *Georgia Caroline Visits Our Hometown Heroes,* is provided in the program starter-kit; and

WHEREAS, the Mayor's Reading Club is flexible and can be delivered in person or virtually and promotes partnerships and collaboration between the city, county, schools, public libraries, local nonprofits, and business community.

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, do hereby join the Mayor's Reading Club program and proclaim May 10 as:

"MAYOR'S READING CLUB DAY"

in Clarkston, Georgia and encourage all residents, businesses, and community partners to help promote and elevate literacy as a community priority and support the Mayor's Reading Club to improve Georgia's economic vitality one book at a time.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

By _____
Melissa Penate, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

_____
Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7D

CITY COUNCIL MEETING

MEETING TYPE:
City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a proclamation designating May 10th as Kids' Day.
.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Mayor Beverly H. Burks
PHONE NUMBER: 770-331-3285

PURPOSE: To discuss a proclamation for May 10 as Kid's Day.

NEED/ IMPACT: N/A

RECOMMENDATION: No Recommendations from Staff

PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL

DESIGNATING MAY 10 AS KIDS' DAY

WHEREAS, the children of Clarkston, through the April 2024 TOTS Town Hall, have voiced their insightful recommendations to the Mayor and Council, proposing a day dedicated to celebrating the youth of our city; and

WHEREAS, these young citizens have advocated not only for recognition through an annual celebration but also for the planning and development of kid-friendly projects and infrastructure such as splash pads and playgrounds; and

WHEREAS, our children have expressed a desire to engage more fully with the world around them through reading, exploring nature, enjoying nutritious and delicious foods, and forming new friendships across diverse languages and cultures; and

WHEREAS, the children's vision for Kids Day includes a day filled with fun games, opportunities for meaningful conversations, and community-building activities that highlight the joy and potential of our young residents; and

WHEREAS, it is imperative that we, as a community, listen to and uplift the voices of our children, ensuring that their ideas are integral to our civic planning and celebrations; and

WHEREAS, the City of Clarkston recognizes the importance of nurturing, educating, and encouraging our youth to ensure a bright future as they grow into productive and responsible citizens; and

WHEREAS, Kids Day will serve as a vital opportunity for the community to celebrate and recommit to our children through proactive support, learning, and play in a safe and engaging environment;

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, alongside the City Council, do hereby proclaim May 10, 2024, as **KIDS DAY** in Clarkston and encourage all citizens, businesses, and organizations to observe this day with appropriate programs, ceremonies, and activities that promote the well-being, creativity, and development of our children.

SO ORDAINED, this _____ day of _____, 2024.

ATTEST:

By _____
Melissa Penate, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

_____
Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7E

COUNCIL MEETING

HEARING TYPE:
City Council

BUSINESS AGENDA

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a resolution authorizing an agreement with Bowman moody Enterprise, LLC for professional procurement services in the amount of $3,500 monthly for 3 to 6 months.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve a authorizing an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of $3,500 monthly for 3 months.

NEED/ IMPACT: The City Council has directed the Interim City Manager to do RFPs/RFQs for professional services for the position of Solicitor, City Attorney, Financial Auditor, Audio/Visual Services (for city council meetings), and an RFP/RFQ for a Housing Plan. There may are other RFPs/RFQs needed as well (i.e., organizational assessment). Since the City does not have a staff person on board that can specifically manage procurement services, there is a need to enter into a contract for this service.

The Interim City Manager has selected Mr. Willis Moody, former Procurement Manager for the City of College Park. Mr. Willis Moody has a Bachelor of Science degree in Business Management, and he has 18 years of experience in public procurement.

The services contemplated by this Agreement will be performed by Bowman Moody Enterprise, LLC beginning on May 8, 2024, and continuing for an initial term of 90 days. This Agreement will automatically extend for up to three (3) additional extension terms of thirty (30) days each, unless either party delivers written notice of termination for convenience to the other party prior to the first day of an extension term.

Mr. Moody is willing to work in the office three days a week from 8:30am to 5pm and remote two days a week and then rotate this schedule to 2 days in office and 3 days remotely the following week. This would be his rotating schedule each week for the term of the agreement.

RECOMMENDATION: Approve the resolution authorizing an agreement with Bowman Moody Enterprise, LLC for professional procurement services in the amount of $3,500 monthly for 3 months.

AGREEMENT FOR PROCUREMENT SERVICES

This Agreement is made this _____ day of _____, 2024, by and between the **City of Clarkston** ("City"), a Georgia municipal corporation, and **Bowman Moody Enterprises, LLC** ("BME"), a Georgia limited liability corporation:

WHEREAS, the City is in need of procurement services; and

WHEREAS, BME is a respected provider of such services.

NOW THERFORE, in consideration of the mutual covenants and promises contained herein, the parties do agree as follows:

1. SCOPE OF SERVICES

   a) BME will perform procurement services in accordance with the Scope of Work section of the document attached hereto as Exhibit "A", at the direction of the city manager.

   b) BME will be solely responsible for compensating all person(s) performing services pursuant to this Agreement. Such person(s) will not be an employee of the City. The City will not provide any benefits of employment (such as insurance) to Mr. Willis Moody nor withhold any payroll tax for any person performing services pursuant to this Agreement.

   c) BME will dedicate such effort and hours to the procurement services contemplated by this Agreement as necessary.

   d) Willis Moody will personally appear at City Hall Annex for "office hours" of 8:30 a.m. to 5:00 p.m. either two or three days per week on a rotating basis (i.e., Monday, Wednesday and Friday of the first week, Tuesday and Thursday of the second week, etc.). When not working "office hours," Mr. Moody will be available "remotely" during business hours (8:30 a.m. to 5:00 p.m.) and will respond promptly to communications from the city manager or her/his designee.

2. COMPENSATION

a) In exchange for the services provided by BME, City shall pay BME a flat fee of Three Thousand Five Hundred Dollars ($3,500) per month.

b) Such payments shall be paid in arrears for services rendered, upon invoice by BME at the conclusion of each month.

3. TERM AND TERMINATION

a) This Agreement shall become effective when approved by the City Council and BME.

b) The services contemplated by this Agreement will be performed by BME beginning on May 8, 2024 and continuing for an initial term of 90 days. This Agreement will automatically extend for up to three (3) additional extension terms of thirty (30) days each, unless either party delivers written notice of termination for convenience to the other party prior to the first day of an extension term.

c) City may immediately terminate this Agreement at any time, for any or no reason, by giving notice to BME.

d) BME agrees not to terminate this Agreement during the initial 90 day term or any extension term, but may decline any extension term per subsection (b) of this section.

e) In the event of termination by the City prior to the end of the initial 90-day term or an extension term, City will pay BME on a prorated basis for services performed prior to termination.

4. RESOURCES PROVIDED TO BME BY CITY

During the term of this Agreement, including any extension terms, City shall provide BME with the following resources to assist with the performance of BME's procurement services:

a) Work Space. The City will provide Mr. Moody with workspace at City Hall Annex during all "office hours" contemplated by this Agreement.

b) Equipment. The City will provide Mr. Willis Moody with a City of Clarkston email address, cellular phone and laptop computer to be used to perform the procurement services contemplated by this Agreement. Mr. Moody shall promptly return all such equipment to the city manager or her/his designee upon the conclusion of the term (and any extension term) of this Agreement.

5. MISCELLANEOUS TERMS

a) Prior Agreements. This Agreements supersedes and renders null and void all prior agreements between the parties.

b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

c) Amendment. This Agreement may only be amended by the mutual written consent of both parties.

SO AGREED, upon the date first written above:

City of Clarkston, Georgia **BME Consulting LLC**

_____ _____

Mayor Beverly H. Burks Willis Moody

Attest:

_____

City Clerk

Approved as to form:

Stephen Quinn

City Attorney

EXHIBIT A

Bowman Moody Enterprises

404-775-6760

917 Kite Lake Trl
Fayetteville, GA 30214



Pricing

Description	Rate	Qty	Line Total
Procurement Manager	$3,500.00	3	$10,500.00

Subtotal	10,500.00
Tax	0.00
Proposal Total (USD)	$10,500.00

Prepared For
City of Clarkston
1055 Rowland St
Clarkston, GA 30021

Proposal Number
0006r

Proposal Date
04/15/2024

Scope of Work

1. This position is responsible for procuring or coordinating the procurement of construction, and related goods, supplies and services required by various departments in accordance with all applicable federal, state, and local laws, policies, and procedures.
2. Prepare and analyze specifications, competitive sealed bids and proposals, requests for quotations and requests for statements of qualifications.
3. Conduct all pre-bid/proposal meetings when necessary.
4. Coordinate and supervise activities of bid evaluation committees.
5. Analyze current procurement activities and recommend improvements through more efficient procurement methods, e-procurement, privatization, quantity discounts, standardization, value analysis or cooperative purchasing.
6. Read, interpret, explain, and properly apply rules, regulations, laws, policies, and procedures.

Timeline

1. 3-month contract (90 days)
2. City issued email address.
3. Work equipment to consider.
    1. Desktop and/or laptop computer
    2. Phone
4. The proposal is to include Monday through Friday days working: three days in office and two days remote with a rotating schedule of three remote working days the next week.
5. The proposal is to include Monday through Friday working hours from 8:30 am – 5:00 pm.

Notes

Desired task might need additional attention outside of working hours, which will be included in the price.

Experience and qualifications: Bachelor of Science - Business Management with 18 years of experience in public procurement.

Terms

These services are billed at the beginning of each month based on services provided during the timeframe.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

BUSINESS AGENDA

MEETING DATE: MAY 7, 2024

ITEM NO: 7F

HEARING TYPE: City Council

ACTION TYPE: Approval

SUBJECT: To consider for approval a resolution to renew GIRMA Property & Liability Coverage for the policy period 5/1/2024-4/30/2025 through the GMA Property & Liability Self Insurance Program funded through the General Fund Budget.

DEPARTMENT: Administration

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 1

INFORMATION CONTACT: Dan Defnall,
Finance Director : 770-367-4580

PURPOSE: To renew Georgia Interlocal Risk Management Agency (GIRMA) GMA Property and Liability Self-Insurance Program coverage for the period May 1, 2024 – April 30, 2025.

NEED/ IMPACT:
The City of Clarkston participates in the (GIRMA) GMA Property and Liability Self-Insurance Program for Property and Liability insurance coverage. The City received our premium invoice and renewal information package for the 2024/25 renewal period on April 1, 2024. Our annual coverage runs from May 1, 2024 – April 30, 2025.

Once the information is received, the Finance Director performs an annual premium analysis worksheet each year to analyze the premium calculations and understand any changes in premium estimates for each year. The premium analysis worksheets for 2023/24 and 2024/25 premiums are attached for your information. This worksheet is used to calculate premium allocations to departments and define our schedule of premium payments for the year. For reference, the net annual premium for 2023/24 term was $150,271 compared to $171,983. This is an increase of $21,712 for 2024-25 premium year. This increase in premium is due primarily to a significant increase in automobile liability coverage for police vehicles which increased overall by $39.992.

This increase in premium was offset by a decrease in our Law Enforcement Liability Coverage net premium for last year was $43,539 compared to $35,945 for this year's renewal, a decrease of $7,593. The rate for this coverage is $1,938.95 per officer which decreased from a rate of $2,371.75 last year. This rate is adjusted each year based on GIRMA analysis across the entire GMA Police population. Also, we had a significant decrease of $12,911 in our General Liability and Public Officials Liability coverage compared to last year.

Many factors go into the changes in premiums including our history of claims, current outstanding liability claims, and the fact that we have updated our fleet of vehicles to newer vehicles over the past few years and disposed of old vehicles. The City has experienced an increase in claims on Police Vehicles over the past couple of years with at least two vehicles being total losses.

Because the City participates in the GIRMA program, the City receives a Dividend (Premium Credit) for our participation in the plan. Our total GIRMA Dividend for the 2024/25 renewal was $13,558 compared to $17,054 last year, which was a negative variance of $3,496.

RECOMMENDATIONS:
Staff recommends approval.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF CLARKSTON

RLFC# CL1

INVOICE NUMBER	**346839**
EFFECTIVE DATE	**05/01/2024**
INVOICE AMOUNT	**$171,983**
PROPOSAL NUMBER	**RCL1-PR2024-1**

PAYMENT TERMS:

OPTION 1:	Full Amount Due on Binding
OPTION 2:	50% Down – Balance due in 30 days
OPTION 3:	25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

_____ _____

Authorized Signature Date

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

Contribution Summary

Line of Coverage	Annual Contribution
General Liability	$11,081
Law Enforcement Liability – Before Credit	$38,779
Law Enforcement Initiative Credit Amount	*$0*
Law Enforcement Liability – After Credit	$38,779
Public Officials Liability	$15,956
Automobile Liability	$87,473
Automobile Physical Damage	$18,426
Property – Buildings & Contents	$10,669
Mobile Equipment	$819
Police Animal Mortality	$0
Crime / Fidelity	$918
Boiler & Machinery	$940
Uninsured Motorist	$480
Sub Total	**$185,541**
Less Renewal Credit	$13,558
Total	**$171,983**

Disclaimer:
These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON
CL1
1055 Rowland Street
Clarkston, GA 30021

Coverage Period:
May-01-2024 to May-01-2025

Presented by:

GEORGIA MUNICIPAL ASSOCIATION

201 Pryor Street
Atlanta, GA 30303

Quote Date:
4/1/2024

Administered by:
Lockton Companies
3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	$2,000,000
Personal & Advertising Injury	$2,000,000
Products / Completed Operations	$2,000,000
Failure to Supply Utilities	$2,000,000
Fire Legal Liability	$2,000,000
Law Enforcement Liability	$2,000,000
General Aggregate	$10,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	$1,000
Law Enforcement Liability Deductible	$1,000
Employee Benefits Liability	$2,000,000
Employee Benefits Aggregate	$10,000,000
Form	Occurrence
Deductible	$1,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage ($50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:
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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

Public Officials / Errors & Omissions Liability	**Limit of Liability**
Each Wrongful Act or Occurrence	$2,000,000
Aggregate Limit	$10,000,000
Form	Occurrence
Deductible	$1,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
    - Mental Anguish
    - Shock
    - Humiliation
- Employment Practices Liability – including coverage for:
    - Libel
    - Slander
    - Defamation
    - Sexual Harassment
    - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

Disclaimer:
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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

Automobile Liability	**Limit of Liability**
Combined Single Occurrence Limit	$2,000,000
Uninsured Motorists Liability	$75,000
Hired & Non-Owned Liability	$2,000,000
Medical Payments	Excluded
Deductible	$1,000
Uninsured Motorist Deductible	$1,000

Automobile Physical Damage	**Limit of Liability**
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	$1,000
Collision Deductible	$1,000
Hired Physical Damage Deductible	$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to $100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	$500,000
Forgery or Alteration	$500,000
Computer Crime	$500,000
Money and Securities	$500,000
Social Engineering Fraud	$25,000
Deductible	$1,000
Social Engineering Deductible Only	$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

Property	**Limit of Liability**
Total Insured Values	$4,990,589
Blanket Building & Contents	$4,504,229
Mobile Equipment	$486,360
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	$4,990,589
Earthquake Limit	$4,990,589
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils *(Tier 1 Only-All Perils **except** Named Windstorm)*	$1,000
Deductible – Mobile Equipment All Perils *(Tier 1 Only-All Perils **except** Named Windstorm)*	$1,000
Deductible – Named Windstorm for Tier 1 Only* ** Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.*	1% per unit
Automatic Coverage Extensions:	
Business Interruption	$500,000
Extra Expense	$500,000
Computers ("EDP")	$500,000
Builders Risk	$500,000
Property in Transit	$500,000
Valuable Papers	$500,000

Equipment Breakdown	**Limit of Liability**
Limit Per Occurrence	$4,504,229
Ordinance or Law Limit	$4,504,229
Hazardous Substance	$250,000
Deductible	$1,000
Automatic Coverage Extensions	
Ammonia Contamination	$1,000,000
Expediting Expenses	$10,000,000
Service Interruption	$4,504,229
Spoilage / Consequential Damage	$10,000,000
Water Damage	$1,000,000

Disclaimer: These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF CLARKSTON

Cyber	Limit of Liability
Security & Privacy Liability	$250,000
Regulatory Action Sublimit of Liability	$250,000
Event Management	$250,000
Cyber Extortion	$250,000
Deductible	$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	$0
Deductible	Nil

Risk Management Services

Type of Service	Annual Contribution
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to $10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides $50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

CITY OF CLARKSTON

GIRMA Liability Insurance Premiums

FY 2024-2025 GIRMA RENEWAL

LIABILITY INSURANCE (Policy Year Runs from May 1, 2024 through April 30,2025)

Line of Coverage	Annual Premium 2024-2025	Less GIRMA Dividend	Net Annual Premium 2024-2025	Department	FY 2024 EXPENSE (8 months) May-Dec 2024	FY 2025 EXPENSE (4 months) Jan-April 2025	Budget Line Item	Annual Premium 2023-2024	Less GIRMA Dividend	Net Annual Premium 2023-2024	Increase/ Decrease from 2023-2024 Net of GIRMA Dividend	PREPAID EXPENSE FROM 2023-2024 PREMIUM	TOTAL PREMIUM EXPENSE FY2024
General Liability	11,081	(810)	10,271					12,503	(1,292)	11,211	(940)		
Public Officials Liability	15,956	(1,166)	14,790					28,900	(2,374)	26,526	(11,736)		
Uninsured Motorist Liability	480	(35)	445					627	(52)	575	(131)		
Crime/Fidelity	918	(67)	851					1,041	(86)	955	(105)		
			26,357	General Admin	17,571	8,786	100-1500-10-523100			39,268	(12,911)	13,089	30,661
Automobile Liability											-		
Trucks-Vans, Pickups, Light Trucks	4,654	(340)	4,314	Public Works	2,876	1,438	100-4000-40-523100	6,360	(522)	5,837	(1,524)	1,946	4,822
Trucks-Medium Weight	414	(30)	383	Public Works	256	128	100-4000-40-523100	1,305	(107)	1,197	(814)	399	655
Trucks-Heavy Weight	517	(38)	479	Public Works	320	160	100-4000-40-523100	815	(67)	748	(269)	249	569
Trucks-Heavy/Extra Heavy Weight	517	(38)	479	Public Works	320	160		815	(67)	748	(269)	249	569
Private Passenger Autos-Police	81,061	(5,923)	75,138	Police	50,092	25,046	100-3200-30-523100	36,529	(3,000)	33,528	41,609	11,176	61,268
Private Passenger Autos-All Other	310	(23)	288		192	96		-	-	-	288	-	192
Motorcycles	-	-	-	Police	0	0	100-3200-30-523100	-	-	-	-	-	-
	87,473	(6,392)	81,081		54,054	27,027		45,824	(4,734)	41,090	39,992	14,020	68,074
											-		
Automobiile Physical Damage											-		
Trucks-Vans, Pickups, Light Trucks	1,956	(143)	1,813	Public Works	1,208	604	100-4000-40-523100	2,053	(169)	1,884	(71)	628	1,836
Trucks-Medium Weight	163	(12)	151	Public Works	101	50	100-4000-40-523100	228	(19)	209	(58)	70	170
Trucks-Heavy Weight	163	(12)	151	Public Works	101	50	100-4000-40-523100	228	(19)	209	(58)	70	170
Trucks-Heavy/Extra Heavy Weight	163	(12)	151	Public Works	101	50		228	(19)	209	(58)	70	170
Private Passenger Autos-Police	15,819	(1,156)	14,663	Police	9,775	4,888	100-3200-30-523100	14,255	(1,171)	13,084	1,579	4,361	14,136
Private Passenger Autos-All Other	163	(12)	151		101	50		-	-	-	151	-	101
Private Passenger Autos-All Other	-	-	-	Police	0	0	100-3200-30-523100	-	-	-	-	-	-
	18,426	(1,346)	17,080		11,386	5,693		16,992	(1,396)	15,596	1,484	5,199	16,585
											-		
Property Buildings & Contents (includes Mobile Equipment and Boiler & Machinery)	12,428	(908)	11,520	Bldgs&Grounds	7,680	3,840	100-1565-15-523100	11,743	(965)	10,778	741	3,593	11,273
Law Enforcement Liability	RATE DECREASE PER OFFICER FROM $2,371.75 to $1,938.95 (20 Officers)							RATE INCREASE PER OFFICER FROM $2,086.40 to $2,371.75 (20 Officers)					
Law Enforcement Liability- Before Credit	38,779							47,435			-		
Law Enforcement Initiative Credit	-							-					
Law Enforcement Liability - After Credit	38,779	(2,834)	35,945	Police	23,964	11,982	100-3200-30-523100	47,435	(3,896)	43,539	(7,593)	14,513	38,476
GIRMA Dividend Total to be ALLOCATED		(13,558)							(17,054)		-		
Grand Totals	**185,541**	**(13,558)**	**171,983**		**114,656**	**57,328**		**165,065**	**(14,793)**	**150,271**	**21,712**	**50,414**	**165,070**
					proof	171,983					proof	**50,090**	165,070

Liability Insurance Cost Allocation by Department		**2023 Budgeted**	**2023 Actual**
General Administration	100-1500-10-523100	40,000	30,953
Police	100-3200-30-523100	96,000	113,881
Public Works	100-4000-40-523100	10,000	8,963
Buildings & Grounds	100-1565-15-523100	10,000	11,273
Total FY2023 GIRMA Premium Budget		**156,000**	**165,070**

CITY OF CLARKSTON

ITEM NO: 7G

CITY COUNCIL MEETING

MEETING TYPE: City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval the uses of the National Opioid Settlement Distributions in the amount of $7,757.76 received by the city.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 1

PRESENTER CONTACT INFO: Dan Defnall, Finance Director **PHONE NUMBER:** 770-367-4580

PURPOSE: To discuss the intended uses of the National Opioid Settlement Distributions received by the city.

NEED/ IMPACT: On April 5,2022 the City approved a resolution to participate in the State of Georgia and local governments memorandum of understanding concerning the national distribution of Opioid Settlement. The city has received $1,347.73 in 2022, $4,845.25 in 2023 and $1,564.78 to date in 2024 for an accumulated balance of $7,757.76 to date. This is a multi-year settlement agreement.

The City needs to determine how we intend to utilize these funds. The funds are currently being held in our Special Revenue Fund for restricted purposes.

Attached is Exhibit E List of Opioid Remediation Uses from the Settlement Agreement that outlines how the fund should be used. The City needs to define how we intend to use these funds so staff can move forward with implementing a plan to utilize these funds.

RECOMMENDATION: No recommendation.

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

CITY OF CLARKSTON

ITEM NO: 7H

CITY COUNCIL MEETING

MEETING TYPE: City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a resolution to Implement an Increase of FY2024 Sanitation Assessment fee to $317 that was approved at the February 6, 2024, City Council meeting to cover cost of residential garbage and recycling services for FY2024.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 1

PRESENTER CONTACT INFO: Dan Defnall, Finance Director **PHONE NUMBER:** 770-367-4580

PURPOSE: To approve a resolution to implement the FY2024 Sanitation Assessment Fee increase approved by the City Council on 2/6/2024.

NEED/ IMPACT:

The City will need to provide a copy of the final executed resolution to the Dekalb County Tax Commissioners Office by July 1, 2024 so the assessments can be implemented on the final tax digest for the 2024 tax billings to residents.

RECOMMENDATION: Staff recommends approval of the resolution.

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, FEBRUARY 6, 2024

On the 6th day of February 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Awet Eyasu; Jamie Carroll; Susan Hood; Yterenickia Bell; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
   The meeting was called to order at 7:00 p.m.

2. ROLL CALL
   All Councilmembers were present.

   Councilmember Hood made a motion to remove Item 7E from the Consent Agenda and add it as Item 8G; Acknowledged Items E and F were not discussed at the previous Works Session but added to this Council Meeting agenda; Add a discussion from the previous Work Session -an ordinance to repeal existing and adopt new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention as Item 8H; and Add a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd. as Item 8I. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
   A. To approve minutes the following meetings:
      - 01/09/2024 – City Council Meeting
      - 01/30/2024 – City Council Work Session

   Vice Mayor Johnson made a motion to approve the following meeting minutes: 01/09/2024 – City Council Meeting (with the noted correction) and 01/30/2024 - City Council Work Session. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS
   A. Planning/Economic and Development Report.
      - Planning/Economic and Development Manager, Lisa Camera gave a brief report about on the following topics:
        - New Code Compliance Officer started employment on January 28th.
        - Two applications received for board member positions of the Planning & Zoning Board
        - City of Clarkston selected to do a Film Production
        - Met with staff regarding Business License process and working to get a meeting with the Business License Manager at the County to discuss the delays in the process
        - Meeting scheduled with HOAs President of the Cottage Homes to discuss the Pocket Park
        - Will schedule a Special Called Meeting for the DDA for Board member selection

   B. City Manager's Report
      - Interim City Manager, Tammi Saddler Jones gave an update on the following:
        - Monday, February 19th – City Offices Closed to observe Presidents Day
        - The City Manager's Office held an "All Staff Meeting" to discuss various items
        - Staff had a kick-off meeting with Dept. of Transportation regarding the Safe Street 4 All "SS4A" Grant
        - Gave a brief overview of events she attended as the Interim City Manager

   C. City Attorney's Report
      - No report.

   D. Council Remarks
      - The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

   E. Mayor's Report
      - Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS

   The following citizens presented comments to the Mayor and Council: Chris Brusing, Luay Sami, Kim Ault, and Rasheed Mahamed.

6. OLD BUSINESS
   A. To refer the Brockett Triangle Pocket Park recommendations back to the Transportation and Environment Committee.

   Mayor Burks stated the Brockett Triangle Pocket Park recommendations will go back to the Transportation and Environment Committee for the committee members to engage with staff to bring a plan with a timeline back to the City Council.

7. CONSENT AGENDA
   A. To approve a resolution awarding the bid for Grant Solicitation Services to CHA Consulting, Inc. and authorizing the Mayor to execute the contract in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (APPA).
   B. To approve a resolution authorizing a temporary month-to-month extension to the Waste Management contract.
   C. To approve a resolution authorizing a contract with Railroad Outdoor, LLC for digital billboard advertising at the City of Clarkston exit on Hwy 285 in the amount of $1,900 per month.
   D. To approve an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.
   E. To approve appointing City Councilmembers to Standing Advisory Committees and other city committees. (*This item was removed from the Consent Agenda and added to New Business.)*

   Councilmember Eyasu made a motion to approve Items A-D on the Consent Agenda. Councilmember Caroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS
   A. To approve a resolution awarding the bid for Sanitation Services to Waste Pro of Ga, Inc. for Solid Waste Collection and Recycling Services and authorizing the Mayor to execute the contract in the amount of $347,363 per year to be funded out of the Sanitation Fund.

   Councilmember Carroll made a motion to approve the contract for Sanitation Services to Waste Pro of Ga, Inc. for Solid Waste Collection and Recycling Services in the amount of $347,363 per year to be funded out of the Sanitation Fund. Vice Mayor Johnson duly seconded the motion.

   The Council briefly discussed this item.

   Vice Mayor Johnson exited the meeting during the discussion.

   Mayor Burks called for the vote and declared the motion approved (3-1-1). Councilmember Hood voted "no" and Councilmember Eyasu abstained. Vice Mayor Johnson was absent during the vote.

   B. To approve increasing the FY 2024 Sanitation Assessment Fee to cover residential garbage and recycling services.

   Councilmember Carroll made a motion to increase the FY 2024 Sanitation Assessment Fee to $317 per service address.

   Vice Mayor Johnson returned to the meeting.

Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (4-2). Councilmembers Hood and Eyasu voted “no”.

C. To approve the selection of the most responsive and responsible vendor for the City Manager Executive Search Firm and authorize the Mayor and City Attorney to negotiate a contract with the selected vendor.

Mayor Burks stated the top two most responsive and responsible vendors were Sumter Consulting and Slavin Management Consultants for consideration of the City Manager Executive Search Firm.

Councilmember Eyasu made a motion to select Slavin Management Consultants as the vendor to provide City Manager executive recruiting services to the City of Clarkston. Vice Mayor Johnson duly seconded the motion.

The Council briefly discussed this item.

Councilmember Perkins encouraged Slavin Management Consultant to provide an opportunity for the City staff and possibly the community members at appropriate times to be involved in the input and the process.

Mayor Burks called for the vote and declared the motion approved (6-0).

D. To approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of $20,000 for 2024.

Councilmember Perkins recused himself of this item due to a conflict of interest and exited the meeting.

Councilmember Eyasu made a motion to approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of $20,000 for 2024. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

Councilmember Perkins returned to the meeting.

E. To approve a resolution authorizing a take-home vehicle for the Interim City Manager for business use.

Councilmember Eyasu made a motion to approve a resolution authorizing a take-home vehicle for the Interim City Manager for business use. Councilmember Bell duly seconded the motion.

The Council briefly discussed this item.

City Attorney, Stephen Quinn provided clarification of the City’s vehicle insurance coverage.

Mayor Burks called for the vote and declared the motion approved (6-0).

F. To approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston.

Finance Director, Dan Defnall stated the city's GMEBS Defined Benefit Retirement Plan through GMA had their legal counsel updated to the city's defined plan, which was written many years ago, to bring it up to date to the current code with the IRS rules and laws. This did not change any terms or conditions.

Vice Mayor Johnson made a motion to approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

G. To approve an ordinance to repeal existing and adopt the new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention.

Mayor Burks stated this item was deferred at the previous Work Session to the February 27th Work Session and the March City Council Meeting.

H. To approve appointing City Councilmembers to Standing Advisory Committees (SAC) and other city committees.

Mayor Burks stated this item was on the Consent Agenda and moved to a discussion item for further discussion. She stated the SAC were fine but some of the task forces needed to be re-evaluated, which could be done at a later date.

Public Safety and Legal Committee
Chair: Yterenickia Bell
Vice-Chair: A wet Eyasu
Members: Mark Perkins

Transportation and Environment Committee
Chair: Awet Eyasu
Vice-Chair: Jamie Carroll
Members: Susan Hood

Housing and Infrastructure Committee
Chair: Jamie Carroll
Vice-Chair: Susan Hood
Members: Mayor Beverly H. Burks

Community Development and Civic Innovation Committee
Chair: Mark Perkins
Vice-Chair: Debra Johnson
Members: Yterenickia Bell

Business and Economic Development Committee
Chair: Susan Hood
Vice-Chair: Yterenickia Bell
Members: Mayor Beverly H. Burks

Equity, Inclusion, and Opportunity Committee:
Chair: Debra Johnson
Vice-Chair: Mayor Beverly H. Burks
Members: Awet Eyasu

Vice Mayor Johnson made a motion to appoint the City Councilmembers to the Standing Advisory Committees. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

I. To approve a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd.

Vice Mayor Johnson made a motion to approve a resolution by the City Council of the City of Clarkston, Georgia, consenting to the Housing Authority of the County of Dekalb, Georgia, exercising its powers within the City of Clarkston for the purpose of financing a proposed multifamily housing project at 1086 Montreal Rd. Councilmember Perkins duly seconded the motion.

The Council briefly discussed this item.

Mayor Burks stated she met with the president of the Dekalb Housing Authority agreed to provide the city $90,000 each year to go to the Housing Trust Fund. The Council will have to define the role for the Housing Trust.

Mayor Burks called for the vote and declared the motion approved (6-0).

9. EXECUTIVE SESSION

A. To discuss a real estate matter.

Councilmember Eyasu made a motion to enter Executive Session to discuss a real estate matter. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

The Council exited Executive Session after the real estate matter was discussed.

10. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 8:18 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

RESOLUTION NO. _____

A RESOLUTION TO AMEND THE SANITATION FEE SCHEDULE

WHEREAS, the City of Clarkston, Georgia is authorized by O.C.G.A. Title 12, Chapter 8, Article 2 to collect a fee from property owners in order to fund the collection of solid waste within the City; and

WHEREAS, City Code Chapter 19, Article III, adopted rules and procedures for the collection of solid waste and the imposition of a fee to fund the same; and

WHEREAS, City Code Section 19-78 contemplates that the City Council will establish a sanitation fee to cover the cost of the collection of solid waste; and

WHEREAS, for year 2023, the amount collected in sanitation fees was less than the cost of collecting solid waste within the City; and

WHEREAS, the City Council desires to adjust the sanitation fee amount by means of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the City of Clarkston hereby adopts the following amended fee schedule for solid waste collection and disposal, effective for 2024 and until and unless further amended by City Council:

Residential Property: Three Hundred and Seventeen Dollars ($317) per residence to be collected annually

BE IT FURTHER RESOLVED that this Resolution shall be maintained as II public record by the City Clerk and shall be available for public inspection.

SO RESOLVED, this _____ day of May, 2024.

CLARKSTON CITY COUNCIL

_____
BEVERLY H. BURKS, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

Stephen Quinn
Stephen G. Quinn, City Attorney

RESOLUTION 18-0701
TO AMEND THE SANITATION FEE SCHEDULE

WHEREAS, the City of Clarkston, Georgia is authorized by O.C.G.A. Title 12, Chapter 8, Article 2 to collect a fee from property owners in order to fund the collection of solid waste with the City; and

WHEREAS, City Code Chapter 19, Article III, adopted rules and procedures for the collection of solid waste and the imposition of a fee to fund the same; and

WHEREAS, City Code Section 19-78 contemplates that the City Council will establish a sanitation fee to cover the cost of the collection of solid waste; and

WHEREAS, for years 2016 and 2017, the amount collected in sanitation fees was less than the cost of collecting solid waste within the City; and

WHEREAS, the City Council desires to adjust the sanitation fee amount by means of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the City of Clarkston hereby adopts the following amended fee schedule for solid waste collection and disposal, effective until and unless further amended by City Council:

Residential Property: $213.21 per residence, to be collected annually

BE IT FURTHER RESOLVED that this Resolution shall be maintained as a public record by the City Clerk and shall be available for public inspection.

SO RESOLVED, this 5 day of July, 2018.

CITY OF CLARKSTON, GEORGIA

By: _____
Mayor Ted Terry

Attest:

_____
City Clerk Tracy Ashby

Approved as to form:

_____ 6-21-18
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: MAY 7, 2024

ITEM NO: 7I

HEARING TYPE: City Council

ACTION TYPE: Approval

SUBJECT: To consider for approval a contract with Integrated Science & Engineering (ISE) Scope of Work for MS4 Permitting; in the amount of $10,500 to be funded from the Storm Water Enterprise Program.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages: 7

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: To discuss MS4 compliance assistance to satisfy the requirements for the National Pollutant Discharge Elimination System (NPDES) MS4 EPD Permit

NEED/ IMPACT: Since 2015, ISE has teamed with Collaborative Infrastructure Services and City Public Works to perform certain tasks for purposes of satisfying EPD's MS4 (Municipal Separate Storm Sewer System) Annual Permit requirements.

ISE provides dry weather screening at various stream locations (see Task 2 in the proposal), receives field and other reporting documents from CIS (see Task 1 in the proposal) that are collected throughout the year as well as storm water structure inspection data from public works, and then inputs that information into the annual reporting form.

CIS and City Public Works staff has begun to assimilate all the data/reports from throughout the year (April 16, 2023 to April 15, 2024) for submittal to ISE for report preparation with city submittal to EPD of the MS4 report prior to the June 15, 2024 deadline

RECOMMENDATION: Approve of ISE's contract in the amount of $10,500.

WORK AUTHORIZATION

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

To:	Tammi Saddler Jones	**Date:**	March 13, 2024
Company:	City of Clarkston	**From:**	Jason Ray, GISP
Address:	1055 Rowland Street Clarkston, Georgia 30021	**Copy to:**	
Project:	City of Clarkston 2023-2024 NPDES Phase I Compliance Assistance		

Background Information:

Integrated Science & Engineering, Inc. (ISE) has prepared this proposal to assist the City of Clarkston (City) in maintaining compliance with the City's NPDES Phase I MS4 permit. This proposal is formulated to address the completion of the annual report and dry weather screening for the 2023-2024 permit period.

Scope of Work:

Task 1 - Annual Report

NPDES Permit No. GAS000105 will be expiring on June 10, 2024, which will complete the 5-year permit cycle. The City is required to complete 100% of the MS4 activities prior to this permit expiration date. As such, ISE will contact City staff prior to the end of the permit period to discuss the SWMP and ensure that all tasks are properly planned and completed.

In the months preceding the June 15, 2024 annual report submittal date, ISE will contact City staff to collect information on stormwater related programs implemented during the 2023-2024 reporting period. This information will be used to develop an Annual Report for submittal to EPD due on June 15, 2024. We assume that the activity can be performed via email, telephone, etc. Below is an outline of the items that will be addressed in the Annual Report per the requirements of the City's Stormwater Management Plan:

Structural & Source Control Measures

1. MS4 Control Structure Inventory & Map
2. MS4 Inspection & Maintenance Program
3. Planning Procedures
4. Street Maintenance
5. Flood Management Projects
6. Municipal Facilities
7. Pesticide, Fertilizer & Herbicide Application

Illicit Discharge Detection & Elimination (IDDE)

1. Legal Authority
2. Outfall Inventory & Map

3. IDDE Plan
4. Spill Response Procedures
5. Public Reporting Procedures
6. Proper Management & Disposal of Used Oil & Toxic Materials
7. Sanitary Sewer Infiltration Controls

Industrial Facility Stormwater Discharge Control
1. Industrial Facility Inventory
2. Inspection Program
3. Enforcement Procedures
4. Educational Activities

Construction Site Management
1. Legal Authority
2. Site Plan Review Procedures
3. Inspection Procedures
4. Enforcement Procedures
5. Certification

Highly Visible Pollutant Sources (HVPS)
1. HVPS Facility Inventory
2. Inspection Program
3. Enforcement Procedures
4. Educational Activities

Impaired Waters
Municipal Employee Training
Public Education
Public Involvement

GI/LID Program
1. Legal Authority
2. GI/LID Program
3. GI/LID Structure Inventory
4. Inspection and Maintenance Program

On behalf of the City, ISE will submit the Annual Report to EPD. In the event that comments are received from EPD; those comments will be addressed on an hourly basis.

Deliverable
- One copy of the 2023-2024 Annual Report

Task 2 – Dry Weather Screening

The City has been divided into 5 dry weather screening sectors. Each sector contains approximately 20% of the City's outfall inventory. ISE proposes dry weather screening all outfalls within the 2023-2024 inspection sector. This will ensure that 100% of the outfalls are screened prior to permit expiration.

Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's NPDES Phase I 2023-2024 Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH, temperature, and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride, surfactants, and fecal coliform (under certain circumstances) by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing
Source tracing activities will need to be undertaken if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). Collaborative Infrastructure Services will be notified immediately if the in-situ parameters or visual observations indicated that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization from the City.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. A checklist will be filled out for each source tracing exercise. The checklist will be in a format that can be easily inserted in the City's 2023-2024 NPDES Phase I Annual Report.

In the event that ISE performs a source tracing work effort, the estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

Deliverables

- Completed dry weather screening checklists
- Completed outfall screening map

Schedule:

ISE will complete Task 1 by June 15, 2024 and Task 2 by April 30, 2024.

Fee Estimate:

Task No.	Tasks Performed for a Fixed Fee	Fixed Fee Contract Amount
1.1	Annual Report	$ 7,000
1.2	Annual Report Comments	$1,000 (Hourly/NTE)
2.1	Dry Weather Screening	$2,500
2.2	Level 2 In-Situ Screening ($120/Outfall)	If Required (Per Outfall)
2.3	Source Tracing (Hourly)	If Required (Hourly)
	TOTAL	**$ 10,500**

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

If this Work Authorization is acceptable, the return of this document with your signature below (Proposal Acceptance) acknowledging the Scope of Work, Fee Estimate, and Terms and Conditions will constitute our Agreement to perform these services and will be considered our Notice to Proceed.

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Client.

Indemnification: The Client shall indemnify and hold harmless ISE and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Client, anyone directly employed by the Client (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Client and all of Client's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ISE, the risks have been allocated such that ISE and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed $50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Client's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by written notice by either the Client or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Client agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Client recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

UNIT RATES – 2024 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	$265
Principal	$250
Sr. Project Manager	$200
Project Manager	$180
Project Engineer III	$175
Project Engineer II	$165
Project Engineer I	$140
Engineer II	$135
Engineer I	$115
Sr. Environmental Scientist	$155
Environmental Scientist	$120
Sr. Professional Land Surveyor	$175
Staff Surveyor	$135
Survey Crew (1-person)	$150
Survey Crew (2-person)	$175
Planner	$140
Technician III	$130
Technician II	$115
Technician I	$95
Administrative	$85
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%

PROPOSAL ACCEPTANCE

Project Name _____

Project Location _____

Proposal Date _____

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm _____

Address _____

City, State Zip Code _____

Phone Number _____

Attention _____ Title _____

FOR APPROVAL OF CHARGES (if other than above)

If the Invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____

Address _____

City, State Zip Code _____

Phone Number _____

Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION (if other than above)

Name _____

Address _____

City, State Zip Code _____

Phone Number _____

Attention _____ Title _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the Terms on this page and the Proposal contents are:

Accepted this _____ day of _____, 20____

_____

Print or type individual, firm or corporate name

X _____

Signature of authorized representative

_____

Print or type name of authorized representative and title

CITY OF CLARKSTON

ITEM NO: 8A

CITY COUNCIL MEETING

MEETING TYPE:
City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval the SPLOST II projects list and changes recommended by the Housing & Infrastructure and Transportation and Environment committees.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Jamie Carroll, City Council
PHONE NUMBER: 404-296-6489

PURPOSE: Discuss SPLOST II projects list and changes recommended by the Housing & Infrastructure and Transportation and Environment committees.

NEED/ IMPACT: Recommended changes: (1) omitting the 3601 Cobble Mill project and replacing it with $200,000 for maintenance for existing SPLOST projects; (2) for milling and resurfacing streets, milling and resurfacing all the worst streets ranked 2-4 on Exhibit D (2 is the worst) and reserving $200,000 for traffic calming; (3) for the sidewalk/ADA installation, increasing that to $300,000 to cover Jolly Avenue South, and (4) $900,000 for the splash pad.

RECOMMENDATION: N/A

SPLOST II

PROJECTS PROPOSED FOR 3-YEAR BOND FUNDING

PROJECT ANALYSIS

(revisions based on updated info)

3/22/2024

Cultural Facility, Recreational Facility, or Historical Facility				
Project Name	**Location**	**Cost Estimate**	**Issues to Discuss**	**Implementation Steps**
Park/Recreational Land	3520 Montreal Creek Ct • parcel #18 118 03 029 • 2.6 acres purchased 2023 • Refer to Exhibit A • Other sites	TBD based on council decision on use; est. $ allocation of $949,000	• Land purchased for possible duel use for public works and recreation/park • Parcel abuts future Greenway Trail currently in planning phase • Passive park – parking? Playground equipment? • Public Works yard? • Refer to the SPLASH pad project below	• If decision is to move forward, RFP for park design services will be prepared and advertised. • ***If the decision is to include all city owned land for future park/recreational uses, staff would recommend combining all sites into one Park Design Services" RFP which will result in lower design fees***
Park/Recreational Land	3601 Cobble Mill Lane • Parcel #18 119 11 086 • 2.9 acres adjoining Friendship Forest Wildlife Sanctuary (FFWS) • Located within Wildcreek Apartment Complex (Wild Circle – private drive) • Refer to Exhibit B & B-1	$250,000	• Parcel abuts future Greenway Trail currently in planning phase • Private road and apartments – public use for parking and access will require owner permission. Liability issues. Cost to build parking • Access from FFWS with a pedestrian bridge possible • Parking availability at East Ponce entrance into FFWS for public park use will be problematic – insufficient capacity • Parcel is 100% in floodplain; 1% chance of flooding any - given year.	• Aforementioned discussion

			• **Passive park only – no building structures allowed; except trails/boardwalks/etc. – cost for bridge over South Fork Peachtree Creek and benches/trails - $250k**	
Milam Park Pavilion and Bathroom Upgrades	• Norman Road	$500,000	• Scope to include remodeling existing bathrooms (standalone and rock house • New playground equipment? • Upgrades to pavilions? • Additional Lighting? • Remove all pine trees (safety issue) and replant with new trees (tree bank use?) • Estimated $500k	• Aforementioned discussion
40 Oaks Upgrades	• Market Street	Variable From $650k to $900k	• Renovate existing home ($600k); remove existing and construct smaller structure ($350k) • Improve trail system, parking & lighting - $300k	• Several scopes of work developed and architectural fees, including site visits by council, over the past 3 years • Decision on renovation or demolition – RFP for either approach
Splash Station/Pads	• Possible sites TBD	$900,000	• **Land costs (unless city owner parcel)** for parking/bathroom facility/small office/splash pad footprint – cost TBD – **not included in the $900,000** • Consider location in an area underserved by city amenities but not isolated. Suggest development of pro's/con's for each site • Location possibilities; (a) Milam Park remove one pavilion with other adjacent land – parking at upper level - restripe (b) BOE property next to CCC – prior discussions not successful (c) Vaughan St city parcel – parking will be a problem	• Pending council decision

			(d) West Hill Street parcel – house and land purchase; partially in floodplain (e) 3520 Montreal Creek Ct – city purchased parcel • 3000 SF site development for small adm. office, splash pad, paved parking, fencing • Splash pad amenity could offer water play options such as motion sensors, a fountain spray, ground geyser, jet stream, magic mist, etc; Need small adm. office will cost approx. $900k • SOP required; SPLASH pad high maintenance and high injury rates; staffing and vandalism issues • Potential sites developed – hold public outreach meeting for citizen input	
	TOTAL (bond allocation)	**$3,449,196**		
Road, Street, and Bridge Purpose, Including Sidewalks and Bike Paths				
Safe Streets for All (SS4A)	Citywide Pedestrian and Vehicular Safety Action Plan	$300,000	• Match funds on USDOT grant	• Retreat discussion on breadth of grant and rethinking development practices and public engagement on all infrastructure projects going forward on vehicular and pedestrian safety • Grant implementation wide ranging influence • City currently completing US DOT agreement form; will require US DOT officials to review/edit and then send to City attorney • Next Steps - prepare RFP - Anticipate advertising mid-summer • Potential RFP Review Committee members; Mayor, city manager, city project engineer, non-profits, city EDI officer, ARC • Implementation funding in 2 years – cannot

				apply without an approved Safety Action Plan • DeKalb received a Safety Action Plan – did not send grant application to the city. City sent its application toe county in 2022. Issues with lack of coordination for the NIC corridor – need to ensure that Safety Action Plan recommendations are not contradicting on the NIC corridor. City send email to the county weeks ago asking for meeting to discuss.
Mell Ave/Northern/Church/East Ponce de Leon Safety and Operational Improvement	Mell at Church/East Ponce de Leon @ CSX RR	$650,000	• Finish design and construction plans - $350k • Acquire Right-of-Way - $300k (not before federal approval – may occur within 3 years) • **Construction will not occur within 3 years – no funding allocation – reduce from $1.5 M to $650,000 (use the difference on more resurfacing or recreational site land purchases)**	• State will not support funding partnership currently • Staff to submit intersection to ARC Transp. Improvement Program (TIP) during spring 2025 project solicitation process • LAP certification city staff must proceed this year • Hold public meeting spring 2024 to show schematic and renderings – developing renderings now
EPDL/Church Street Sidewalk Construction		$800,000	• Complete PH II of the SPLOST 07 project • A portion of the project is within unincorporated DeKalb • Pending IGA with DeKalb – arrival in March/April time frame • Refer to Exhibit C	• Next steps – negotiate unit prices with existing contractor or rebid • Proceed with construction and complete by end of 2024 • Need to acquire small area of R/W from Kentucky Fried Chicken corner to improve radius – trucks unable to maneuver through intersection
Milling and Resurfacing Streets		$700,000	• Combine SPLOST with LMIG – 2 years of rollover for approx. $180K & in addition to the new state funding with no local match - $138k; budget of approx.	• Prepare Invitation to Bid (ITB) and advertise to-bid this summer • Project selections for milling and resurfacing; Refer to Exhibit D

			$$1,108,000 • Refer to Exhibit D	
Crosswalks on North Indian Creek/Pedestrian Crossing	Various locations on North Indian Creek	$285,000	• Recommend no planning or installations – SS4A grant incorporates this corridor with the citywide Safety Action Plan	• Recommend no planning or installations – SS4A grant incorporates this corridor with the citywide Safety Action Plan • **Recommend re-allocation of funds**
Neighborhood Traffic Calming – College Ave	College Ave from Rogers St to Market Street	$100,000	• Resurfacing and granite curb reset necessary if council approves this project • Inadequate budget if C&G work is undertaken	• Advertise to-bid combined project; granite reset-resurface- traffic calming • Type of traffic calming?
Various Sidewalk/ADA Installations or Replacements	(a) Church St; 3895 Church to Market (b) Remove asphalt sidewalk on Church – near Park North (c) Brockett Road ADA improvements (d) Jolly Ave (south) from Rowland to City limits	$200,000	• Few locations on city r/w where new sidewalks are needed (exclusive of residential streets) • Church Street sidewalk (from Woman's Club to Market) and Brockett Road ADA improvements were included in the 2024 LMIG submittal. Refer to Exhibit E. • Correct 3 ADA ramps on North Indian Creek between Rogers and Jamison (minor cost) • Jolly will require GA Power pole relocations and drainage upgrades	• Prepare bid package and advertise • Projects identified will exceed the estimated $200,000 budgeted
Greenway Trail Design Plans – PH I & II	(a) East Ponce de Leon to Tucker City Limits (east city limits near Peachtree Creek Apartments)	$700,000	• Council decision on PH I and/or PH II • Design duration 2 years • Complete design plans to allow for identification of easements/land to be purchased	• Be prepared to submit to ARC for construction funding in FY 27/28 – for one or both phases • Need to identify land to be acquired • Hold public engagement meetings citywide during various stages of design plan preparation
Norman Road Dam Planning/Design	Norman Road – dam at Clarkston Lakes	$300,000 (planning/design only)	• Consider including Clarkston Lakes uses in the scope of the dam rehabilitation/replacement project • "Uses" could consider lakes as a city stormwater enhancement project (EPD	• Can prepare design/planning RFP for the council selected scope by this summer with firm under contract by late summer

			grants) and a city amenity provided easement and ownership questions can be resolved • Lake likely will need to be drained if dam reconstruction or rehabilitation occurs – Clarkston estates stakeholder outreach necessary • Discussions with DeKalb on possible construction partnership	
	TOTAL **(bond allocation of $4,097,587)**	**$4,097,587**		

CITY OF CLARKSTON

ITEM NO: 8B

CITY COUNCIL MEETING

HEARING TYPE:
City Council

BUSINESS AGENDA

ACTION TYPE:
Approval

MEETING DATE: M AY 7, 2024

SUBJECT: To consider for approval a Lease Agreement with G&I X Industrial GA LLC for the Lease of Approximately 27,510 sq/ft of Office Space at the Property Known as 736 Park North for Use as City Administrative Space for a Term of 62 Months.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: Discuss a Lease Agreement with G&I X Industrial GA LLC for the Lease of Approximately 27,510 sq/ft of Office Space at the Property Known as 736 Park North for Use as City Administrative Space for a Term of 62 Months

NEED/ IMPACT: The current City Hall and City Hall Annex buildings can no longer accommodate our staff needs. We are desperately in need of more office space. We currently have staff sitting in the hallways at the City Hall Annex building. The new proposed location at 736 Park North will provide efficient workspace for the City Hall Annex staff and the Police Department staff. The city is growing, and new building will allow city operations to keep up with the growth.

There is a possibility of subleasing space at the new location to offset the lease costs (i.e., certain offices can be a future business incubator). The new proposed new location will provide adequate and safe parking for our employees and the public in the front and back of the building. The building owner has expressed a willingness to allow the installation of a fence/gate in the back of the building for the police department due to their 24/7/365 operations. The proposed new building allows for a dedicated training room for city staff and a dedicated roll-call room for the police department.

Staff recommend keeping the current City Hall Annex for office space for the Mayor and City Council which they currently do not have offices now or we can consider leasing the current City Hall Annex building to offset the new lease costs (i.e., Lawyer's Office or Accountant's Office). This concept of city administrative offices residing in leased office spaces is not uncommon. It is currently being done at other cities like the City of Tucker/City Hall. The annual lease payment amount for the proposed new location was approved in the FY 2024 operating budget in the amount of $390,000.

RECOMMENDATION: Approve the lease agreement with G&I X Industrial GA LLC for the Lease of Approximately 27,510 sq/ft of Office Space at the Property Known as 736 Park North for Use as City Administrative Space for a Term of 62 Months

SUMMARY OF BASIC LEASE PROVISIONS

DATE OF LEASE: _____, 2024

1. "**LANDLORD**": G&I X INDUSTRIAL GA LLC, a Delaware limited liability company

"**NOTICE ADDRESS**": c/o Stream Realty Partners – Atlanta, L.P., 1115 Howell Mill Rd., Suite 300, Atlanta, Georgia 30318, Attn: Property Manager, with copy to: c/o DRA Advisors, LLC, 575 Fifth Ave, 38th Floor, New York, NY 10017, Attn: Asset Management.

"**ADDRESS FOR PAYMENT OF RENT**": Post Office Remittance Address: G&I X Industrial GA LLC, P. O. Box 841852, Dallas, TX 75284-1852; Overnight Mail: Bank of America Lockbox Services, Lockbox 841852, 1950 N. Stemmons Freeway, Suite 5010, Dallas, TX 75207

2. "**TENANT**": CITY OF CLARKSTON, a Georgia municipal corporation

Tenant's SIC Code: _____

"**NOTICE ADDRESS**": "Primary Address": 736 Park North Blvd., Suite 120, Clarkston, Georgia 30021
"Secondary Address": _____
_____
So long as Tenant is occupying the Premises, the Primary Address shall be deemed to be the Notice Address. At any time when Tenant is not occupying the Premises, the Secondary Address shall be deemed to be the Notice Address.

3. "**GUARANTOR**": None.

4. "**PREMISES**": Approximately 27,510 rentable square feet in Suite 120 in the "**Building**" (herein so called) as depicted on **Exhibit A** located at 736 Park North Blvd., Clarkston, Georgia 30021, being situated on the land legally described on **Exhibit B** (the "**Land**"). As of the date of this Lease, the Building contains approximately 36,450 rentable square feet. The term "**Adjacent Buildings**" means any building or buildings, other than the Building, located, from time to time, within the Project. The term "**Project**" means the Land, the Building, the Adjacent Buildings (and, if the Adjacent Buildings are not located on the Land but rather on separate tax parcels, such separate tax parcels on which the Adjacent Buildings are situated), landscaping, parking and driveway areas, sidewalks and other improvements thereon. As of the date of this Lease, the Project consists of seven (7) buildings and contains approximately 507,470 total rentable square feet; however, Landlord shall have the right to modify the definition of "Project" by eliminating any Adjacent Building, together with the allocable share of the Land (if applicable), landscaping, parking and driveway areas, sidewalks, and other improvements relating thereto, in which event the term "Project" shall be limited to the Building, the Adjacent Buildings that have not been eliminated, and the allocable share of the Land, landscaping, parking and driveway areas, sidewalks, and other improvements relating thereto.

5. "**TENANT'S PROPORTIONATE SHARE**": With respect to those Operating Expenses allocated on a Building basis: 75.47%. With respect to those Operating Expenses allocated on a Project basis: 5.42%

6. **Term:**

"**COMMENCEMENT DATE**": The earliest of (a) the date on which Tenant occupies any portion of the Premises, (b) the date on which the Work in the Premises is Substantially Completed (as such terms are defined in **Exhibit C**), or (c) the date on which the Work in the Premises would have been Substantially Completed but for the occurrence of any Tenant Delay Days (as defined in **Exhibit C**).

"**EXPIRATION DATE**": Last day of the sixty-second (62nd) full calendar month after the Commencement Date.

7. "**BASE MONTHLY RENT**":

Months	Annual Base Rent per Square Foot	Base Monthly Rent
01 – 12	$12.00	$27,510.00
13 – 24	$12.48	$28,610.40
25 – 36	$12.98	$29,754.82
37 – 48	$13.50	$30,945.01
49 – 60	$14.04	$32,182.81
61 – 62	$14.60	$33,470.12

Free Base Monthly Rent. Subject to **Article 4.G.** of the Lease, Tenant shall not be required to pay Base Monthly Rent for month 2 and month 13 of the Term; provided, however, that during such period Tenant shall be required to pay its Proportionate Share of Operating Expenses in accordance with the terms of the Lease.

8. "**SECURITY DEPOSIT**": $40,874.88

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9. **"PERMITTED USE":** General office and warehousing.

10. **ADDITIONAL RENT:** Tenant shall pay Tenant's Proportionate Share of Operating Expenses (as said terms are defined in **Article 4.D**), which is estimated to be $7,404.76 per month, subject to adjustment as provided in in the Lease, in any calendar year during the Term, or any extension thereof.

11. **"ADVANCE RENTAL":** In addition to the Security Deposit, upon execution hereof, Tenant shall pay to Landlord the sum of $34,914.76 as Advance Rental, to be held and applied as Base Monthly Rent and Tenant's Proportionate Share of Operating Expenses for the first month of the Term in which such sums are payable.

12. **"PARKING ALLOCATION":** Tenant shall have exclusive use of fifty (50) parking spaces Monday through Friday from 8:00 a.m. to 5:30 p.m. which shall be located in the Reserved Parking Area as depicted on Exhibits F-1 and F-2 attached hereto and non-exclusive use of its pro rata share of parking spaces on a first-come, first-serve bases at all other times.

13. "**BROKERS**": Stream Realty Partners – Atlanta, L.P., representing Landlord, and T. Dallas Smith & Company representing Tenant

Each of the foregoing provisions and defined terms shall be construed in conjunction with the references thereto contained in the other sections of this Lease. Each reference in this Lease to any of the foregoing basic Lease provisions and defined terms shall be construed to incorporate each term set forth above under such basic Lease provisions or defined term.

List of Schedules and Exhibits:

Schedule I – Tenant Move-out Responsibilities

Schedule II – HVAC Contract

Exhibit A – Premises Diagram

Exhibit B – Legal Description

Exhibit C – Work Letter

Exhibit D – Rules and Regulations

Exhibit E – Commencement Date Memorandum

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is between G&I X INDUSTRIAL GA LLC ("**Landlord**"), and CITY OF CLARKSTON ("**Tenant**"), and includes all pages and exhibits attached hereto and incorporated by reference herein, and all amendments, modifications, renewals, extensions, restatements, additions and deletions subsequently effected pursuant to Article 35 herein.

The parties agree as follows:

1. **PREMISES**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms, conditions and covenants in this Lease, the Premises. Landlord and Tenant stipulate that the rentable square footage numbers of the Premises, the Building and the Project as set forth in the Basic Lease Information are true and correct and shall be conclusive and binding upon them. Landlord reserves the right to place in, under, over or through the Premises, pipes, wires, lines, and facilities serving other areas of the Project provided such right is exercised in a manner which does not unreasonably interfere with Tenant's conduct of its business at the Premises. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord, and Tenant has only a usufruct which is not subject to levy or sale. Landlord discloses to Tenant, and Tenant acknowledges, that Landlord is the owner of record of the Building and of the Premises and that Stream Realty Partners – Atlanta, L.P. (the "**Manager**") is authorized to manage the Building and the Premises on behalf of Landlord. The address of Landlord and the address of the Manager is set forth in the Summary of Basic Lease Provisions.

2. **TERM**

A. This Lease will become effective when all the parties have signed it as set forth in the last Article of this Lease. Unless this Lease is sooner terminated or extended as expressly provided in this Lease, the term of this Lease shall commence on the Commencement Date and shall expire on the Expiration Date, unless earlier terminated in accordance with the terms hereof. Such term of this Lease is hereinafter referred to as the "**Term**".

B. Within five (5) days of determining the Commencement Date, Tenant shall acknowledge in writing the Commencement Date, the Expiration Date, the Base Monthly Rent, the free rent period (if any), and other matters by executing the "Tenant's Acceptance of the Premises and Commencement Date Memorandum" attached hereto as **Exhibit E** (the "**Commencement Date Memorandum**"). Tenant's failure to sign the Commencement Date Memorandum and return same to Landlord as provided in this clause shall be deemed to be Tenant's acceptance of all the terms in the Commencement Date Memorandum, including, but not limited to, the Commencement Date and the Expiration Date contained therein.

3. **ACCEPTANCE OF PREMISES; "AS-IS" CONDITION AND SUITABILITY**

Except for the Work, if any, required to be performed by Landlord pursuant to **Exhibit C** attached to this Lease (the "**Work Letter**"), Tenant acknowledges and agrees that: (1) it has fully inspected the Premises, and, as a material part of the consideration for this Lease, it hereby accepts the Premises "**AS IS"**; (2) no representations or warranties, whether express or implied, pertaining to the condition of the Premises or the Project have been made to Tenant by Landlord or any agent, employee, contractor, or representative of Landlord, and Tenant is not relying on any statements or representations of Landlord or any agent, employee, contractor, or representative of Landlord, that are not contained in this Lease; (3) Landlord disclaims all implied warranties pertaining to the Premises, including but not limited to the implied warranty that the Premises are suitable for Tenant's intended commercial purpose and use; (4) it is relying solely upon its own examination and inspection of the Premises to determine the condition of the Premises; and (5) by taking possession of the Premises, the Premises are deemed in good condition, repair, and suitable for Tenant's intended use or purpose.

4. **BASE RENT, SECURITY DEPOSIT AND ESCROW**

A. As rental for the Premises, Tenant agrees to pay as rent to Landlord, without notice, demand, reduction, deduction or offset, at the Address for Payment of Rent, or at such other place as Landlord may from time to time designate in writing, the "**Base Monthly Rent**" (herein so called) as set forth in Article 4.E. hereof, in advance on or before the first day of each calendar month through the Term. During the Term of this Lease, Landlord may, without being obligated, provide Tenant on one or more occasions with a monthly statement for the amount of rent, additional rent, and other charges owing during any given month. The receipt or non-receipt of any such statement by Tenant is not a condition to Tenant's obligation to timely pay all such rent, additional rent, and other charges when due in accordance with the terms of this Lease nor will it constitute or be deemed a waiver of Landlord's right to insist upon Tenant's timely payment of all such rent, additional rent, and other charges as required by this Lease.

B. Together with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the Advance Rental and the Security Deposit. Any amount designated herein as all or a portion of the Security Deposit shall not bear interest, may be commingled with Landlord's general funds, and shall not be considered an advance payment of rent or a measure of Landlord's damages. In the event of a Default (as defined in Article 20), including but in no way limited to the non-payment of rent, Landlord may, from time to time without forfeiting, compromising, releasing, novating or waiving any right or remedy, use the Security Deposit to the extent necessary to pay past due rent and other amounts due Landlord. Following any such application of the Security Deposit, Tenant shall pay to Landlord the amount so applied in order to restore the Security Deposit to its original amount within five (5) days after written request.

C. If Tenant is not in Default, the balance of the Security Deposit shall be returned by Landlord (or, in the event of an assignment of Landlord's interest in the Premises and the Security Deposit during the Term, by Landlord's

assignee) within sixty (60) days after the later of: (i) the end of the Term or (ii) delivery of possession of the Premises to Landlord in accordance with this Lease. The Security Deposit shall be deemed the property of Landlord. Tenant hereby expressly waives the requirements and applicability of any applicable statute requiring commercial landlords to return security deposits to commercial tenants within a period shorter than sixty (60) days, and agrees that Landlord shall return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations within the sixty (60) day period set forth above, provided Tenant has performed all of its obligations hereunder. If such waiver is not effective under applicable law, Landlord shall, within the time required by applicable law, return to Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by law. Landlord and Tenant agree that such deductions shall include, without limitation, all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach of this Lease by Tenant. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Article 4.C.

D. In addition to the Base Monthly Rent, Tenant agrees to pay to Landlord as additional rent its Proportionate Share (defined below) of expenses with respect to the Building and/or Project, including: (i) Taxes pursuant to Article 13; (ii) insurance costs pursuant to Article 8; (iii) utility costs pursuant to Article 12; and (iv) Common Area costs pursuant to Article 11. (the foregoing costs and expenses are collectively called "**Operating Expenses**"). During each month of the Term on the same day that Base Monthly Rent is due hereunder (inclusive of any "free" Base Monthly Rent period, if any), and without notice or demand, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12) of the estimated annual cost of Tenant's Proportionate Share of the Operating Expenses as reasonably determined by Landlord. Prior to June 30 of each year after the year in which the Commencement Date occurs, or by such later date as is reasonable under the circumstances, Landlord shall provide in writing to Tenant the estimated annual cost of Tenant's Proportionate Share of the Operating Expenses. If Landlord fails to give Tenant notice of its estimate of Tenant's Proportionate Share of Operating Expenses in accordance with this subsection for any calendar year, then Tenant shall continue making Operating Expense payments in accordance with the estimate for the previous calendar year until a new estimate is provided by Landlord. For any partial calendar year (i.e., the first calendar year and last calendar year), Tenant's Proportionate Share of the Operating Expenses will be proportionately adjusted based on the number of days in any such partial calendar year. The initial monthly Operating Expense payments are based upon the estimated amounts for the first calendar year of this Lease, and may be increased or decreased by Landlord to reflect the projected actual cost of all such items during each calendar year. By June 30 of each calendar year during the Term of the Lease, or by such later date as is reasonable under the circumstances, Landlord shall provide to Tenant a statement of the actual Operating Expenses for the previous calendar year (an "**Operating Expenses Statement**"). If Tenant's total Operating Expense payments applicable to a calendar year are less than Tenant's Proportionate Share of all such items (as reflected on the Operating Expenses Statement), Tenant shall pay the difference to Landlord within thirty (30) days after written request. If after such adjustment, the payments for Operating Expenses by Tenant applicable to a calendar year are more than Tenant's actual Proportionate Share of all such items, Landlord shall retain such excess and credit such excess payment against Tenant's estimated Operating Expense payments due for the then-current calendar year, or refund such excess to Tenant if at the end of the Term on the condition that Tenant is not then in Default under this Lease and no event then exists that with the giving of notice or the lapse of time, or both, would constitute a Default. The provisions of this Lease concerning the payment and reconciliation of Tenant's Operating Expenses shall survive the expiration or earlier termination of this Lease. "**Proportionate Share**" means the ratio, expressed as a percentage, of the rentable square feet of the Premises to the total rentable square feet of the Building, or the Project, or the total aggregate rentable square feet of the Building and any Adjacent Buildings, as applicable, and in any event as determined by Landlord in its commercially reasonable discretion. Tenant's Proportionate Share shall be adjusted if the size of the Premises is modified or as Adjacent Buildings are added to or eliminated from the Project. With respect to any calendar year or partial calendar year in which the Building is not occupied to the extent of 95% of the area thereof, or Landlord is not supplying services to 95% of the area thereof, the Operating Expenses for such period which vary with the occupancy of the Building shall, for the purposes hereof, be increased to the amount which would have been incurred had the Building been occupied to the extent of 95% of the area thereof and Landlord had been supplying services to 95% of the area thereof.

E. "**Total Monthly Payment**" means, with respect to each month during the Term of this Lease, the Base Monthly Rent, the monthly Operating Expense payment (including any rental adjustments pursuant to this Article 4), and all other sums as may then be due and required to be paid under this Lease for any such month.

F. If the Commencement Date occurs on a day other than the first day of a calendar month, the Base Monthly Rent and the monthly Operating Expense payment for that partial calendar month shall be prorated and paid in advance. Tenant's payment for such partial month shall be an amount equal to (1) the sum of (A) the Base Monthly Rent for that partial month plus (B) the monthly Operating Expense payment for that partial month multiplied by (2) a fraction, the numerator of which is the number of days of the Term occurring in that partial month, and the denominator of which is thirty (30) days.

G. Notwithstanding anything to the contrary in this Lease, if the Commencement Date is other than the first day of a calendar month, the "free" Base Monthly Rent period, if any, as set forth in Article 4.E(1) and Exhibit C of this Lease, shall not include or apply to such partial calendar month in which the Commencement Date occurs. Instead, Tenant shall pay as prorated rent to Landlord an amount equal to (1) the sum of (A) the Base Monthly Rent for that partial month (which for purposes of this provision shall be equivalent to the Base Monthly Rent owing in the first full calendar month following the "free" Base Monthly Rent period) plus (B) the monthly Operating Expense payment for that partial month multiplied by (2) a fraction, the numerator of which is the number of days of the Term occurring in that partial month, and the denominator of which is thirty (30) days. Landlord and Tenant agree that the abatement of Base Monthly Rent during the "free" Base Monthly Rent period is conditional and is made by Landlord in reliance upon Tenant's full performance of the terms and conditions under this Lease and the payment of all monies due Landlord under this Lease. In the event that Tenant defaults under this Lease beyond any applicable notice and cure period, all conditionally abated rental (which rental shall be deemed to be the monthly amount of Base Monthly Rent stated in clause (2) above) shall become fully liquidated and immediately due and payable (without limitation and in

addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity).

H. No payment by Tenant or receipt by Landlord of an amount less than the full Base Monthly Rent, monthly Operating Expenses, additional rent, or other sums required of Tenant under this Lease shall be deemed anything other than a payment on account of the earliest installment of Base Monthly Rent, Operating Expenses, additional rent, or other sum due from Tenant under this Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Base Monthly Rent, monthly Operating Expenses, additional rent, or other sum due from Tenant under the Lease, shall be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Base Monthly Rent, monthly Operating Expenses, additional rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or at law.

I. As of January 1 of the year following the expiration of the first full calendar year of the Term (the "**Cap Start Date**"; the period between the Cap Start Date and the expiration of the Initial Term being referred to herein as the "**Cap Term**"), Operating Expenses shall be comprised of "**Controllable Operating Expenses**" and "**Non-Controllable Operating Expenses**." Controllable Operating Expenses are those components of Operating Expenses that are within the reasonable control of Landlord; thus, excluding taxes, insurance, management fees calculated as a percentage of gross rental receipts, utilities, snow removal costs and other weather related costs (including landscape maintenance costs, such as those resulting from infestation, storms and other severe weather), costs incurred to comply with governmental requirements, increased costs due to union or other collective bargaining negotiations, costs resulting from acts of Force Majeure, and other costs beyond the reasonable control of Landlord. Non-Controllable Operating Expenses are those components of Operating Expenses that are not Controllable Operating Expenses. Notwithstanding the foregoing, for the purpose of calculating Tenant's Proportionate Share of Operating Expenses each year during the Cap Term, the items of Controllable Operating Expenses shall be deemed not to increase more than 6% (the "**Cap Percentage**") per calendar year on a cumulative and compounding basis throughout the Cap Term commencing on the Cap Start Date. Controllable Operating Expenses shall be determined on an aggregate basis and not on an individual basis. For example, if the Cap Percentage is 10%, then the maximum amount of Controllable Operating Expenses that may be included in the calculation of Tenant's Proportionate Share of Operating Expenses for each calendar year during the Cap Term shall equal the product of the Controllable Operating Expenses during the year prior to the Cap Start Date and the following percentages for the following calendar years: 110% for the first calendar year of the Cap Term; 121% for the second calendar year of the Cap Term; 133.1% for the third calendar year of the Cap Term, etc. However, any increases in Operating Expenses not recovered by Landlord due to the foregoing limitation shall be carried forward into succeeding calendar years during the Term (subject to the foregoing limitation) to the extent necessary until fully recouped by Landlord.

J. Provided no Event of Default then exists, after receiving an annual Operating Expenses Statement and giving Landlord 30-days' prior written notice thereof, Tenant may inspect or audit Landlord's records relating to Operating Expenses for the period of time covered by such Operating Expenses Statement in accordance with the following provisions. If Tenant fails to object to the calculation of Operating Expenses on an annual Operating Expenses Statement within 30 days after the statement has been delivered to Tenant, or if Tenant fails to conclude its audit or inspection within 90 days after the statement has been delivered to Tenant, then Tenant shall have waived its right to object to the calculation of Operating Expenses for the year in question and the calculation of Operating Expenses set forth on such statement shall be final. Tenant's audit or inspection shall be conducted where Landlord maintains its books and records, shall not unreasonably interfere with the conduct of Landlord's business, and shall be conducted only during business hours reasonably designated by Landlord. Tenant shall pay all costs of such audit or inspection. Tenant may not conduct an inspection or have an audit performed more than once during any calendar year. Tenant or the accounting firm conducting such audit shall, at no charge to Landlord, submit its audit report in draft form to Landlord for Landlord's review and comment before the final approved audit report is submitted to Landlord, and any reasonable comments by Landlord shall be incorporated into the final audit report. If such inspection or audit reveals that an error was made in the Operating Expenses previously charged to Tenant, then Landlord shall refund to Tenant any overpayment of any such costs, or Tenant shall pay to Landlord any underpayment of any such costs, as the case may be, within 30 days after notification thereof. Tenant shall maintain the results of each such audit or inspection confidential and shall not be permitted to use any third party to perform such audit or inspection, other than an independent firm of certified public accountants (1) reasonably acceptable to Landlord, (2) which is not compensated on a contingency fee basis or in any other manner which is dependent upon the results of such audit or inspection (and Tenant shall deliver the fee agreement or other similar evidence of such fee arrangement to Landlord upon request), and (3) which agrees with Landlord in writing to maintain the results of such audit or inspection confidential. Nothing in this Section 4.J shall be construed to limit, suspend or abate Tenant's obligation to pay rent when due, including additional rent.

5. LATE CHARGES

Time is of the essence regarding all amounts payable to Landlord. All amounts due under this Lease shall be paid on or before the date due. Tenant acknowledges that the late payment of Base Monthly Rent or any other amounts payable by Tenant to Landlord hereunder (all of which shall constitute additional rent to the same extent as the Base Monthly Rent) will cause Landlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Tenant and Landlord agree that if Landlord does not receive any such payment by the date the payment is due, all such amounts shall bear interest at the lesser of 18% or the maximum lawful rate of interest, and Tenant shall pay to Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount to cover such additional administrative costs. The charges permitted under this Article 5 or elsewhere under this Lease, shall be in addition to all of Landlord's other rights and remedies hereunder or at law or equity, and shall not be construed as liquidated damages. In no event, however, shall any such charges, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

6. **PURPOSE, USE AND OCCUPANCY; COMPLIANCE WITH LAWS**

A. The Premises are leased for the purpose of, and shall be used and occupied as general office space, municipal government and municipal police department use, including parking and storage of police vehicles, subject to the terms below, and for no other purpose. The Premises shall not be used for any unlawful purpose nor in any manner creating a public or private nuisance or trespass. Neither sidewalks nor loading docks nor any other area outside the Premises shall be used for sale, storage, or display in any manner whatsoever. Tenant will not overburden floor or slab of the Building. In the event the Premises are to be used for storage of merchandise, Tenant will not stack goods or merchandise higher than 24 inches below the bottom of the lowest fire sprinkler head (if the Premises are sprinklered) or 24 inches below the bottom of the lowest roof joist (if the Premises are not sprinklered).

(i) Tenant shall have fifty (50) reserved parking spaces, at Tenant's sole cost and expense, in the parking area depicted in Exhibit F-1 attached hereto (the "**Front Reserved Parking Area**"), and shall also have the right to park and store public safety vehicles in the area depicted in Exhibit F-2 attached hereto (the "**Rear Reserved Parking Area**", together and collectively with the Front Reserved Parking Area, the "**Reserved Parking Area**"). Landlord shall not be liable to Tenant for the failure of any of other tenants of the Project, or such tenant's invitees, employees, agents or customers or other third parties to comply with the designation of Reserved Parking Area; provided, however, Tenant shall have the right to enforce the exclusivity of the Reserved Parking Area for any vehicle improperly parked, in Tenant's sole discretion, by towing vehicles or as otherwise appropriate, so long as (i) Tenant installs signage ("**Exclusive Parking Signs**") above the reserved parking spots denoting such exclusive parking spots, provided that such signage shall be approved by Landlord prior to their installation, and (ii) Tenant shall remove the Exclusive Parking Signs at the end of the Term, unless Landlord notifies Tenant of its election to let the Exclusive Parking Signs remain. Landlord shall have the right to close any portion of the parking facilities at the Project and deny access thereto in connection with any repairs as may reasonably be required, without liability, cost or abatement, except in the case of emergency repairs (or repairs which Landlord reasonably perceives to be an emergency), Landlord shall perform any scheduled repairs or replacements of the parking faculties in such a manner and at such dates and times so as to minimize any interference with Tenant's business operations in the Premises. Tenant shall have access to the ~~Reserve~~Reserved Parking Area on a 24/7 basis for the parking of operating vehicles in the Front Reserved Parking Area and the overnight parking of public services vehicles, including emergency response vehicles in the Rear Reserved Parking Area, subject to the provisions of subsections (i) and (ii) herein.

(ii) Additionally, subject to the following terms, Tenant may erect fencing around the Rear Reserved Parking Area to secure the storage of the public safety vehicles. Tenant shall cause its commercial general liability insurance to include coverage for liability of Tenant in respect of any loss or damage to any person or a third party's property due to the negligent or wrongful act or omission of Tenant or a Tenant Entity for whose acts or omissions Tenant is liable in respect to the parking and storage of such public safety vehicles. Prior to the expiration or earlier termination of this Lease, as applicable, Tenant shall remove all improvements, equipment and installations, including the fencing around the Rear Reserved Parking Area, made by Tenant or any Tenant Entity, from the Reserved Parking Area and repair any damage to the Parking and/or Common Area caused by Tenant's removal. Tenant's inability to obtain any required permits or governmental approvals for its intended use of the Rear Reserved Parking Area shall not affect the validity of this Lease or Tenant's obligations hereunder. Landlord reserves the right to promulgate further rules and regulations regarding the Reserved Parking Area, including, without limitation, rules governing traffic flow, designation of the Reserved Parking Area, and hours of operation. Notwithstanding anything in this Lease to the contrary, the Rear Reserved Parking Area shall be used solely for the parking of Tenant's public safety vehicles and in no event shall Tenant use the Rear Reserved Parking Area for outside storage of any equipment, customer materials and/or other items or materials Tenant intends to store in the Premises. Except in the case of the gross negligence or willful misconduct of Landlord or its agents and employees, Landlord and its agents and employees shall not be liable for loss or damage to any vehicle parked by Tenant or under Tenant's rights herein and/or to the contents thereof, and Tenant hereby releases and waives any claim against Landlord for and in respect thereto.

B. Tenant shall, at its sole cost and expense, obtain all licenses, certificates, permits and all other approvals necessary for such purpose, use and occupancy of the Premises, and shall provide Landlord with copies of same within thirty (30) days of Tenant's occupancy and additional copies as may be reasonably requested within five (5) days after written request. Tenant shall, at its sole cost and expense, comply with all governmental statutes, laws, ordinances, orders, decrees, decisions, rules and regulations applicable to the purpose, use and occupancy of the Premises (including Tenant's use of the Common Areas and Reserved Parking Area), including without limitation, the Americans with Disabilities Acts of 1990 and all regulations issued thereunder ("**ADA**"). Tenant will not take or allow any action or inaction, which would not be covered by the insurance described in Articles 8 or 9 or which would render the insurance thereon void or voidable or the insurance risk more hazardous or the premium therefore more expensive. If there is any increase in the cost of any such insurance described in Article 8 because of Tenant's proposed or actual actions or inactions, Tenant shall pay the full amount of such increase within ten (10) days after written request.

C.

1. If any federal, state or local laws, including the ADA, ordinances, codes, regulations and requirements applicable to the Building in existence as of the date of this Lease (collectively, "**Building Requirements**") existing as of the date of this Lease require an alteration or modification of the Premises (a "**Code Modification**") and such Code Modification (i) is not made necessary as a result of the specific use being made by Tenant of the Premises, including any use of the Premises by Tenant that results in the Premises being considered a "place of public accommodation" under the ADA (as distinguished from an alteration or improvement which would be required to be made by the owner of any building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Premises by Tenant, such Code Modification shall be performed by Landlord, at Landlord's sole cost and expense and without inclusion in Operating Expenses (a "**Landlord Required Code Modification**"). Tenant

hereby acknowledges and agrees that Landlord, at its sole cost and expense, has performed certain Code Modification repairs to the HVAC systems and electrical systems serving the Premises. Tenant hereby further acknowledges and agrees that Landlord shall have no obligation to perform any repairs or renovations to the Premises for purposes of maintaining ADA compliance (including any ADA-related Code Modification that would otherwise constitute a Landlord Required Code Modification) other than a Post-Lease Commencement Code Modification (hereinafter defined).

2. If any Building Requirements first enacted or newly applied to the Building after the date of this Lease require a Code Modification and such Code Modification (i) is not made necessary as a result of the specific use being made by Tenant of the Premises, including any use of the Premises by Tenant that results in the Premises being considered a "place of public accommodation" under the ADA (as distinguished from an alteration or improvement which would be required to be made by the owner of any building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Premises by Tenant, such Code Modification shall be performed by Landlord, and the costs shall be included in Operating Expenses (a "**Post-Lease Commencement Code Modification**").

3. If, as a result of one or more Building Requirements, it is necessary from time to time during the Term to perform a Code Modification to the Building or the Premises that is made necessary as a result of the specific use being made by Tenant of the Premises, including any use of the Premises by Tenant that results in the Premises being considered a "place of public accommodation" under the ADA, or as a result of any alteration of the Premises by Tenant, such Code Modification shall be the sole and exclusive responsibility of Tenant in all respects; provided, however, that Tenant shall have the right to retract its request to perform a proposed alteration in the event that the performance of such alteration would trigger the requirement for a Code Modification.

D. Tenant and Tenant's agents, employees, contractors, licensees, invitees, patrons and others under Tenant's control (the "**Tenant Parties**") will comply fully with all requirements of the rules and regulations of the Building and/or Project and related facilities that are attached hereto as **Exhibit D** (collectively, the "**Rules and Regulations**") and any future reasonable rules and regulations (as well as changes to the existing Rules and Regulations) as Landlord may impose at any given time for the safety, care, or cleanliness of the Building and/or Project and related facilities or premises, and for preservation of good order therein. Future Rules and Regulations, including changes to existing Rules and Regulations, shall not be effective until written notice thereof is sent to Tenant and shall not adversely affect, in any material respects, Tenant's rights specifically granted in this Lease; provided, however, Tenant shall have no obligation to comply with any Future Rules and Regulations that would require Tenant to engage in any activity which is prohibited for a governmental entity under applicable law. Tenant shall further be responsible for the compliance with such rules and regulations by the Tenant Parties.

7. RELEASE AND WAIVER OF SUBROGATION

A. To the fullest extent permitted under applicable laws, Tenant hereby releases Landlord, its mortgagees and property management company, and any affiliates or subsidiaries of the foregoing, and all of their respective officers, directors, shareholders, members, managers, partners, agents, employees, contractors, and representatives, along with Landlord's invitees, licensees, and visitors (collectively, "**Landlord Protected Parties**") from any and all claims, actions, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) (collectively, "**Loss**") arising out of, resulting from, or relating to any of the following:

(1) any bodily injury, personal injury, death, or damage to property (including any loss of use thereof) ("**Injury**") occurring in, about, or from the Premises as a result of, caused by, or relating to, whether in whole or in part, any (a) act or omission of Tenant or any Tenant Party, or (b) occurrence in, about, or from the Premises (including without limitation any such act, omission or occurrence associated with Tenant's work and use or occupancy of the Premises during the Term of this Lease or during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises); and

(2) any Injury arising out of, resulting from, or relating to any breach or default by Tenant under this Lease.

THE RELEASE CONTAINED IN THIS PARAGRAPH A (i) IS INDEPENDENT OF TENANT'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM OF THIS LEASE, AND (iv) WILL APPLY EVEN IF AN INJURY OR LOSS IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD, LANDLORD PROTECTED PARTIES OR TENANT, BUT WILL NOT APPLY TO THE EXTENT AN INJURY OR LOSS IS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD PROTECTED PARTIES.

B. Except as otherwise provided in Articles 10.A., 10.B., and 11.C., of this Lease, Landlord and Tenant each hereby release each other and Landlord Protected Parties from all claims or liabilities for property loss or damage to the Premises or Building, damage to or loss of personal property within the Building, and loss of business or revenues that are covered by the releasing party's insurance or that would have been covered by the required insurance if that party fails to maintain the insurance coverages required by this Lease. Landlord and Tenant will notify the issuing insurance companies of the release set forth in this paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of coverage; provided, however, that this release by Landlord as the releasing party shall not be operative in

any case where the effect thereof is to invalidate its property coverage or increase the cost thereof. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY (OR THAT RELEASED PARTY'S OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES) BUT WILL NOT APPLY TO THE EXTENT THE LOSS OR DAMAGE IS CAUSED BY (1) THE WILLFUL MISCONDUCT OF THE RELEASED PARTY (OR THAT RELEASED PARTY'S OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES), OR (2) THE NEGLIGENCE OR INTENTIONAL ACTS OF TENANT, ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES TO THE EXTENT SUCH LOSS OR DAMAGE IS OTHERWISE COVERED BY ANY INSURANCE MAINTAINED BY TENANT, NOR WILL THIS RELEASE AND WAIVER APPLY TO ANY DEDUCTIBLE AMOUNTS UNDER ANY POLICY CARRIED BY LANDLORD OR ANY DEDUCTIBLE AMOUNTS EQUAL TO OR LESS THAN THE AMOUNTS SPECIFICALLY STATED IN THIS LEASE WITH RESPECT TO POLICIES REQUIRED TO BE MAINTAINED BY TENANT**; provided, however, that if no such amounts are specifically stated under this Lease with respect to Tenant's polices, Tenant will be responsible for any deductible or self-insured retention under its property insurance.

C. Subject to paragraph B of this Article, Landlord and Landlord Protected Parties shall not be liable or responsible to Tenant or its employees for any loss or interruption of business, or any bodily injury, personal injury, death, or damage to property (including loss of use thereof) sustained by Tenant or its employees (or any persons claiming through Tenant or its employees) caused by, arising out of, or relating to any of the following: (1) any occurrence, event, condition, or defect in or upon the Premises; (2) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty; (3) any steam, fire, sewage, sewage gas, odors, roof leaks, gas, oil, water, rain, snow, or frost that may leak into, or issue or flow from, any part of the Premises from (i) drains, (ii) gutters, (iii) down spouts, (iv) water, gas, sewer, or steam pipes, (v) plumbing, or (vi) any other place or area; (4) the breaking, bursting, stopping, leaking, failing, or disrepair of or defect in any pipes, faucets, and windows, or of the HVAC system, electrical system, or other system; (5) the falling of any wall fixture, plaster, or ceiling materials; (6) the exercise of any rights by Landlord under the terms of this Lease; (7) events of Force Majeure (as defined below); (8) vandalism, theft, or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Project or of any occupant of any property adjoining the Project; and (9) any interference with, interruption of or failure beyond the control of Landlord. **THE EXCULPATION IN THIS PARAGRAPH WILL APPLY EVEN IF SUCH INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD PROTECTED PARTIES, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF THE LANDLORD OR LANDLORD PROTECTED PARTIES.**

8. LANDLORD'S INSURANCE

A. During the Term of this Lease, Landlord shall maintain commercial property insurance on the Building and Project (exclusive of any alterations, additions, improvements, and betterments constructed in and about the Premises by or on behalf of Tenant) in an amount not less than eighty percent (80%) of the replacement cost thereof. In addition to property insurance, Landlord's insurance may include such other insurance as determined by Landlord or any mortgagee of Landlord, including but not limited to commercial general liability insurance in such amount as determined by Landlord or Landlord's mortgagee. The cost of Landlord's insurance (including deductibles) shall be an Operating Expense for which Tenant will be charged its Proportionate Share pursuant to Articles 4.D. and 4.E. of this Lease.

B. Landlord shall have the right to employ an insurance consulting firm to attempt to assure a competitive insurance cost on the Premises, Land, Building and/or Project, and the cost of such consultant shall be included in the Operating Expenses.

9. TENANT'S INSURANCE

Tenant shall, during the Term (and during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises), procure at its expense and keep in force the following insurance:

A. Commercial general liability insurance in amounts of $1,000,000 per occurrence, $2,000,000 general aggregate (per location), $2,000,000 products/completed operations aggregate or, following the expiration of the initial Term, such other amounts as Landlord may from time to time reasonably require, with coverage for $100,000 damage to "premises rented to you", and an Excess Limits (Umbrella) Policy in the amount of $2,000,000 (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., the sale, service or consumption of alcoholic beverages], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter [including liquor liability, if applicable] in such amounts as Landlord may reasonably require), insuring Tenant, Landlord, its members, managers, parent, affiliates, subsidiaries and their respective successors and assigns, Landlord's property management company, Landlord's asset management company and, if requested in writing by Landlord, Landlord's mortgagee against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises and (without implying any consent by Landlord to the installation thereof) the installation, operation, maintenance, repair or removal of any equipment of Tenant located in the Project, other than the Premises

B. Insurance covering the full value of all additions, alterations and improvements and betterments in the Premises, naming Landlord and Landlord's mortgagee as additional insureds as their interests may appear, and insurance covering the full value of all furniture, trade fixtures and personal property (including property of Tenant or others) in the Premises or otherwise placed in the Project by or on behalf of Tenant, any assignees or subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests and invitees.

C. Worker's compensation insurance to statutory limits and employer's liability coverage having a minimum limit of $1,000,000 bodily injury for each accident, $1,000,000 bodily injury by disease for each employee, and $1,000,000 bodily injury disease aggregate.

D. Business automobile liability insurance written on an occurrence basis, including coverage for owned, non-owned, and hired autos, such policy having a minimum limit of $1,000,000 per accident.

E. Intentionally Deleted.

The property insurance to be maintained by Tenant may have a deductible of no more than $10,000 per occurrence; and, all other insurance to be maintained by Tenant shall have no deductible. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. All of Tenant's insurance policies, except workers' compensation and employer's liability, shall include Landlord, its members, managers, parent, affiliates, subsidiaries and their respective successors and assigns, and Landlord's property manager and Landlord's mortgagee (if requested by Landlord) as additional insureds or loss payees as their interests may appear. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten days prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least 15 days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies (but at least ten [10] days before cancellation for non-payment of premiums). All such insurance policies shall be in form, and issued by companies with a Best's rating of A-:VIII or better, reasonably satisfactory to Landlord. If, in the commercially reasonable opinion of Landlord's insurance advisor, the amount of scope of such coverage is deemed inadequate in the event of change in Tenant's risk profile or at any time during the renewal of the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's insurance advisor deems adequate. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

10. MAINTENANCE AND REPAIR BY LANDLORD

A. Subject to Tenant's payment of its Proportionate Share of Operating Expenses pursuant to the provisions of Articles 4.D. and 4.E., Landlord shall maintain only the roof (exclusive of flashing around any rooftop HVAC units), foundation and the structural soundness of the exterior walls of the Building in good repair and any utility lines (sewer, water, gas or electrical) located outside the boundaries of the Premises up to the point of connection inside of the Premises or that serve other premises in common with the Premises (e.g., main utility lines), reasonable wear and tear excepted. The term "**exterior walls**" as used herein shall not include windows, glass or plate glass, doors, special storefronts, or office entries. If any of the foregoing repairs or maintenance is required because of any act or omission of Tenant or the Tenant Parties, then, notwithstanding Article 7, Tenant shall pay Landlord upon demand all costs and expenses incurred by Landlord in performing such repairs or maintenance.

B. Tenant shall repair and pay for any damage caused by the actions or inactions of Tenant, and any Tenant Party, or caused by Tenant's Default or failure to discharge its obligations and duties to repair and maintain the Premises as provided in this Lease.

C. Tenant shall promptly give Landlord written notice of any defect or need for repairs after which Landlord shall have a reasonable opportunity to repair same or cure such defect. Landlord shall be allowed full access at all times to the Premises by Tenant, upon prior notice, which such notice may be given telephonically or electronically (except in the case of any emergency then Landlord shall not be obligated to provide any such notice) for the purpose of fulfilling or attempting to fulfill its obligations under this Article 10. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs, replacement or maintenance or the curing of such defect.

11. MAINTENANCE AND REPAIR BY TENANT; COMMON AREA MAINTENANCE

A. Tenant shall, at its sole expense, repair and maintain all parts of the Premises, except those for which Landlord is expressly responsible under this Lease, in good condition, making all necessary repairs, maintenance and replacements, including but not limited to, ceiling tiles, skylights, windows and doors (including the inside and outside of all plate glass in such windows and doors), signs, office entries, railings, interior walls (including interior columns) and finish work, floors and floor covering, concrete slab (but not foundation), heating and ventilation and air conditioning systems—inclusive of condensing unit, flashing around rooftop units and, to the extent exclusively serving the Premises, the associated ductwork and vents (collectively, "**HVAC**"), warehouse unit heaters (if any), dock boards and ramps, truck doors, dock bumpers, plumbing fixtures, termite and pest extermination, removal of trash and debris, and handicap access areas, and shall keep the whole of the Premises in a safe, clean and sanitary condition. Tenant shall not cause or permit trash to accumulate in or around the Building.

B. In addition, Tenant shall, at its sole expense, repair and maintain the portions of the Premises and the Building exclusively serving the Premises and which are not in common with other tenants, including but not limited to plumbing, drains, electrical systems, natural gas lines (if any), gutters, downspouts, exterior painting, trees, shrubs, landscaping, parking areas, driveways, sidewalks, curbs, bollards, railings, loading areas, rail spur areas, private roads and alleys, lighting, hallways, and other areas and improvements exclusive of the roof, foundation and other structural components of the Building.

C. Tenant shall not damage or cause penetrations in the roof or any wall (inclusive of any exterior walls, interior walls, demising walls, and partitions) or disturb the integrity or support provided by any such wall. If the roof or any such wall or support is damaged by Tenant or any Tenant Party, Tenant shall immediately notify Landlord of the damage, and Landlord, in its sole discretion, shall have the right (but not the obligation), upon notice to Tenant, at any given time, to make the applicable repairs or replacements relating to the damaged roof, wall, or structure, at Tenant's sole expense, and all expenses incurred by Landlord shall be paid by Tenant, as additional rent, upon demand, together with an administrative charge equal to twelve percent (12%) of the amounts thus expended by Landlord. If Landlord by written notice to Tenant does not elect to make any such repairs or replacements, Tenant shall, within 15 days after receiving such notice from Landlord, perform the necessary repairs or replacements as determined Landlord and in a good and workmanlike manner. In no event shall Tenant commence any such repairs or replacement without first notifying and affording Landlord the opportunity to make such repairs or replacements at Tenant's expense in accordance with this paragraph. Landlord's performance of Tenant's obligations under this Article shall not be deemed a waiver or release of Tenant's responsibility or liability for any such obligations.

D. Subject to Tenant's payment of its Proportionate Share of Operating Expenses pursuant to the provisions of Articles 4.D. and 4.E., Landlord shall maintain and repair the Common Areas, normal wear and tear excepted. As used in this Lease, "**Common Areas**" means all areas, spaces, facilities and equipment (whether or not located within the Building) made available by Landlord for the common use or benefit of Landlord, Tenant, and others designated by Landlord that are using or occupying space in the Building or the Project, including, but not limited to, loading docks, rail spur areas, walkways, sidewalks and driveways necessary for access to the Building, parking areas, landscaped areas, and any such other areas and facilities within the Project that Landlord makes available from time-to-time for the non-exclusive use or benefit of tenants generally (exclusive of the roof, foundation and other structural components of the Building), all of which shall be operated and maintained by Landlord in such manner as Landlord, in its discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Areas. The Common Areas may, at Landlord's election, include areas in adjoining properties that are or become available to Landlord and tenants of the Project. Landlord shall charge to Tenant pursuant to Articles 4.D. and 4.E. Tenant's Proportionate Share of the cost of operation and maintenance of the Building, the Project, and the Common Areas. Such costs may include, without limitation, all expenses and disbursements of every kind which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation, and maintenance of the Building and the Project (and associated Common Areas), including but not limited to the following:

(1) wages and salaries (including management fees, not to exceed 6% of gross revenues of the Project) of all employees, agents, consultants and other personnel engaged by Landlord in the operation, repair, replacement, maintenance, and security (if any) of the Project, including taxes, insurance and benefits relating thereto; provided, however, that such wages and salaries of any such employees, agents, consultants or other personnel not fully devoted to the Project shall be equitably prorated by Landlord;

(2) all supplies and materials used in the operation, maintenance, repair, replacement, and security (if any) of the Building and Project;

(3) annual cost of all capital improvements made to the Building or Project, including Common Areas, in order to comply with any law hereafter promulgated by any governmental authority, or that are reasonably expected to reduce overall Operating Expenses, as amortized on a straight-line basis over the useful life (as determined by Landlord in its sole and absolute discretion) of such improvements;

(4) the amortized cost of furnishing and installing capital items that are primarily for the purpose of reducing any of the costs described in this Article 11.D. or avoiding increases in any of the costs described in this Article 11.D., with any such amortization being based on a straight-line basis over the useful life (as determined by Landlord in its sole and absolute discretion) of such items;

(5) cost of all utilities, other than the cost of utilities required to be directly paid by the Building's tenants (including Tenant under Article 12 of this Lease);

(6) cost of any insurance or insurance related expense applicable to the Building or Project, including Common Areas, and Landlord's personal property used in connection therewith (including, without limitation, any payments made to satisfy any deductibles or self-insured retentions and the allocable cost of any blanket insurance policies);

(7) cost of repairs, replacements, and general maintenance of the Building and Project (including all Common Areas and non-capital roof repairs to the Building), including, without limitation, the cost to repair, reseal and re-stripe the parking and access drive areas included within the Common Areas; and

(8) cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security (if any) of the Building and Project (including, without limitation, alarm service, window cleaning, exterior painting, mowing, trash collection, snow, ice, debris and waste removal, and landscape maintenance) and all expenses and costs (including legal fees and expenses) incurred for the general benefit of the Building and Project (e.g., tax disputes).

F. If Tenant fails to perform any of its repair, maintenance or replacement obligations as required in this Article 11 within five (5) days after written notice from Landlord (or in case of emergency if those obligations are not completed immediately following such notice), Landlord may perform and satisfy any such obligations (but shall not be obligated to do so), and Tenant shall with respect to such obligations otherwise performed by Landlord, be liable for and pay to Landlord as additional rent the cost of same plus a twelve percent (12%) administrative fee

within ten (10) days after written request. The remedies provided in this paragraph are in addition to those provided in Article 21, and Landlord's exercise of any remedy set forth in this paragraph shall not constitute a waiver by Landlord of Tenant's failure to perform any such repair, maintenance or replacement obligations.

G. Intentionally deleted.

H. Tenant shall, at its sole expense, enter into and maintain during the Term of this Lease a regularly scheduled preventive maintenance agreement with a maintenance contractor for servicing all HVAC and other associated equipment serving the Premises (the "**HVAC Contract**"). Landlord reserves the right to approve or disapprove the HVAC Contract and the contractor(s) performing work on the HVAC and other equipment serving the Premises. The preventive maintenance agreement must include all services recommended by the equipment manufacturer (including specifically quarterly maintenance and all services set forth on **Schedule II** attached hereto) and must become effective and a copy thereof delivered to Landlord prior to Tenant taking possession of the Premises and thereafter within ten (10) days of request by Landlord. Landlord further reserves the right, at Landlord's sole option, to enter into a preventive maintenance agreement directly with a contractor selected by Landlord for the HVAC and equipment serving the Premises and, if Landlord exercises such right, Tenant agrees that (a) Tenant shall pay Landlord, at least once quarterly, the actual fees incurred and other charges payable by Landlord under such agreement; and (b) except as otherwise expressly provided in this Lease, Landlord will not be deemed to have warranted such systems and equipment nor otherwise agreed to replace same, it being understood that Tenant will remain responsible for the entire cost to repair, replace and otherwise maintain such systems and equipment in excess of the costs, if any, covered by or payable under any such agreement (e.g., if the service provider recommends that the condenser unit be replaced, Tenant will be liable for the cost of such replacement, as the preventive maintenance agreement covers only maintenance, not equipment replacement) subject, however, to the HVAC Cap. At least fourteen (14) days before the Expiration Date, the earlier termination of this Lease, or the termination of Tenant's right to possess the Premises, Tenant shall deliver to Landlord a certificate from an engineer reasonably acceptable to Landlord certifying that the HVAC is then in good repair and working order (which obligation shall survive any such expiration or termination).

I. Notwithstanding anything in this Article 11 to the contrary, and provided Tenant (a) is not in default under this Lease and (b) has maintained the HVAC Contract at all times, Tenant's repair and maintenance costs (exclusive of the costs of the HVAC Contract) for the HVAC units serving the Premises as of the Commencement Date (and exclusive of any units or systems installed by Tenant) shall be capped at $1,500.00 per unit, per year (the "**HVAC Cap**") (except to the extent repair or replacement is necessitated by the negligence or willful misconduct of any Tenant-related person, in which case Tenant shall be responsible for all costs) during the initial Term, with Landlord being responsible for any additional costs. In the event any HVAC unit fails and requires replacement during the initial Term (in the commercially reasonable judgment of Landlord and Landlord's HVAC consultant), Landlord shall pay for all replacement costs over the HVAC Cap. Following the installation of the replacement unit, Tenant shall take steps to add said replacement unit to the HVAC Contract, said unit shall no longer be subject to the HVAC Cap, and Landlord shall have no further repair or replacement obligations with respect to such unit. For the sake of clarity, the HVAC Cap shall not apply to any supplemental HVAC units installed by Tenant in the Premises, which Tenant shall install, maintain, repair and replace at Tenant's sole cost and expense.

12. **UTILITIES**

(A) Landlord agrees to provide, at its sole expense, the connections to the Premises for sewer, water, electricity, natural gas (if any), and telephone service utilities. To the extent that any such utilities are separately metered or measured directly to the Premises, Tenant shall pay directly to the utility provider or Landlord, as applicable, for all directly measured or metered usage charges for water, gas, heat, light power, telephone, sewer, fire sprinklers and all other utilities and services used on or from the Premises, together with any taxes, assessments, deposits, surcharges or other additional charges, penalties or the like pertaining thereto and any repair and maintenance charges for utilities which are otherwise Tenant's responsibility to repair and maintain under this Lease, and Tenant shall furnish all electric light bulbs and tubes and elements. If any such services are not separately metered or measured directly to the Premises and are used in common with other tenants of the Building or Project, Tenant shall pay its proportionate share of the cost of such services pursuant to Article 4.D. of all charges jointly metered with other tenants of the Building, which proportionate share will be based on square footage of floor space leased to each tenant using such jointly metered or otherwise shared services; provided, however, that Landlord shall have the right to charge Tenant with a greater share of the cost of such services on an equitable basis to the extent Tenant is using a disproportionately large amount of the services in relation to the other tenants of the Building and/or Project. Landlord reserves the right to cause any of said services to be separately metered to Tenant at Tenant's sole expense. Tenant shall heat the Premises as necessary to prevent any freeze damage to the Premises or any portion thereof, including, but not limited to the freezing or bursting of pipes. Tenant's use of electric current shall at no time exceed the capacity of the feeders or lines to the Building or the risers or wiring installation of the Building or the Premises. Landlord shall not be liable or pay for any interruption, re-establishment, or failure of utility services to the Premises, other than those directly caused by Landlord's grossly negligent failure or refusal to repair and maintain any utility lines (sewer, water, gas or electrical) located outside the boundaries of the Premises up to the point of connection inside the Premises, to the extent such repair and maintenance is Landlord's obligation under this Lease.

(B) Notwithstanding the foregoing, if any utility interruption is caused by the gross negligence or willful act of Landlord and lasts for more than three (3) consecutive business days after Landlord's receipt of written notice of such failure from Tenant ("**Interruption Notice**"), and as a result of such interruption, the Premises (or a material portion thereof) are unfit for occupancy by Tenant and are vacated by Tenant, then Base Rent shall abate equitably, based on the portion of the Premises unfit for occupancy and vacated by Tenant, during the period following the fifth business day after Landlord's receipt of the Interruption Notice until such utility service is restored.

13. **TAXES**

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A. Tenant shall pay, pursuant to Articles 4.D. and 4.E., Tenant's Proportionate Share of all taxes, assessments and governmental charges of any kind and nature imposed upon the Premises, Land, Building, or Project of which the Premises are a part (referred to herein as "**Taxes**"). If at any time during the Term, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received from the Premises, Land, Building, or Project, and/or a franchise or margin tax, assessment, levy or charge measured by or based, in whole or in part upon such rents from the Premises, Land, Building, or Project in which the Premises is located, then all such taxes, assessments, levies, or charges, or the part thereof so measured or based, shall be deemed to be included within the term Taxes (excluding, however inheritance, estate, and income taxes).

B. Tenant shall be liable for and pay all taxes, assessments, levies, and governmental charges imposed against any personal property or fixtures placed in the Premises. If any such taxes, assessments, levies, or governmental charges are against Tenant's property and (i) Landlord pays same or (ii) the assessed value of Landlord's property is increased by inclusion of Tenant's personal property and fixtures and Landlord pays all or part of same, then, within five (5) days after written request, Tenant shall pay same to Landlord.

C. Landlord shall have the option, but not the obligation, to pay any taxes, assessments, levies, and charges (whether or not included in the aforementioned definition of Taxes) payable by Tenant under this Lease or by law. If Landlord does so, Tenant shall pay to Landlord the amount so paid within five (5) days after written request.

D. Landlord shall have the right to employ a tax consulting firm to attempt to assure a fair tax burden on the Premises, Land, Building and/or Project within the applicable taxing jurisdiction, and Tenant's Proportionate Share of the cost of such consultant shall be included as taxes to be charged to Tenant pursuant to this Article.

E. Tenant has no right to protest the real estate tax rate assessed against the Project and/or the appraised value of the Project determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values (each a "**Taxing Authority**"). Tenant hereby knowingly, voluntarily and intentionally waives and releases any right, whether created by law or otherwise, to (a) file or otherwise protest before any Taxing Authority any such rate or value determination even though Landlord may elect not to file any such protest; (b) receive, or otherwise require Landlord to deliver, a copy of any reappraisal notice received by Landlord from any Taxing Authority; and (c) appeal any order of a Taxing Authority which determines any such protest. The foregoing waiver and release covers and includes any and all rights, remedies and recourse of Tenant, now or at any time hereafter, under any current applicable Georgia laws together with any other or further laws, rules or regulations covering the subject matter thereof. Tenant acknowledges and agrees that the foregoing waiver and release was bargained for by Landlord, and Landlord would not have agreed to enter into this Lease in the absence of this waiver and release. If, notwithstanding any such waiver and release, Tenant files or otherwise appeals any such protest, then Tenant will be in default under this Lease and, in addition to Landlord's other rights and remedies, Tenant must pay or otherwise reimburse Landlord for all costs, charges and expenses incurred by, or otherwise asserted against, Landlord as a result of any tax protest or appeal by Tenant, including, appraisal costs, tax consultant charges and attorneys' fees (collectively, the "**Tax Protest Costs**").

14. ALTERATIONS AND FIXTURES

(A) Tenant shall not make any alterations, additions, or improvements (collectively, "**Alterations**") to the Premises, Land or Building (including but in no way limited to roof and wall penetrations) without the express prior written consent of Landlord. Tenant may, without the consent of Landlord, but at its sole expense and in a good and workmanlike manner, erect such shelves, bins, machinery and trade fixtures (collectively, "**Fixtures**") without altering the structural soundness, aesthetics or basic character of the Premises, Land or Building or its walls, and in any case complying with all applicable governmental laws, ordinances, decisions, orders, decrees, and regulations and all insurance requirements. All permanent Alterations erected by Tenant that are affixed to the Premises or the Building shall be and remain the property of Landlord during the Term of this Lease; however, Tenant shall, unless Landlord otherwise elects in writing, remove all Alterations and Fixtures (other than any HVAC, which shall not be removed) erected by Tenant and restore the Premises to its original condition by the end of the Term (or earlier termination of this Lease or of Tenant's right to possession of the Premises) or upon earlier vacating of the Premises, whichever comes first. Notwithstanding the foregoing, if Landlord so elects in writing prior to the end of the Term of this Lease or upon Tenant's earlier vacating of the Premises, such Alterations as Landlord elects to have remain in the Premises shall remain the property of Landlord upon and after such end of the Term or Tenant's earlier vacating of the Premises. All removals and restorations by Tenant shall be accomplished in a good and workmanlike manner so as not to damage the Premises, Land or Building or their structural, aesthetic, or functional qualities, and Tenant shall repair any such damage at its sole cost and expense. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises.

(B) Notwithstanding anything contained in this Section 14 to the contrary, subject to Landlord prior written approval of any plans and specifications and subject to Landlord supervision of the installation therewith, Tenant may install, at Tenant's sole cost and expense, a security card system in the Premises. Prior to the termination or earlier expiration of the Term, Tenant shall, at Tenant's sole cost and expense, remove such security card system in accordance with the terms of this Lease.

15. SIGNS AND SIGN REMOVAL

After first obtaining express written approval from Landlord, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to erect signs on the exterior walls of the Building and on the monument sign at the entrance to the Project, as well as directional signs to the Premises within the Project campus, in accordance with signage specifications established by Landlord ("**Landlord's Signage Criteria**"). Any such signs to be securely attached parallel to the walls monument, or ground as appropriate and shall be in keeping with the general scheme of the

signs and aesthetic characteristics in the immediate vicinity of the Premises and shall not be other than customary trade signs identifying the business of Tenant. Tenant shall not erect any sign over the public way, over the roofline, or on the roof, nor paint or otherwise deface or alter the exterior walls of the Building or Premises. Any signs erected by or on behalf of Tenant shall comply with all applicable laws, zoning ordinances, building restrictions, covenants of record, and Landlord's Signage Criteria. Tenant shall, at its expense, maintain such permitted or required signs in good state of repair and, on the expiration of this Lease (or earlier termination of this Lease or Tenant's right to possession), Tenant shall remove all such signs and shall repair any damage or disfigurement, and close any holes, caused by such removal. Landlord reserves the right, at Tenant's sole cost, to install (or require that Tenant install) signage identifying Tenant on the exterior of the Building or the Premises in accordance with Landlord's Signage Criteria and the provisions of this paragraph. Except as expressly set forth in this Article 15, no window signage, door plaques, or notices shall be displayed, painted or affixed by Tenant on any part of the Project, Building or exterior of the Premises (including either side of any doors or windows to the extent visible from the exterior of the Premises) without the prior written consent of Landlord. Landlord may, upon five (5) business days' prior written notice, remove any sign installed in violation of this Article, and Tenant shall pay the cost of such removal and any restoration costs associated therewith as additional rent.

16. **ASSIGNMENT OR SUBLETTING**

Tenant may not assign this Lease or sublease the Premises in whole or in part without Landlord's prior express written consent (not to be unreasonably withheld, conditioned or delayed); provided, however, so long as no Default has occurred and Tenant is occupying the entire Premises, Tenant may sublet the entire Premises or a portion thereof to the Downtown Development Authority of the City of Clarkston (the "**DDA**") without Landlord's prior written consent, provided that (i) Tenant shall promptly notify Landlord of any such sublease to DDA, (ii) Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, and shall further remain subject to the provisions on this Article 16 with respect to any future assignment or transfer. Any assignment or sublease, including a sublease to the DDA, shall be in accordance with and subject to the following conditions, the satisfaction of which shall be in the sole discretion of Landlord:

A. If Tenant desires to assign this Lease or sublet the Premises or any part thereof, then, at least sixty (60) days prior to the proposed effective date of any assignment or sublease, Tenant shall deliver to Landlord a written notice of intention to assign or to sublease, which notice shall include a written description of all terms and conditions of the proposed assignment or sublease, copies of the proposed documentation, and the following information about the proposed assignee or subtenant: name and address; reasonably satisfactory information about its business; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed assignee's or subtenant's creditworthiness and character. Any request by Tenant for Landlord's consent to any assignment or subletting must, in order to be effective, be accompanied by a processing fee of $2,500 per request, or such greater amount as may be reasonable under the circumstances, for all expenses (including reasonable attorney's fees) incurred by Landlord in reviewing any such requested consent, whether or not any such consent is granted. Any assignment or subletting, without Landlord's prior written consent, to the extent required by this Article, will be a Default under this Lease, and Landlord, in its sole discretion and in addition to its other remedies, may declare void any such assignment or subletting. If Landlord consents to a proposed assignment or subletting, then the proposed assignee or subtenant shall deliver to Landlord a written agreement, in a form satisfactory to Landlord, whereby the assignee or subtenant expressly assumes the Tenant's obligations hereunder (however, in the event of transfer involving an assignment or subletting of less than all of the space in the Premises the proposed assignee or subtenant shall be liable only for obligations under this Lease that are properly allocable to the space subject to such transfer, and, with respect a sublease, only to the extent of the rent it has agreed to pay Tenant).

B. Landlord may, within 15 business days after submission of Tenant's written request for Landlord's consent to an assignment or subletting of all or substantially all of the Premises for all or substantially all of the remainder of the Term, cancel this Lease as of the date the proposed Transfer is to be effective. If Landlord cancels this Lease, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord all Rent accrued through the cancellation date. Thereafter, Landlord may lease the Premises to the prospective transferee (or to any other person) without liability to Tenant. Notwithstanding the foregoing, if Landlord provides written notification to Tenant of its election to cancel this Lease as to any portion of the Premises as provided above, Tenant may rescind its proposed assignment or subletting of all or any portion of the Premises by notifying Landlord in writing within three business days following Landlord's written cancellation notice.

C. In the event of the assignment of this Lease or sublease of all or any portion of the Premises where the rental reserved in the assignment or sublease exceeds the rental or the pro-rata portion of the rental, as the case may be, for such space reserved in this Lease, Tenant shall pay the Landlord monthly, as additional rent, at the same time and at the same place as the monthly installments of rent hereunder, the excess of the rental reserved in the assignment or sublease over the rental reserved in this Lease applicable to the assigned or subleased space.

D. None of Tenant's obligations to Landlord under this Lease shall be waived, forfeited, compromised, released or novated regardless of any assignment or sublease, and any assignment or sublease shall be expressly subject to and in compliance with the provisions of this Lease. Further, the terms and conditions of this Lease shall take precedence over and control the provisions of any sublease or assignment to the extent of conflict or differing interpretation.

E. Tenant acknowledges and agrees, by way of example and without limitation, that it shall not be unreasonable for Landlord to withhold its consent to a proposed assignment or subletting if any of the following situations exist or may exist: (a) same would cause Landlord to be in violation of its obligations under another lease or agreement to which Landlord is a party; (b) in Landlord's judgment, a proposed assignee or subtenant has a smaller net worth than Tenant had on the date this Lease was entered into with Tenant or is less able financially to pay the rents due under this Lease as and when they are due and payable; (c) a proposed assignee's or subtenant's business will impose a burden on the Building's or Project's parking facilities, Common Areas or utilities that is greater than the burden imposed by

Tenant, in Landlord's judgment; (d) the terms of a proposed assignment or subletting will allow the proposed assignee or subtenant to exercise a right of renewal, right of expansion, right of first offer, right of first refusal, or similar right held by Tenant; (e) a proposed assignee or subtenant refuses to enter into a written assignment agreement or sublease, satisfactory to Landlord, which provides that it will abide by and assume all of the terms and conditions of this Lease for the term of any assignment or sublease and containing such other terms and conditions as Landlord deems necessary; (f) the use of the Premises by the proposed assignee or subtenant will not be identical to the use permitted by this Lease; (g) Tenant is in default at the time of the request; (h) Landlord has sued or been sued by the proposed assignee or subtenant or has otherwise been involved in a legal dispute with the proposed assignee or subtenant; (i) the assignee or subtenant is involved in a business which is not in keeping with the then current standards of the Building or Project; (j) the proposed assignee or subtenant is an existing tenant of the Building or Project or is a person or entity then negotiating with Landlord for the lease of space in the Building or Project or another facility owned by Landlord or an affiliate; (k) the assignee or subtenant is a governmental or quasi-governmental entity or an agency, department or instrumentality of a governmental or quasi-governmental agency, except that Tenant may sublet to the DDA on the term and conditions contained in this Article 16; (l) Landlord determines that the proposed assignee or sublessee (A) has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Substances contaminating a property if such contamination resulted from the proposed assignee's or sublessee's actions or use of the property in question, or (B) is subject to any enforcement order issued by any governmental authority in connection with the use, disposal or storage of Hazardous Substances; or (m) a Default has occurred and is continuing at the time of Tenant's request for Landlord's consent, or as of the effective date of such assignment or subletting. Tenant acknowledges and agrees that the list set forth above has been included for illustration purposes only and does not represent the sole or exclusive basis upon which Landlord may withhold Landlord's consent to any assignment or subletting.

F. The involvement by Tenant or its assets in any transaction, or series of transactions by purchase, merger, consolidation, or reorganization, including a direct or indirect transfer of control of Tenant or ownership interests of Tenant, whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, shall be considered to be an assignment of this Lease by Tenant to which Landlord may withhold its consent.

17. DAMAGE OR DESTRUCTION

A. If, at any time prior to the Commencement Date or during the Term, the Premises or the Building should be destroyed or damaged by fire or other casualty to an extent greater than twenty percent (20%) of the full replacement cost, less reasonable depreciation under the straight line method, of the Premises or the Building, Landlord shall have the right and option of either:

(1) terminating this Lease by so notifying Tenant within one hundred twenty (120) days after the date of destruction or damage; or

(2) repairing or rebuilding such damaged or destroyed portions of the Premises or Building in substantially the same condition that existed immediately prior to such damage or destruction, in which event rental shall be reduced during the time and in proportion to the portions of the Premises, if any, that are rendered untenantable, provided that, if such damage or destruction was the result of the acts or omissions of Tenant or any Tenant Party, rental shall not be reduced during such period.

B. If during the Term there should be any such damage or destruction, but to an extent equal to or less than the said twenty percent (20%) of the depreciated replacement cost as discussed above, this Lease shall continue and Landlord shall repair or rebuild the damaged or destroyed portions of the Premises as set forth in Article 17.A. above, and the rent shall be reduced in proportion to the portions of the Premises, if any, that are rendered untenantable for the period of the repair or rebuilding so long as the damage is not the fault of Tenant or any Tenant Party; provided, however, that Landlord shall have no obligation to spend or incur costs for such repair or rebuilding in excess of the insurance proceeds actually received by Landlord, nor shall Landlord have any obligation to repair or rebuild the Premises if such damage or destruction is caused by a casualty not covered by Landlord's insurance; provided, however, that if Landlord elects not to make repairs hereunder, Base Rent and Tenant's Share of Operating Expenses shall reflect the fair-market rate for remaining square footage of the Premises occupied by Tenant, and Landlord and Tenant shall execute an amendment to this Lease setting forth the new rental rate.

C. Notwithstanding anything to the contrary in this Article, if during the last one-half (1/2) of the Term or any extension thereof, there should be any damage or destruction (without any regard to whether the percentage of replacement cost exceeds twenty percent (20%)) to the Premises or the Building, Landlord shall have the same option to terminate this Lease as set forth in Article 17.A.(1) above.

D. If during one hundred twenty (120) days after the occurrence of any damage or destruction which gives rise to the option of Landlord either to terminate, repair or rebuild, Landlord has not delivered to Tenant notice of its decision, then this Lease shall continue in full effect, the option to terminate this Lease shall be deemed to have been waived, and Landlord shall repair or rebuild the Premises, provided Landlord shall have no obligation to spend or incur costs for such repair or rebuilding in excess of the insurance proceeds actually paid to Landlord, and provided further that Landlord shall have no obligation to repair or rebuild the Premises if such damage or destruction is caused by a casualty not covered by Landlord's insurance; provided, however, that if Landlord elects not to make repairs hereunder, Base Rent and Tenant's Share of Operating Expenses shall reflect the fair-market rate for remaining square footage of the Premises occupied by Tenant, and Landlord and Tenant shall execute an amendment to this Lease setting forth the new rental rate.

18. CONDEMNATION

A. If at any time during the Term (1) title to the entire Premises should become vested in a public or quasi-

public authority by virtue of the exercise of expropriation, condemnation or other power in the nature of eminent domain, or by voluntary transfer from the owner of the Premises under threat of such a taking, or (2) if less than the entire Premises be thus taken, or transferred in lieu of such a taking, but it would be legally impossible for Tenant to occupy the portion of the Premises remaining, or such taking adversely affects, in any material respects, Tenant's ability to conduct its trade or business in such remaining portion, then in either event, the Term shall end as of the time of such vesting of title, after which neither party shall be further obligated to the other except for occurrences antedating such taking.

B. Should there be such a partial taking or transfer in lieu thereof, but not to such an extent as to make such continued occupancy and operation by Tenant an impossibility or to both materially and adversely affect such continued occupancy and operation by Tenant, then this Lease shall continue on all of its same terms and conditions subject only to a reduction in rent proportionate to such taking. It is provided, however, that Landlord shall have the right and option to terminate this Lease in the event there is a partial taking or transfer in lieu thereof which affects a portion of the Building and/or the Project to the extent that, in Landlord's reasonable opinion, it is commercially impractical to continue the operation of the Building or the Project in a manner that will justify the continuation of this Lease.

C. In the event of any such taking or private purchase in lieu thereof, all compensation awarded for any taking (or sale proceeds in lieu thereof) of the fee or leasehold interest shall be the property of Landlord, and Tenant shall have no claim thereto, the same being hereby expressly waived by Tenant. Any amounts specifically awarded or agreed upon by Tenant and the expropriating authority for the taking of Tenant's removable trade fixtures shall be the property of Tenant. Tenant further grants Landlord exclusive authority to negotiate with any such authority for payment with respect to both the interest of Landlord and the leasehold interest of Tenant in the Premises.

19. **ENTRY DURING TERM**

A. Landlord shall have the right to enter the Premises throughout the Term, upon prior written notice, wherein such notice may be given telephonically or via electronic mail (except in the event of an emergency in which case Landlord shall not have an obligation to provide any such notice) for the following purposes: (1) inspecting the general condition and state of repair of the Premises; (2) performing such maintenance and other obligations as may be required or permitted by this Lease of Landlord; (3) showing the Premises to any prospective purchasers and lenders; (4) showing the Premises to prospective tenants during the last twelve (12) months of the Term; (5) taking any emergency action which Landlord in its sole discretion deems necessary to protect the Premises, Land or Building; (6) determining whether there has been a Default under this Lease (and entering at any time in the event of Default by Tenant); and (7) any other reasonable purposes.

B. If this Lease is not renewed or extended within one hundred twenty (120) days prior to the end of the Term, Landlord, its officers, agents or assigns, shall have the right to erect on or about the Premises a customary sign advertising the Premises, Building and/or Land for lease or for sale.

20. **DEFAULT**

A. Tenant Default. The following, whether one or more and whether occurring together or separately, shall each be considered a breach and default by Tenant under and of this Lease ("**Default**"):

(1) failure to timely pay all or part of any amount payable under this Lease when the same shall be due;

(2) failure, for any reason whatsoever, to observe or perform any of the other terms, conditions, obligations, agreements, or covenants to be observed or performed by Tenant under this Lease, and such failure continues for (A) the specific period of time stated elsewhere in this Lease as applicable to that performance, if such a period is stated, or (B) if no specific period is stated, ten (10) business days after written notice from Landlord to Tenant specifying the failure;

(3) failure more than twice within any twelve (12) month period to observe or perform any covenant, condition, obligation, or agreement of this Lease, regardless of whether such defaults shall have been cured by Tenant, with the third default at the election of Landlord, in its sole and absolute discretion, being deemed a noncurable Default;

(4) failure, without any grace period, to comply with the provisions of Article 28 entitled "Environmental Hazards";

(5) Tenant or any officer, agent, successor, employee, director, legal representative or assign of Tenant falsifies any report or misrepresents other information required to be furnished to Landlord under this Lease;

(6) Tenant assigns or subleases any of its interest in this Lease or any portion of the Premises, or Tenant is merged or consolidated with any other entity, or there is a transfer of a controlling interest in Tenant, without Landlord's consent as required under Article 16 above;

(7) Tenant or any guarantor of this Lease becomes bankrupt or insolvent or files or has filed against it any debtor or bankruptcy proceeding pursuant to any statute, either of the United States or of any state, or for the reorganization or for the appointment of a receiver or trustee of all or a portion of its property;

(8) Tenant or any guarantor of this Lease makes an assignment for the benefit of creditors, or petitions for or enters into a plan of arrangements; and

(9) Tenant abandons the Premises or suffers this Lease to be seized or otherwise taken under any levy, turnover order, writ of execution or any other order, decree, writ or judgment.

B. Landlord Default. Subject to applicable limitations on Landlord's liability, waivers of subrogation, and releases, if Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (or such longer period as may be reasonably required provided that Landlord continuously uses commercially reasonable efforts to cure), Tenant's exclusive and sole remedies shall be an action for actual direct damages or injunctive relief.

21. **REMEDIES**

A. Upon each occurrence of Default, Landlord shall have the option to pursue, at any time and from time to time, any one or more of the following remedies, and/or any other remedy provided by law or in equity, without any notice or demand, Tenant specifically waiving any municipal, county, state or federal law to the contrary:

(1) Terminate this Lease; and/or
(2) Enter upon and take possession of the Premises and terminate Tenant's right to possess the Premises with or without terminating this Lease; and/or
(3) Alter and/or change all locks and other security devices at the Premises with or without terminating this Lease (and Landlord shall not be required to provide a new key or right of access to Tenant as this clause, to the extent permitted under applicable law, shall supersede any applicable statute requiring Landlord to do so, to the extent of any conflict);

and in any such event Tenant immediately shall surrender possession of the Premises to Landlord, and if Tenant fails so to do, Landlord may enter upon and take possession of the Premises and expel or remove Tenant and Tenant's property and any other person and property occupying such Premises or any part thereof, upon five (5) business days' written notice, or resort to legal process and without being liable for prosecution or any claim of damages therefor, including but in no way limited to trespass or loss or damage to persons or property.

B. To the fullest extent permitted under applicable law, If Landlord terminates this Lease, Tenant shall be liable for and shall pay to Landlord within five (5) days after written request the sum of all base monthly rental and other payments owed to Landlord hereunder accrued through the date of such termination, plus an amount equal to (1) the present value (using a discount rate equal to the 90 day U.S. Treasury Bill rate at the date of such determination) of the remaining Total Monthly Payments for the remaining portion of the Lease, calculated as if the Term expired on the date set forth in Article 2, less (2) the then present fair market rental value of the Premises remaining for such period. ~~Landlord's determination of the sum due under this subparagraph shall be determinative unless Tenant conclusively that it is manifestly unreasonable.~~ Any such payment shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer by virtue of an event of default and that the agreed-upon liquidated damages are not punitive or a penalty and are just, fair and reasonable, all in accordance O.C.G.A. Section 13-6-7.

C. If Landlord repossesses the Premises without terminating this Lease, Tenant, at Landlord's option, shall be liable for and shall pay Landlord within five (5) days after written request all of the Total Monthly Payments and other payments owed to Landlord accrued through the date of such repossession, plus all amounts required to be paid by Tenant to Landlord under this Lease through the date of expiration of the Term diminished by all amounts received by Landlord through reletting the Premises for the remainder of the Term. Actions to collect amounts due by Tenant to Landlord under this Article 21.C. may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

D. Upon Default, in addition to any amount provided to be paid herein, Tenant also shall be liable for and shall pay to Landlord (1) brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; (2) the costs of removing and storing Tenant's or other occupant's property; (3) the costs of repairing, altering, remodeling or otherwise putting the Premises into the condition that Tenant would have otherwise been required to return the Premises under Section 22 hereof (4) all reasonable expenses and fees, including but in no way limited to attorney's fees, incurred by Landlord in enforcing or defending Landlord's rights and/or remedies, and (5) interest at the rate of eighteen 18.00% percent per annum on all sums due and owed to Landlord by virtue of any provision of this Lease including without limitation, Base Monthly Rent and late charges, from the time they are due and payable until they are paid.

E. Tenant acknowledges that Landlord has entered into this Lease in reliance upon, among other matters, Tenant's agreement and continuing obligation to pay all rent due throughout the Term. As a result, Tenant agrees that Landlord has no obligation to: **(1)** relet the Premises prior to leasing any other space within the Building or Project; **(2)** relet the Premises (A) at a rental rate or otherwise on terms below market, as then determined by Landlord in its sole discretion, (B) to any entity not satisfying Landlord's then standard financial credit risk criteria, and/or (C) for a use that would (i) be different than Tenant's use prior to the Default, (ii) violate then applicable law or any restrictive covenant or other lease affecting the Building, (iii) impose a greater burden upon the Building's parking, HVAC or other facilities; and/or (iv) involve any use of Hazardous Substances; **(3)** divide the Premises, install new demising walls or otherwise reconfigure the Premises to make same more marketable; **(4)** pay any leasing or other commissions arising from such reletting, unless Tenant unconditionally delivers to Landlord, in good and sufficient funds, the full amount thereof in advance; **(5)** pay, and/or grant any allowance for, tenant finish or other costs associated with any new lease, even though same may be amortized over the applicable Term, unless Tenant unconditionally delivers to Landlord, in good and sufficient funds, the full amount thereof in advance; and/or **(6)** relet the Premises, if to do so, Landlord would be required to alter other portions of the Building, make ADA-type modifications or otherwise install or replace any sprinkler, security, safety, HVAC or other Building operating systems. Tenant further acknowledges that if Tenant raises Landlord's mitigation as an affirmative defense to a claim

made by Landlord prior to any actual reentry of the Premises by Landlord then, in such event, Tenant will be deemed to have automatically waived, and released and discharged Landlord from and against, any and all other claims and defenses to the payment of rent.

F. If Landlord repossesses the Premises, Landlord shall have the right to keep in place and use, or remove and dispose or store all of the furniture, fixtures, equipment and other contents located at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure or repossession by Landlord or third party having a lien thereon, and Tenant shall be liable for any expenses incurred by Landlord in exercising any such rights. Landlord also shall have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("**Claimant**") who presents to Landlord a copy of any instrument represented by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity or legality of said instrument. Landlord may, at its option and without prejudice to or waiver of any rights it may have, (1) escort Tenant to the Premises to retrieve any personal belongings of Tenant and/or its employees not covered by the Landlord's statutory lien or the security interest described in Article 30, or (2) obtain a list from Tenant of the personal property of Tenant or its employees that is not covered by the Landlord's statutory lien or the security interest described in Article 30, and make such property available to Tenant or its employees, as applicable; however, Tenant first shall pay in cash all costs and estimated expenses to be incurred in connection with the removal of such property and making it available. The rights of Landlord herein stated shall be in addition to any and all other rights that Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights granted Landlord are commercially reasonable. Notwithstanding anything contained in this Section 21.F., prior to Landlord's exercise of its rights to place, use, remove or dispose of all of the furniture, fixtures, equipment and other contents located at the Premises as set forth herein, Landlord shall provide thirty (30) days' prior written notice to Tenant notifying Tenant of its intent to exercise Landlord's rights set forth herein. Prior to the expiration of such thirty (30)-day period, Tenant shall provide written instructions ("**Records Instructions**") to Landlord setting forth the relocation and delivery instructions for the relocation of ~~certain government~~all computers and paper records ~~and files and related property~~remaining in the Premises ("**Government Records**"). ~~The Records Instructions shall specify and list the Government Records to be relocated.~~ Any and all shipping costs and costs associated to the relocation of the Government Records shall be paid by Tenant upon receipt of invoice from Landlord. Landlord shall not be liable for any damages or loss during the transport of the Government Records. In the event Tenant does not timely provide the Records Instructions within the 30-day period, Landlord shall store the Government Records in a secure, climate-controlled area at Tenant's sole cost and expense ~~within fifteen (15) days after Landlord's receipt of the Government Records list to be stored~~.

22. CONDITION AT TERMINATION AND KEYS

A. Tenant shall notify Landlord in writing of its intention to vacate the Premises at least ninety (90) days before Tenant will vacate the Premises; such notice shall specify the date on which Tenant intends to vacate the Premises (the "**Vacation Date**"), which date shall not be after the Expiration Date. At least sixty (60) days before the Vacation Date, Tenant shall arrange to meet with Landlord for a joint inspection of the Premises. Tenant shall be responsible for the move-out responsibilities set forth on **Schedule I** to this Lease. After such inspection, Landlord shall prepare a list of items that Tenant must perform before the Vacation Date for purposes of fulfilling Tenant's maintenance, repair, and surrender obligations under this Lease. If Tenant fails to arrange for such inspection, then Landlord may conduct such inspection and Landlord's determination of the work Tenant is required to perform before the Vacation Date shall be conclusive. If Tenant fails to perform such work before the Vacation Date, then Landlord may perform such work at Tenant's cost. Tenant shall pay all cost incurred by Landlord in performing such work within fifteen (15) days after Landlord's request thereof.

B. The Premises and keys to same shall be surrendered to Landlord, broom clean (free of all debris and property of Tenant), no later than 5:00 p.m. on the last day of the Term or earlier termination of this Lease or of Tenant's right of possession, with the entire Premises in good repair, reasonable wear and tear excepted (except as provided to the contrary in this Lease), and with all equipment and systems in good operating condition. Should Tenant surrender the Premises or the equipment or systems in other than the above specified condition, Tenant hereby grants Landlord the right to have the Premises placed in such condition and Tenant agrees to pay the cost of such reconditioning, as well as the Total Monthly Payments for the period necessary to accomplish same, within ten (10) days after written request to Tenant. In addition to Tenant's obligations under this Article 22, Tenant shall not cut or otherwise damage any computer, telecommunications, or any other data or voice cabling and wiring (collectively, "**Cabling**") installed by or on behalf of Tenant within the Premises or Building. If any such Cabling is damaged upon Tenant's surrender of the Lease Premises, the costs incurred by Landlord to repair or "rerun" the Cabling shall be reimbursed by Tenant to Landlord with fifteen (15) days after written request to Tenant. At the end of the Term, Tenant shall surrender all keys to Landlord at the place then fixed for the payment of rent or such other location as specified by Landlord in writing. Notwithstanding anything contained in this Lease to the contrary, if Tenant abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant left in or about the Premises will, at the option of Landlord, be deemed abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any guarantor (and without any obligation to account for such personal property) at the expense of Tenant, and any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in the security interest granted under Article 30 of this Lease. All obligations of Tenant contained in this Article 22 shall survive the end of the Term.

23. HOLDING OVER

If, for any reason, Tenant retains possession of the Premises after the expiration or earlier termination of the Term, such possession shall be deemed to be that of a tenancy-at-sufferance and in no event a tenancy "at will" or from month-to-month or from year-to-year, and it shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease in effect on the last day of the Term (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord

from time to time, upon demand, as Base Monthly Rent for the holdover period, an amount equal to one hundred fifty percent (150%) the Base Monthly Rent in effect on the expiration or earlier termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In the event that Tenant defaults or remains in possession of the Premises or any part thereof after the expiration of the tenancy-at-will created hereby, then Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will. In addition to the payment of the increased Base Monthly Rent as set forth above and all other payments owing under the terms of the Lease, Tenant shall be liable to Landlord for all costs, losses, claims, or liabilities (including attorneys' fees) that Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of the Lease, including but not limited to (and notwithstanding any separate waiver of consequential damages hereunder) Landlord's loss of rental income from one or more prospective tenants for the Premises. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease and this Article 23 shall not be construed as consent for Tenant to retain possession of the Premises.

24. **FINANCIAL STATEMENTS**

Within ten (10) days after written request, Tenant shall furnish to Landlord a copy of Tenant's financial statements (i.e., balance sheet, income statement, cash flow statement, statement of changes in financial position and tax returns) as of the most recently closed period and as of the end of or for Tenant's last fiscal year (and if so requested by Landlord, financial statements of the two (2) years prior to the current financial statement year), which annual financial statements shall be prepared in accordance with sound accounting principles, certified (as to accuracy and completeness) by Tenant's chief financial officer or a certified public accountant, and, if it is the normal practice of Tenant to have its financial statements audited, such financial statements shall be audited by an independent certified public accountant. If Tenant's annual financial statements are not audited by an independent certified public accountant for a particular fiscal year, Tenant shall deliver, in lieu thereof, annual financial statements (i.e., balance sheet, income statement, cash flow statements, statement of changes in financial position, and tax returns) prepared in accordance with sound accounting principles, certified (as to accuracy and completeness) by Tenant's chief financial officer or reviewed by an independent certified public accountant.

25. **SUBORDINATION AND ATTORNMENT**

A. Tenant agrees that this Lease is and shall remain subject to and subordinate to all present and future mortgages, deeds to secure debt, deeds of trust, security agreements, financing statements and all other security instruments and other similar encumbrances (the "**Encumbrances**") affecting the Land or the Building, or any part thereof. The foregoing subordination language shall be self-operative, but, within ten (10) days after written request, Tenant shall execute, acknowledge, verify and deliver to Landlord such certificate(s), letters, representations and agreements in writing as Landlord or its lender may request, acknowledging the subordination of this Lease to such Encumbrances. Notwithstanding the foregoing, any such lender may at any time subordinate its Encumbrance to this Lease, without notice or Tenant's consent, and thereupon this Lease shall be deemed prior to such Encumbrance without regard to their respective dates of execution, delivery or recording and in that event such lender shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Encumbrance and had been assigned to such lender.

B. Nothing in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease in its sole discretion. Should the Landlord assign this Lease or should Landlord enter into Encumbrances affecting all or any portion of the Premises and should the holder(s) of such Encumbrances succeed to the interest of Landlord, Tenant shall be bound to any such holder under all the terms, covenants and conditions of this Lease, and Tenant shall promptly attorn to such holder as Landlord under this Lease.

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26. **EXCULPATION**

Tenant agrees that Tenant shall look solely to Landlord's interest in the Premises, Land and Building for the satisfaction of any claim, judgment, decree, decision, or ruling lawfully requiring the payment of money by Landlord, and no other property or assets of Landlord, its officers, directors, agents, employees, partners, owners, shareholders, members, managers, successors, assigns or legal representatives, shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction, decree, decision or ruling, nor shall any of the foregoing individuals or entities have any liability, whether jointly, individually or derivatively, for any obligation of or any claim against Landlord. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential, indirect, punitive or special damages of any kind.

27. **ESTOPPEL REPRESENTATIONS**

Within fifteen (15) days after written request from Landlord, Tenant shall execute, acknowledge, verify and deliver to Landlord written statements certifying that this Lease is in full force and effect (and, if there has been a modification thereof, that the same is in full force and effect as modified), that there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof), the date to which any rent or other charges have been paid in advance, if any, that all tenant finish allowances and related costs owed by Landlord have been paid in full (or, if not, the specific amount owed) and such other matters as Landlord may, in its sole discretion request. It is understood and agreed that Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease, and if Tenant fails to timely furnish such an estoppel, then such failure shall be deemed Tenant's acknowledgement and agreement of all the information set forth in such estoppel certificate and Landlord or any other third party may rely of the information set forth in such estoppel certificate.

28. **ENVIRONMENTAL HAZARDS**

A. The term "**Hazardous Substances**", as used in this Lease shall mean all pollutants, contaminants, explosives, flammable materials, compressed materials, corrosives and toxic, radioactive and Hazardous Substances, and all other substances, the use, containment, existence, monitoring, transporting, maintenance prevention and/or removal of which is monitored, restricted, prohibited or penalized by an "**Environmental Law**", which term shall mean all federal, state or local laws, ordinances, statutes, orders, directives and decrees, and all orders, directives, rulings, rules, regulations and decisions of a governmental or quasi-governmental authority, and all decisions, orders, decrees and judgments of a judicial or quasi-judicial body, and all rules, regulations, rulings, orders, directives and decisions of any regulatory or quasi-regulatory body relating to the foregoing or the pollution, contamination, regulation, monitoring, cleansing or protection of the environment. Tenant hereby agrees that: (1) no activity or inactivity will be conducted on the Premises that will produce any Hazardous Substances, except for such activities that are part of ordinary course for Tenant's business activities and which are conducted in accordance with all Environmental Laws and have been expressly and specifically approved in advance in writing by Landlord in its sole discretion ("**Permitted Activities**"); (2) Tenant shall be responsible for obtaining any required permits, certificates variances and all approvals and for paying any fees and providing any testing required by any governmental agency; (3) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of "Permitted Materials" (as defined in Article 28.B.), which are properly stored in a manner and location meeting all Environmental Laws and are expressly and specifically approved in advance in writing by Landlord in its sole discretion; (4) no portion of the Premises will be used as a landfill, waste disposal facility, waste storage facility or a dump; (5) there will be no installation of any above ground or underground tanks or other storage facilities of any type; (6) no surface or subsurface conditions will exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; and (7) there will be no Hazardous Substances brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal pursuant to all Environmental Laws, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Laws, its obligations under this Lease, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Law, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. Tenant shall promptly notify Landlord of any communication or report that Tenant makes to any governmental authority regarding any possible violation of Environmental Laws or release or threat of release of any Hazardous Substances onto or from the Premises or the Project. Tenant shall, within five (5) days of receipt thereof, provide Landlord with a copy of any documents or correspondence received from any governmental agency or other party relating to a possible violation of Environmental Laws or claim or liability associated with the release or threat of release of any Hazardous Substances onto or from the Premises or the Project. If at any time during or after the Term, the Premises are found to be (i) contaminated in violation of this Article or (ii) as a result of Tenant's conduct, affected by or exposed to any of the conditions enumerated above, Tenant shall immediately institute proper and thorough cleanup procedures at Tenant's sole cost. If such corrective action is not so taken, Landlord shall have the right, but not the obligation, to perform such work and Tenant shall reimburse Landlord for all costs associated with said work within fifteen (15) days after written request. At the expiration or earlier termination of the Lease, Landlord shall have the right, at its option and at Tenant's sole cost and expense, to undertake an environmental assessment of the Premises to determine Tenant's compliance with all Environmental Laws. Landlord and Tenant agree that Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. The foregoing responsibilities of Tenant in this Article 28 shall survive the end of the Term.

B. "**Permitted Materials**" means the following materials, if any, all in usual and customary quantities stored, used, and disposed of in accordance with all applicable Environmental Law: None.

29. PROHIBITION OF LIENS

Tenant has no authority, express or implied, to create, place or allow any lien or encumbrance of any kind or nature whatsoever upon the Premises, Land, or Building, or in any manner to bind the interest of Landlord or Tenant in the Premises, Land, or Building or to charge any amount payable under this Lease for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant agrees that it will pay or cause to be paid all sums for labor performed or materials furnished in connection with any work performed on the Premises by or on behalf of Tenant or Tenant's contractors. Tenant agrees to give Landlord written notice within five (5) days of the placing of any lien or encumbrance against the Premises, Land, or Building. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Premises or the Project for any reason whatsoever resulting from the acts or omissions of Tenant, its agents or contractors, Tenant shall cause all such liens and lien affidavits to be cancelled and discharged of record by payment, bonding or otherwise, within fifteen (15) days after written notice by Landlord. If Tenant fails to timely take such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest together with an administrative fee of fifteen percent (15%) of such amount shall be paid by Tenant to Landlord within ten (10) business days after written invoice by Landlord.

30. INTENTIONALLY OMITTED

31. SEVERABILITY AND INTERPRETATION

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent and for any reason, be declared invalid or unenforceable by a court of law or regulatory agency, the remainder of this Lease and the application of such term, covenant or condition to persons or circumstances other than those which or to which such may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease will not be construed more or less favorably between the parties by reason of authorship or origin of language.

32. **FURNISHING NOTICE**

Any notice, demand, request or other communication required or permitted under this Lease shall be in writing (except where verbal notice is expressly permitted under this Lease) and shall be (i) deposited in the US mail, postage prepaid, registered or certified, with return receipt requested; or (ii) sent by a nationally recognized overnight delivery service for next day delivery with proof of delivery or attempted delivery evidenced by a delivery certificate. Any such notice, demand, request or other communication will be deemed to have been received as follows: (i) if it is delivered by US mail (postage prepaid, registered or certified, with return receipt requested), when delivered or attempted to be delivered as documented in a delivery receipt; and (ii) if it is sent by overnight delivery service, when delivered or attempted to be delivered as documented in a delivery certificate. In the event any such notice, demand, request or other communication was sent by US mail or overnight delivery service as provided above and is refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the sender did not receive written notice delivered in accordance with this paragraph, then any such communication will be deemed to have been received as of the date of the first attempted delivery. For purposes of notice, the addresses of the parties shall be as set forth in the Summary of Basic Lease Provisions above; provided, however, that each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices.

33. **TITLES; CONSTRUCTION**

Notations or titles appearing in this Lease are provided merely for ease of reference, and the parties hereto expressly acknowledge and agree that such notations and titles do not constitute a part of this Lease, have no legal effect whatsoever in determining the rights or obligations of parties and shall have no bearing upon the meaning or interpretation of this Lease or any portion of it. Landlord and Tenant have participated in drafting this Lease, and they agree that this Lease will not be construed against either party as its drafter.

34. **FEES**

If during the Term Tenant requests that Landlord prepare, review, or negotiate legal documentation for any reason other than a transaction solely between Tenant and Landlord, then Landlord reserves the right to charge Tenant a reasonable fee limited to the actual cost incurred by Landlord for the preparation, review and/or negotiation of such documentation. Such fee shall be due and payable to Landlord within fifteen (15) days of Tenant's receipt of invoice from Landlord .

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35. **NO WAIVER**

The failure by Landlord to act upon a specific Default, failure or breach of any term, covenant or condition in this Lease (whether once or more) is not and will not be intended to be, and shall not be deemed to be a surrender of the Premises or a waiver, forfeiture, compromise, release or novation of such term, covenant, or condition nor of any subsequent Default, failure or breach of the same or any other term, covenant or condition of this Lease. Any acceptance by Landlord of any amount of money is not intended to be, nor shall be deemed to be a surrender of the Premises or a waiver, forfeiture, compromise, release or novation of any Default, failure or breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such Default, failure or breach at the time of acceptance of such amount. No covenant, term, or condition of this Lease shall be deemed to have been compromised, forfeited, released, novated or waived by Landlord unless specifically expressed in writing by Landlord.

36. **ENTIRE AGREEMENT**

This Lease, its exhibits, and any schedules are the entire agreement of the parties pertaining to the lease of the Premises by Landlord to Tenant, and supersede all prior and contemporaneous agreements, understandings and discussions, oral or written, between the parties. The parties agree that there are no agreements, representations, promises, statements, or warranties pertaining to the Premises, Project, or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of Landlord or any agent, employee, contractor, or representative of Landlord, that are not expressly set forth in this Lease and any attached exhibits and schedules. No amendment to this Lease will be effective unless it is in writing and signed by both parties.

37. **RECORDATION OF LEASE OR SHORT FORM**

Tenant shall not record this Lease or a short form of this Lease, unless expressly approved by Landlord in writing. Should Tenant record this Lease or a "short form" or memorandum hereof in violation of this provision, the same shall constitute a Default and, within five (5) days after written request by Landlord, Tenant shall join Landlord in the execution of a release of such memorandum or "short form" of this Lease for the purposes of recordation at Landlord's sole discretion; should Tenant fail or refuse to so join Landlord, this provision shall constitute a limited power of attorney authorizing Landlord to execute any such release in Tenant's name.

38. **TIME**

Time is of the essence with respect to the performance of each of the payments, covenants, and agreements in this Lease.

39. **GOVERNING LAW; JURISDICTION; VENUE**

This Lease, and all matters arising under or relating to this Lease, shall be governed by, and construed and interpreted in accordance with, the laws of the state of Georgia. Any party who wishes to bring against the other party

a civil action or proceeding arising out of or relating to either this Lease or the relationship of the parties may bring such action or proceeding only in a state or federal court in the County where the Premises is situated, to the exclusion of all other venues. For this purpose, each party consents to personal jurisdiction in such state or federal court and waives any claim that any proceeding brought in accordance with this paragraph has been brought in an inconvenient forum or that the venue of that proceeding is improper.

40. **FORCE MAJEURE**

Landlord shall not be required to perform any term, condition or covenant of this Lease so long as the performance or nonperformance of the term, condition, or covenant is delayed, hindered, or prevented by Force Majeure. For purposes of this Lease, "**Force Majeure**" means strikes; lock-outs; boycotts; sit-downs; shortage of material or labor; laws or regulations or restrictions imposed by any governmental authority; failure, refusal or delay by governmental entities in the issuance of permits, approvals and/or authorizations; unusual transportation delay; riots; floods; washouts; explosions; earthquakes; fire, or other casualty; storms; weather (including wet grounds or inclement weather which prevents construction); acts of terrorism and public enemy (whether threatened or actual);wars; insurrections; or acts of God (including pandemics).

41. **TENANT'S AUTHORITY**

Both Tenant and the individual(s) signing on behalf of Tenant below hereby represent and warrant that they are duly authorized to execute and deliver this Lease and bind Tenant to the terms thereof without the consent of any other individual, entity or group of individuals and/or entities.

42. **INTENTIONALLY DELETED**.

43. **NO IMPLIED WARRANTY**

EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED USE. TENANT'S TAKING POSSESSION OF THE PREMISES IS CONCLUSIVE EVIDENCE THAT TENANT: ACCEPTS THE PREMISES AND THE PROJECT AS SUITABLE FOR THE PURPOSES FOR WHICH THE PREMISES WERE LEASED (SUBJECT TO LANDLORD MAINTENANCE AND REPAIR OBLIGATIONS OF THIS LEASE); ACCEPTS THE PREMISES AND THE PROJECT AS BEING IN GOOD AND SATISFACTORY CONDITION; WAIVES ANY DEFECTS IN THE PREMISES, EXCEPT THAT TENANT'S TAKING OF POSSESSION SHALL NOT BE DEEMED TO WAIVE LANDLORD'S COMPLETION OF MINOR FINISH WORK ITEMS THAT DO NOT INTERFERE WITH TENANT'S OCCUPANCY OF THE PREMISES (TO THE EXTENT REQUIRED UNDER THE WORKLETTER); AND WAIVES ALL CLAIMS BASED ON ANY IMPLIED WARRANTY OF SUITABILITY OR HABITABILITY. FURTHER, TENANT AGREES THAT TENANT'S OBLIGATION TO PAY BASE MONTHLY RENT AND OTHER SUMS HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY BASE MONTHLY RENT AND SUCH OTHER SUMS, WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF SUCH OBLIGATIONS, WHETHER EXPRESS OR IMPLIED.

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44. **PARKING**

Tenant shall have exclusive use of fifty (50) parking spaces in the Front Reserved Parking Area as depicted in Exhibit F-1 attached hereto, Monday through Friday 8:00 a.m. to 5:30 p.m., subject to section 6(A)(i), and the non-exclusive right to use, in common with others (on a first-come, first-served basis) at all other times, its Proportionate Share of non-reserved parking spaces located in the Common Areas, as such parking spaces are designated or modified for the Building or Project by Landlord. In no event will Tenant or any Tenant Party be entitled or have the right to use any parking spaces beyond the amount allocated herein, and Tenant shall be responsible to ensure the compliance of this restriction. Tenant agrees not to overburden the parking facilities in the Common Areas and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its absolute discretion to determine whether the parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants. Other than as set forth in Section 6(A), there will be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any Tenant Party, and deemed abandoned by Landlord following three (3) business days' prior written notice to Tenant, will be towed and all costs thereof shall be borne by Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located within the Project. In addition, Tenant agrees that its employees will not park in the spaces designated visitor parking.

45. **ADDITIONAL RENT BASED UPON LANDLORD'S LEGAL EXPENSES IN ENFORCING LEASE**

As additional rent, Tenant shall pay Landlord, all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; provided, however, that in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then in that event Tenant shall not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred and Landlord shall pay Tenant's attorneys' fees actually incurred during such suit.

46. **OFAC**

Tenant represents and warrants to Landlord that neither Tenant nor any of Tenant's affiliates, nor any individual, entity or organization holding any material ownership interest in the Tenant, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Lease, is or will be (a) (i) designated on the List of Specially Designated Nationals ("**SDNs**") and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), (ii) owned in the aggregate 50% or more, or otherwise controlled, by SDNs, or (iii) organized, resident, or located in a country or territory subject to comprehensive or government-wide sanctions administered by OFAC ("**Sanctioned Countries**") (such persons described in this clause (a), "**Prohibited Persons**"); (b) conducting any business or engaging in any transaction or dealing with any Sanctioned Country or Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) sanctions laws administered by OFAC and the U.S. Department of State, (ii) any U.S. anti-money laundering law, (iii) the Foreign Corrupt Practices Act, (iv) the U.S. mail and wire fraud statutes, (v) the Travel Act, (vi) any similar or successor statutes or (vii) any regulations promulgated under the foregoing statutes. If at any time this representation becomes false then it shall be considered a default under this Lease and Landlord shall have the right to exercise all of the remedies set forth in this Lease including, without limitation, immediate termination of this Lease.

47. **QUIET ENJOYMENT**

So long as Tenant is not in Default, Tenant's possession of the Premises will not be disturbed by Landlord, its successors, and assigns, subject to any rights of mortgagees, other tenants, matters of record, and all other terms of this Lease. Under no circumstances will Tenant hold Landlord responsible for disruption or disturbances to Tenant's right of quiet enjoyment that are caused by actions taken by other tenants, their employees, contractors, agents, representatives, customers, clients, guests, or visitors that are not entirely within Landlord's direct control, and any such actions shall not constitute a constructive eviction of Tenant nor confer on Tenant any right to set off or withhold rent or any other remedy of any kind against Landlord. Tenant shall have access to the Premises on a 24/7 basis, 365 days per year, subject, however, to the terms of this Lease, the rules and regulations promulgated by Landlord, applicable laws, and temporary or periodic closures for repairs, emergencies, and those required or caused by governmental authorities; provided, however, that Landlord shall provide reasonable prior written notice of such temporary or periodic closures, except in the event of an emergency then Landlord shall have no obligation to provide any notice.

48. **RESERVED.**

49. ***WAIVER OF JURY TRIAL***

TENANT AND LANDLORD KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE (OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH) AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TENANT AND LANDLORD ACKNOWLEDGE TO EACH OTHER THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL OF ITS OWN SELECTION. TENANT AND LANDLORD FURTHER ACKNOWLEDGE TO EACH OTHER THAT TENANT AND LANDLORD ARE NOT IN SIGNIFICANTLY DISPARATE BARGAINING POSITIONS.

50. **NONDISCLOSURE**

Tenant shall not disclose any terms of this Lease to other tenants in the Building and the Project or to the general public, provided that, Tenant may disclose any necessary information to the extent required under applicable law.

51. **EFFECTIVENESS; NO OFFER**

This Lease will become effective when all the parties have signed it. The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Lease. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Lease, and the other party may inscribe that date as the date associated with the signing party's signature. The delivery by Landlord (or any agent or attorney of Landlord) to Tenant of an unsigned copy or draft of this Lease does not constitute an offer to, or option in favor of, Tenant. Until the execution of this Lease as set forth in this paragraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

52. **COUNTERPARTS; ELECTRONIC SIGNATURES**

This Lease may be executed in identical counterparts, each of which upon execution shall be deemed an original, but all of which together shall constitute one document. Partially executed signature or acknowledgment pages of any one counterpart may be combined with or attached to any other partially executed counterpart of this

Lease. This Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

54. **OBLIGATIONS JOINT AND SEVERAL.**

If there is more than one party as Tenant, their obligations under this Lease are joint and several.

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53. **BROKERS.**

Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than the Brokers, whose commissions shall be paid by Landlord pursuant to separate written agreements.

54. **INDEPENDENT OBLIGATIONS.**

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The obligation of Tenant to pay rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against or withhold, or deduct from or off-set against any rent and other sums provided hereunder to be paid Landlord by Tenant.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Lease on the date stated below that party's signature; for reference purposes this date is date as of the date first written above.

TENANT:

CITY OF CLARKSTON,
a Georgia municipal corporation

By: _____

~~Name:~~_____

~~Title:~~_____

Mayor Beverly H. Burks

Date: _____

Attest: _____
Tomika Mitchell, City Clerk

Approved as to form:

Approved
as to form: _____
Stephen G. Quinn, City Attorney

LANDLORD:

G&I X INDUSTRIAL GA LLC,
a Delaware limited liability company

By: _____

Name:_____

Title:_____

Date: Date of Lease

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SCHEDULE I
TENANT MOVEOUT RESPONSIBILITIES

ITEM	**EXPECTED CONDITION**
Ceiling:	1. Replace all damaged, missing and stained tiles and ceiling grid
Dock Doors/ Truck Wells:	1. Repair and replace dented/damaged panels 2. Ensure doors operate properly 3. Leave keys to doors near the locks on inside of the premises 4. Clean truck wells 5. Ensure sump pumps operating properly 6. Replace any missing dock bumpers and repair damage to grade beam 7. Truck levelers are to be put in working order
Doors:	1. Ensure all front and rear doors close and lock properly, leave keys in locks.
Electrical:	1. Ensure all outlets, telephone jacks and switches are in good working order and have face plates
Exterior:	1. Ensure all downspouts and drains are in good condition, replace damaged downspouts and drains 2. Ensure all rail spurs are intact, if not repair
Floors:	1. Clean tile areas 2. Vacuum all carpet 3. Repair cut and torn carpets 4. Ensure cove base is attached and intact 5. Remove any protrusions from floor area—cut off at floor level 6. Remove any tars, paints, greases or other residue from warehouse floor, sweep, power wash or mop and seal if necessary.
HVAC:	1. Ensure that HVAC is in good operating condition (filters, ducts, thermostats, coils, pan, Freon levels, belt). 2. Clean all HVAC vent returns
Lighting:	1. Ensure all lamps, bulbs and ballasts are in good operating condition 2. Ensure all light lenses covers are intact and if broken replace
Plumbing:	1. Ensure all plumbing fixtures are in good working order 2. Ensure fire sprinklers are in good working order (if applicable) 3. Turn off all gas and equipment and ensure all is in good working order 4. Ensure that any leaks are repaired
Signs:	1. Remove storefront signage 2. Cap off wires if applicable 3. Landlord will patch fascia and bill tenant
Trash:	1. Dispose of trash/debris within space as well as the exterior rear 2. Remove dumpsters 3. Remove all warehouse racking systems, fences, etc.
Walls:	1. Repair any damage to interior, exterior and demising walls, and paint colored walls white. 2. Repair or replace any damaged structural steel columns (must consult with Property Manager).
Windows:	1. Remove all paint/vinyl/markings/tape except address and suite number 2. Clean windows, mullions and blinds 3. Replace damaged glass 4. Ensure all window blinds are operating properly (remove if necessary)
Hazardous Substances:	1. Remove all Hazardous Substances placed in or about the Premises or the Project by Tenant or any Tenant Party as well as all installations (interior and exterior) made by or on behalf of Tenant relating to the storage, use, treatment, disposal or transportation of Hazardous Substances, and cause such Hazardous Substances and installations to be transported for use, storage or disposal in accordance and compliance with all Hazardous Substances Laws.

SCHEDULE II
HVAC CONTRACT

The HVAC Contract as required under Section 11(H) of the Lease must include, in addition to all services recommended by the equipment manufacturer in its operations / maintenance manual, the following services:

1. Adjust belt tension;

2. Lubricate all moving parts, as necessary;

3. Inspect and adjust all temperature and safety controls;

4. Check refrigeration system for leaks and operation;

5. Check refrigeration system for moisture;

6. Inspect compressor oil level and crank case heaters;

7. Check head pressure, suction pressure and oil pressure;

8. Inspect air filters and replace not less than monthly;

9. Check space conditions;

10. Check condensate drains and drain pans and clean, if necessary;

11. Inspect and adjust all valves;

12. Check and adjust dampers; and

13. Run machine through complete cycle.

EXHIBIT A

Space Outline

Suite 120: Approximately 27,510 SF

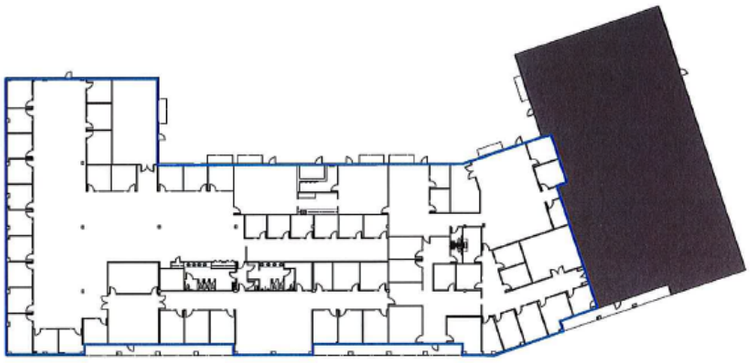


EXHIBIT B

Land Description

All that tract or parcel of land lying and being in Land Lots 65 and 66 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at a point at the intersection of the Southeasterly right-of-way line of Church Street (variable right of-way) and the Southwesterly right-of-way line of park North Blvd. (variable right-of-way);

Thence run along said right-of-way line of park North Blvd. South 45 degrees 23 minutes 46 seconds East 315.70 feet to a point,
Thence South 45 degrees 23 minutes 46 seconds East 24.46 feet to a point at the Southern terminus of Park North Blvd.;
Thence North 44 degrees 40 minutes 25 seconds East 40.00 feet along said terminus to a point on the Northeasterly right-of-way line of Park North Blvd.;
Thence leave said right-of-way line and run South 45 degrees 23 minutes 46 seconds East 11.42 feet to a point;
Thence along an arc of a curve to the right 48.14 feet (said arc having a radius of 210.05 feet, being subtended by a chord with a bearing of South 38 degrees 49 minutes 49 seconds East 48.03 feet);
Thence South 32 degrees 15 minutes 57 seconds East 465.04 feet to A 1/2" rebar and surveyor's cap set;
Thence North 59 degrees 45 minutes 32 seconds East 381.10 feet to A 1/2" rebar found;
Thence North 59 degrees 54 minutes 34 seconds East 106.35 feet to A 1/2" open top pipe found;
Thence North 50 degrees 23 minutes 42 seconds East 235.74 feet to A 1/2" open top pipe found on the land lot line common to Land Lots 65 and 66 of the 18th District of DeKalb County;
Thence run along said land lot line North 01 degrees 12 minutes 31 seconds East 799.01 feet to A 1/2" rebar found;
Thence leave said lot line South 60 degrees 41 minutes 50 seconds East 46.48 feet to a right-of-way monument found on the Western right-of-way line of interstate Highway No. 1-285;
Thence run along said right-of-way line the following courses and distances:
South 14 degrees 40 minutes 27 seconds East 330.07 feet to a right-of-way monument found,
South 00 degrees 37 minutes 02 seconds West 552.13 feet to a right-of-way monument found,
South 11 degrees 18 minutes 31 seconds East 245.26 feet to a right-of-way monument found,
South 10 degrees 51 minutes 10 seconds East 167.05 feet to a right-of-way monument found,
South 10 degrees 12 minutes 15 seconds East 371.96 feet to A 5/8" rebar found,
South 10 degrees 17 minutes 14 seconds East 114.68 feet to A 5/8" rebar found,
South 10 degrees 58 minutes 48 seconds East 65.47 feet to a right-of-way monument found,

Along an arc of a curve to the left 583.18 feet (said curve having a radius of 11699.16 feet; subtended by a chord of South 09 degrees 32 minutes 06 seconds East 583.12 feet) to A 1/2" crimp top pipe found at the intersection of said right-of-way line with the land lot line common to Land Lots 45 and 66 of the 18th District of DeKalb County;
Thence leaving said right-of-way line along the land lot line North 88 degrees 26 minutes 12 seconds West 453.27 feet to a 1/2" crimp top pipe found at the land lot comer common to Land Lots 45, 46, 65 and 66 of said District and County;
Thence along the land lot line common to Land Lots 46 and 65, North 88 degrees 54 minutes 37 seconds West 99.09 feet to A 1" flat iron found;
Thence leave said land lot line North 02 degrees 27 minutes 00 seconds West 292.33 feet to a 1/2" rebar and surveyor's cap set;
Thence South 75 degrees 52 minutes 06 seconds West 202.04 feet to A 1/2" rebar and surveyor's cap set;
Thence South 77 degrees 29 minutes 25 seconds West 196.82 feet to A 1/2" crimp top pipe found;
Thence South 77 degrees 23 minutes 05 seconds West 70.21 feet to A 1/2" rebar and surveyor's cap set;
Thence North 24 degrees 11 minutes 51 seconds West 124.96 feet to A 1/2" rebar found;
Thence North 13 degrees 34 minutes 07 seconds West 300.37 feet to A 1/2" rebar found;
Thence North 13 degrees 37 minutes 16 seconds West 278.95 feet to a 1/2" rebar found;
Thence North 29 degrees 47 minutes 59 seconds West 199.85 feet to A 1/2" rebar found;
Thence South 59 degrees 37 minutes 13 seconds West 33.52 feet to A 1/2" rebar found;
Thence North 32 degrees 11 minutes 37 seconds West 529.31 feet to a 5/8" rebar found;
Thence North 32 degrees 13 minutes 40 seconds West 263.30 feet to a 5/8" rebar found on the Southeasterly right-of-way line of Church Street (variable right-of-way);
Thence along said right-of-way line the following courses and distances:
North 48 degrees 23 minutes 40 seconds East 243.55 feet to a point,
North 47 degrees 55 minutes 25 seconds East 10.02 feet to the Point of Beginning.

EXHIBIT C

Work Letter

TENANT FINISH-WORK: WORK OF LIMITED SCOPE (NO PLANS)
(Landlord Performs the Work)

1. **Acceptance of Premises.** Except as expressly provided in the Lease, and as set forth in this Exhibit, Tenant accepts the Premises in their "AS-IS" condition on the date that this Lease is entered into.

2. **Space Plans.**

a. Preparation and Delivery. On or before the sixtieth (60^{th}) day following the date of this Lease (the "**Space Plans Delivery Deadline**"), Tenant shall deliver to Landlord a space plan depicting improvements and specifications for the conversion of the Premises to an office space to perform government functions ~~(the "**Space Plans**").~~ including but not limited to city hall and police precinct operations, which conversion shall include demolition and reconstruction of a new main entrance to the Premises (the "**Space Plans**").

b. Approval Process. Landlord shall notify Tenant whether it approves of the submitted Space Plans within five business days after Tenant's submission thereof~~.~~, provided that Landlord shall not unreasonably withhold, condition or delay its approval to Space Plans that are substantially consistent with the work described in subsection 2(a) above. If Landlord disapproves of such Space Plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within three business days after such notice, revise such Space Plans in accordance with Landlord's objections and submit to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Space Plans within three business days after its receipt thereof. This process shall be repeated until the Space Plans have been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial Space Plans within five business days (or, in the case of resubmitted Space Plans, within three business days) after the submission thereof, then Landlord shall be deemed to have approved the Space Plans in question. If Tenant fails to timely deliver such Space Plans, then each day after the Space Plans Delivery Deadline that such Space Plans are not delivered to Landlord shall be a Tenant Delay Day (defined below).

3. **Working Drawings.**

a. Preparation and Delivery. On or before the tenth day following the date on which the Space Plans are approved (or deemed approved) by Landlord and Tenant (the "**Working Drawings Delivery Deadline**"), Tenant shall provide to Landlord for its approval final working drawings, prepared by the architect, of all improvements that Tenant proposes to install in the Premises; such working drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the Building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable laws. If Tenant fails to timely deliver such drawings, then each day after the Working Drawings Delivery Deadline that such drawings are not delivered to Landlord shall be a Tenant Delay Day.

b. Approval Process. Landlord shall notify Tenant whether it approves of the submitted working drawings within ten business days after Tenant's submission thereof, provided that Landlord shall not unreasonably withhold, condition or delay its approval to working drawings that substantively reflect the Space Plans. If Landlord disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within three business days after such notice, revise such working drawings in accordance with Landlord's objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings within five business days after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Tenant and Landlord. If Landlord fails to notify Tenant that it disapproves of the initial working drawings within ten business days (or, in the case of resubmitted working drawings, within five business days) after the submission thereof, then Landlord shall be deemed to have approved the working drawings in question. If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the 20th business day after the delivery of the initial draft thereof to Landlord, then each day after such time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant shall constitute a Tenant Delay Day. As used herein, "**Working Drawings**" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "**Work**" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building as a result of the improvements indicated by the Working Drawings and any ADA-related repairs within the Premises. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord shall cause the Work to be performed in substantial accordance with the Working Drawings.

4. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Landlord) (1) the Building's structure or the Building's systems (including the Building's restrooms or mechanical rooms), (2) the exterior appearance of the Building, or (3) the appearance of the Building's common areas or elevator lobby areas, or (b) if any such requested change might

delay the Commencement Date, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed, which plan shall be incorporated into this Exhibit by this reference for all purposes.

5. **Walk-Through; Punchlist.** When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and, within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

6. **Cost of the Work**. The entire cost of performing the Work (including design of and space planning for the Work and preparation of any working drawings and "as-built" plans, costs of construction labor and materials, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by Law, and the construction supervision fee referenced in Section 7 of this Exhibit, all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. In the event the Total Construction Costs are expected to exceed the Construction Allowance, Tenant shall deposit with Landlord the amount of the expected overage prior to Landlord commencing the Work. In the event that Tenant requests a change order or increase in scope of the Work which results or is expected to result in an increase in the Total Construction Costs above the Construction Allowance, Tenant shall deposit the entire estimated cost of such change above the Construction Allowance with Landlord prior to Landlord making or performing such change. Upon substantial completion of the Work (as reasonably determined by Landlord), Tenant shall pay to Landlord an amount equal to the Total Construction Costs (as adjusted for any approved changes to the Work), less (i) any advance payment pursuant to the foregoing, and (ii) the amount of the Construction Allowance. In the event of default of payment of such excess costs, Landlord (in addition to all other remedies) shall have the same rights as for an event of Default.

7. **Construction Allowance.** Landlord shall provide to Tenant a construction allowance not to exceed $6.00 per rentable square foot in the Premises (i.e., $165,060.00) (the "**Construction Allowance**") to be applied toward the Total Construction Costs, as adjusted for any changes to the Work. The Construction Allowance shall not be disbursed to Tenant in cash, but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Work is actually incurred and paid by Landlord. Provided that no Default exists at the time of Tenant's election and there is an amount of Construction Allowance then remaining after the Construction Allowance has been applied towards the Total Construction Costs, such remaining amount of the Construction Allowance (the "**Credit Amount**") shall be credited against Tenant's next accruing rental payment obligations, not to exceed 50% of Base Rent payable by Tenant is any single month. Tenant shall provide written notice to Landlord within five (5) days of completion of the Work of Tenant's election to use the Credit Amount, if any, in accordance herein. The Construction Allowance must be used (that is, the Work must be fully complete, the Construction Allowance disbursed, and the Credit Amount must be used, if any, and if Tenant so elects) within nine (9) months following the date that the Working Drawings are approved or deemed approved or the amount of Construction Allowance or Credit Amount which has not been disbursed or used shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

8. **Construction Management.** Landlord's agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building and the Building's systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to five percent (5%) of the Total Construction Costs.

9. **Definitions.** As used herein, a "**Tenant Delay Day**" means each day of delay in the performance of the Work that occurs (a) because Tenant fails to timely select Landlord's standard finish-out materials to be incorporated into the Work (and notify Landlord thereof) or fails to timely furnish any other information or deliver or approve any required documents (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (b) because of any change requested by Tenant to the Work or to any design or space plans, (c) because Tenant fails to attend any meeting with Landlord, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, or in connection with the performance of the Work, (d) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (e) because a Tenant Party otherwise delays completion of the Work. As used herein "**Substantial Completion**," "**Substantially Completed**," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Landlord) in substantial accordance with this Exhibit. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed by Landlord.

EXHIBIT D

Rules and Regulations

The following rules and regulations have been adopted by Landlord for the general care, protection, and benefit of the Building and for the general comfort and welfare of all tenants.

1. Landlord may furnish Tenant two keys serving the front exterior entrance to the Premises without charge. Additional keys may be furnished at a charge determined by Landlord or Landlord's property manager. Tenant may change the lock(s) to the Premises at Tenant's expense upon the express written consent of Landlord. Before or at the end of the Term of this Lease, all locks so changed will be returned to their original keyage. Tenant shall not put additional locks or latches upon any door without the prior written consent of the Landlord. Any locks so added on any door shall remain for the benefit of the Landlord.

2. Tenant will refer all contractors, contractor's representatives, and installation technicians rendering any service on or to the Premises for Tenant, to Landlord for Landlord's prior express written approval and supervision before performance of any service. This provision shall apply to all work performed on or about the Premises, including but in no way limited to installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting the Premises.

3. Tenant shall not at any time occupy any part of the Premises or Project as sleeping or lodging quarters.

4. Tenant shall not install or operate on the Premises or in any part of the building, any engine, or machinery, or conduct mechanical operations thereon or therein, or place or use in or about the Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or Hazardous Substance without the prior express written consent of Landlord.

5. Landlord will not be responsible for lost or stolen personal property, equipment, money, or jewelry from the Premises regardless of whether or not such loss occurs when the area is locked against entry.

6. No dogs (except for licensed service animals), cats, birds, fowl, or other animals shall be brought into or kept in or about the Premises.

7. Employees of Landlord shall not receive or carry messages for or to any tenant or other person, nor contract with or render free or paid services to any tenant or its agents, employees or invitees.

8. None of the parking, sidewalks, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area being used by a Tenant Party at any time for purposes inconsistent with their designation by Landlord.

9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or by the defacing or injury of any part of the building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.

10. No person shall disturb occupants of the building by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises, or any unreasonable use.

11. Tenant and the Tenant Parties shall park their vehicles only in those parking areas designated by Landlord, Tenant shall furnish Landlord with state automobile license numbers of Tenant's vehicles and its employees' vehicles within five (5) business days after taking possession of the Premises and shall notify Landlord of any changes within five (5) business days after such change occurs. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Premises or Project. Except for the overnight parking of operative, passenger vehicles, and the temporary storage of City-owned vehicles in Tenant's Reserved Parking Area, no vehicle of any type may be stored in the parking areas at any time. If a vehicle is disabled, then it must be removed within 48 hours. "For Sale" or other advertising signs on or about any parked vehicle are prohibited. All vehicles must be parked in the designated parking areas in conformity with all signs and other markings. Other than the Reserved Parking Area, all parking will be open parking and no reserved parking, numbered or lettering of individual spaces will be permitted except as specified by Landlord. If Tenant or Tenant Parties park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving five (5) business days' prior written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense.

14. Any waste removal service and/or containers provided on the property may only be utilized by the tenants for waste originating from the Premises in the conduct of tenant's normal business operations. Under no circumstances may waste products be brought onto the property and disposed of in any containers provided at the property. If the Landlord in its sole discretion determines that any tenant is overburdening the containers with its waste, the tenant may be required to provide their own dumpster facilities and waste removal services upon Landlord's request.

15. Tenant may not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas, or other areas outside of the Premises or on the roof of the Building.

16. Tenant must maintain the Premises free from rodents, insects, and other pests.

17. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who in any manner does any act in violation of the Rules and Regulations.

18. Tenant will give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises.

19. Tenant may not permit storage outside the Premises, including without limitation, outside storage of trucks and other vehicles, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Property. The parking of public safety vehicles in the rear Reserved Parking Area as set forth in the Lease shall not be prohibited by these rules and regulations.

20. All moveable trash receptacles provided by the trash disposal firm for the Property must be kept in the trash enclosure areas, if any, provided for that purpose.

21. No auction, public or private, will be permitted in the Premises or the Property.

22. No awnings may be placed over the windows in the Premises except with the prior written consent of Landlord in its sole discretion.

23. Tenant must ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Property and the Premises and the needs of other tenants, and may not use more than such safe capacity. Landlord's consent to the installation of electrical equipment does not relieve Tenant from the obligation not to use more electricity than such safe capacity.

24. Tenant may not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and must keep all machinery free of vibration, noise, and air waves transmitted beyond the Premises.

EXHIBIT E

Commencement Date Memorandum

Tenant: _____

Landlord: _____

Date of Lease: _____

Term of Lease: _____

Premises

Approximate rentable square feet: _____

Street address/suite: _____

City/state/zip: _____

Tenant hereby acknowledges as follows:

1. Landlord has delivered possession of the Premises to Tenant with all Work required to be performed to the Premises by Landlord Substantially Completed (as defined in the Lease), and Tenant has accepted possession of the Premises in accordance with the terms of the Lease.

2. The Commencement Date of the Lease is _____

3. The Expiration Date of the Lease is _____

[4.] <***Comment: *if free rent, insert this section; otherwise delete*> Pursuant to _____ [insert #; e.g., Article 4.E.]of the Lease, the amount of the Base Monthly Rent and the estimated amount of the monthly Operating Expense payments payable by Tenant are as follows:

For the period from and including _____, to and including _____ (such dates being hereby adjusted, as applicable, pursuant to the Lease):

Base Monthly Rent	$0.00
Taxes (an operating expense)	$___.___
Insurance (an operating expense)	$___.___
Common Area costs (an operating expense)	$___.___
Total Monthly Payment	$___.___

For the period from and including _____, to and including _____ (such dates being hereby adjusted, as applicable, pursuant to the Lease):

Base Monthly Rent	$0.00
Taxes (an operating expense)	$___.___
Insurance (an operating expense)	$___.___
Common Area costs (an operating expense)	$___.___
Total Monthly Payment	$___.___

[5.] <***Comment: *if (i) free rent, AND (ii) commencement date falls on a day other than the first day of the calendar month (i.e., partial month), then include this Section; otherwise delete it*> Because the Lease provides for a "free" Base Monthly Rent period and the Commencement Date occurs on a day other than the first day of the calendar month, Tenant must pay a prorated amount of Base Monthly Rent and Operating Expenses for _____, 20___, pursuant to <****insert the prorated "free" rent section; e.g., Article 4.G.*> _____ of the Lease. Accordingly, the Total Monthly Payment due for the partial month of _____ is <****insert amount; also, use 30-day month per formula in Article 4.G. of the Lease*> $_____. Said amount was calculated pursuant to the formula set forth in <****insert the prorated "free" rent section; e.g., Article 4.G.*>_____ of the Lease. Consequently, the duration of the "free" Base Monthly Rent period under the Lease is hereby adjusted to consist of the full calendar months set forth in paragraph 4 above.

6. The Base Monthly Rent will adjust as follows:

Months / Period	**[Annual / Monthly] Base Rent per Square Foot**	**Base Monthly Rent**

7. Base Monthly Rent is due and payable on the first day of each calendar month in accordance with

the Lease. The additional rent, with respect to the project, including taxes, insurance, and operating expenses, will be adjusted each year in accordance with the Lease.

8. Tenant's On-Site Contact Information:

_____
_____
Telephone No.: _____
Facsimile No.:_____
Email:_____

9. This instrument does not modify any of the terms of the Lease. The Lease provisions control in the event of any inconsistency. Defined and capitalized terms used but not defined in this instrument are as defined in the Lease.

Tenant is signing this instrument as of _____, 202__.

TENANT:

_____
By: _____
Name: _____
Title: _____

EXHIBIT F-1 – FRONT RESERVED PARKING AREA



EXHIBIT F-2 – REAR RESERVED PARKING AREA



CITY OF CLARKSTON

ITEM NO: 8C

CITY COUNCIL MEETING

HEARING TYPE:
City Council

BUSINESS AGENDA

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a Contract with Paryani Construction, Inc., a Georgia Statewide Contract Number 99999-SPD-520200901-0020 and the Gordian Construction Contract Number GA-A07-040820-PAR under the Sourcewell Contract Number, for the design work to renovate some areas within the building located at 736 Park North for Use as City Administrative Space for a term of six months in an amount not to exceed to $108,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: Discuss a Contract with Paryani Construction, Inc, a Statewide Contractor. for the redesign and renovations of some areas within the building located at 736 Park North for Use as City Administrative Space for a Term of six months.

NEED/ IMPACT: Some renovations are needed to the current floor design to include selective demolition, updating floor plan, new lighting, exterior entry and main lobby, and secure areas for property and evidence storage. More specifically, creating a new public entrance which will be handicap accessible, providing for secure property and evidence storage in the Police Department side of the building, creating an Emergency Operations Center/Conference Room in the Police Department side of the building, as well as creating a secure entrance and exit for the police department personnel. The proposed renovations will include adding a wall to create area for the City Manager's Office and the construction of a secure area with a counter installed in the main lobby for the Receptionist, Permit Technician, and Municipal Court staff to ensure safe interactions with the public. The redesigning and renovations will include new flooring in some areas of the building, new paint as well as new walls and doors in some areas of the building. Safety is a top priority, which is the reason these renovation changes are necessary.

RECOMMENDATION: Approve the contract with Paryani Construction, Inc, a Statewide Contractor, for the redesign and renovations of some areas within the building located at 736 Park North for Use as City Administrative Space for a Term of six months.

Work Order Signature Document

EZIQC Contract No.: GA-A07-040820-PAR

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number: 127763.00 Work Order Date: 04/29/2024

Work Order Title: COC Future City Hall/Police- Building Reno Design

Owner Name:	City of Clarkston	Contractor Name:	Paryani Real Estate LLC
Contact:	Keisha Dixon	Contact:	Bhavik Paryani
Phone:		Phone:	7703550441

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A07-040820-PAR.

Brief Work Order Description:

design for future city hall and police precinct renovations and updates.

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $107,958.90

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Bhavik Paryani
Paryani Construction
2300 Windy Ridge Parkway SE
Atlanta, GA 30339
7703550441

From: Keisha Dixon
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021
No Data Input

Date Printed: April 29, 2024

Work Order Number: 127763.00

Work Order Title: COC Future City Hall/Police- Building Reno Design

Brief Scope: design for future city hall and police precinct renovations and updates.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see SOW and WOP for 127763.00 COC Future City Hall/Police- Building Reno Design.

Contractor _____ Date _____

Owner _____ Date _____

Approved as to form:

Stephen Quinn
City Attorney

Contractor's Price Proposal - Summary

Date: April 29, 2024

IQC Master Contract #: GA-A07-040820-PAR
Work Order Number: 127763.00
Owner PO #:
Work Order Title: COC Future City Hall/Police- Building Reno Design
Contractor: Paryani Real Estate LLC
Proposal Name: COC Future City Hall/Police- Building Reno Design
Proposal Value: $107,958.90

01 - General Requirements	**$107,958.90**
Proposal Total	**$107,958.90**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: April 29, 2024

IQC Master Contract #: GA-A07-040820-PAR
Work Order Number: 127763.00
Owner PO #:
Work Order Title: COC Future City Hall/Police- Building Reno Design
Contractor: Paryani Real Estate LLC
Proposal Name: COC Future City Hall/Police- Building Reno Design
Proposal Value: $107,958.90

	Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			

01 - General Requirements

1 01 22 20 00 0052 HR Project Manager $11,818.98

	Quantity		Unit Price		Factor	=	Total
Installation	60.00	x	161.25	x	1.2216	=	11,818.98

During SD, DD, CD Phase - Review Drawings and Specs, Constructability Review, Progress Pricing, and Logistics / Schedule.

2 01 22 20 00 0054 HR Principal Architect $4,122.90

	Quantity		Unit Price		Factor	=	Total
Installation	15.00	x	225.00	x	1.2216	=	4,122.90

Provide final review of all Construction Documents, MEP Coordination, Code Compliance, ADA Compliance, Scopes, and Stamp Plans.

3 01 22 20 00 0055 HR Senior Architect $8,551.20

	Quantity		Unit Price		Factor	=	Total
Installation	35.00	x	200.00	x	1.2216	=	8,551.20

Review Progress and Provide Feedback During SD, DD, and CD Phase to Architect and Draft Person. Ensure Code Compliance and Overall Direction Matches Client Needs. Leads Client Design Meetings. Coordinates A with MEP.

4 01 22 20 00 0056 HR Architect $28,402.20

	Quantity		Unit Price		Factor	=	Total
Installation	155.00	x	150.00	x	1.2216	=	28,402.20

Drawing Generation, Specification Generation, Code Review, Drafting, MEP Coordination, Submittals, RFI's, Meeting Minutes, Finishes Selection, FF&E Coordination.

5 01 22 20 00 0057 HR Principal Engineer $6,795.15

	Quantity		Unit Price		Factor	=	Total
Installation	25.00	x	222.50	x	1.2216	=	6,795.15

Provide final review of all Construction Documents, Architectural Coordination, Code Compliance, Energy Code, Mechanical Code, Plumbing Code & IBC Compliance, Scopes, and Stamp Plans.

6 01 22 20 00 0058 HR Senior Engineer $3,160.89

	Quantity		Unit Price		Factor	=	Total
Installation	15.00	x	172.50	x	1.2216	=	3,160.89

Review Progress and Provide Feedback During SD, DD, and CD Phase to Engineer. Ensure Code Compliance and Overall Direction Matches Equipment Needs. Attends Client Design Meetings. Coordinates MEP with A.

7 01 22 20 00 0059 HR Engineer $25,561.98

	Quantity		Unit Price		Factor	=	Total
Installation	155.00	x	135.00	x	1.2216	=	25,561.98

Drawing Generation, Specification Generation, Code Review, Drafting, Architectural Coordination, Submittals, RFI's, Meeting Minutes, Equipment Coordination.

8 01 22 20 00 0060 HR Draft Person $19,545.60

	Quantity		Unit Price		Factor	=	Total
Installation	200.00	x	80.00	x	1.2216	=	19,545.60

Drafting Work, CAD Work, Functions at Direction of Architect.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 127763.00
Work Order Title: COC Future City Hall/Police- Building Reno Design

Proposal Name: COC Future City Hall/Police- Building Reno Design
Proposal Value: $107,958.90

Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Subtotal for 01 - General Requirements					**$107,958.90**
Proposal Total					**$107,958.90**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Sourcewell

GORDIAN®

Client - City of Clarkston

Detailed Scope of Work

Print Date: April 29, 2024

Work Order Number: 127763.00
Work Order Title: COC Future City Hall/Police- Building Reno Design
Contractor: GA-A07-040820-PAR - Paryani Real Estate LLC
Brief Scope: design for future city hall and police precinct renovations and updates.

To: Bhavik Paryani
Paryani Construction
2300 Windy Ridge Parkway SE
Atlanta, GA 30339
7703550441

From: Keisha Dixon
City of Clarkston
1055 Rowland Street
Clarkston, GA 30021
No Data Input

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see SOW and WOP for 127763.00 COC Future City Hall/Police- Building Reno Design.

Owner _____ Date _____

Contractor _____ **Date** _____



CITY OF CLARKSTON

PARYANI

- CONSTRUCTION -

BASIS OF ESTIMATE

April 2024

Clarkston City Hall & Police Precinct

Prepared for

Keisha Dixon; City of Clarkston

Prepared by

Paryani Construction; Manish Paryani

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed.

2300 Windy Ridge Parkway Suite R76 Atlanta, Georgia 30309
Phone 404-432-7820 www.paryaniconstruction.com

Clarkston City Hall & Police Precinct

736 Park North Blvd. Clarkston, GA 30021
Square Footage: 27,000 +/- SF

SCOPE OF INCLUDED DESIGN SERVICES

SCHEMATIC DESIGN

In this Phase of the Project, Design Builder will perform the following services:

1. Develop drawings and sketches required to define the proposed design concept to include 1/8" scaled floor plan as a test fit or space plan format.

2. Develop a schematic concept including, but not limited to:

- 2.1 Written statement of project objectives;
- 2.2 Summary of Owner Requirements;
- 2.3 Site requirements;
- 2.4 Site description;
- 2.5 Code requirements;
- 2.6 Structural and MEP requirements;
- 2.7 Design standards and finish level (one rendering included in fee proposed);
- 2.8 Outline of specifications;
- 2.9 Schematic Drawings; and
- 2.10 Project organization and delivery approach

3. Schematic drawings to include as follows:

- 3.1 Demonstrate and clearly define design concept;
- 3.2 Provide test fit plan that demonstrates the configuration of the project program to include adjacencies and FFE items indicated;
- 3.3 Basic MEP systems and components see MEP proposal detail; and
- 3.4 Preliminary pricing notes and specifications that a General Contractor can create adequate construction cost quotes.

4. Value Engineering - Work with Client and Project Manager to determine additional items and make adjustments required in order to meet Owner's budget and requirements.

5. Coordinate design and information with any consultants required.

6. Conduct a minimum of 2 presentations of the Schematic Design for client review and approvals.

DESIGN DEVELOPMENT

In this Phase of the Project, Design Builder will perform the following services:

7. In this Phase of the Project, Design Builder will take existing Design Development drawings and prepare them for bid to establish the budget:

- 7.1 Finalize floor plans and develop the interior design concept
- 7.2 Demonstrate the established finish concept and provide finish boards as required with appropriate plans or elevations
- 7.3 This phase to **exclude** concepts for Restroom Renovation.
- 7.4 Develop single line distribution drawings for MEP systems.
- 7.5 Update project overall cost as appropriate from any changes made during this phase.
- 7.6 Conduct 1 presentation and review session with Owner

CONSTRUCTION DOCUMENTS

8. Upon approval of the Design Development Documents, Design Builder will, but only to the extent permitted by applicable law, prepare plans, drawings and specifications to describe the interior construction, which may include:

- 8.1 Interior demolition plans;
- 8.2 Partition plans;
- 8.3 Furniture plans showing location of furniture, furnishings and equipment (Furniture provided by others);
- 8.4 Location of outlets for power, telephone and communications;
- 8.5 Floor and Ceiling plans finishes;
- 8.6 Reflected ceiling plans;
- 8.7 Finish schedules;
- 8.8 Elevations, sections and details to describe finishing and decorative treatments;
- 8.9 Millwork and cabinetry details;
- 8.10 Lighting schedules and specifications;
- 8.11 Location and signage dimensions;
- 8.12 Respond to any permit comments and supply revisions; and
- 8.13 Respond to RFI's generated by client
- 8.14 Design Builder does not under any circumstances provide structural engineering. Should the nature of the Project require the services of other design professionals or consultants, they will be engaged directly by Design Builder as may be mutually acceptable to Client.

CONSTRUCTION ADMINISTRATION

9. Upon completion and approval of the Construction Documents, Design Builder will

9.1 Attend pre-bid meeting and site visits during construction.
9.2 Respond to RFI's and within 5 business days or less.
9.3 Coordinate flow of information between client, vendors and sub consultants
9.4 Review shop drawings and submittals within 5 business days.
9.5 Issue changes, Addenda or sketches as required
9.6 Attend project coordination meetings as needed
9.7 Walk final punch list and provide typed list for client to make corrections and review final sign off after completion.
9.8 Provide final digital close out documents to include cut sheets, CAD media, and as built record documents.

MECHANICAL ELECTRICAL & PLUMBING SCOPE

Assumptions & Clarifications

Existing mechanical, electrical (including normal power & emergency power), plumbing, fire suppression, and fire alarm systems are adequate in capacity and available within the envelope or confines of the proposed area of work.

Proposed customary fire suppression design services consist of the following:

9.9 Fire suppression narrative and/or notes specifying the sprinkler system to be engineered by a licensed fire suppression engineer for the new space layout.

Proposed customary mechanical design services consist of the following:

9.10 Design and layout of tenant HVAC distribution systems supplied by the existing base building HVAC system(s). This shall include relocating, modifying existing, and providing new VAV or PIU terminal units, associated medium and low-pressure ductwork, and air distribution devices to fit new space layout.

Proposed customary electrical design services consist of the following:

9.11 Circuiting of tenant 120-volt receptacles to existing panelboards.
9.12 Circuiting and control of tenant lighting and emergency egress lighting to existing panelboards.
9.13 Connection of new mechanical and plumbing systems provided in customary mechanical and plumbing design services.
9.14 Layout fire alarm system notification and initiation devices to connect with existing base building system.
9.15 Indicate locations and specify back box and conduit to above accessible ceiling

for data/telephone communications outlets.

Project Phases

Design Development Phase consists of the following:

9.16 Respond and provide answers to Client questions and inquiries on the narratives provided in the schematic design phase.

9.17 Provide a written pricing narrative.

Construction Documents Phase consists of the following:

9.18 Prepare final construction design drawings and technical specifications.

Construction Administration Phase consists of the following:

9.19 Accept submittal of all matters in question concerning the requirements of the construction contract documents (RFIs), or relating to the acceptability of the work under the construction contract documents. With reasonable promptness, recommend to Client a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the construction contract documents.

Submittal Review.

9.20 Mechanical and electrical construction observation site visits and/or in person site meetings upon the request of the Client.

Proven Leadership & Performance.
Paryani Makes Construction Management Simple.

Our time-tested process gives us unique insight into all aspects of construction management.



Detailed Proposals



Quality Documentation



Transparent Reports



Powered by Procore

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PARTICIPATION AGREEMENT (CONTRACT)
between
Paryani Real Estate, LLC
and the
STATE OF GEORGIA – DEPARTMENT OF ADMINISTRATIVE SERVICES
for
Sourcewell Contract #: GA-A07-040820-PAR
Georgia Statewide Contract # 99999-SPD-S20200901-00020

WHEREAS OCGA 50-5-51(9) authorizes DOAS to enter into agreements with nonprofit organizations to further promote the purposes and policies set forth in OCGA 50-5-50 et.seq.; and

WHEREAS Sourcewell is a government cooperative purchasing consortium that can expand the purchasing base for DOAS and thereby create leverage and economies of scale DOAS cannot create by itself; and

WHEREAS Sourcewell issued Invitation for Bid GA-040820 soliciting indefinite quantity construction services; and

WHEREAS Paryani Real Estate, LLC ("Contractor") submitted a bid; and

WHEREAS after reviewing Contractor's Bid, Sourcewell selected Contractor as one of the approved vendors to provide indefinite quantity construction services in accordance with Indefinite Quantity Construction Agreement between Sourcewell and Contractor dated April 20, 2020 and the following contract documents: Book 1 - Project Information, Instructions to Bidders and Execution Documents; (b) Book 2 - IQCC Standard Terms and Conditions and IQCC General Conditions; (c) Book 3 - Construction Task Catalog, (d) Book 4 - Technical Specifications; and any Addenda thereto

WHEREAS the term of this Participating Addendum (Contract) will be effective September 1, 2020 through July 20, 2021 and coterminous with the Master Agreement term unless otherwise cancelled or terminated. The parties must mutually agree to renew this Participation Agreement for additional periods of one year (12 months) each. Sourcewell amendments to extend the term date are automatically incorporated into this Participating Addendum (Contract) unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum (Contract).

WHEREAS DOAS has determined the pricing formulas in Contractor's Bids submitted to and approved by Sourcewell are as good as or better than prices ordinarily achieved through individual competitive bids.

NOW THEREFORE the parties agree as follows:

1. Forum and Choice of Law

The laws of the state of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the state.

2. Legal Compliance

This Contract shall be interpreted and governed by the laws of Georgia without regard to principles of conflicts of laws. Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any

governmental authority having jurisdiction over the project or the performance of the work, and the specific laws noted below, and shall ensure such compliance of its Subcontractors.

2.1. Open Records Act. Authorized User and Contractor acknowledge and agree that certain records of the project and the work, including records of Subcontractors, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, with particular attention being called to O.C.G.A. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entities engaged in performance of services or functions on behalf of a state agency, public agency, or public office.

2.2. Energy Efficiency and Sustainable Construction Act of 2008. All projects subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008 ("Energy Act") must be designed so that not less than 10 percent of all building materials used in the project are materials that are harvested, extracted, or manufactured in the State of Georgia where such products are commercially available. Contractor shall track the value of all Georgia-based materials installed in the project. Contractor shall provide documentation to ensure compliance and shall complete the Georgia-Based Materials and Products Checklist to certify compliance with, the requirements of the Energy Act. A copy of Georgia-Based Materials and Products Checklist can be located at the following link:

https://gsfic.georgia.gov/sites/gsfic.georgia.gov/files/related_files/press_release/Ga%20Peach%20Guidelines%20Presentation%205-17-13.pdf

2.3. Illegal Immigration Reform and Enforcement Act of 2011. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 et seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with Subcontractors who present an affidavit as required by O.C.G.A. § 13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services in satisfaction of this Contract.

2.4. Drug-Free Workplace. Contractor certifies that it will provide a drug-free work place in accordance with the Drug-Free Workplace Act, O.C.G.A. §§ 50-24-1 *et seq.*. Contractor certifies that it will secure from all Subcontractors the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

2.5. Applicable Sales and Use Taxes. Contractor shall pay all applicable sales and use taxes, including such taxes on the Authorized User supplied tangible personal property that is to be incorporated into the project as required by O.C.G.A. 50-24-1(h)(1). Prior to supplying such property, Authorized User shall provide notice of the amount of tax owed for such tangible personal property.

2.6. No Boycott of Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §§ 50-5-85.

2.7. Sexual Harassment Prevention. The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If

Contractor has employees and Subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

2.7.1. Contractor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy;

2.7.2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at the following link:

https://www.youtube.com/embed/NjVt0DDnc2s?rel=0

Prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the Authorized User, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

2.8. Variances. If Contractor observes that the construction documents are at variance with any laws, ordinances, rules, regulations, or codes stated above, it shall promptly give Notice to Authorized User. If Contractor performs any work contrary to such laws, ordinances, rules, regulations, or codes without providing such prior notice to Authorized User, it shall bear all costs arising therefrom. No variances from the Contract are allowed except to the extent that the said variances are necessary to comply with the above-stated codes. If any express requirements of the Contract are at variance with the above-stated codes, a change order shall be executed to bring the Contract into compliance with the above-stated codes.

2.9. Notice. Any notice or other material communication required or permitted under this Contract shall be in writing, dated, and signed by an officer or duly authorized representative of the party making same. Unless otherwise required by the provisions of this Contract, notice may be sent via electronic mail, fax, U.S. Mail, or hand delivered. All members of the Project Team shall be copied on any notice. The persons and addresses to which notices should be given may be changed by notice given in accordance with this section. Such notice shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery.

2.10. Order of Precedence of Contract and Changes. In the event of conflict among the Contract documents, a change order shall control over any previous change order; and a change order shall control over the general requirements, which shall control over this Contract, which shall control over the general requirements, which shall control over the specifications.

2.11. Order of Precedence in Construction Documents. The following general principles shall govern the settlement of disputes that may arise over conflicts in the construction documents: (a) as between the drawings and specifications, the specifications shall govern; (b) as between figures given on drawings and the scaled measurements, the figures shall govern; and (c) as between large-scale drawings and small-scale drawings, the larger scale shall govern. Conflicts discovered shall be immediately reported to Authorized User.

3.Authorized Source of Supply

DOAS authorizes cooperative purchasing through Sourcewell so that state and local government entities hereafter referred to as Authorized Users may contract for indefinite quantity construction services using the pricing formulas in the Contractor's Bid.

Any such Order placed by an Authorized User for construction services under this agreement shall be bound by the terms and conditions set forth in the Contract Documents referenced above; provided, however;

3.1. Work Order Threshold. Contractor is not obligated to enter into an individual Order with any Authorized User for supplies or services less than $2,000.00. Contractor shall not enter into an individual Order with any Authorized User for supplies and services more than $1,000,000 without prior approval from DOAS;

3.1.1 Contractor shall not enter into a series of Orders with the same Authorized User within a thirty (30) day period for supplies and services that together total more than $2,000,000.00 without prior approval from DOAS.

3.2. Work Order Response. Contractor is required, as soon as practicable after award of the Work Order, to furnish in writing to the Authorized User the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work, along with estimated values to be paid to each Subcontractor. The Authorized User will reply promptly to the Contractor in writing stating whether or not, after due investigation, Authorized User has reasonable objection to any such proposed person or entity. Failure of the Authorized User to reply promptly shall constitute notice of no reasonable objection.

3.1.2. The Contractor shall not contract with a proposed person or entity to whom the Authorized User has made reasonable and timely objection.

3.1.3. If the Authorized User has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Authorized User has no reasonable objection.

3.3. Work Order. The Authorized User may issue a Work Order based upon the needs and scope of their particular construction service requirements referencing SWC_____. Any specific requirements would be attached to the Order as "Special Conditions." All orders under this Contract are to be made out to and processed by the Authorized User and should contain the following:

(i) Mandatory Language "Work Order is subject to the Indefinite Quantity Construction SWC No.:";
(ii) Agency Name, Address, Contact, & Phone-Number and;
(iii) Reference to the state contract number and contractor's name. "**99999-SPD-00000 - Contractor's Name**"
(iv) Completed Project Charter for Services

3.4. Fund Obligation. This Participation Agreement authorizes the Contractor to enter into Orders with Authorized Users hereunder. Each Order that the Contractor executes with Authorized Users is a separate obligation between the Contractor and the Authorized User. DOAS shall not be responsible for the payment of any Orders executed by the Authorized User.

3.5. Reporting. Contractor shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Contractor in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account.

3.5.1. Contractor shall submit a monthly contract status report to DOAS' contract administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, small and minority business utilization,

3.5.2. Contractor shall supply a Progress Report to Authorized User by the end of the first week of each month, a minimum of one week prior to the monthly Progress Meeting. The Progress Report shall include the following:

1. Project/management summary
2. Work performed during the reporting period
3. Milestones met and/or achieved
4. Progress against the schedule (any changes is to be identified together with remedial action)
5. Dependencies
6. Problems experienced
7. Activities planned for the next period
8. Risk log status
9. Action log status
10. Assumption log status.

The format of the progress report shall be agreed upon with the Authorized User during the initial Scope Meeting. In addition, the same level of reporting (but by entity) shall be provided to DOAS during the Business Review meetings. Reporting may include, but not limited to, open single and multiple projects.

3.5.3. Upon Request, the Contractor shall provide, evidence of the Contractor's good faith efforts to utilize local, small and minority businesses.

3.6 Construction Task Catalog Updates. On the anniversary of the Sourcewell solicitation, a new Construction Task Catalog will be furnished. The new Construction Task Catalog will be effective for the twelve (12) month period after the anniversary of the Sourcewell award date. The Construction Task Catalogs that accompany each anniversary shall only apply to Work Orders issued after the effective date of that specific renewal option and shall have no impact on Work Orders issued prior to the effective date of that specific renewal option.

SUPPLIER: *Paryani Real Estate, LLC* *2300 Windy Ridge Parkway SE, Ste R-76, Atlanta GA 30339* *404-432-7820* **Manish Paryani** **manish@paryaniconstruction.com**	
SERVICE AREA	*Area A*
Normal Working Hours - Prevailing Wage – Non-Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2216
Other than Normal Working Hours - Prevailing Wage – Non-Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2432
Normal Working Hours – Non- Prevailing Wage – Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2432
Other than Normal Working Hours - Non-Prevailing Wage – Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2649
Non Pre-Priced Items	1.1351

3.7. Quarterly Business Review Meetings. Contractor must participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by the Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

4. Bonds. Upon execution of the Contract, Contractor shall furnish requested bonds (a performance bond and/or a payment bond), with a penal sum equal to at least the Contract Sum. Surety companies must be acceptable to Authorized User. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia.

5. Indemnification Obligation. Contractor shall indemnify, defend, and hold harmless Authorized User, the State of Georgia and its departments, agencies and instrumentalities, and all of their respective officers, members, employees, and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, judgments, liability, demands, losses, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of Contractor, its Subcontractors, its agents, employees, or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any applicable Federal, State or local law, rule, or regulation. The indemnification obligation set forth in this section extends to the successors and assigns of Contractor and will survive the termination of the Contract or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

   This indemnification obligation does not extend beyond the scope of the any Project, this Contract, and the work or obligations undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

6. Time

6.1. Duty to Commence and Complete Work. Contractor shall commence physical work at the project site within ten (10) days of the issuance of the Proceed Order but shall not commence any physical work on the site until a Proceed Order is issued. Contractor shall achieve Material Completion of the Project not later than the Material Completion Date.

6.2. Time is of the Essence. Time is of the essence of this Contract and all obligations hereunder. Time being of the essence, it is mutually agreed that Owner will suffer damages if Contractor does not achieve Material Completion by the Material Completion Date and Contractor shall therefore compensate Authorized User for the delay as provided in Section 5.3. Contractor has carefully examined and analyzed the Site, the Contract, Construction Documents, and all known factors related to its ability to achieve Material Completion by the Material Completion Date. Contractor agrees that the stipulated Contract Time is fair and reasonable.

6.3. Liquidated Damages for Delay. The parties may agree to an amount to paid as Liquidated Damages if Contractor fails to achieve Material Completion by the Material Completion Date. If the parties agree to Liquidated damages, such Liquidated Damages shall be stated in the Work Order and the Project Charter. The specified liquidated damages are not a penalty but are agreed to in advance because of the difficulty of determining and proving the amount of delay damages incurred by the Authorized User as a result of the delay. Liquidated Damages shall be charged beginning upon the day following the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued. Liquidated Damages shall be deducted from payments due to Contractor as they accrue and such deduction shall be in addition to the retainage provided for in the Contract. If the parties do not agree to a sum for Liquidated Damages, the Authorized User shall be entitled to recover its actual damages if Contractor fails to reach Material Completion by the Material Completion Day.

7. Contract Suspension and Termination

7.1. Termination. The termination of this Contract does not in and of itself terminate any Order(s) executed pursuant to the authorization of this Contract; provided, however, termination of the Contract may be considered by any Authorized User in its determination whether to terminate its individual Order with the Contractor.

7.2. State Right to Terminate Work Order Without Cause. The state may terminate the contract at any time, without cause, upon giving Contractor 60 days' Notice. In the event the state elects to terminate the Contract the state shall pay Contractor, in accordance with the terms of the Contract for all work executed prior to termination, up to the unpaid balance of the Contract Sum.

7.3. Authorized User's Right to Terminate Work Order for Cause. Authorized Users may terminate the Work Order if Contractor is in breach of a Notice of Non-Compliant Work; if Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency; if Contractor persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the project; if Contractor abandons the project for a period of seven (7) or more days; if Contractor is otherwise guilty of a substantial violation of any provision of the Work Order or for any reason that would permit Authorized Users to terminate the Work Order under applicable law. Authorized Users may terminate the Work Order or these causes, without prejudice to any other right or remedy under this Contract, at equity, or in law, upon giving Contractor fifteen (15) days' Notice of Authorized User's intent to terminate for cause.

7.4. Authorized User's Right to Retain Work Upon Termination for Cause. Upon termination for cause, Authorized Users shall have the right to take possession of the work, together with all

materials, equipment, tools, and improvements thereon and to finish the work by whatever reasonable method Authorized Users may deem expedient.

7.5. Payment Due Upon Termination for Cause. Upon termination for cause, Contractor shall not be entitled to receive any further payment until the work is completed. Upon completion, Authorized Users shall pay the positive excess of (i) the unpaid balance of the Contract Sum over (ii) Authorized User's cost of completion of the work, plus any damages incurred by Authorized Users due to such termination or the basis for such termination, including but not limited to liquidated damages for delays in completion.

8. Construction Phase Requirements

8.1. Review of Construction Documents. Prior to commencing the work, Contractor shall review all construction documents for any inconsistency, ambiguity, error, or omission. When potential design issues are identified, Contractor shall annotate the construction documents and shall issue an explanation in writing to the Authorized User. The Authorized User shall furnish complete, definite, and clear instructions in response to the request in writing, or by issuing drawings, or both. In the event instructions are given orally for expediency, they shall be confirmed in writing or by drawings within five (5) days following the oral instructions. Any such additional instructions shall be consistent with the Construction Documents and reasonably inferable therefrom. Contractor shall not proceed with the affected work until receiving a response from the Authorized User.

8.2. Progress Reports. During the construction phase, Contractor shall monitor the progress of the work for conformance with the overall project schedule and keep the Authorized User informed of such progress and shall maintain records documenting the progress of the work. Contractor shall submit progress reports at intervals reasonably determined by the Authorized User. Progress reports shall document the progression of the work and shall include information on the percentage of completion and indicate completed activities and any changes in sequencing or activity durations, including approved change orders. Progress reports also note dates by which non-compliant work shall have been cured and note the actual date of cure of the non-compliant work.

8.3. Supervision of Work. Contractor shall supervise and direct the work using diligent skill and attention in order to ensure satisfactory progress of the work and that the quality of the work complies with the Contract. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures. Contractor is fully responsible to Authorized User for the acts and omissions of its officers, employees, agents, all Subcontractors and their respective officers, employees and agents, and all other persons on the site at the direction of Contractor or to perform work. Non-performance, improper performance, or other default by any Subcontractor or employee or agent of Contractor shall not excuse Contractor from its obligation to assure timely performance of the work in compliance with the Contract.

8.4. Safety. The Contractor is responsible for the safety of the site and the work. The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. § 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents. Contractor shall properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created thereby.

8.5. Project Charter Compliance. The Project Charter herein must be used to officially start and complete all state projects. It formally authorizes the existence of the project and provides a

reference source. The charter gives a direction and a sense of purpose to the project management from start to end. To show consensus, ensure the project remains on schedule, and issues are addressed timely all parties must sign Project Charter document prior to the start and at completion of ANY state entity project.

9. Warranties, Inspections and Correction Work

9.1. Construction Warranty. All work shall be free from defects and conform to the requirements of the Contract. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. Such warranties are referred to herein as the Construction Warranty. In addition to the Construction Warranty, Contractor shall provide all additional warranties called for in the construction documents. These warranties shall be in such form as to permit direct enforcement by the Authorized User against any Subcontractor or third party whose guaranty or warranty is called for. The calling for or the furnishing of written warranties or bonds shall in no way limit the Construction Warranty and the contractual obligations of Contractor hereunder.

9.2. Inspection of the Work. Both Contractor and Authorized User have separate duties to inspect the work. Inspection of the work by the Authorized User or any third party shall not diminish, relieve, or alter the responsibility of Contractor to ensure that all work complies with the Contract. The failure of Authorized User or other third-parties to discover or notify Contractor of the existence of non-compliant work shall not relieve Contractor of its responsibility to ensure that all work complies with the Contract, and neither the Certificate of Material Completion or Certificate of Final Completion nor payment shall relieve Contractor of responsibility to ensure that all work complies with the Contract.

9.3. Contractor's Inspection of the Work. Contractor has an indivisible, non-delegable, and nontransferable contractual obligation to Authorized User to make inspections of the work at all stages to confirm at all times that all work has been executed strictly in accordance with the Contract. Contractor shall not rely on an inspection by the Authorized User or any other third party to identify non-compliant work.

9.4. Notice of Non-Compliant Work. The Authorized User may issue a Notice of Non-Complaint work if it observes non-compliant work, including failure to maintain the overall project schedule. The Notice of Non-Compliant Work shall be in writing, dated, and addressed to Contractor with a copy to the Authorized User, as applicable. The Notice of Non-Compliant Work shall include a description of the non-compliant work, a citation to the provision of the Contract (or incorporated document or standard) that has been violated, and a reasonable period to correct the non-compliant work ("Cure Period"). If Contractor is unsure or unaware of any information necessary to correct the non-compliant work, it shall immediately request such information in writing. In the event that the Authorized User incurs increased costs due to re-inspection of work that was found to be non-compliant, Contractor shall be liable for the costs of the re-inspection, including but not limited to the salary, professional fees, and travel expenses of the Authorized User or inspection firm.

9.5. Duty to Promptly Correct Work. Contractor shall promptly correct any non-compliant work within the Cure Period stated in the Notice of Non-Compliant Work. The duty to correct the work shall apply whether the non-compliant work is discovered before or after Material Completion. Contractor shall bear the costs of correcting such non-compliant work, including, without limitation, additional testing and inspections and shall bear the expense of restoring all work of separate contractors affected or destroyed by such removal or replacement. Contractor shall give prompt notice upon completion of the correction of the non-compliant work. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction of the non-compliant work.

9.5.1. Notice of Non-Compliant Work for Failure to Maintain Schedule. If the Authorized User issues a Notice of Non-Compliant Work for failure to maintain the Overall Project Schedule, Contractor shall deliver to the Authorized User a written plan explaining how Contractor intends to bring the project back in compliance with the overall project schedule within seven (7) days of the issuance of the Notice of Non-Compliant Work. Contractor's plan must provide sufficient detail to allow the Authorized User to determine the proposal's feasibility.

9.5.2. Authorized User's Option to Accept Non-Compliant Work. If the Contractor and the Authorized User deem it inexpedient to correct Non-Compliant Work, Authorized User may agree, in writing, to accept the Non-Compliant Work and make an equitable deduction from the Contract Sum which shall be deducted from Contractor's next payment.

9.5.3. Authorized User's Remedies for Breach of Notice of Non-Compliant Work or Failure to Prosecute the Work. If Contractor does not correct the Non-Compliant Work within the Cure Period stated in the Notice of Non-Compliant Work, Contractor shall be deemed to have breached the Notice of Non-Compliant Work. If Contractor breaches a Notice of Non-Compliant Work or fails to prosecute the Work in accordance with the Contract, Authorized User may, after giving five (5) days' Notice to Contractor, correct the Non-Compliant Work, prosecute the work, or supplement the labor of Contractor or its Subcontractors and deduct the costs thereof from any payment then or thereafter due to Contractor and recover any resulting deficit from Contractor. The remedies stated in this section are in addition to the remedies otherwise available to Authorized User and are without prejudice to any other remedies.

10. Change Orders

10.1. Change Orders. The Authorized User may order changes in the work consisting of additions, deletions, or modifications to the work, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized only by written change order signed by the Authorized User. Without a change order executed by the Authorized User, Contractor shall not make any changes in the work or perform any work that is not a part of the Order, nor shall Contractor receive any compensation or make any claim therefor.

10.2. Change Order Sum. The change order sum may be determined in one or more of the following ways: 1) by an estimate of allowable change order costs agreed upon in advance and paid as a lump sum ("Lump Sum Change Order"), 2) by unit prices named in the Contract or subsequently agreed upon, which unit prices shall include all Contractor overhead, profit, and markup ("Unit Price Change Order"), or 3) by the amount of actual allowable change order costs incurred in the performance of the change order work ("Force Account Change Order").

10.3. Change Order Proposals. Any change order shall contain a description of change order work provided by the Authorized User. Contractor shall promptly respond to the proposed change order with an estimate of the allowable costs of the change order work and the impact to the project schedule. The response shall include an itemized breakdown of allowable change order costs and a justification to the change in the project schedule. The Contractor's justification is provided so that the Contractor, and the Authorized User can determine whether the proposed change in Contract Time or Contract Sum is reasonable and in compliance with the terms of the Contract.

10.3.1. Disagreement as to Change in Contract Sum. In no event shall any increase in the contract sum for such change order work exceed the increase identified in Contractor's response.

10.4. Acceptance of Proposed Change Order. If the Authorized User agrees with Contractor's proposed changes to the contract time and contract sum, then the Authorize User shall execute the Change Order. Upon the Authorized User's execution, the Change Order shall be binding and of full force and effect. All change orders shall be performed under the conditions of the original Contract except as specifically modified by the change order. The change in contract time and contract sum (if any) provided by the change order constitutes compensation in full to Contractor for the change order work and accounts for all delays and impacts related thereto.

11. Project Close Out

11.1. Inspections for Material Completion. Contractor shall request an Inspection for Material Completion when it has completed all work, except for minor Items and permitted incomplete work and submitted all required documents, including final documents.

11.2. Cleaning Prior to Material Completion. Prior to the inspection for Material Completion, Contractor shall remove from the site all waste and perform a thorough cleaning of the Work. Contractor shall dust all hard surfaces, mop all hard floors, vacuum all carpet, remove any stains and paint spots, clean and polish all plumbing fixtures and equipment, clean all electrical and mechanical equipment, and clean all ductwork and filters if dirty. Contractor shall also restore any existing facilities such as roads, landscaping, pavement, fencing, curbing, and the like at the site to at least their pre-construction conditions. Contractor may leave equipment at the site as necessary to achieve Final Completion of the Project. To achieve Material Completion, Contractor shall have fully cleaned the site.

11.3. Notice of Readiness for Inspection for Material Completion. When Contractor determines that the Project is ready for Inspection for Material Completion, Contractor shall give Notice to the Authorized User requesting Inspection for Material Completion. Such notice shall be provided at least seven (7) days in advance of the date requested for Inspection for Material Completion. Such Notice shall include a copy of the Initial Punchlist. If Contractor requests inspection for Material Completion and it is determined by the Authorized User that the Project has not reached Material Completion, referred to as a "false start," then Contractor shall be liable for the costs and damages resulting therefrom.

11.4. Inspection, Certificate of Material Completion. The Authorized User shall conduct the Inspection for Material Completion and shall confirm the Final Punchlist by adding or deleting minor items or permitted incomplete work as appropriate. Upon completion of the Inspection for Material Completion, if the Authorized User determines the work has reached material completion, the Authorized User shall execute the Certificate of Material Completion and attach a first draft of a Final Punchlist, which may be handwritten or in electronic format and which shall list all minor items and permitted incomplete work and assign amounts to be withheld from the Payment for Material Completion on account of each minor item and permitted incomplete work. The Final Punchlist shall include completion dates for the permitted incomplete work. All minor items shall be completed within thirty (30) days of material completion.

11.5. Payment for Material Completion. Upon material completion, Contractor shall submit a Payment Application along with a Payment Affidavit certifying completion of all work in accordance with the contract, except for minor items and permitted incomplete work, and releasing all claims against the Authorized User of any nature arising out of the project except any claims noted on the Payment Affidavit. If Contractor fails to provide a Payment Affidavit, Payment for material completion shall operate as settlement, waiver, release, discharge, and payment in full of all claims (including Claims) against Authorized User of any nature arising out of the project except for the work associated with the minor items and the permitted incomplete work.

11.6. Material Completion. A determination that Contractor has achieved material completion, the issuance of a Certificate of Material Completion, or Authorized User's Payment for Material Completion shall not preclude or diminish Authorize User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

11.7. Final Completion, Payment. Final completion is the completion of all work. When Contractor has completed all work, it shall request an inspection for final completion. The Authorized User shall inspect all work and if it determines that all work it complete, it shall execute the Certificate of Final Completion. Upon final completion, Contractor shall submit a Payment Application requesting the remainder of the contract sum. Acceptance of payment for final completion by Contractor shall operate as settlement, waiver, release, discharge and payment in full of all claims against the Authorized User of any nature arising out of the project.

11.8. Final Completion. A determination that Contractor has achieved Final Completion, the issuance of a Certificate of Final Completion, or Authorized User's Payment for Final Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

12. Payment

12.1. Schedule of Values. Prior to the issuance of the proceed order, Contractor shall submit a Schedule of Values of the work to assist the Authorized User in reviewing Payment Applications. The Schedule of Values shall allocate the contract sum to the portions of the work in such detail as Authorized User require. If requested, Contractor shall provide evidence of the accuracy of the Schedule of Values. Unless objected to the Authorized User, the Schedule of Values shall be used to determine the payment due for completion of each portion of the work.

12.2. Payment Applications. Contractor shall submit a Payment Application to the Authorized User by the fifth (5th) day of each month for the work performed during the previous month on the form supplied by the Authorized User. The Payment Application shall itemize the total sum billed in the same format as the Schedule of Values and shall include the percentage complete for each item of work. Contractor shall submit no more than one (1) Payment Application during each month. No payment shall become due to Contractor until a proper Payment Application is submitted.

12.3. Representations of Contractor. The Payment Application constitutes a representation by Contractor to the Authorized User that (i) the quality of the work covered by the application is in accordance with the Contract; (ii) Contractor is entitled to payment in the amount requested; (iii) all work covered by any previously approved Payment Application, for which Contractor has been paid, is free and clear of liens, claims, security interests or encumbrances, and (iv) title to all work covered by the Payment Application will pass to Authorized User no later than the time of payment.

12.4. Payment. The Authorized User shall make payment for all work completed in the previous month, based upon the Schedule of Values and Contractor's estimate of percentage complete, less the retainage and subject to Authorized User's right to withhold amounts and Authorized User's right to adjust for overpayments. Authorized User shall make payment to Contractor no later than thirty (30) days after receipt of a properly completed Payment Application.

12.5. Disputed Payments. The Authorized User and Contractor agree to use their best efforts to resolve all disputes concerning the Payment Application during the said thirty (30) day payment period. If Authorized User disputes a portion of the Payment Application, Authorized User shall

make payment of all undisputed amounts within the thirty (30) day payment period. If payment disputes continue, DOAS shall be notified for further action.

12.6. Payments Withheld. Authorized Users may withhold payment, or nullify the whole or part of any previous Payment Application, to such extent necessary to protect Authorized Users from loss on account of any one or more of the following: (i) Non-Compliant Work; (ii) failure of Contractor to make payments due to Subcontractors; (iii) reasonable evidence that the Contract cannot be completed for the unpaid contract sum; (iv) damage to a separate contractor or to any other third party, or reasonable evidence that third parties may file claims against Authorized User due to acts or omissions of Contractor; (v) failure to maintain the overall project schedule, or (vi) requests for or prior payment of costs that are not required to be reimbursed hereunder. When the grounds for withholding payment are remedied (if applicable), payment shall be made for amounts withheld because of them. In the case of withholding payment for failure to pay Subcontractors, Authorized User may agree to payment upon receipt of a satisfactory Consent of Surety.

12.7. Payment of Subcontractors. Contractor shall pay Subcontractors the amount due for Subcontractor's work, less applicable retainage, within seven (7) days of receipt of payment from Authorized User for such work unless the contract between Contractor and Subcontractor provides that no such payment is due (e.g. without limitation, as a result of non-performance under the Subcontract). The Authorized User has the right to request evidence from the Contractor that the Contractor has properly paid all Subcontractors. If the Contractor fails to provide such information within seven (7) days of Authorized User request, Authorized User shall have the right to contact Subcontractors to determine if they have been paid. Authorized User shall have no obligation to pay or see to the payment of money to a Subcontractor.

12.8. Milestone Payments. Authorize User shall have the option to make milestone payments in which the Authorized User shall make payments to the Contractor in accordance with an agreed upon Milestone Payment Plan for Work Orders subject to satisfactory completion of the milestone events detailed in the Project Charter.

12.9. Retainage. Until the payment for Material Completion, Authorized User may withhold retainage in the amount of ten percent (10%) from each Payment Application.

12.10. Freezing Retainage. After one-half (1/2) of the Contract sum has been paid, upon submission of the next Payment Application following the payment of one-half of the contract sum, if the work is on or ahead of schedule according to the overall project schedule and there are no unresolved breaches of non-compliant work, Contractor may request that the Authorized User stop the collection of retainage. Upon Authorized User approval, the previously withheld retainage will be converted to a lump sum to be held by Authorized User until Material Completion and Authorized User will collect no additional retainage unless retainage is reinstated. Authorized User will reinstate collection of retainage if the work is five percent (5%) or more behind schedule according to the overall project schedule or if Contractor breaches a Notice of Non-Compliant Work. Authorized User will continue the collection of retainage under this section until the breach is cured or the time is recovered and the project is on or ahead of schedule.

12.12. Retainage Release. When Material Completion is achieved, retainage shall be paid to the Contractor with the payment for Material Completion.

12.13. Contractor Administrative Fee Compliance. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting contract. The administrative fee amount for this statewide contract is **1%**. Contractors currently holding one or more Participating Agreements are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes every quarterly reporting

and administrative fee submission requirements. DOAS will not award the resulting Contract to a Contractor, who has failed to meet its current Contract obligations.

13. Dispute Resolution

13.1. Dispute Resolution. (a) Initially, all disputes shall be resolved at the agency level. The Authorized User and the Contractor shall resolve disputes regarding issues with the work; to include, technical and design issues, and material changes to Specifications. (b) If the dispute cannot be resolved at the agency level within five (5) calendar days after recognition, either Party shall notify DOAS in writing of the dispute, and DOAS will instructed on further actions.

14. DOAS Annual Outreach and Marketing Opportunities

14.1. Participation in DOAS State Purchasing's Annual Georgia Procurement Conference (GPC). DOAS hosts an annual marketing and training trade conference, usually in late April or early May, to educate public procurement professionals on the commodities and services available on Participating Agreements, offer them educational platforms to learn new techniques and best practices from state and national industry experts and provide marketing, networking and training opportunities to Participating Contractors.

The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. The Exhibitor Expo, which is one of the highlights of the conference, has significant marketing value and is extremely cost effective as it provides exceptional opportunities for Contractors to market directly to thousands of attendees.

The Georgia Procurement Conference is scheduled each year at the Jekyll Island Convention Center and is primarily supported by statewide Contractors as exhibitors. The cost to exhibit in the past has ranged from $1,300 to $1,600 depending on booth location desired. DOAS believes that the Expo is important because it provides public purchasers with an opportunity to meet over 300 Contractors and receive important information on new and existing products and services. It provides Contractors with training workshops and the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 800 attendees, many of whom represent potential new customers. Please note that exhibiting at the Georgia Procurement Conference is not required.

14.2. Contract Outreach. Contractor is required, at a minimum, to participate in outreach efforts to raise awareness of potential subcontracting opportunities resulting from work ordered by Authorized Users. The Contractor is strongly encouraged to formally advertise subcontractor opportunities resulting from an Order placed by Authorized Users in publications or communication media regardless of the amount of the Order.

15. State Entities' Right to Seek Competitive Bids

15.1. Authorized Users Seeking Other Bid Opportunities. Notwithstanding anything in the Invitation for Bids issued by Sourcewell or Contractor's Bid, Authorized Users shall, at all times prior to signing a contract for work, have the right to reject any offer or proposed engagement from Contractor and seek competitive bids through the normal competitive bidding process.

16. Successors and Assigns

16.1. This Participation Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. Entire Agreement

17.1. This Participation Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Participation Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the day and year first above written;

Paryani Real Estate, LLC

Authorized Signature: _____

Print Name: Manish Paryani

Date: 07.30.2020

Department of Administrative Services – State Purchasing

Authorized Signature: DocuSigned by: Lisa Eason

Print Name: Lisa Eason 822808E06EBB41F...

Date: 8/18/2020

DocuSign Envelope ID: 38C6C2DD-59EA-4E8A-96C3-08B784E58796

CONTRACT AMENDMENT # 3

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	**Paryani Real Estate, LLC.**
Contract No.:	99999-SPD-20200901-00020
Cooperative No.:	GA-040820
Cooperative Name	Sourcewell
Current Contract Term:	April 13, 2021 - April 19, 2024
Amendment No.	3

WHEREAS, the Contract is in effect through the Current Contract Term as defined above, and the parties desire to amend the Statewide contract to extend the Statewide Contract term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Term**: This Statewide Contract is hereby amended to extend the Contract term. The new Contract term is April 20, 2024, through April 19, 2025.

2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto**.** Should the State of Georgia (DOAS) enter into a new contract for these products and/or services during the term of this Extension, the new contract shall supersede this Extension.

DocuSign Envelope ID: 38C6C2DD-59EA-4E8A-96C3-08B784E58796

IN WITNESS WHEREOF, the parties have caused this Amendment to be Paryani Real Estate, LLC. duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Paryani Real Estate LLC, d/b/a Paryani Construction
Authorized Signature:	
Printed Name and Title of Person Signing:	Manish Paryani and President
Date:	04.17.2024
Company Address:	2300 Windy Ridge Parkway SE Suite R-76 Atlanta, GA 30339

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/19/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

DocuSign Envelope ID: 9FC3D6F3-DB39-4BB9-ABD3-6AB06C664176

CONTRACT EXTENSION AND AMENDMENT

Contract Number: #GA-A07-040820-PAR

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Paryani Construction, 961 West Highland Drive NW, Atlanta, GA 30318 (Contractor) have entered into Contract #GA-A07-040820-PAR for the procurement of Indefinite Delivery Indefinite Quantity Construction Services in the State of Georgia. The Contract has an expiration date of April 19, 2024, but the parties may extend and amend the Contract by mutual consent.

Sourcewell and Contractor acknowledge that extending and amending the Contract benefits the Contractor, Sourcewell and Sourcewell's Members. Contractor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of April 19, 2025.

Contractor and Sourcewell also agree that the following Construction Task Catalog shall be in effect April 19, 2024: **Sourcewell Georgia Northern GA.**

All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/11/2024 | 10:05 AM CDT

Paryani Construction

DocuSigned by:
By: Manish Paryani
85A9EA83BAD7470...

Name: Manish Paryani
Title: President

Date: 4/11/2024 | 7:30 AM PDT

EXHIBIT C
INSURANCE DOCUMENTS

Within **10** days of execution of this Agreement, and at all times that services under this Agreement are performed, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an AM. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim.

Certificates of Insurance showing that such coverage is in force shall be provided by the Contractor to the City within ten days of the Effective Date of this Agreement.

The Certificate Holder should read:

The City of Clarkston, Georgia
1055 Rowland Street
Clarkston, Georgia 30021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	**CONTACT NAME:** Natalie Mitchell **PHONE (A/C, No, Ext):** 678-424-6500 **FAX (A/C, No):** 678-424-6527 **E-MAIL ADDRESS:** nmitchell@sspins.com
INSURED PARYREA-02 Paryani Real Estate LLC 2300 Windy Ridge Pkwy SE Suite R-76 Atlanta GA 30339	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Union Insurance Company / 25844 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1834086844 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPA4548363-40	6/20/2023	6/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CPA4548363-40	6/20/2023	6/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CPA4548363-40	6/20/2023	6/20/2024	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA4548364-40	6/20/2023	6/20/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			CPA4548363-40	6/20/2023	6/20/2024	Per Item Limit	75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT D
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(8) (1)

By executing this affidavit, the undersigned Contractor verifies its compliance with **O.C.G.A. § 13-10-91**, stating that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Clarkston 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 subcontractor 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:

Federal Work Authorization User ID Number: _____

Date of Authorization: _____

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: _____

I, the undersigned duly authorized officer and/or agent of Contractor, do hereby declare under penalty of perjury that the foregoing is true and correct. So executed this ___ day of _____, 20____.

_____
Name and Title of Authorized Agent

Sworn to and subscribed before me this _____ day of _____ 20___.

Notary Public

My Commission Expires

_____

CITY OF CLARKSTON

ITEM NO: 8D

CITY COUNCIL MEETING

HEARING TYPE:
City Council

BUSINESS AGENDA

ACTION TYPE:
Approval

MEETING DATE: MAY 7, 2024

SUBJECT: To consider for approval a Contract with Southern Computer Warehouse, Inc. (SCW, Inc), a Georgia Statewide Contract Number 99999-SD-0000172-014, to provide a security system for the new proposed City Administrative Space located at 736 Park North for a term of six months in an amount not to exceed $126,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: (404) 296-6489

PURPOSE: Discuss a Contract with Southern Computer Warehouse, Inc. (SCW, Inc), a Statewide Contractor, to provide a security system for the new proposed City Administrative Space, located at 736 Park North, for a Term of six months in an amount not to exceed $126,000.

NEED/ IMPACT: The new proposed new location will provide adequate office space and safe parking for our employees and the public in the front and back of the building. A security system which will include cameras and access control points, with card readers, is needed. This system will provide the Interim City Manager or her/his designee as well as the Chief of Police or her/his designee with the ability to monitor the facility 24/7/365 if needed. There will be restricted access for employees only in certain areas of new administrative office building.

Approving this request will ensure the safety of staff and visitors.

RECOMMENDATION: Approve the contract with Southern Computer Warehouse, Inc. (SCW, Inc.), a Statewide Contractor, to provide a security system for the new proposed City Administrative Space located at 736 Park North for a Term of six months in an amount not to exceed $126,000.

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Apr 24, 2024 10:03 AM EDT

Modified Date
Apr 24, 2024 12:55 PM EDT

Quote #
1823084 - rev 1 of 1

Description
SPO-0000014277 Verkada Security

SalesRep
Robinson, Ceara
(P) 877-GOTOSCW ext. 214

Customer Contact
Dixon, Keisha
(P) 678-409-9683
kldixon@cityofclarkston.com

Customer
City of Clarkston GA (SCA13621)
Dixon, Keisha
3921 Church St
Clarkston, GA 30021
United States
(P) 404-296-0998

Bill To
City of Clarkston GA
Accounts, Payable
3921 Church St
Clarkston, GA 30021
United States
(P) 404-296-0998

Ship To
City of Clarkston GA
REF, PO#
1055 Rowland St
Clarkston, GA 30021
United States
(P) 678-409-9683
kldixon@cityofclarkston.com

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Verkada - CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max	CB62-512E-HW	Yes	6	$1,165.26	$6,991.56
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
2		Verkada - CD52 Indoor Dome Camera, 256GB, 30 Days Max	CD52-256-HW	Yes	7	$776.62	$5,436.34
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
3		Verkada - CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	CF81-30E-HW	Yes	4	$1,294.80	$5,179.20
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
4		Verkada - VX52 Viewing Station	VX52-HW	Yes	2	$323.21	$646.42
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
5		Verkada - CD62 Indoor Dome Camera, 512GB, 30 Days Max	CD62-30-HW	Yes	5	$970.94	$4,854.70
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
6		Verkada - 5-Year Camera License	LIC-CAM-5Y	Yes	22	$582.30	$12,810.60
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
7		Verkada - Angle Mount	ACC-MNT-7	Yes	4	$96.51	$386.04
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
8		Verkada - Square Junction Box Mount	ACC-MNT-SJBOX-1	Yes	6	$57.64	$345.84
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
9		Verkada - 5-Year Viewing Station License	LIC-VX-5Y	Yes	2	$1,294.80	$2,589.60
	Contract						
	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services						
10		Verkada - AC62 16 Door Controller	AC62-HW	Yes	2	$3,432.30	$6,864.60

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

11	Verkada - AD33 Multi-format Card Reader	AD33-HW	Yes	25	$226.05	$5,651.25

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

12	Verkada - 5-Year Door License	LIC-AC-5Y	Yes	21	$647.07	$13,588.47

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

13	SCW Custom - Misc. Hardware, Cabling, AV Equipment Required for Installation	005376v2	Yes	1	$16,953.97	$16,953.97

Note: Copper Cabling Hardware:
Qty Description
22 Data Cable Run - Category 6 - Plenum (Blue)
1 Patch Panel - 24 Port - Netkey (Panduit) - Blank
22 Cat 6 Keystone (Blue) - Netkey
8 Faceplate - Surface Mount Box, 2 Port, Panduit Netkey (White)
22 Cat 6 Patch Cable - 1 Foot - Non-Booted (Blue)
50 3/4" J Hook - Basic
1 1/2" Velcro (White) - 25 Yards
UI Networking Hardware:
Qty Description
1 A 48-port, Layer 3 switch capable of high-power PoE++ output. (40) GbE PoE+, (8) GbE PoE++ ports, and (4) 10G SFP+ ports. 600W total PoE availability. DC Power backup ready.
1 Cloud Key used to run the UniFi software suite.
Access Control
Qty Description
10 Access Control Composite Cable Run - 22-6 Shielded, 18-4, 22-4, 22-2 - Plenum (Yellow).
4 Access Control Cable Run - 22 AWG 6 Conductor - Shielded - Stranded - Plenum.
10 1200LB Single Magnetic Lock with LED Status Indicator, Bond Sensor, and Door Status Sensor.
6 Emergency Exit Button with 30 Second Release, Single Gang.
6 Request-to-Exit Motion Sensor, Light Gray.
10 3/4" Recessed Contact Sensor, Gray
Audio Visual:
Qty 2: 65" UR8000 Series 4K UHD LED LCD Display

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

14	SCW Custom - Installation Services	005376v2	Yes	1	$33,955.00	$33,955.00

Note: Product Details:
Labor for structured cabling project work.
Labor for networking project work.
Labor for video surveillance project work.
Labor for access control project work.
Labor for audio visual project work.

Contract
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services

Thanks for the opportunity to provide this quote for you!

Subtotal:	**$116,253.59**
Tax (8.0000%):	$9,300.29
Shipping:	$0.00
Total:	**$125,553.88**

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Approved as to form:

Stephen Quinn
City Attorney

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State of Georgia

Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Integrated Security and Surveillance Products and Services	**99999-SPD0000172**	**99999-SPD0000172-014**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Southern Computer Warehouse, Inc. (hereafter called Contractor)

2. Contract to Begin: May 1, 2021 | Date of Completion: April 30, 2023 | Renewals: **Five (5)**

3. Performance Bond, if any: | Other Bonds, if any:

4. Authorized Person to Receive Contract Notices for Agency: | Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Goods and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**
Attachment 4: **Cost Proposal**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Southern Computer Warehouse, Inc.

By *(Authorized Signature)* | Date Signed: 12/8/2020

Printed Name and Title of Person Signing
Starr Brown, President

Address
1395 Marietta Parkway
Building 300 Suite 106
Marietta, GA 30067

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)* Lisa Eason | Date Signed: 4/7/2021

Printed Name and Title of Person Signing
Lisa Eason, Deputy Commissioner State Purchasing Division, Department Administrative Services

Address
200 Piedmont Ave. S.E. West Tower, Suite 1804, Atlanta, GA, 30334

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STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

(i) "**Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.

(v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(ix) **"Statement of Work"** Any document in substantially the form of Exhibit A (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to a User Agency, which, upon signing by both parties shall be issued pursuant to the Contract.

(x) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the

Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xi) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Provision of Goods and Services** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX, the Statement of Work, and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

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2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

5. **Acceptance.** Product shall be deemed accepted when the ordering User Agency determines that such Product successfully operates in accordance with the Requirements. Such User Agency shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between User Agency and Contractor. Contractor agrees to provide to the User Agency such assistance and advice as the User Agency may reasonably require, at no additional cost, during such Acceptance testing. Should User Agency fail to provide Contractor written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

   If the Product does not meet the standard of performance during the initial period of Acceptance Testing, User Agency may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the User Agency may, at its option: (a) Terminate the Order; (b) demand replacement Product from Contractor at no additional cost to User Agency; or, (c) continue the cure period for an additional time period agreed upon by the User Agency and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

6. **New, Used or Altered Products.** All supplies, materials, and equipment supplied to the State must be new and in first-class condition unless the State or User Agencies requests a remanufactured or recycled/refurbished product or if the product is not available as new, such as in some replacement products provided for legacy equipment. If providing refurbished/recycled equipment, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided. In such cases, the Contractor may propose used, recycled or refurbished items. However, the User Agency has the right to accept or not accept the proposed used, recycled or refurbished items. If awarded a contract, the Contractor must clearly indicate to the User Agency that the items being supplied are recycled/refurbished on any quotes, warranties, contracts and invoices provided.

7. **Software and Specifications.** The Contractor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFX and the terms of the Statewide Contract.

8. **Software Licenses.** Contractor shall provide Software licenses ("Licenses") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. To the extent permitted and/or required by the Software publishers of any Software provided hereunder, Contractor hereby grants an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, modify, display, and perform copies of Software and accompanying documentation in accordance with the licensing capacity (if any) specified in the RFX and or applicable Purchase Instrument. User Agency may copy the Software as necessary to efficiently utilize the Software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

   (i) For backup, archive or emergency restart purposes;

   (ii) For disaster recovery and disaster recovery testing purposes;

   (iii) To migrate the Software for use on other computers and/or hardware; and

   (iv) To store the Software at any off-premise location which the User Agencies use for storage purposes.

   If the Contractor is acting as a reseller of the Software, the Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall coordinate with any negotiations of such Licenses as may be conducted among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually until termination of the Statewide Contract. Within thirty (30) days of any termination or expiration of each individual License, the User Agency will destroy all copies of the Software in its possession or control.

9. **Software Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Create derivative works based on the Software;

   (ii) Reverse engineer, disassemble, or decompile the Software; or

   (iii) Remove any identification or notices contained on the Software.

   User Agencies will notify Contractor if the User Agencies become aware of any unauthorized third-party access to, or use of, the Software.

10. **Services and other Deliverables.** Contractor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor and any employees of Contractor will perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.

11. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy, the RFX, and the Response as accepted by the Agency. The Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

   (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

   (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

   (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. Notice of Default. If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. Termination Upon Notice. Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. Termination Due to Change in Law. The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. Payment Limitation in Event of Termination. In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

(i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

(i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

(iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;

   (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;

   (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

   (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

   (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

   (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

   (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

   In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

   (i) Procure for the State the right to continue using the software;

   (ii) Replace or modify the same so that it becomes non-infringing; or

   (iii) Remove the same and cancel any future charges pertaining thereto.

   Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

   (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

   (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

   (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or

   (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

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I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Product Warranty.** Contractors must guarantee the equipment offered is new equipment with a warranty valid in the United States of America and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practices. Equipment furnished under the terms of this contract shall be guaranteed against faulty material and workmanship. The warranty shall include all parts, labor, travel and incidental expenses for the duration of the warranty. The warranty that is offered must carry the standard original equipment manufacturers (OEM) warranty or must be at least 1 year in length, whichever is greater.

   Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation or after acceptance shall either be replaced by the Contractor or repaired under warranty (at no charge to the User Agency). If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made

4. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

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5. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

6. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

7. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

8. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

9. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

10. **Nonconforming Software.** All Software delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. In the event that any of the Software is found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and the User Agencies and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation.

    User Agencies shall have the option of returning or replacing the defective Software at Contractor's expense. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense provided the State determines the performance of such repairs and modifications is in the State's best interest.

Payment for the Software shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

11. **Originality and Title to Provided Software and Services.** Contractor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Statewide Contract. Contractor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

    The Contractor represents and warrants that the concepts, materials, Software and Services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

12. **Title to Property.** The Contractor represents and warrants that title to any Software assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all Software shall be delivered free of any security interest or other lien or encumbrance.

    The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

13. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Goods, Software and Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

14. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform the Services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions

of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Statewide Contract.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

   (iv) The Statement of Work

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

   (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

   (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

   (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

   Contractor may be suspended, terminated, or debarred if it is determined that:

   (i) Contractor has made false certification here in above; or

   (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at https://gta.georgia.gov/psg/ or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant User Agency's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such User Agency. For any individual User Agency location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all User Agency information with which such employees and agents come into contact while at the User Agency site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately notify Agency and applicable User Agency of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or User Agency to Contractor. Contractor shall provide Agency and applicable User Agency the opportunity to participate in the investigation of the breach.

6. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the

mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

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22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia, another state, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State, another state, or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by

Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the

State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

37. **Protection of Property.** The Contractor shall assume all costs, risks and liability for any construction related to building or structural modification needed for equipment installation and implementation at no additional cost to the State. The Contractor shall remove, discard, and properly dispose of any unused or otherwise non-operational equipment, materials, supplies and shipping packages, boxes/crates, wooden pallets, other refuse, etc., from the User Agency's premises immediately, at the Contractor's expense and at no additional cost to the User Agency.

38. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

(ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

(a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

M. USE OF THIRD PARTIES

1. **Subcontractor Disclosure.** The Contractor shall disclose all Subcontractors to Agency. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations. The Contractor shall notify the Agency of any changes to its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities. The Contractor must disclose all Subcontractors in all Statement of Works (SOW) and/or Orders with User Agencies and must receive User Agency approval for any Subcontractor changes.

2. **Background Checks.** The Contractor shall perform background checks on staff including subcontractors. The Contractor shall not use staff that has criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's Information among the Contractor's employees and agents.

3. **Right to Remove individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency

any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such Individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.

4. **Rights and Obligations.** No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. Contractor is responsible for ensuring any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the Original Equipment Manufacturer (OEM) specifications. Third-party personnel must be recognizable by uniform and ID upon providing service for User Agencies.

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CONTRACT AMENDMENT #2
RENEWAL # 2
REMAINING RENEWALS # 3

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	SOUTHERN COMPUTER WAREHOUSE INC
Contract No.:	99999-SPD0000172-014
Solicitation No./Event ID:	99999-SPD0000172
Solicitation Title/Event Name:	Integrated Security and Surveillance Products and Services
Contract Award Date:	5/1/2021
Current Contract Term:	5/1/2023 through 4/30/2024

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	5/1/2024
End Date of New Contract Term:	4/30/2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

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2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Southern Computer Warehouse
Authorized Signature:	Valerie State
Printed Name and Title of Person Signing:	Valerie State - COO
Date:	1/8/2024
Company Address:	1395 S Marietta Pkwy 300-106 Marietta GA 30067

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	2/15/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010