

STATE OF GEORGIA
COUNTY OF DEKALB

**TERMINATION AGREEMENT
FOR
CONTRACT NO. 1014129**

THIS TERMINATION AGREEMENT is by and between DeKalb County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and A.R.C. Technologies Corporation, a corporation organized and existing under the laws of the State of Pennsylvania, with offices in DeKalb County, Georgia (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the County and the Contractor (hereinafter collectively referred to as the “Parties”) have previously entered into a certain Agreement dated July 29, 2014, DeKalb County Contract No. 14-902852, as amended by that First Change Order to Contract No. 14-902852 approved by the DeKalb County Governing Authority on November 10, 2015 (as amended, the “Previous Agreement” or “Previous Contract”) relating to Operation and Maintenance Services for the Seminole Road Landfill Renewable Natural Gas Facility to the Department of Public Works - Sanitation Division; and,

WHEREAS, County and Contractor have previously entered into a second Agreement dated June 28, 2016, **DeKalb County Contract No. 1014129**, as amended by that First Amendment to Contract No. 1014129 dated August 10, 2016 (as amended, the “Current Agreement” or “Current Contract”) relating to Operation and Maintenance Service for DeKalb County’s Renewable Fuel Facility (RFF) to the Department of Public Works - Sanitation Division;

- B. Each Party hereby warrants that it has not filed any proceeding in law or in equity against the other Party in relation to the Project. Each Party does hereby agree never to file any demand, claim, interpleader, charge, lawsuit or any other legal proceeding with any court, arbitration forum or government agency asserting any matter, claim or cause of action that is settled or released by this Amendment.
- C. The Parties agree that the payment referenced in Section II above represents, in part, an amount paid in settlement of all disputed claims that were raised or could have been raised by either Party in relation to the Project as of the date of this Termination Agreement.
- D. In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Party, for itself, its successors, assigns, trustees, affiliates, subsidiaries and any successors, assigns, or trustees of said subsidiaries, does hereby forever release and discharge the other Party and each and all of its current and former employees, elected officials, departments, department heads, representatives, attorneys, and insurers (collectively, "Releasees"), from any and all claims, demands, obligations, damages, losses, and expenses of any nature whatsoever, actions, causes of action and suits or proceedings of every kind and description, in law, equity, or otherwise, both known and unknown, asserted and unasserted, liquidated and unliquidated, and as a result of events, occurrences and happenings from the beginning of time until the date that each Party's authorized representative signs this release, arising out of the Project or work performed in furtherance thereof.
- E. Notwithstanding anything to the contrary in this Agreement, each Party shall bear its own attorneys' fees and expenses of negotiating and entering into this Termination Agreement.
- F. This Termination Agreement contains the entire understandings and agreements of the Parties hereto. All oral or written agreements prior to the effective date of this Agreement and which relate to this Agreement and the matters set forth herein are declared null and void to the extent that such contradict the terms of this Agreement. Any modification of this Agreement must be made in writing and executed by the Parties hereto.
- G. Each Party hereby represents and agrees that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof, or interest therein against the other Party or the identified Releasees.
- H. This Agreement shall be binding upon each of the Parties and upon any and all of their heirs, administrators, representatives, executors, successors and assigns.

- I. It is understood and agreed by the Parties that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the Party drafting this Agreement. The parties agree that they have explicitly waived any notice requirements for termination contained in the Current Contract as evidenced by this negotiated mutual termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

A.R.C. Technologies Corporation

DEKALB COUNTY, GEORGIA

By: _____

(SEAL)

Signature

Name (Typed or Printed)

Title

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

Date

NOTARY:

Subscribed and Sworn before me on this the

_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

by Dir.(SEAL)

MICHAEL L. THURMOND
Interim Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

APPROVED AS TO SUBSTANCE:

Director
Sanitation Division

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of **A.R.C. Technologies Corporation** (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Termination Agreement for Contract No. 1014129

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__.

(CORPORATE SEAL)
(Secretary)