

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **DEKALB COUNTY**, a political subdivision of the state of Georgia, (the "County") and **PARK PRIDE, INC.**, a Georgia nonprofit organization ("Park Pride") (collectively the "Parties" or singularly "Party").

**WITNESSETH:**

**WHEREAS**, the County operates an extensive park system and wants to encourage and support the involvement of communities surrounding the parks to develop, enhance, and beautify the parks; and

**WHEREAS**, Park Pride is a Georgia nonprofit organization and has experience providing valuable support to the park system of DeKalb County by receiving private support and funding for parks improvements and funding for its parks programs, operations and improvement.

**WHEREAS**, based on the ability and experience of Park Pride, the County seeks to enter into an agreement to provide volunteer support services, fund raising services, a Friends of the Park Friends of the Park program and coordination of various park programs for the benefit of the County's park system,

**WHEREAS**, the Governing Authority of DeKalb County finds that Park Pride is deemed a "sole source," as that term is used in the laws relating to bidding on public contracts, in that Park Pride is a unique institution in the metro Atlanta area which has devoted itself to the means and methods of obtaining and focusing volunteer support for the area's park systems, and whereas, to the knowledge of the Board of Commissioners there is no other available contracting party in the area which can provide the kind and level of volunteer coordination services which Park Pride provides:

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, it is agreed between the County and Park Pride as follows:

**1. GENERAL PROVISIONS**

The following is a list of general provisions to which both Parties will abide throughout the term of this Agreement, including any renewals:

- A. The DeKalb County Department of Recreation Parks and Cultural Affairs ("RPCA") shall maintain a current list of all County-owned parks ("Parks") and shall provide Park Pride with the list, including any updates thereto.
- B. RPCA shall also provide a current list of all approved Master Plans to Park Pride.

- C. The County, shall maintain its authority to make all final decisions regarding its Parks, including programming therein, but shall exercise this authority in the spirit of good faith cooperation with Park Pride. RPCA shall advise Park Pride regarding the County's needs and plans for its Parks.
- D. RPCA shall retain its right to determine what work and activities may occur inside of its Parks, and Park Pride shall comply with such determinations.
- E. Any personnel employed by or volunteering on behalf of Park Pride shall be deemed "employees" or "volunteers" respectively of Park Pride and shall not be deemed employees or volunteers of the County. Park Pride shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their employees' work.
- F. The County and Park Pride shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the implementation of this Agreement.
- G. Park Pride shall not assign nor transfer any of the rights set forth in this Agreement without prior written approval from the County.
- H. Park Pride shall maintain records and accounts in connection with the performance of this Agreement that will accurately document all cash and in-kind donations received for Parks, and all expenditures thereof, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this Agreement unless otherwise specified by applicable law. The County or its designated representatives shall have the right to examine and copy the records at all reasonable times, with advance notification. The County reserves the right to audit Park Pride's records solely with respect to the administration and implementation of this agreement. Any such audit will be commenced within three years of the expiration of this Agreement.
- I. The County and Park Pride are not and shall not be deemed to be, for any purpose, joint-ventures with each other.
- J. Park Pride shall use its reasonable best efforts to notify the RPCA Director or her/his designee by telephone or electronic mail within three hours of learning of any event arising from or related to a DeKalb County Park that involves the media, or any event related to or arising from this Agreement that involves the police or fire departments, and/or emergency medical services.
- K. Friends of the Park groups will submit an annual registration to Park Pride for a designated location. If at any time, an individual volunteer or outside group of volunteers is interested in working at a designated park which already has a registered Friends of the Park group, Park Pride shall forward the contact information to RPCA.

- L. Any registered Friends of the Park group utilizing Park Pride as their fiscal sponsor for fundraising activities to benefit a DeKalb County park shall complete a “Fiscal Sponsorship Account Application” for approval by the County.

## 2. PARK PRIDE RESPONSIBILITIES

In addition to the responsibilities listed in other sections of this Agreement, Park Pride shall have the following responsibilities:

- A. To coordinate volunteer services countywide for park beautification and maintenance through, Friends of Parks, Corporate Volunteer and other similar programs.
- B. To raise private sector funds for Park-related purposes.
- C. To provide equipment and materials as available to volunteers, and to coordinate equipment loans through the Park Pride tool bank. Park Pride may charge a fee for such loans provided that the fee is clearly identified as a Park Pride fee, not a fee implemented by or associated with the County.
- D. To coordinate Park-related environmental initiatives, including those that are proposed by the private sector.
- E. To encourage and facilitate citizen interest in Parks advocacy, promotion and improvement, including without limitation through activities that raise public awareness about all Parks, and through Park-related membership programs.
- F. To obtain on a pro-bono basis, volunteers to provide professional service in areas that include but are not limited to landscaping, planting, horticultural services, landscape design, and Park management.
- G. To coordinate, manage, and/or implement Park programming in conjunction with RPCA.
- H. To act as a fiduciary agent on behalf of the County for Park-related programs, projects and initiatives involving financial transactions, but only upon written request by the RPCA Director, and only consistent with the written stipulations and guidelines established by her/him.
- I. To guide communities selected for Visioning through a well-documented series of public engagement and design meetings with graphics, photos, illustrations and site plans to support the process. In addition to two park visioning’s per year, Park Pride commits to do one design clinic in DeKalb per year and design consultations for community groups on an as needed basis
- J. For the avoidance of doubt, none of Park Pride's responsibilities hereunder shall limit or impair Park Pride's activities in projects outside of the County.

### 3. COUNTY RESPONSIBILITIES

In addition to the responsibilities listed in other sections of this Agreement, the County shall have the following responsibilities:

- A. The County shall pay Park Pride an amount not to exceed \$93,300 per year for the Park Pride services set forth in this Agreement. Nothing in this Agreement shall preclude the County and Park Pride from entering into other contracts for additional pay by the County, where the additional services provided by Park Pride are outside the scope of the services set forth in this Agreement.
- B. In addition to monetary compensation, the County shall also provide Park Pride with adequate office space within or near the RPCA administrative offices. The County reserves the right to change the location of the County-provided Office Space during the term of this Agreement.
- C. The County shall pay for Park Pride's utilities and local telephone service at the County-provided Office Space.
- D. Should Park Pride utilize office space other than the County-provided Office Space, the County shall not be obligated to pay for such office space, nor any other costs associated therewith, including without limitation Park Pride's utilities, telephone service, and parking expenses.
- E. The County also shall provide Park Pride the following items to support Park Pride's implementation of the Volunteer and Friends of the Park programs:
  1. Access to a sufficient quantity and type of tools to meet the needs of the Volunteer and Friends of the Park Programs
  2. County-approved signs acknowledging the adopter for each adopted park. Signs shall include the name of the adopter, as well as the RPCA logo, Park Pride logo, and the phone number of the Park Pride office within RPCA.

### 4. OFFICE SPACE OBLIGATIONS

- A. Park Pride shall utilize the County-provided Office Space for Park Pride work. It shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Park Pride shall comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the County-provided Office Space. It shall also comply with all rules, regulations or special stipulations for the use of the County-provided Office Space hereafter adopted by the County and made known to Park Pride, which shall have the same force and effect as the covenants of this

Agreement. Park Pride shall be responsible for making certain that its officers, employees, contractors, subcontractors, volunteers, guests, visitors and patrons observe all such rules and regulations.

- B. Park Pride, at its sole cost and expense, shall maintain and repair the County-provided Office Space in good, safe, sanitary, and presentable condition, except that where the cost of a specific act of maintenance and/or repair exceeds \$1,000, and where the County reasonably determines in writing that the need for said maintenance and/or repair does not arise from the conduct of Park Pride, its officers, employees, contractors, subcontractors, volunteers, guests, visitors and/or patrons, the County shall cause said maintenance and/or repair to be performed at no cost to Park Pride. The County's written determination shall be provided to Park Pride and shall set forth the facts supporting the determination. Park Pride shall be given an opportunity to meet with the County and provide evidence refuting the determination within ten business days of receiving the same, in which case the County shall consider Park Pride's evidence and shall issue a final written determination that sets forth the basis therefore. Park Pride shall notify the County within one week of discovery of any condition in the County-provided Office Space that may require County maintenance and/or repair. Park Pride shall notify the County within twenty- four (24) hours of any condition in the County-provided Office Space that Park Pride believes to be dangerous to health or safety, regardless of whether Park Pride intends to repair the condition itself.
- C. Park Pride shall not permit or allow the County-provided Office Space to be damaged or diminished in value by itself and/or any of its officers, employees, contractors, subcontractors, volunteers, guests, visitors and patrons, in any manner whatsoever.
- D. Park Pride will make no alterations in or additions to the County-provided Office Space without first obtaining the prior written consent of the County. The ownership of all erections, additions, fixtures and improvements to the County- provided Office Space, whether temporary or permanent in character (except only the movable office furniture and equipment of Park Pride) made in or upon the office space shall vest with the County upon completion of each erection, addition, fixture and/or improvement, and shall remain in the County-provided Office Space at the conclusion of the term of this Agreement, including any extensions, without compensation to Park Pride, unless otherwise agreed in writing by the RPCA Director.
- E. Park Pride shall not assign or transfer its rights regarding the County-provided Office Space, nor sublease said space.
- F. At the termination of this Agreement, Park Pride shall surrender the County-provided Office Space and keys thereto to the County in the same condition as at the commencement of the term of this Agreement, natural wear and tear excepted.

- G. Upon termination or expiration of this Agreement, including any renewal, Park Pride shall remove all of its property from the County-provided Office Space. If Park Pride does not remove all of its effects from the County-provided Office Space at such time, the County may, at its option, remove all or part of said effects in any manner that the County shall choose and store the same without liability to the County for loss thereof, and Park Pride shall be liable to the County for all expenses incurred in such removal and storage of said effects.
- H. The County shall not be responsible for damage to or loss of Park Pride's property or loss of use of its property through theft or otherwise.
- I. Park Pride shall not encumber its interest in the County-provided Office Space or in any improvements that it places thereon by mortgage, deed or trust, or other instrument without prior written consent of the County. With the exception of said encumbrances which have been consented to by the County, Park Pride shall keep the County-provided Office Space and all improvements thereon free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Park Pride, its officers, employees, volunteers, contractors and/or subcontractors.
- J. The County may enter the County-provided Office Space at reasonable hours to make any repairs or perform any maintenance required of the County under the terms of this Agreement, to inspect the County-provided Office Space to see that Park Pride is complying with all of its obligations hereunder, and for any other use or purpose which the County deems proper and reasonable, provided that the County provides Park Pride with reasonable notice of such entry at least forty-eight (48) hours in advance. The County may enter the County-provided Office Space at any time in the event of an emergency and shall give notice to Park Pride only if reasonably feasible under the circumstances. Entry for business-related or social-related purposes between the County and Park Pride shall not require advance notice.

## **5. GRANTS AND WORK DAYS PROJECTS**

- A. For any Capital Improvement Projects, CIP's, which are projects over \$25,000 or Community Building Grants, the Friend's Group will prepare a written plan along with site plans, photos and estimated costs to present by the application deadline identified by RCPA to RCPA their intended project. The presentation shall provide details of the project scope prior to submitting the Letter of Intent to Park Pride. The presentation shall occur no less than ninety (90) days from the Park Pride application deadline. No more than five (5) project proposals may be presented to RCPA during a contract year and a maximum of two (2) projects will be approved. Exceptions to the amount of projects approved and presented may be made by the RCPA's Department Director. Each project that is approved will receive an acceptance letter from RCPA and the County will enter into an agreement with Park Pride for each project. The approved project will be managed by County, which will pay all upfront costs for the entire project based on DeKalb County's procurement methods

and then seek reimbursements from Park Pride. If projects exceed the estimated approved amount, the project will not be supported by RPCA to apply for a Park Pride grant. The project shall comply with all applicable law, including state and local bidding laws. Capital Improvement Projects and Community Building Block grant presentations must be in keeping with any approved master plans, exceptions may be made only by County's director. All projects shall obtain any permits required by federal, state, or local law.

- B. Any projects less than \$25,000 or small change grants require a full description of the project, a site plan detailing the projects, a site walk through with county personnel and photos. All project requests must be submitted thirty (30) days prior to Park Pride's application deadline for review and approval by the department director. Once approved, any projects over \$5000 and/or projects that contain a county match which may be less than \$5000 will be managed by RPCA, which will pay all upfront costs for the entire project based on DeKalb County's procurement methods then seek reimbursements from Park Pride. Any projects less than \$5000 which do not have a county match may be managed by the registered Friends of the Park group. If projects exceed the estimated approved amount, the project will not receive a letter of support from RPCA to apply for a Park Pride grant. All projects shall comply with all applicable law, including state and local bidding laws. All projects shall obtain any permits required by federal, state, or local law.
- C. Any specific plan or contract between Park Pride and the County for the accomplishment of a project utilizing donated funds shall contain signed written statements by the donors to the effect that they agree that their donation does not entitle them or any group to preferential treatment or exclusive use of any project result.
- D. All workdays and special events must be approved by the County. A form must be completed describing the work day or event submitted prior to approval. Any requests will be submitted a minimum of fourteen (14) days in advance of the scheduled day. A maximum of three (3) groups will be approved for any given weekend. Approval for all workdays and special events will be based on a first come, first serve basis. If supplies and pickups are requested by RPCA, they must be coordinated at least fourteen (14) days prior to any workday or special event. Any exceptions may be made by RPCA's director.

## **6. TERM AND TERMINATION**

This Agreement shall commence immediately upon the execution date set forth on the first page of this Agreement. The initial term of this Agreement shall be through December 31, 2020 and shall end on May 30, 2023. This Agreement shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2023, unless extended by Change

Order adopted and approved by the DeKalb County Governing Authority and the Club Car in accordance with the terms of this Agreement.

Notwithstanding the above, either Party to this agreement may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the other party, elect to terminate the Agreement by delivering to the either party, at the address listed above, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the terminating party at least thirty (30) days prior to the effective date of termination. If this agreement is terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Park Pride. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of the Equipment, or termination or expiration of this Agreement.

## **7. INDEMNIFICATION**

Park Pride shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. Park Pride shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or



subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

## **8. INSURANCE**

The insurance requirements applicable to this Agreement are attached and identified as "Exhibit B" and are incorporated herein by reference.

## **9. SUSPENSION OF ACTIVITIES**

- A. In the event that the County determines that any work or activity being performed by Park Pride, or any failure to perform work or an activity by Park Pride, is inconsistent with this Agreement, or the County has determined the work or activity must cease, the County shall contact Park Pride in writing and shall articulate the corrective action required. The County shall state the number of days that Park Pride shall have to implement the corrective action and shall make such determination based upon the seriousness of the matter, the safety implications of the matter if any, and the amount of time that it would reasonably take to implement that type of correction.
- B. In the event that the County determines that any work or activity being performed by Park Pride, or any failure to perform work or an activity by Park Pride, creates a safety hazard, the County may suspend the work or activity immediately, and may suspend the project or program associated with the work or activity, and shall bear no cost associated with the suspension. The County shall immediately notify Park Pride, in writing and by telephone, that the work or activity, or the project or program, has been suspended and the corrective action required. The work, activity, project or program shall remain suspended until the corrective action is implemented.

## **10. MISCELLANEOUS**

- A. This Agreement sets forth the complete and exclusive understanding of the County and Park Pride with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between them with respect to the

subject matter hereof. With the exception of Exhibit B hereto, this Agreement may not be modified except by a written instrument duly executed by both the County and Park Pride.

- B. The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- C. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.
- D. The waiver by either the County or Park Pride of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor a waiver of any other right that such party may hold under this Agreement.
- E. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
- F. It is understood and agreed upon by Park Pride that this Agreement shall not become binding upon the County, and that the County shall incur no liability upon the same until this Agreement has been executed by the Chief Executive Officer and delivered to Park Pride.
- G. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as CB. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit

that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment E.

- H. The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.
- I. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.
- J. Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.
- K. The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 et seq., and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to

have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

- L. Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.
- M. Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.
- N. This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this

Contract.

- O. This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Attachment B, Scope of Work; Attachment C, Contractor's Affidavit; Attachment D, Subcontractor's Affidavit(s); Attachment E, Sub-subcontractor's Affidavit(s); and Attachment F, Certificate of Corporate Authority or Joint Venture Certificate.
- P. Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer  
1300 Commerce Drive, 6th Floor  
Decatur, GA 30030

and

Executive Assistant  
1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to:

Chief Procurement Officer  
1300 Commerce Drive, 2nd Floor  
Decatur, Georgia 30030

With a copy to:

Director of Recreation, Parks & Cultural Affairs  
1950 West Exchange Place, Suite 400  
Tucker, Georgia 30084

If to the Contractor:

Park Pride  
233 Peachtree Street NE, #1600  
Atlanta, Georgia 30303

- Q. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the County by and through its duly authorized officers and Park Pride and its officers have executed this Agreement, the day and year first above written.

**PARK PRIDE, INC****APPROVED:**

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President (SEAL)  
Park Pride, INC

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Chief Executive Officer (SEAL)  
DeKalb County, Georgia

**ATTESTED:****ATTESTED:**

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Secretary  
Park Pride, INC

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Clerk to Board of Commissioners  
and Chief Executive Officer  
DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE****APPROVED AS TO FORM**

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Director, RPCA  
DeKalb County, Georgia

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County Attorney  
DeKalb County, Georgia

**Agreement between Park Pride and DeKalb County**  
**Exhibit A**  
**Insurance Requirements**

**A. General Preamble**

The following general requirements apply to Park Pride, but where appropriate may be satisfied by Park Pride's contractors and sub-contractors who perform work directly or indirectly for Park Pride under this Agreement. The County reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

**1. Evidence of Insurance Required Before Work Begins**

Park Pride shall not commence any work of any kind pursuant to this Agreement until all insurance requirements contained herein have been complied with, and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. Similarly, Park Pride shall not allow its contractors or sub-contractors, if any, to commence any work of any kind pursuant to this Agreement until all insurance requirements contained herein have been complied with, and until evidence of such compliance satisfactory to the County as to form and content has been filed with the County. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

**2. Minimum Financial Security Requirements for Insurers**

Any and all companies providing insurance required pursuant to this Agreement must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Certificate of Insurance form. For all contracts, regardless of size, companies providing insurance under this Agreement must have a current:

- i. Best's Rating not less than A-; and current;
- ii. Best's Financial Size Category not less than Class IX;
- iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts; and,

Upon failure of Park Pride to furnish, deliver, and maintain such insurance as herein provided, this Agreement, at the election of County, may be declared forthwith suspended, discontinued, or terminated. Failure of Park Pride to take out and/or to maintain any required insurance shall not relieve Park Pride from any liability under this Agreement, nor



shall these requirements be construed to conflict with the obligation of this Agreement concerning indemnification.

### **3. Insurance Required for Duration of Agreement**

Any and all insurance required pursuant to this Agreement shall be maintained during the entire term of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the County.

The County shall have the right to inquire into the adequacy of the insurance coverage set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.

### **4. Mandatory 30-day Notice of Cancellation or Material Change**

This provision applies to insurance under which the County is an additional insured and all bonds required under this Agreement. The County must, without exception, be given not less than thirty (30) days prior written notice of the proposed cancellation of any insurance or bonds required by this Agreement for other than non-payment of premium or for any material change in any insurance or bond. The County must, without exception, be given not less than ten (10) days prior written notice of the proposed cancellation of any insurance or bonds required by this Agreement due to non-payment of premium. Confirmation of these mandatory notice requirements must appear on any Certificate of Insurance and all Bonds provided to the County by Park Pride as evidence of its compliance with this Agreement.

The County will accept no documentation from Park Pride that imposes conditions on the insurance and bonding requirements contained in this Agreement or required by applicable law. The County will also not accept any Certificate of Insurance that contains language similar in intent to the following: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail \_ days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

Park Pride must also submit to the County for each policy of insurance required to be provided pursuant to this Agreement an Endorsement evidencing the County's rights to unconditional notice of a policy cancellation in accordance with this Agreement, if the underlying policy does not already contain such compliant cancellation notice requirements and an endorsement is required to amend them to comply with this Agreement. All cancellation notices should be sent to the attention of Risk Management at 1300 Commerce Dr., Decatur, Georgia 30030.

### **5. County as Additional Insured**

The County must be covered as Additional Insured under all insurance required by this Agreement and such insurance must be primary with respect to the Additional Insured,

vesting with the County all rights under the insurance policies that the primary insured has. Confirmation of this must unconditionally appear on any Certificate of Insurance provided by Park Pride as evidence of its compliance with this Agreement. Park Pride must also submit to the County an Additional Insured Endorsement evidencing the County's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Agreement.

#### **6. Mandatory Contractor, Subcontractor, and Sublessee Compliance**

Park Pride shall incorporate a copy of this Exhibit B and a copy of the Indemnification Clause of the Agreement (paragraph 4) into each and every contract that it enters into with a contractor or subcontractor of any tier with respect to this Agreement, and shall require each and every contractor and/or subcontractor of any tier to comply with all such requirements. In connection therewith, Park Pride shall procure from such contractor or subcontractor evidence of insurance and submit the same to the County as required by section A1 of this Exhibit 8. If for any reason a contractor or subcontractor is unable to procure insurance in compliance with the provisions of this Exhibit B, then such contractor or subcontractor may be utilized by Park Pride in connection with the performance of this Agreement only if Park Pride is able to provide to the County confirmation, from Park Pride's insurance carrier, that the acts, errors, or omissions of such contractor or subcontractor are covered by insurance maintained by Park Pride.

#### **7. Authorization and Licensing of Agent**

Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this Agreement shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Certificate of Insurance as evidence of such coverage. The agent shall also warrant that where the County's coverage requirements may be broader than the original policies, these requirements have been conveyed to the company for these terms and conditions. In addition, each and every agent shall warrant when signing the Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

#### **B. Workers' Compensation and Employer's Liability Insurance**

Park Pride shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under this Agreement:

Workers' Compensation . . . . . Statutory  
Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident  
Bodily Injury by Accident/Disease \$100,000 each employee  
Bodily Injury by Accident/Disease \$500,000 policy limit

**C. General Liability Insurance**

Park Pride shall procure and maintain General Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance - (Blanket or specific applicable to this Agreement)
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises - Operations
- (6) Products- Completed Operations

**D. Automobile Liability Insurance**

Park Pride shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

- (1) Comprehensive Form;
- (2) Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event Park Pride does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either Park Pride's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

**E. Fidelity Bond**

Park Pride shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this Agreement. The Bond shall be the amount of \$50,000 and shall be specifically endorsed to cover loss under this Agreement and shall name the County as Loss Payee.

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_ certify the following:

That I am the duly elected and authorized Secretary of PARK PRIDE, INC. (hereinafter referred to as the “corporation”), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his/her official capacity as \_\_\_\_\_ (insert title) of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia: Park Pride Services DeKalb County, Georgia;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)