



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JANUARY 13, 2020, 8:30 AM
REGULAR SESSION, TUESDAY, JANUARY 14, 2020, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. December 9, 2019, Work Session & December 10, 2019, Regular Session

Recommended Action: Approve

Documents:

5. Appointments

- a. Valdosta Lowndes County Conference Center and Tourism Authority

Recommended Action: Board's pleasure

Documents:

- b. Lowndes County Board of Health

Recommended Action: Board's pleasure

Documents:

6. For Consideration

- a. Special Assessment Rate for 2020

Recommended Action: Approve

Documents:

- b. Pine Straw Harvesting Agreement

Recommended Action: Approve

Documents:

- c. Request to Purchase New Firefighter Turnout Gear

Recommended Action: Board's pleasure

Documents:

- d. Standard Utility / Contract Item Agreement for Exit 2 Utility Relocation

Recommended Action: Approve

Documents:

- e. Lease Agreement with the State Properties Commission for the Division of Family & Children Services (DFACS)
Recommended Action: Approve
Documents:
- f. 2020 Stop Loss Insurance Coverage Through Symetra Life Ins. Company
Recommended Action: Board's pleasure
Documents:
- g. Set Qualifying Fees
Recommended Action: Board's pleasure
Documents:

7. Bid

- a. Bid for a 3,000 Gallon Tanker for the Fire Department
Recommended Action: Board's pleasure
Documents:
- b. Paving - Quail Hollow Acres Subdivision
Recommended Action: Accept
Documents:

8. Reports - County Manager

9. Citizens Wishing To Be Heard - Please State Your Name and Address

10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Valdosta Lowndes County Conference Center and Tourism
Authority

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: The term of Ms. Molly Deese on the Valdosta-Lowndes County Conference Center and Tourism Authority expired on December 31, 2019. Ms. Deese has expressed interest in being reappointed.

OPTIONS: 1. Appoint/reappoint a member
2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Board of Health

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/reappointing a member

HISTORY, FACTS AND ISSUES: The term of Dr. Frances Brown on the Lowndes County Board of Health expired December 31, 2019. Dr. Brown has expressed interest in being reappointed to the board.

OPTIONS: 1. Appoint/reappoint a member.

2. Board's pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Special Assessment Rate for 2020

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Special Assessment Rate for 2020

HISTORY, FACTS AND ISSUES: The Lowndes County Board of Commissioners is required to set the interest rate for Special Assessments at the beginning of each calendar year. This rate is for all paving and utility assessments that are not paid off within the initial 90-day phase. Unpaid assessments revert to installment agreements which are to be paid over a period of up to ten years. The rate is based on the current prime rate plus two (2) percent. The prime rate is the interest rate charged by banks when they lend money to other banks, or to their "prime" customers. Most American banks and credit unions use this index as the foundation for their loan products. The current prime rate is 4.75%; therefore, the rate for special assessments should be set at 6.75% for 2020. The rate was set for 7.50% for 2019.

OPTIONS: 1. Approval of the Special Assessment Rate at 6.75% for 2020
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Pine Straw Harvesting Agreement

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Pine Straw Harvesting Agreement

HISTORY, FACTS AND ISSUES: The Utilities department solicited bids to harvest pine straw from 192.5 acres of longleaf pine trees at the LAS. Two bids were received, one from Southern Pine Needles of NC, LLC for \$36,250.00 and one from South Georgia Farms, Inc. for \$26,800.00. Staff recommends awarding the contract to Southern Pine Needles of NC, LLC and authorize the Chairman to sign the agreement.

OPTIONS: Approve and Authorize the Chairman to Sign the Agreement
Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT FOR HARVESTING PINE STRAW

THIS AGREEMENT FOR HARVESTING PINE STRAW (the "Agreement") is made as of the _____ day of _____, 2019, by and between the **Board of Commissioners of Lowndes County, Georgia** ("County"), and **Southern Pine Needle of NC, LLC** ("Harvester"),

WITNESSETH:

WHEREAS, the County's real property located at or near its spray field area for its waste water processing center discharge contains numerous longleaf pine trees;

WHEREAS, the County's property with these longleaf pine trees contains excess undergrowth, low hanging tree branches, and excess buildup of debris, including ground laden pine straw, which inhibits the overall growth and health of these pine trees and increases the amount of fire fuels;

WHEREAS, the harvesting of ground laden pine straw and the related cleanup of undergrowth, low hanging tree branches, and debris to access the ground laden pine straw, significantly assists the health and growth of the County's pine trees through removal of those items;

WHEREAS, the County thus wishes to enter into this Agreement with Harvester for Harvester to harvest ground laden pine straw; and

NOW, THEREFORE, the County and Harvester wish to enter into this Agreement, whereby for and in consideration of the agreements, covenants, promises, warranties, undertakings and stipulations hereinafter contained, Ten Dollars in hand paid, and other valuable consideration

between the parties, and intending to be legally bound, the County and Harvester do hereby covenant, warrant and agree as follows:

1. PINE STRAW HARVESTING. The County agrees to permit Harvester, and Harvester accepts, the limited right, and in accordance with the terms, conditions and restriction of this Agreement, to harvest ground laden pine straw existing around the County's pine trees on certain property located at or near the County's sprayfield property 5398 Grassy Pond Road, Lake Park, Lowndes County, GA 31636 (the "Pine Straw Property"):

[Exhibit A]

Harvester shall conduct its pine straw harvesting activities and perform its other obligations under this Agreement in accordance with prudent and reasonable commercial pine straw harvesting practices and techniques and in conformity with all local, state, and federal laws, rules and regulations (OSHA Safety Regulations). Harvester may harvest such ground laden pine straw either by hand raking or using mechanical harvesting and baling equipment; provided, however, that Harvester's use of any such mechanical equipment shall strictly be carried out in a manner not to injure or damage any trees at the Pine Straw Property or its roadways, paths, fences, drainage ditches, or fire cuts. Harvester may use herbicides and mow cut areas around the longleaf pine trees if reasonably necessary to Harvester's pine straw harvesting operations, but only with the County's prior written consent as to such actions and approval of the mechanical equipment and herbicides to be utilized. Harvester shall utilize only a single raking (whether by hand or with mechanical harvesting equipment) of an area during each Pine Straw Harvesting Year, except in each case with the prior written consent of the County. Any cutting by Harvester of low hanging tree branches shall only be done as reasonably necessary for access by Harvester and its equipment at the bottom area of the pine trees and limited to branches with diameters of two (2) inches or

less. Harvester shall have ingress and egress to the Pine Straw Property but only via existing roadways and paths at the Pine Straw Property and in a manner that does not damage or interfere with such Pine Straw Property, roadways and paths (reasonable and ordinary wear and tear excepted) and trees (pines, hardwoods, and others) located at the Pine Straw Property. Harvester shall notify the County five (5) business days in advance of initiating from time to time pine straw harvesting operations at the Pine Straw Property and also notify the County when it is ceasing such pine straw harvesting operations for more than ten (10) days. Harvester shall paint with pruning sealer any trees that are damaged by Harvester's equipment or operations within five (5) days of such damage. Harvester shall not cause or permit any fires at the Pine Straw Property.

2. TERM. The term of this Agreement shall be for five (5) years, beginning on _____, 2019 and ending on _____, 2024. Each one year term of this Agreement shall be a "Pine Straw Harvesting Year." Within ninety (90) days prior to the end of such initial five (5) year term of this Agreement or of any then in effect additional term of this Agreement, the County and Harvester may mutually agree to annual, one-year additional terms of this Agreement.

3. PINE STRAW HARVESTING FEES. Harvester shall pay to the County the nonrefundable sum of \$_____ at the beginning of each Pine Straw Harvesting Year. Such payment amount shall increase three (3%) percent cumulatively for each successive Pine Straw Harvesting Year of this Agreement.

4. QUIET ENJOYMENT. As long as Harvester shall not be in default of this Agreement, Harvester may quietly and peacefully hold and enjoy the Pine Straw Property for the limited purposes of harvesting and removing ground laden pine straw as more fully set forth in this Agreement, subject and subordinate to (i) the County's Pine Straw Property ownership and

operations, as more fully set forth in Section 7, (ii) the restrictions and prohibitions regarding fishing, hunting, and firearms set forth in Section 16, (iii) any existing easements, liens and restrictions of record, and (iv) the terms, conditions and restrictions set forth in this Agreement.

5. TERMINATION. This Agreement shall terminate at the end of the initial term or of any renewal term (as set forth in Section 3). The County may terminate this Agreement for convenience upon sixty (60) days prior written notice to Harvester. Prior to any termination of this Agreement, Harvester at its expense shall promptly remove from the Pine Straw Property (i) all pine straw that it has baled, raked or otherwise gathered into piles for baling or other collection, and all branches, limbs and other debris that it has generated or caused from its pine straw harvesting and other activities on the Pine Straw Property, and (ii) all of its equipment, supplies and other property (trash, string, plastics sheets, wire, chemical and other containers, etc.). For the avoidance of doubt, Harvester acknowledges, covenants and warrants that upon the termination of this Agreement title and ownership to any pine straw (whether harvested or not) remaining at the Pine Straw Property shall automatically revert and transfer to the County without any further action or consideration.

6. BREACH OF CONTRACT. If Harvester fails to pay in full when due any sum of money which may be due hereunder, or to comply with any of the terms, conditions, agreements, or restrictions herein contained, the County shall have the right to terminate this Agreement. However, in addition to all its other rights and remedies in this Agreement and under law, if the County, in the event of any nonpayment or other default or breach hereunder by Harvester should deem it proper to bring a dispossessory warrant or other legal proceedings for securing possession of the Pine Straw Property, Harvester hereby expressly designates and appoints its registered agent or any adult director, officer or manager of Harvester as agent and attorney in fact to accept and

receive service of any notice, warrant or other proceedings brought by the County to secure possession of the Pine Straw Property. If any sums owing under this Agreement are collected through an attorney at law, Harvester agrees to pay fifteen percent (15%) thereof as attorney's fees. Moreover, the County shall have all rights and remedies described in O.C.G.A. § 44-7-50, regarding demand for possession of the Pine Straw Property and the County's right to go before the judge of any superior court, state court, magistrate court, or any other court with jurisdiction over the subject matter, or a justice of the peace, and make an affidavit for a dispossessory warrant.

7. PINE STRAW PROPERTY. Harvester acknowledges and agrees that the Pine Straw Property is part of the County's unique treated sewage effluent discharge operation at or near the Pine Straw Property and, notwithstanding anything contained in this Agreement to the contrary, Harvester's harvesting and removal of pine straw from and its other activities at the Pine Straw Property and its other rights hereunder are at all times subject to in no way interfering with the County's such sewage effluent discharge and other operations at the Pine Straw Property, which includes regular discharge of effluent on the Pine Straw Property (and possibly including on or near the pine trees and pine straw). Harvester agrees that the County shall have no responsibility or liability for any loss, claim, liability or expense arising from or relating to discharge of sewage effluent over and upon the Pine Straw Property, including past and present discharge on pine trees and pine straw, and Harvester covenants and warrants to indemnify and hold harmless the County from the same.

8. CHEMICAL INPUTS. Any use and application of fertilizers, herbicides, and other agricultural chemical inputs by or on behalf of Harvester shall at all times be done only with the County's prior written consent and shall be done strictly in accordance with the label contained on the product package and other safe and prudent practices; provided, however, that because the

County's effluent discharge at or near the Pine Straw Property is unique and is subject to Georgia Environmental Protection Division ("EPD") and other governmental rules, regulations and permits, the County may at any time and from time to time require that Harvester apply fertilizers, herbicides, and other agricultural chemical inputs at rates or methods more restrictive than listed on the product label, or otherwise restrict or eliminate the use thereof, as the County in its sole judgment may determine to allow the County to prudently operate its effluent discharge and in accordance with its EPD and other permits and applicable laws, rules, and regulations.

9. CUMULATIVE RIGHTS. Any rights, remedies, privileges or options herein given or reserved to the County are cumulative and not restrictive of any other rights or remedies allowed by law. Time is of the essence of each provision of this Agreement.

10. ACKNOWLEDGMENT AND HOLD-HARMLESS AGREEMENT. Harvester acknowledges and covenants that it has examined the Pine Straw Property at the time of signing this Agreement (including without limitation the amount of pine straw available, the quantity and condition of pine trees, and the condition of paths and roadways at the Pine Straw Property) and that the same is a satisfactory and suitable for Harvester's intended purposes under this Agreement. Harvester acknowledges that it accepts the Pine Straw Property "AS IS", with no representation or promise as to the condition of the Pine Straw Property (including the quality and character of its pine trees and pine straw). Harvester shall be responsible for all personal property of Harvester in or about the Pine Straw Property and the County shall not be responsible for any damage, theft or Act of God to same. Furthermore, Harvester agrees to be responsible for, release the County, and to indemnify and hold harmless the County from: (i) all injuries or damages to person or property of Harvester, Harvester's employees, agents, representatives, invitees, or anyone else, if such damage or injury is due to the act or omission of Harvester or anyone in its control or employ

or its agents, representatives, or invitees, or if such damage or injury is caused by reason of a defective condition upon the Pine Straw Property, and (ii) all claims, liability, loss, cost and expense (including attorney fees and other costs of defense and costs of settlement) arising from or relating to any violation or breach of this Agreement by Harvester and/or from the Harvester's pine straw harvesting and other activities and operations.

11. NON-ASSIGNMENT; CHANGES IN PINE STRAW PROPERTY. Harvester shall not assign this Agreement, or any part thereof, or use the same for any other purpose than as above stipulated unless such assignment or use for any other purpose shall first be agreed to in writing by the County. Harvester shall make no alterations or additions to the subject Pine Straw Property without the prior written consent of the County.

12. INSURANCE. Harvester shall pay, be responsible for, and at all times maintain commercial general liability insurance in an amount no less than \$2,000,000 and workers compensation insurance in required statutory amounts. Harvester shall cause the County to be named as an additional insured in such insurance coverage. Harvester shall provide the County with a Certificate of Insurance evidencing such insurance coverages upon the execution of this Agreement, at the beginning of each Pine Straw Harvesting Year, and upon the request of the County. Harvester shall pay and be responsible for its own insurance for Harvester's equipment and other properties and assets as may be located at the Pine Straw Property.

13. UTILITIES. Harvester shall not utilize or have access to electrical, water or other utilities (whether of the County or others) at the Pine Straw Property, nor shall Harvester construct or install (or cause others to do so) any utility equipment or service lines to or upon the Pine Straw Property.

14. DAMAGED TREES, FENCES, DRIVEWAYS, AND EQUIPMENT. Harvester shall use

reasonable efforts, especially with its mechanical harvester and bailing equipment, to not injure or damage any trees at the Pine Straw Property, and shall promptly repair any such injury or damage to the extent practical and where not practical shall promptly notify the County thereof, and remove such injured or damaged tree and reimburse the County the fair market value of such tree taking into account its value at maturity for harvesting. Harvester agrees to maintain and take proper care of any fences, roadways, driveways, pathways, irrigation and other equipment of the County, and any utility service lines and equipment if and to the extent any of the foregoing may exist at the Pine Straw Property. Harvester agrees to take proper care and use in a reasonable and prudent manner, and in a manner reasonably calculated to result in minimal change or damage to, any fences, roadways, driveways or pathways that Harvester may use in its ingress and egress to the Pine Straw Property, and Harvester agrees to promptly repair at its expense any damage resulting from use of or otherwise caused to such fences, roadways, driveways and pathways by Harvester and its employees, agents and representatives, reasonable and ordinary wear and tear excepted.

15. FISHING AND HUNTING PROHIBITED. This Agreement and the use and rights of the Harvester in and to the Pine Straw Property shall at all times be subject and subordinate to the restrictions and reservations contained in that certain Deed, dated May 14, 1945, between Sunset Lake Fishing and Hunting Club, as grantor, and P. R. Lilly, as grantee, and recorded in Deed Book 5-S, Page 425, Lowndes County real estate records. Harvester, its successors, assigns, employees, agents, and invitees shall not engage in any fishing or hunting nor use or possess any firearms at the Pine Straw Property, such activities being prohibited and excluded from the rights of the Harvester in and to the Pine Straw Property.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no representations, warranties, or promises shall be considered binding unless reduced

to writing, signed by the County and Harvester, and made a part of this Agreement.

17. DESIGNATION OF REPRESENTATIVE. The County hereby reserves the right to designate in writing an authorized representative to act in its place in compliance with all the terms and conditions of this Agreement and to take whatever action and to do whatever acts the County could do under the terms and conditions on this Agreement.

18. NO LEASE. This Agreement grants Harvester certain limited rights to harvest and remove ground laden pine straw from the County's Pine Straw Property. The Agreement is not a lease and does not transfer any ownership, tenant or other possessory rights of any real property on which the pine straw is to be harvested, collected, or stored.

19. NO THIRD-PARTY BENEFICIARIES; NO PARTNERSHIP, JOINT VENTURE, OR AGENCY. Nothing contained in this Agreement shall create a contractual relationship with, cause of action, or any other rights in favor of a third party against the County. There are no third party beneficiaries to this Agreement. Further, the County and Harvester are independent of one another and nothing in this Agreement shall be construed as creating any relationship of agent, partner, or joint venturer between the parties. Harvester shall be, and is, an independent entity and operation, and is not a part of or an employee or agent of the County, and Harvester is operating its business, activities and other operations and services in its own manner and methods (subject to the overall requirements of this Agreement), and at its sole cost, risk and expense. Harvester and its officers, directors, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise. Harvester hereby agrees to indemnify and hold harmless the County, and its Commissioners, employees, independent contractors, and agents, from and against any and all loss, cost, expense, claim, or liability (including attorney fees and other costs of defense and costs of settlement)

arising from or relating to Harvester, its occupancy and use of the subject Pine Straw Property, and Harvester's operations.

20. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Georgia.

21. HARVESTER'S EQUIPMENT. Harvester may from time to time at its sole risk store reasonable quantities of its supplies, equipment and tools, harvested crops and, with the County's prior consent, agricultural chemicals, but in each case only those directly relating to Harvester's pine straw harvesting operation conducted at the Pine Straw Property, at such location(s) at the Pine Straw Property authorized in advance by the County and which is located away from and does not otherwise interfere with the County's facilities, equipment, and daily operations at or near the Pine Straw Property.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as a sealed instrument through their duly authorized officers or representatives as of the date set forth above.

BOARD OF COMMISSIONERS OF
LOWNDES COUNTY

Signed, sealed and delivered
in the presence of:

BY: _____
Chairman

Witness

Attest: _____
County Clerk

Notary Public

My commission expires: _____

[SEAL]

(AFFIX SEAL)

Southern Pine needles of NC, LLC

Signed, sealed and delivered
in the presence of:

BY: A. Z. Peter
Title: Manager

Witness

Attest: Rob [Signature]
Title: Spec. Master Witness

Amanda M. Puckett
Notary Public Amanda M. Puckett

My commission expires: 5/5/2023

[SEAL]

(AFFIX SEAL)

AMANDA M. PUCKETT
NOTARY PUBLIC
Randolph County, North Carolina

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Request to Purchase New Firefighter Turnout Gear

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$28,327.04

FUNDING SOURCE:

Annual \$28,327.04

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Request to purchase 14 sets of new firefighting turnout gear

HISTORY, FACTS AND ISSUES: Lowndes County Fire Rescue solicited pricing from vendors through a competitively bid, national purchasing cooperative. Vendors were provided with minimum specifications for firefighting turnout gear to be worn by Lowndes County Fire Rescue personnel when responding to any call involving, or potentially involving, active fire.

Each vendor provided pricing on 14 new sets of gear which will replace gear currently being used by personnel that, during a recent routine inspection, was found to be either within 1 year of the end of its 10 year use period and/or in need of repair to the extent that replacement was deemed the more cost effective option.

OPTIONS: 1. Authorize staff to purchase 14 sets of turnout gear from Ten-8 Fire Equipment in the amount of \$28,327.04.
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Lowndes County Fire Rescue

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Standard Utility / Contract Item Agreement for Exit 2 Utility
Relocation

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$ 0

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Standard Utility / Contract Item Agreement for Exit 2 Utility Relocation

HISTORY, FACTS AND ISSUES: This Standard Utility / Contract Item Agreement between Lowndes County and GDOT provides for the relocation of county utilities on the I-75 exit 2 realignment project. The estimate for this work is \$256,621.00 of which GDOT will bear 100% of the cost and Lowndes County will bear 0%. Staff recommends approval and authorize the Chairman to sign the agreement.

OPTIONS: 1. Approve and Authorize the Chairman to Sign the Agreement.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and LOWNDES COUNTY, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to improve the interchange on CR 274/Lake Park-Bellville Road in Lowndes County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$256,621.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$256,621.00 or 100% and the LOCAL AGENCY shall bear \$0.00 or 0%.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

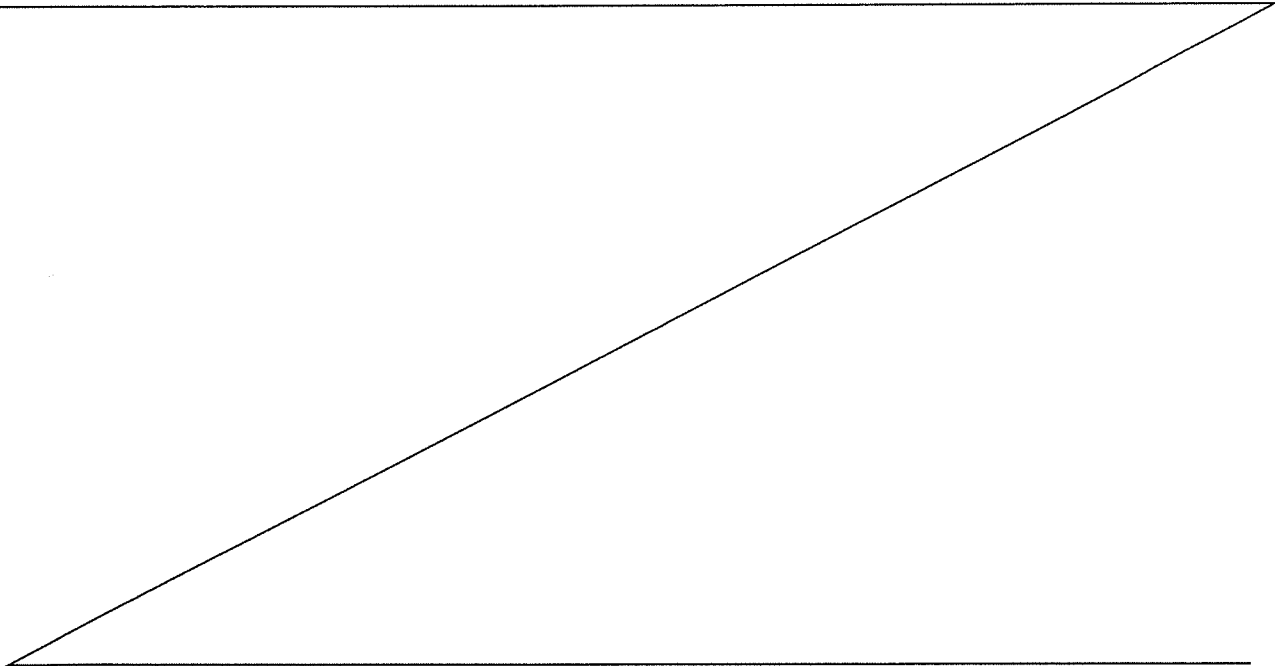
9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, COMPANY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

LOWNDES COUNTY

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
CHAIRMAN

SWORN TO AND SUBSCRIBED
BEFORE ME THIS __ DAY
OF _____, 20_____.

Notary Public
My commission expires:

Signed on behalf of Lowndes County pursuant to resolution
dated _____.

FEIN _____

BY: _____
COUNTY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: CSNHS-0007-00(386)
COUNTY: Lowndes
G.D.O.T. P.I. NO.: 0007386
DATE: December 5, 2019 DW

Signed, sealed and delivered this _____
day of _____, 20_____.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of LOWNDES COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project CSNHS-0007-00(386), LOWNDES, P.I. No. 0007386 to improve the interchange on CR 274/Lake Park-Bellville Road in Lowndes County and that Bill Slaughter as Chairman of the Board and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of LOWNDES COUNTY.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I _____, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of LOWNDES COUNTY. WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
COMMISSION CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lease Agreement with the State Properties Commission for the
Division of Family & Children Services (DFACS)

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$407,304.96

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lease Agreement with the State Properties Commission for the Division of
Family & Children Services (DFACS)

HISTORY, FACTS AND ISSUES: This is a proposed lease agreement with the State Properties Commission for DFACS for approximately 26,500 rentable square feet of office space located at the Human Resources Building, 206 South Patterson Street, Valdosta, GA 31601. The lease agreement will begin July 1, 2019, and expire on June 30, 2020. The monthly rate will be \$33,942.08, with an annual rate of \$407,304.96. The proposed agreement also gives the tenant 3 additional 1 year renewal periods with a 0.5% increase in the rent for each renewal. The State Properties Commission Board met and approved the proposed lease agreement in December 2019.

- OPTIONS: 1. Approve the proposed lease agreement as presented and authorize the Chairman to sign the lease agreement.
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: County Manager

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as this "Agreement," is made and entered into this ___ day of _____, 20___, by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is PO Box 1349, Valdosta, Georgia 31603-1349, hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129 Atlanta, Georgia 30334, hereinafter referred to as "Tenant."

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
2. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
3. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
4. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
5. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.
6. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
7. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
8. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.
9. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage."

10. "Notice(s)" shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered, whenever any Notice, demand or request is required or permitted under this Agreement. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice must be given, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
11. "Occupying Agency" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
12. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
13. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
14. "Term" shall include not only the original term but also any renewal or extension of the original term.

ARTICLE II. PREMISES LEASED

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises consisting of approximately 26,500 rentable square feet of office space located at:

206 South Patterson Street
Valdosta, Georgia 31601-5668.

2. Drawing of Premises. The Premises are further shown and delineated on "EXHIBIT A," a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term.

This Agreement shall commence on the 1st day of July, 2019 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2020 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the "Term."

2. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should Landlord, for any reason whatever, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by giving Landlord Notice thereof. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses during the period between the Commencement Date and the time Landlord delivers possession of the Premises to Tenant.

3. Rental Rate. For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental of Thirty-Three Thousand Nine Hundred Forty-Two Dollars and Eight Cents (\$33,942.08)(hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term, being at the rate of Four Hundred Seven Thousand Three Hundred Four Dollars and Ninety-Six Cents (\$407,304.96) per annum. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed

Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term, on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or Termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

4. Renewal Option.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for three (3) additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

5. Renewal Rental Rate. Should Tenant renew this Agreement as provided above, the following rates shall apply:

- a. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$409,341.48 per year or \$34,111.79 per month.
- b. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$411,388.18 per year or \$34,282.35 per month.
- c. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$413,445.12 per year or \$34,453.76 per month.

ARTICLE IV: PERMITTED USE AND ABANDONMENT

1. Permitted Use of Premises. Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

3. Abandonment of Premises by Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted Occupying Agency, assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair or improvements.

ARTICLE V. LANDLORD COVENANTS

1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and

each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Mortgages and Subordination. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered a subordination, non-disturbance and attornment agreement (hereinafter "SNDA") in substantially similar form to the SNDA attached hereto as "EXHIBIT D" and incorporated by reference.

3. Environmental Covenants & Remediation.

a. Landlord warrants, to Landlord's best knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.

b. If removal, encapsulation or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

4. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to

Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").

d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

5. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

6. Additional Landlord Covenants, Representations and Warranties. Landlord represents warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that:

a. there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

c. to Landlord's best knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

d. the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;

g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

ARTICLE VI. UTILITIES AND JANITORIAL SERVICES

1. Utilities.

a. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on such representation, warranty and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in

capacities sufficient to serve and operate Tenant's business from the Premises.

b. With the sole exception of telephone, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, sewer electricity, gas, and or any other utility unless directly or indirectly caused by an act of Landlord. In the event of interruption in electricity, gas, water, sewer, or any other utility, Landlord will proceed with all due diligence to restore same. Tenant may make payment directly to a utility provider if Landlord has failed to properly make a payment that is the obligation of Landlord pursuant to this paragraph. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

2. "Janitorial Services."

a. shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

b. Landlord shall furnish and pay for all Janitorial Services for the Premises and Common Areas. Tenant agrees to promptly report to the Landlord any janitorial condition that should be addressed by the Landlord.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

1. Casualty Affecting the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.

a. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business.

c. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not

terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such restoration shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, interior portions of the Premises, other building systems and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

b. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well lit and change light bulbs in the Common Area as necessary; (ii) perform the janitorial services for the Common Area; (iii) and maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements necessitated by the willful misconduct of Tenant. Landlord shall remove all ashes, garbage, trash, excelsior, straw and all other refuse from the Common Areas of the Building, inside and out.

c. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair or replacement.

3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days or fails to diligently pursue such maintenance, repair or replacement, Tenant may give Landlord Notice of Tenant's intention to undertake such maintenance, repair or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises made to the Premises by the Tenant, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. Landlord's Employees and Contractors. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant's full enjoyment of the Premises.

6. Tenant Improvement Allowance. INTENTIONALLY OMITTED.

7. Tenant Trade Fixtures and Alterations. INTENTIONALLY OMITTED.

8. Removal of Fixtures, etc. by Tenant. At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

9. Parking. Tenant's parking allocation shall not be less than 5 spaces per 1,000 RSF. All parking spaces shall be free of charge throughout the Term and any renewal Term(s).

10. Riders. A Rider, identified as "EXHIBIT F," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control

ARTICLE VIII. INSURANCE

1. Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. Tenant's Insurance. Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from

Premises.

2. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

3. Surrender of the Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord excepted.

4. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out above and under the same Provisions in force at the expiration or termination of this Agreement.

ARTICLE X. TENANT ASSIGNMENT

1. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet or assignment of the Premises, or any portion thereof to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior Notice thereof.

2. Additional Items Regarding Assignment or Subletting. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. Public Official/Public Employee Conflict of Interest. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.

2. No Tenant Obligation regarding Financing. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the Tenant. Under no circumstances should there be any expectation of Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no legal or moral obligation with respect to any losses suffered by such party. The express intent of this paragraph is to put Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State of Georgia nor any of its departments or agencies shall have any legal or moral obligation with respect to any financing for the Premises.

3. State Fire Marshal's Office Approval of Floor Plans. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as EXHIBIT A are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by

the State Fire Marshal's Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshal's Office to aid Landlord in this approval process.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.
4. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
5. Change in the Ownership of the Premises. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises, as well as a certified copy of the novation and assignment.
6. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.
7. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.
8. Jurisdiction and Venue. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
9. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.
10. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
11. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with

respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:
**LOWDES COUNTY BOARD OF
COMMISSIONERS**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

TENANT:
STATE PROPERTIES COMMISSION

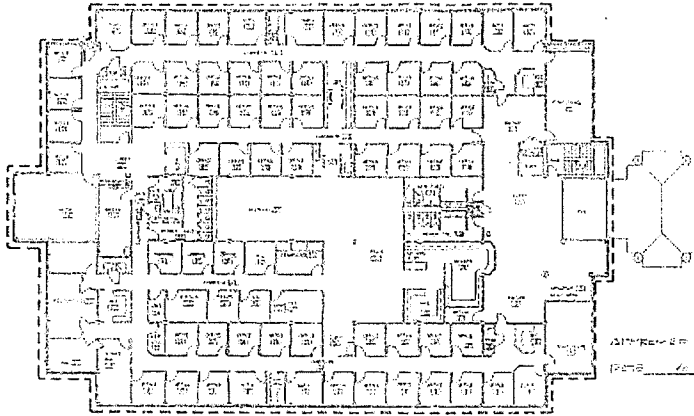
Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

EXHIBIT A

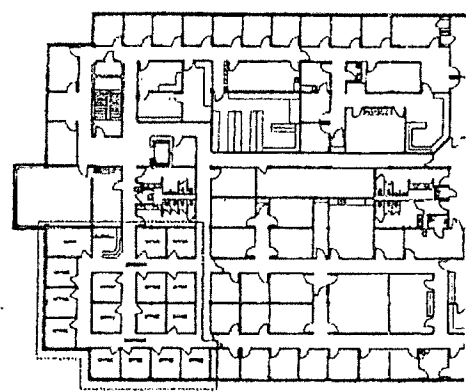


APPROVED BY *Magnus & Co.*
DATE 10/24/98

SECOND FLOOR

| | |
|--|-------|
| SPACE 2 ND FLOOR | 20200 |
| SPACE 3 RD FLOOR | 2480 |
| COMMON AREA 2 ND FLOOR CORN | 583 |
| COMMON AREA 3 RD FLOOR | 433 |
| TOTAL SQ. FT. | 23896 |

05/20/01



SPACE 3RD FLOOR 1,890 S.F.
COMMON AREA 3RD FLOOR 433 S.F.
TOTAL 2,323 S.F.

THIRD FLOOR

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

[Subordination, Non-disturbance and Attornment Agreement Form]

Lease # _____

ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 (\$10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Status of Lease. Landlord and Tenant hereby represent to Mortgagee as follows:

(a) that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

(b) Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

(c) there are no breaches or defaults existing under the Lease.

2. Subordination. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations and increases in amount thereof.

3. Non-Disturbance of Lease. So long as the Lease, including any renewals, extensions, substitutions or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

(b) Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. Attornment of Tenant. In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and deliver any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including

any renewals, extensions, substitutions or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) in any way responsible for any deposit or security which was not delivered to such successor-landlord.

5. Notice of Default to Mortgagee. Tenant hereby agrees to give prompt written notice to Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

6. Notices, Demands and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof, with a copy to Georgia State Properties Commission, 1 Martin Luther King Jr. Drive, Atlanta, Georgia, 30334. The sender of said notice shall request the United States Postal Service to show to whom, date and address of delivery of said notice. All notices, demands and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. No Oral Change. This Agreement may not be discharged or notified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.

8. Binding Effect. The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

WITNESS

TENANT

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

WITNESS

MORTGAGEE

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

WITNESS

LANDLORD

Notary Public
My Commission Expires:

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

By: _____

Title: _____

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

RIDER

This Rider shall be a part of the foregoing Lease Agreement (the "Agreement") by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS** as "Landlord," and the **STATE PROPERTIES COMMISSION** as "Tenant." In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement's Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from July 1, 2016 through the Commencement Date of this Agreement (the "At-Will Period"):

1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
 - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
 - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2020 Stop Loss Insurance Coverage Through Symetra Life Ins.
Company

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$906,684.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approve Stop Loss Insurance Coverage Through Symetra Life Insurance Company

HISTORY, FACTS AND ISSUES: The Lowndes County Health Benefit Plan is a self-funded program that is administered through Allied Benefits (Third Party Administrator) using the Blue Cross Blue Shield of Georgia provider network. Stop loss insurance is a form of excess risk coverage that provides protection for Lowndes County against annual high claims on any one individual.

EPIC represents Lowndes County as our Health Insurance Broker. Each year EPIC markets the County's stop-loss insurance coverage in an effort to obtain the best available rates and terms for the employee health benefit plan. Marketing results indicate that Symetra is currently offering Lowndes County the lowest available rates and best terms for the upcoming 2020 plan year. The coverage option recommended for 2020 provides improved protection for the County at a lower premium rate than 2019.

- OPTIONS: 1. Approve 2020 Stop Loss Insurance Coverage Through Symetra Life Ins. Company (Option 2) and Authorize The Chairman To Sign Contract Documents.
2. Boards Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PROPOSAL FOR GROUP EXCESS LOSS INSURANCE

Proposal For

Lowndes County Board of Commissioners

Coverage Period

January 1, 2020 through December 31, 2020

Quote Expiration Date

January 26, 2020

Administrator

Prepared by

Symetra Life Insurance Company
Paul Cantrell
3740 Davinci Court, Suite 350
Norcross GA, 30092

Date Prepared

December 26, 2019

Lowndes County Board of Commissioners

INDIVIDUAL EXCESS LOSS COVERAGE

| Coverages | Option 1 | | Option 2 | |
|--|-------------------|------------|-------------|-----------|
| | Medical, Rx | | Medical, Rx | |
| Contract Type | | 24/12 | | 24/12 |
| Annual Specific Deductible per Individual | \$ | 125,000 | \$ | 125,000 |
| Aggregating Specific Additional Plan Liability | \$ | 50,000 | \$ | 0 |
| Maximum Lifetime Reimbursement | | Unlimited | | Unlimited |
| Maximum Policy Period Reimbursement | | Unlimited | | Unlimited |
| Reimbursement Percentage | | 100% | | 100% |
| Quoted Rate Per Month | <u>Enrollment</u> | | | |
| Single | 182 | \$ 78.51 | \$ | 83.25 |
| Family | 239 | \$ 229.31 | \$ | 243.16 |
| Composite | 421 | \$ 164.13 | \$ | 174.04 |
| Estimated Annual Premium | | \$ 829,127 | \$ | 879,201 |
| Quoted Rate(s) includes Commissions of | | 10.00% | | 10.00% |

AGGREGATE EXCESS LOSS COVERAGE

| Coverages | Option 1 | | Option 2 | |
|---------------------------------------|-------------------|-------------|-------------|-----------|
| | Medical, Rx | | Medical, Rx | |
| Contract Type | | 24/12 | | 24/12 |
| Aggregate Corridor | | 125% | | 125% |
| Loss Limit per Individual | \$ | 125,000 | \$ | 125,000 |
| Maximum Annual Reimbursement | \$ | 1,000,000 | \$ | 1,000,000 |
| Reimbursement Percentage | | 100.0% | | 100.0% |
| Estimated Annual Aggregate Deductible | \$ | 6,056,388 | \$ | 6,056,388 |
| Minimum Aggregate Deductible | \$ | 6,056,388 | \$ | 6,056,388 |
| Run-in Limited To | \$ | 1,029,600 | \$ | 1,029,600 |
| Medical, Rx | | | | |
| Single | 182 | \$ 666.23 | \$ | 666.23 |
| Family | 239 | \$ 1,604.37 | \$ | 1,604.37 |
| Composite | 421 | \$ 1,198.81 | \$ | 1,198.81 |
| Rate Per Month | <u>Enrollment</u> | | | |
| Composite | 421 | \$ 5.44 | \$ | 5.44 |
| Estimated Annual Premium | | \$ 27,483 | \$ | 27,483 |
| Rate(s) includes Commissions of | | 10.00% | | 10.00% |

OVERALL COST SUMMARY

| | Option 1 | | Option 2 | |
|--------------------------|----------|-----------|----------|-----------|
| Total Annual Fixed Costs | \$ | 856,610 | \$ | 906,684 |
| Variable Costs | \$ | 6,056,388 | \$ | 6,056,388 |
| Maximum Annual Liability | \$ | 6,912,998 | \$ | 6,963,072 |

Lowndes County Board of Commissioners

QUALIFICATIONS AND CONTINGENCIES

The terms of this offer are tentative and may change based on the receipt and review of the following information by Symetra. Except as provided below, all requested information must be received no later than 15 days prior to the proposed effective date of coverage; otherwise, we reserve the right to withdraw the proposed terms and return any premiums remitted.

Plan sponsor's Plan Document or Plan Document Amendment is due no later than 90 days after the proposed effective/renewal date of Excess Loss Insurance coverage. Symetra may withhold Policy reimbursement prior to the receipt and acceptance of the final signed Plan Document/ Plan Document Amendment, which Symetra will expect to clearly express the benefits promised, obligations under federal law, and generally recognized provisions concerning discretionary authority of the plan sponsor with respect to benefit claims and exclusions of experimental/investigational treatment, non-medically necessary treatment, and off-label drug use (to the extent permitted by law).

Any secondary documents (i.e. "stop loss agreements", "procurement documents", "service contracts", etc.) must be disclosed to and approved by Symetra prior to Employer's acceptance of our RFP response. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that each of the producer and any other person and entity acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

Firm Quote:

Quote assumes both transplant claimants James Bates & Jerry Wilcox (liver and lung) are to be paid before the start of the new policy year (1.1.2020).

Binding offers are valid for 30 days otherwise subject to updated information which may or may not change what was previously quoted.

Completed Symetra Disclosure Statement is required and includes: diagnosis, treatment received, current status, expected treatment and amount paid during the experience period as of the effective date of coverage. Large claimant data used for disclosure cannot be more than 30 days old.

Disclosure pertains to:

- Any claimant with a serious medical condition
- Any claimant in the open year that has exceeded, or regardless of the amount currently paid is expected to exceed the lesser of \$30,000 or 50% of the specific deductible
- Employees absent from work due to disability and any dependents, retirees or COBRA beneficiaries who are hospital confined

Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is on an organ transplant list.

The offer of an individual contract with a run-in period greater than 3 months, assuming no change in administrators, is qualified for the following claims reports:

- Pended claims
- Denied claims
- The last 90 days of precertifications

Any unfunded of pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the excess loss policy.

For inclusion of RX coverage under the specific and/or aggregate when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports. Otherwise, RX will not be a covered expense under the excess loss policy.

The loss limit shown in the aggregate excess loss section of the proposal applies to all coverage listed within that section regardless of what is in the individual excess loss section.

Only claims up to the individual case level deductible will accumulate toward the aggregate attachment point

Terms are subject to change if final enrollment varies by more than 10% from the proposal assumptions. A current census not older than 60 days prior to the effective date will be needed for final review.

Retirees are excluded from coverage under the Stop Loss Policy.

Eligibility is assumed to be all full time employees working 30 hours or more per week at their normal place of business.

COBRA participation is limited to no more than 10% of the enrolled group.

Network fees are ineligible expenses.

Symetra reserves the right to revise this proposal if the incumbent administrator's claims backlog exceeds two weeks.

In the event of early terminations (mid-policy period), Symetra will not provide coverage for run out claims.

The producer must be properly licensed and appointed.

No producer has the authority to bind or modify the terms of this offer without the approval of Symetra.

The administrator must be approved by Symetra.

This quote is subject to Symetra's stop loss policy provisions, limitations and exclusions.

This quote/renewal excludes state assessment fees and is based on the group (through its TPA) collecting any such fee assessed with respect to the group's self-insured benefit plan and remitting such fee to the state on the group's behalf. The group may be required to notify their TPA of any covered residents that would fall under an assessment program. Symetra's quote excludes coverage of such fees. In the event Symetra is required to be involved in the administration or collection of an assessment fee on the group's behalf, the assessment fee will be charged to and collected from the group by administrative agreement separate and apart from the Excess Loss Insurance Policy.

This proposal is based upon the following network(s): Blues ASO

Plan must have utilization review and case management.

There will be no new lasers at renewal.

Quote or renewal offer covers only active full time employees and dependents. Tribal members must be employees or dependent of the employees.

**Plan Sponsor's Plan Document
Submission Requirements, Required Provisions & Minimum Standards
For New Business**

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Excess Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Excess Loss Insurance coverage. The Excess Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

Symetra may withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's revised Plan Document or amendment.

No Policy will be issued until the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Contains basic contract elements for completeness and clarity (e.g., definitions, governing law).
2. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
3. Addresses the Plan's obligations under federal law, including
 - a. ERISA required provisions,
 - b. **PPACA required provisions;** or
 - c. **a statement of grandfathered status.**

Symetra will have no liability for reinsuring Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

4. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by PPACA),
 - b. Non-medically necessary treatment, and
 - c. Off-label drug use.

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Policy issued.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Set Qualifying Fees

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Setting qualifying fees

HISTORY, FACTS AND ISSUES: State statute requires the governing authority of any county or municipality, to fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.

| County Office | Qualifying Fee |
|----------------------|-----------------------|
| Commission Chairman | \$600.00 |
| County Commissioner | \$450.00 |
| Sheriff | \$2,424.58 |
| Clerk of Court | \$2,173.02 |
| Coroner | \$1,946.82 |
| Solicitor | \$3,674.19 |
| State Court Judge | \$3,863.70 |
| Chief Magistrate | \$2,173.02 |
| Probate Judge | \$2,173.02 |
| Tax Commissioner | \$2,173.02 |

- OPTIONS: 1. Set and publish qualifying fees as required by law and approve the resolution.
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Joseph Pritchard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS
SETTING THE QUALIFYING FEES FOR ELECTED COUNTY OFFICES FOR 2020**

WHEREAS, the Board of Commissioners is the governing authority for Lowndes County, Georgia; and

WHEREAS, the Board of Commissioners is required by O.C.G.A. 21-2-131, to set and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held; and

WHEREAS, the qualifying fee is required to be 3% of the base salary (excluding supplements, cost of living adjustment and longevity increases) for the offices shown below except for Coroner and State Court Judge;

NOW THEREFORE BE IT RESOLVED, the Lowndes County Board of Commissioners hereby approves the qualifying fees for elected offices for 2020 as follows:

| County Office | Qualifying Fee |
|------------------------|----------------|
| County Commissioner | \$450.00 |
| Commission Chairman | \$600.00 |
| Sheriff | \$2,424.58 |
| Clerk of Court | \$2,173.02 |
| Coroner | \$1,946.82 |
| Solicitor | \$3,674.19 |
| State Court Judge | \$3,863.70 |
| Magistrate Court Judge | \$2,173.02 |
| Probate Court Judge | \$2,173.02 |
| Tax Commissioner | \$2,173.02 |

BE IT FURTHER RESOLVED, these qualifying fees shall be published in the legal organ of the county as required by law.

This 14th Day of January, 2020.

Lowndes County Board of Commissioners

Bill Slaughter, Chairman

ATTEST:

K. Paige Dukes, County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for a 3,000 Gallon Tanker for the Fire Department

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$399,414.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for a 3,000 Gallon Tanker for the Fire Department

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids on a new model year, commercial cab, 3,000 gallon tanker for the Fire Department. This tanker will replace a tanker that was taken out of service in 2016. Lowndes County received two responsible, responsive bids for the new tanker. The low bidder also offered a discount for payment upon order. Lowndes County currently has five (5) other Rosenbauer apparatus in service and has not experienced any major issues with any of those vehicles.

Innovative Fire Group - Ocala, FL - Rosenbauer - \$399,414.00

Innovative Fire Group - Ocala, FL - Rosenbauer - \$388,355.00 (discounted)

Ten-8 Fire Equipment - Bradenton, FL - Pierce - \$432,142.00

- OPTIONS:
1. Award bid to Innovative Fire Rescue Group in the amount of \$399,414.00 payable at time of delivery
 2. Award bid to Innovative Fire Rescue Group in the amount of \$388,355.00 payable at the time of order
 3. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Paving - Quail Hollow Acres Subdivision

Work Session/Regular Session

DATE OF MEETING: January 14, 2020

BUDGET IMPACT: \$ 985,483.31

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Paving - Quail Hollow Acres Subdivision

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for paving Quail Hollow Acres Subdivision. Quail Hollow Acres Subdivision is located off New Statenville Hwy and includes Grouse Road, Setter Drive, Bob White Drive, Pointer Drive, Covey Trail and .24 miles of Vann Road. The project will consist of clearing, grading, drainage, base, and asphalt paving. Vendors present for the December 3, 2019 Pre-bid meeting were Reames and Son Construction, Rountree Construction, Southland Contractors and The Scruggs Company. Lowndes County received two bids on December 18, 2019.

Bids that meet specifications are as follows:

Reames and Son Construction Valdosta, Georgia \$1,017,125.90

The Scruggs Company Valdosta, Georgia \$ 985,483.31

- OPTIONS: 1. Accept bid proposal and authorize execution of contract documents to The Scruggs Company or direct otherwise.
2. Board's Pleasure.

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

NC-TIA 2019-03: Quail Hollow Acres

Bid Opening

December 18, 2019

Tabulations

| Bidder | Bid Bond | Bid Amount |
|-----------------------------|----------|--------------|
| Reames and Son Construction | ✓ | 1,017,125.90 |
| Roundtree | X | X |
| Southland Contractors | X | X |
| The Scruggs Company | ✓ | 985,483.31 |