



Coweta County Board of Commissioners

Public Hearing/Regular Session

~ Agenda ~

22 E Broad Street
Newnan, GA 30263
www.coweta.ga.us

Shannon Zerangue
770.254.2601

Tuesday, March 7, 2023

6:00 PM

Commission Chambers

COWETA COUNTY BOARD OF COMMISSIONERS

Call to Order

Attendee Name	Present	Absent	Late	Arrived
District 4 - Chairman John Reidelbach	☐	☐	☐	
District 1 - Vice Chairman Paul Poole	☐	☐	☐	
District 2 Bill McKenzie	☐	☐	☐	
District 3 Bob Blackburn	☐	☐	☐	
District 5 Al Smith	☐	☐	☐	

Meeting Called to Order

Pledge of Allegiance

Invocation

Notification of Location of Rules

REGULAR SESSION

AWARDS AND PRESENTATIONS

1. Presentation from the U.S. Small Business Administration
2. Recognition of County Clerk Shannon Zerangue

APPROVAL OF MINUTES

3. Tuesday, February 21, 2023

UNFINISHED BUSINESS

4. Request Appointments to Various Boards/Authorities

SUPPLEMENTAL AND NON-AGENDA ITEMS

PUBLIC HEARING (The Chairman will Call for Any Comments Regarding the Following Items After Each Item is Presented)

5. Public Hearing Regarding a New Consumption Distilled Spirits, Beer, and Wine License Filed by Carline McMaster in Operation of McMaster BBQ & Catering Located at 34 Chestlehurst Road, Senoia - 1st District
6. Public Hearing Regarding a New Package Beer and Wine License Filed by Brian Pimentel in Operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan - 4th District
7. Public Hearing Regarding Proposed Amendments to Appendix A. Zoning and Development, Article 24. Development Regulations Associated with Residential Streets
8. Public Hearing Regarding a Proposed Amendment to Appendix A. Zoning and Development, Article 29. Amendments as Related to the Rules Governing Commission Meetings
9. Public Hearing Regarding a Proposed Abandonment of a Portion of Old Hwy 29 - 2nd District

REGULAR SESSION**PUBLIC COMMENT (Items on the Agenda)****Recommendations from Community Development and/or the Board of Zoning Appeals**

- 10. Request Acceptance of Roadway for Property Located in the Orchard Hills Business Park - District 2

NEW BUSINESS**Bids and Contracts**

- 11. Request Approval/Execution of a Microsoft Enterprise Agreement Renewal
- 12. Request Approval/Execution of an Amendment to a Consulting Agreement with Mission Critical Partners
- 13. Recommendation Regarding Selection of a Construction Manager at Risk for the Leroy Johnson Community Center - 1st District
- 14. Request Approval/Execution of a Non-Residential Gas Extension Contract Associated with the Jail Expansion Project
- 15. Bid Award Associated with Roadside Spraying

Additional Action Items

- 16. Request Approval/Execution of Resolutions Associated with Right-of-Way Acquisition for the Sullivan Road Widening and Improvement Project (RB16.13) - 4th District
- 17. Request to Set a Public Hearing on March 21, 2023 Regarding a Proposed Abandonment of a Portion of Dyer Road - 2nd District
- 18. Request to Set a Public Hearing on March 21, 2023 Regarding a Proposed Abandonment of Harris Circle - 2nd District
- 19. Request Approval to Proceed with Tornado Assistance Program Phase 1A

SUPPLEMENTAL/NON-AGENDA ITEMS

- 20. Request from the Town of Moreland for Assistance with Drainage Pipes - 2nd District

PUBLIC COMMENT (Items Not on the Agenda)**EXECUTIVE SESSION - In accordance with O.C.G.A. 50-14-4****REGULAR SESSION****AFFIDAVIT****ADJOURNMENT**

As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability, and will assist citizens with special needs given proper notice (seven working days). For information, please call (770) 254-2608.

**Coweta County Board of Commissioners**

22 E Broad Street
Newnan, GA 30263

COMPLETED**INFORMATIONAL ITEM (ID # 13695)**

Meeting: 03/07/23 06:00 PM
Department: Administration
Category: Award/Presentation
Prepared By: Shannon Zerangue
Initiator: Shannon Zerangue
Sponsors:
DOC ID: 13695

Presentation from the U.S. Small Business Administration

Ms. Monica Myles, Public Affairs Specialist for the U.S. Small Business Administration, will address the Board regarding disaster loans available to eligible businesses and non-profit organizations in Coweta County as a result of the severe storms and tornado that occurred on January 12, 2023.



Disaster Assistance Loans

DISASTER ASSISTANCE

Businesses • Homeowners • Renters • Nonprofits

When Disaster Strikes

Even with the best preparedness planning, a disaster can affect your business or organization. The SBA's disaster assistance loans can be used to help you get back to business sooner, help you make property improvements that eliminate future damage or save lives. After a disaster has been declared, loans can even be increased up to 20% to make the building upgrades. Loans may also be used for insurance deductibles, required building code upgrades not covered by insurance or to help with relocation.

Business Disaster Loans — up to \$2 million*

SBA disaster loans are available to businesses (regardless of size), and nonprofits including charitable organizations such as churches and private universities.

Loans enable you to repair or replace damaged or destroyed real estate, machinery and equipment, inventory, and other business assets. The loans may also be used for structural improvements such as adding a retaining wall or sump pump, clearing out overgrown landscaping, building a safe room or elevating the property to lessen the effect of future disasters.



Economic Injury Disaster Loans — up to \$2 million*

These loans are for small businesses, agricultural cooperatives, aquaculture enterprises and nonprofits affected by disaster to help meet working capital needs or normal business operating expenses through the recovery period. Businesses are eligible for these loans regardless of whether they have suffered property damage.

*The maximum loan for any combination of property damage and/or economic injury is \$2 million.

Questions? Visit www.sba.gov/disaster

Rebuilding Stronger is Within Reach — Start Now

There is no need to wait for settled insurance claims, potential FEMA grants or contractor estimates before applying. Generally, the deadline to apply for these long-term, low interest rate loans is 60 days from the declared disaster—so we encourage you to apply as soon as possible!

The Application Process



Apply

Go to disasterloanassistance.sba.gov or Call (800) 659-2955 or (TTY) 7-1-1 to request an application.



Review

After an initial credit check, a loss verifier estimates the total cost to repair or replace your damaged property. A loan officer reviews the application and guides you through the process.



Decide

You will be contacted with a loan decision. If approved, a case manager will assist with closing the loan and scheduling disbursements.



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

GEORGIA Declaration 17761 & 17762 (Disaster: GA-00151)

Incident: Severe Storms, Straight-line Winds, and Tornadoes

occurring: January 12, 2023

in the Georgia counties of: **Butts, Henry, Jasper, Meriwether, Newton, Pike, Spalding, and Troup**; for economic injury only in the contiguous Georgia counties of: **Clayton, Coweta, DeKalb, Fayette, Harris, Heard, Jones, Lamar, Monroe, Morgan, Putnam, Rockdale, Talbot, Upson, and Walton**; and for economic injury only in the contiguous Alabama counties of: **Chambers and Randolph**

Application Filing Deadlines:

Physical Damage: March 17, 2023 **Economic Injury:** October 16, 2023

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- **Business Physical Disaster Loans** – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- **Economic Injury Disaster Loans (EIDL)** – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- **Home Disaster Loans** – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- **Credit History** – Applicants must have a credit history acceptable to SBA.
- **Repayment** – Applicants must show the ability to repay all loans.
- **Collateral** – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.313%	4.625%
Business Loans	3.305%	6.610%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	3.305%	N/A
Non-Profit Organizations	2.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

**Loweta County Board of Commissioners**

22 E Broad Street
Newnan, GA 30263

COMPLETED**INFORMATIONAL ITEM (ID # 13654)**

Meeting: 03/07/23 06:00 PM
Department: Administration
Category: Award/Presentation
Prepared By: Michael Fouts
Initiator: Michael Fouts
Sponsors:
DOC ID: 13654

Recognition of County Clerk Shannon Zerangue

In 1980, the International Institute of Municipal Clerks implemented the Academy for Advanced Education. The purpose is to acknowledge, promote, and guide advanced training and continued professional growth. In support of this effort, an advanced education program was instituted in Georgia in 1982. The program provides an opportunity for certified city and county clerks to continue supervisory and management development and professional growth. Now named the Masters Education Management Development Program, the program was planned by the certification committee, has been updated in collaboration with the Carl Vinson Institute faculty, and is offered in conjunction with the fall/winter Georgia Clerks Education Institute conferences.

The Masters Education Management Development Program features three key components:

- 60 course hours
- peer networking
- a project (conduct a process improvement project or write a reflection paper)

Prior to becoming eligible for the Masters Education Management Development Program, Clerks must complete 101 hours of coursework through the Carl Vinson Institute to be designated as a Certified Clerk.

Following her recent completion of the program requirements, County Clerk Shannon Zerangue is now one of only 55 Clerks in Georgia who have received the Advanced Management Certificate from the Georgia County Clerks Association.



Administration

To: Coweta County Board of Commissioners

From: Shannon Zerangue, County Clerk

Date: 3/3/2023

RE: Request Appointments to Various Boards/Authorities

Issue: Miscellaneous Board/Authority Appointments

Discussion: There are several Boards and Authorities that need appointments.

Recommendation: Staff recommends that the Board consider nominations and appointments to various boards/authorities.



COWETA COUNTY

BOARD OF COMMISSIONERS

TO: Michael Fouts

FROM: Fran Collins

DATE: February 22, 2023

SUBJECT: Appointments to Boards/Authorities by District

The following is a list of expired or expiring appointments to various County Boards/Authorities:

1st District	- Department of Family and Children Services Board of Directors	Tippie Conner	06/30/2026 (resigned)
	- Development Authority of Coweta County	Rob Brass	04/03/2023
	- Public Facilities Authority	Ted Meeker	06/14/2023
2nd District	- Water and Sewerage Authority	Mark Woods	04/10/2023
	- Public Facilities Authority	Don Phillips	06/14/2023
3rd District	- Water and Sewerage Authority	Laurie Bartlett	04/10/2023
4th District	- Coweta County Development Authority	Andelson Merisca	04/10/2023
5th District	- Development Authority of Coweta County	Norman Lundin	04/03/2023
	- Department of Family and Children Services board of Directors	Cathryn Patterson	06/30/2023
EMS Council:			
	- Position # 1	Jay Lundstead	06/30/2023
	- Position # 4	Josh Whitley	06/30/2023
At-Large	- Board of Trustees for the Salary Deferral Plan and Employee Matching Plan	Citizen Member # 2 (Vacant)	12/31/2023
	- Community Action for Improvement	Curtis Connally	06/30/2017 (resigned)
	- Department of Behavioral Health and Development Disabilities	Chandra Moore	06/30/2019 (final term)

Attachment: Expiring Appointments.2023Feb22 (13685 : Board/Authority Appointments)

- Department of Family and Children Services Board of Directors	Steve Cothran Yolanda Colton	06/30/2022 06/30/2022
- Development Authority of Coweta County	Joe Griffith	04/03/2023
- Pathways Community Service Board	Brian Beckworth	06/30/2023

Transit:

- Coweta County Transit Technical Coordinating Committee (TTCC)
 - Voting members:
 - One (1) representative from the Citizen Advisory Committee (CAC)
 - Non-voting members:
 - One (1) representative from the Department of Human Services (DHS)
- Citizens Advisory Committee (CAC) (*for the 5311 Transit Program*)
 - One (1) representative from continuing education
 - One (1) representative from health care services
 - One (1) representative from industry



Business License

To: Coweta County Board of Commissioners

From: Joy Thompson, Business License Associate

Date: 1/31/2023

RE: New Consumption Distilled Spirits, Beer, and Wine License Filed by Carline McMaster in Operation of McMaster BBQ & Catering Located at 34 Chestlehurst Road, Senoia - 1st District

Issue: New Consumption Distilled Spirits, Beer, and Wine License Application filed by Carline McMaster in operation of McMaster BBQ & Catering located at 34 Chestlehurst Road, Senoia

Discussion: Carline McMaster, license representative and sole owner of McMaster BBQ & Catering located at 34 Chestlehurst Road, Senoia, has applied for a 2023 Consumption Distilled Spirits, Beer, and Wine license. This is an established location that served alcohol in the past twelve (12) months therefore a survey is not required. The Business Tax Department has reviewed the application and finds that it is in order, meets the applicable requirements and should be considered by the Board of Commissioners in accordance with *Chapter 6 of the Coweta County Code of Ordinances*. The required background checks (GCIC) and fingerprint reports (GBI) for Mrs. McMaster as applicant for license representative of the establishment, are complete and show that she meets the requirements set forth in the *Alcohol Ordinance* to be the license representative.

Recommendation: Staff recommends that the Board of Commissioners consider the application in accordance with standards provided in Section 6-54 of the Coweta County Ordinances. In making the determination whether the license should be granted, the Board shall consider the following:

1. If the license representative or any individual listed on the application or partner has ever violated any federal, state, or county law or regulation regarding alcoholic beverages and illegal drugs, their sale, consumption, distribution or manufacture.
2. The manner in which the license representative or any individual listed on the application or partner has conducted any business within the county as to the necessity for unusual law enforcement observation and inspection in order to prevent

the violation of any law, regulation or ordinance or as to the necessity for county action to compel the applicant's and/or licensee's adherence to any county law, regulation or ordinance;

3. The location for which the license is sought as to traffic congestion, public safety, the general character of the neighborhood and the effect of such an operation on surrounding property values; and
4. Whether the license representative or any individual listed on the application or partner has ever had an alcoholic beverage or business license suspended or revoked by the state or any political subdivision thereof.

Set a Public Hearing for the Alcohol License on March 7, 2023.

AFFP

79037-McMaster BBQ

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF COWETA } SSNOTICE OF APPLICATION
FOR RETAIL LICENSE
TO SELL
ALCOHOLIC BEVERAGESC. Clayton Neely & Elizabeth C. Neely, being duly sworn,
says:That he is Co-Publishers of the Newnan Times-Herald, a
daily newspaper of general circulation, printed and
published in Newnan, Coweta County, Georgia; that the
publication, a copy of which is attached hereto, was

February 15, 2023

An application has been submitted to the Coweta County Board of Commissioner
for a retail consumption distilled spirits, malt beverage and wine license to sell
alcoholic beverages at the following location: 34 Chestlehurst Road, Senoia, GA
30276. The business name is McMaster BBQ & Catering. Carline McMaster has
requested to be the License Representative. The application will be granted or
denied by the board of commissioners at 6 o'clock PM on the 7 th day of March
2023. Joy Thompson-Brown Business License Coordinator
No. 79037-2-15That said newspaper was regularly issued and circulated
on those dates.

SIGNED:


Co-PublishersSubscribed to and sworn to me this 15th day of February
2023.
Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00134687

Coweta County Community Development
22 E. Broad St
NEWNAN, GA 30263

Attachment: Affidavit of Publication McMaster BBQ (13628 : New Consumption Distilled Spirits, Beer & Wine License - McMaster BBQ &



Business License

To: Coweta County Board of Commissioners

From: Joy Thompson, Business License Associate

Date: 2/1/2023

RE: New Package Beer and Wine License Filed by Brian Pimentel in Operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan - 4th District

Issue: New Package Beer and Wine License Application filed by Brian Pimentel in operation of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan

Discussion: Brian Pimentel, license representative and sole owner of Newnan Food Mart (Don King of Newnan, LLC) Located at 5 McCollum Station, Newnan, has applied for a 2023 Package Beer and Wine license. This is an established location that served alcohol in the past twelve (12) months therefore a survey is not required. The Business Tax Department has reviewed the application and finds that it is in order, meets the applicable requirements and should be considered by the Board of Commissioners in accordance with *Chapter 6 of the Coweta County Code of Ordinances*. The required background checks (GCIC) and fingerprint reports (GBI) for Mr. Pimentel as applicant for license representative of the establishment, are complete and show that he meets the requirements set forth in the *Alcohol Ordinance* to be the license representative.

Recommendation: Staff recommends that the Board of Commissioners consider the application in accordance with standards provided in Section 6-54 of the Coweta County Ordinances. In making the determination whether the license should be granted, the Board shall consider the following:

1. If the license representative or any individual listed on the application or partner has ever violated any federal, state, or county law or regulation regarding alcoholic beverages and illegal drugs, their sale, consumption, distribution or manufacture.
2. The manner in which the license representative or any individual listed on the application or partner has conducted any business within the county as to the necessity for unusual law enforcement observation and inspection in order to prevent

the violation of any law, regulation or ordinance or as to the necessity for county action to compel the applicant's and/or licensee's adherence to any county law, regulation or ordinance;

3. The location for which the license is sought as to traffic congestion, public safety, the general character of the neighborhood and the effect of such an operation on surrounding property values; and
4. Whether the license representative or any individual listed on the application or partner has ever had an alcoholic beverage or business license suspended or revoked by the state or any political subdivision thereof.

Set a Public Hearing for the Alcohol License on March 7, 2023.

AFFP

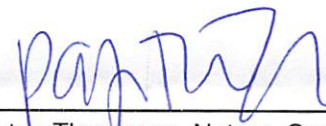
79009- Don King or Newnan

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF COWETA } SSC. Clayton Neely & Elizabeth C. Neely, being duly sworn,
says:That he is Co-Publishers of the Newnan Times-Herald, a
daily newspaper of general circulation, printed and
published in Newnan, Coweta County, Georgia; that the
publication, a copy of which is attached hereto, was

February 15, 2023

NOTICE OF APPLICATION FOR RETAIL LICENSE TO SELL ALCOHOLIC
BEVERAGESAn application has been submitted to the Coweta County Board of Commissioner
for a retail package malt beverage and wine license to sell alcoholic beverages at
the following location: 5 McCollum Station, Newnan, GA 30265. The business nar
is Newnan Food Mart (Don King of Newnan, LLC). Brian Pimentel has requested
be the License Representative. The application will be granted or denied by the
board of commissioners at 6 oclock PM on the 7 th day of March 2023. Joy
Thompson-Brown Business License Coordinator
No. 790092-15That said newspaper was regularly issued and circulated
on those dates.

SIGNED:


Co-PublishersSubscribed to and sworn to me this 15th day of February
2023.
Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02101617 00134655

Coweta County Business Tax
22 East Broad Street
Newnan, GA 30263

Attachment: AOP-Newnan Food Mart (13633 : New Package Beer & Wine License - Newnan Food Mart (Don King of Newnan, LLC))



To: Coweta County Board of Commissioners

From: Jonathan Amason

Date: 2/3/2023

RE:

Proposed Amendments to Appendix A. Zoning and Development, Article 24. Development Regulations Associated with Residential Streets

Ordinance: Code of Ordinances Appendix A - Zoning and Development Article 24. Development Regulations Sec. 246.6. Streets

Issue: Proposed Amendments to *Article 24. Development Regulations., Section 246.6. Streets, 246.6.2. General Requirements* of the Coweta County Code of Ordinances

Discussion: Staff has historically not objected to granting administrative variances as allowed by the ordinance for a residential street greater than 400 linear feet terminating in a cul-de-sac. Topography and environmental considerations have made this request a standard. Staff would like to request that this limitation be removed from the *Code of Ordinances*.

In an effort to ensure that the County's ordinances are consistent with the International Fire Code, staff is requesting that the Board amend the cul-de-sac street paving dimensional requirements from 80-feet to 96-feet.

While the residential subdivision street right-of-way width requirement is 50-feet, several variance requests have been approved by the Board to reduce this requirement to 36-feet. Staff is requesting that the 36-feet width become the new standard. Utility locations have been adjusted to accommodate needs within a 14-feet easement on each side of the street as previously allowed by the Board with variance petitions.

Because of recent premature street pavement failures, staff is requesting consideration for an amendment to the residential street base thickness requirement from 6-inches of graded aggregate base to 8-inches of graded aggregate base for subdivisions having fifty (50) or more lots.

Finally, it appears that all of the figures related to this *Section* are located in an unrelated *Section (Section 248. Legal Status)*. Staff would like to request that a new *Section* be added and the figures be moved.

Because these Sections are contained within *Appendix A. Zoning and Development*, it is necessary for the Board to set a Public Hearing.

Recommendation: Staff recommends that the Board set a Public Hearing on March 7, 2023 at 6:00 p.m. regarding proposed amendments to *Article 24. Development Regulations., Section 246.6. Streets, 246.6.2. General Requirements* of the *Coweta County Code of Ordinances*.

AFFP

79048- March 7th

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF COWETA }

SS

C. Clayton Neely & Elizabeth C. Neely, being duly sworn,
says:That he is Co-Publishers of the Newnan Times-Herald, a
daily newspaper of general circulation, printed and
published in Newnan, Coweta County, Georgia; that the
publication, a copy of which is attached hereto, was

February 15, 2023

PUBLIC NOTICE

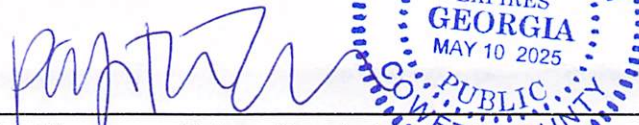
The Coweta County Board of Commissioners will hold a Public Hearing on March 2023, at 6:00 PM in the County Commissioner's Meeting Room, County Administration Building, second floor, above the Tax Assessor's Office, 37 Perry Street, Newnan, Georgia. The purpose of the hearing is to discuss an amendment to the Coweta County Code of Ordinances, Appendix A Zoning and Development Ordinance. The purpose of the proposed amendment is to amend the regulations regarding the maximum residential street lengths, residential cul-de-sac dimension base layer thickness, right-of-way width and add a section heading for the existing figures. Copies of the proposed amendment may be obtained at the Coweta County Community Development Department, 22 East Broad Street, Newnan, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday. As set forth the Americans with Disabilities Act of 1990, the Coweta County Government does not discriminate on the basis of disability and will assist citizens with special need given reasonable notice (48 hours). For information, please call (770) 254-2608. No.79048-2-15

That said newspaper was regularly issued and circulated
on those dates.

SIGNED:



Co-Publishers

Subscribed to and sworn to me this 15th day of February
2023.


Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00134728

Coweta County Community Development
22 E. Broad St
NEWNAN, GA 30263

Attachment: Affidavit of Publication Article 24 (13621 : Amendment to Article 24. Development Regulations)

**AN ORDINANCE OF THE COMMISSIONERS OF COWETA COUNTY, GEORGIA TO
AMEND APPENDIX A. ZONING AND DEVELOPMENT, ARTICLE 24.
DEVELOPMENT REGULATIONS, SECTION 246.6. STREETS OF THE COWETA
COUNTY CODE OF ORDINANCES, AND FOR OTHER PURPOSES**

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Coweta County, Georgia and it is hereby ordained by the authority of the same that Appendix A. Zoning and Development be amended as follows:

DELETE the following from Article 24. Development Regulations., Section 246.6. Streets, 246.6.2 General Requirements., Subitem 2. Streets design., specifically g.

~~“g. Cul-de-sacs shall only be permitted to terminate streets that have a maximum of 400 total linear feet of un-intersected street frontage. Streets with greater than 400 total linear feet of un-intersected street frontage shall be prohibited from terminating said street with a cul-de-sac. This may be exempt where unique topographic constraints warrant or where a development or phase of development is less than 40 acres and is served by one road, per approval of the county planning director.”~~

AMEND Article 24. Development Regulations., Section 246.6. Streets, 246.6.2, General Requirements, Subitem 2. Streets design., specifically item l as follows:

- l. Street paving widths, including curb and gutter, shall be based on the classification of the street and shall not be less than follows and as required by Table 5, street regulations.
 - i. Cul-de-sac turnaround diameter:
 - (A) Residential: ~~80 feet.~~ 96 feet.”

AMEND Article 24. Development Regulations., Section 246.6. Streets, 246.6.2. General Requirements., Subitem 11. Utility Placement., specifically item c as follows:

11. Utility placement.

- c. Utility placement specifications. Utility placement along street with curb and gutter shall meet the following location requirements **within the right-of-way or easement recorded on the approved final plat:**
 - i. Cable TV: Locate ~~seven~~ 4 feet behind the back of curb at a depth of ~~one and one-half~~ 2 feet.
 - ii. Waterlines and water meters: Locate ~~nine~~ 10 feet behind the back of curb at a depth of 4 feet.
 - iii. Telephone: Locate ~~13~~ 12 feet behind the back of curb at a depth of 2 feet.
 - iv. Gas: Locate ~~11~~ 10 feet behind the back of curb at a depth of 3 feet.

- v. Power: Locate 15 feet behind the back of the curb at a depth of 4 feet.
- vi. Sewer: Locate along the centerline of the street a minimum depth of 5 feet.
- vii. In subdivisions without curb and gutter, all dimensions will be from the edge of pavement and approved alternates may be proposed for staff approval where stormwater channels are to be avoided.
- viii. Associated surface mounted or surface access utility shall not be located within the sidewalk nor create conflict with each nor create disruption with stormwater flows and maintenance activities. Field adjustments within the easement for electrical transformers, fire hydrants and water meters/valves may be necessary.

AMEND Article 24. Development Regulations., Section 246.6. Streets, 246.6.2. General Requirements, Table 5: Street Regulations as follows:

Table 5: Street Regulations

	Public					Private	
Design Element	Major Arterial	Minor Arterial	Collector Street	Minor Collector Street	Local and Minor Street	Alley	Pedestrian Way
Residential Districts							
On-street parking permitted	No	No	No	Yes	Yes	N/A	N/A
Bicycle lanes permitted	Yes	Yes	Yes	Yes	Yes ^c	N/A	N/A
Required sidewalks ^A	Yes	Yes	Yes	Yes	Yes ^c	N/A	N/A
Required landscape zone	Yes	Yes	Yes	Yes	Yes ^c	N/A	N/A
Sides of street with required sidewalks	2	2	1	1	1	N/A	N/A
Minimum sidewalk clear zone width	4'	4'	4'	4'	4'	N/A	N/A
Minimum landscape zone	15'	15'	15'	15'	15' 14'	N/A	N/A
Minimum right-of-way	100'	80'	4 lane and turning lane = 88'	50'	50' 36'	24' two-way	N/A

			2 lane and turning lane = 70'			12' one-way	
Paving width (including curb and gutter)	64' divided road	40'	4 lane and turning lane = 64'	26'	26'	16' two-way	N/A
			2 lane and turning lane = 40'			10' one-way	
Required deceleration lanes ^B	Yes	Yes	Yes	Yes	Yes	No	No
Required left turn lanes ^B	Yes	Yes	No ^D	No ^D	No ^D	No	No
Nonresidential Districts							
On-street parking permitted	No	No	Yes	Yes	Yes	N/A	N/A
Bicycle lanes permitted	Yes	Yes	Yes	Yes	Yes ^C	N/A	N/A
Required sidewalks ^A	Yes	Yes	Yes	Yes	Yes ^C	N/A	N/A
Required landscape zone	Yes	Yes	Yes	Yes	Yes ^C	N/A	N/A
Sides of street with required sidewalks	2	2	2	2	2	N/A	N/A
Minimum sidewalk clear zone width	4'	4'	4'	4'	4'	N/A	N/A
Minimum landscape zone	13'	13'	13'	13'	13'	N/A	N/A
Minimum right-of-way	120'	100'	4 lane and turning lane = 88'	50'	50'	24' two-way	N/A
			2 lane and turning lane = 70'			12' one-way	N/A

Paving width (including curb and gutter)	64' (divided road)	40'	4 lane and turning lane = 64'	26'	26'	16' two-way	N/A
			2 lane and turning lane = 40'			10' one-way	N/A
Required deceleration lanes ^B	Yes	Yes	Yes	Yes	Yes	No	No
Required left turn lanes ^B	Yes	Yes	No ^D	No ^D	No ^D	No	No

Note: If no curb present, all dimensions from edge of roadway pavement.

^A All required sidewalks are to be located on both sides of the street, except in the RC district, where sidewalks may be located on one side of the street. This placement is also acceptable in instances where unique site constraints warrant, per approval of the ~~county planning~~ **Community Development** director.

^B This may be exempt in RC districts at the discretion of the ~~development and engineering~~ **Public Works** department.

^C This may be exempt if the minimum lot width at front setback line is 135 feet or greater, per approval of the ~~county planning~~ **Community Development** director.

^D Left turn lanes shall be required if they are deemed necessary based on sight distance and volume of traffic generated by a particular land use, as determined by the county planner and the director of ~~development and engineering~~ **Public Works**.

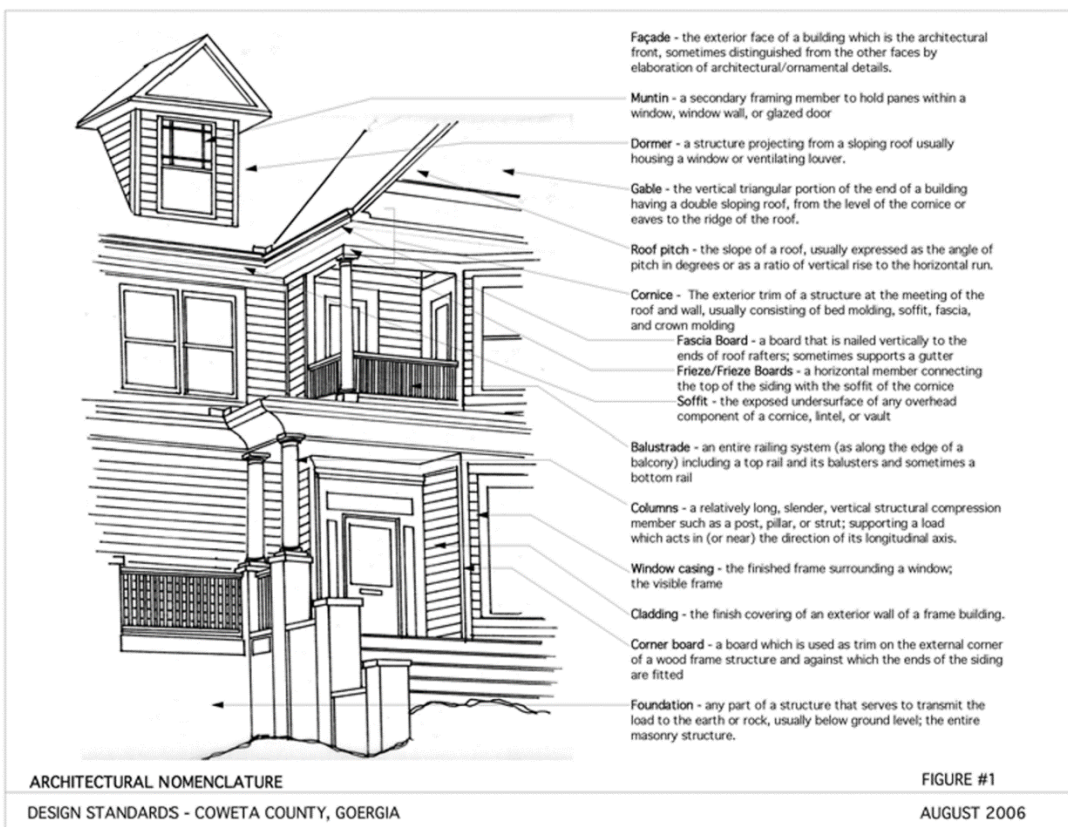
ADD the following to Article 24, Development Regulations:

“Section 249. – Figures.

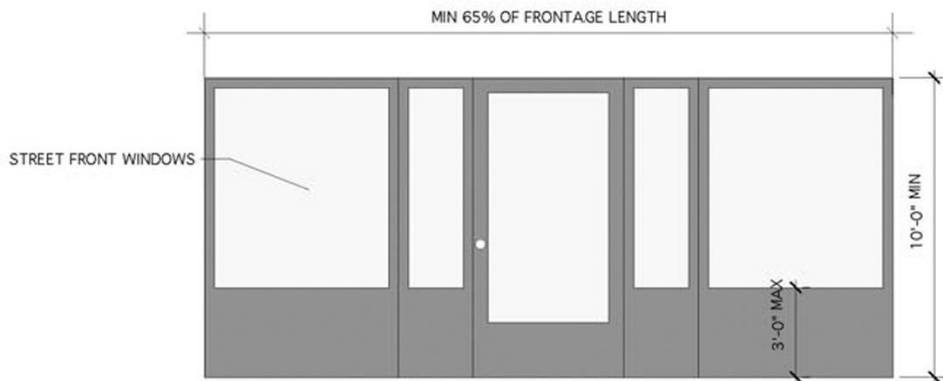
DELETE ALL figures below Article 24, Development Regulations, Section 248. Legal Status in their entirety and **ADD** them to Section 249. Figures as follows:

****Note: Figures #7 and # 8 have been amended.****

Architectural Nomenclature



Fenestration (Streetfront Windows)



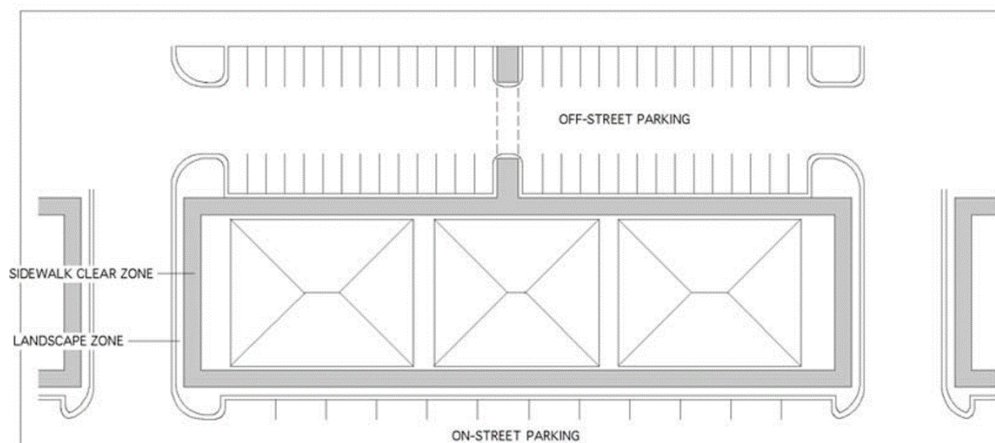
FENESTRATION (STREETFRONT WINDOWS)

FIGURE #2

DESIGN STANDARDS - COWETA COUNTY, GEORGIA

AUGUST 2006

Parking Configuration/Placement



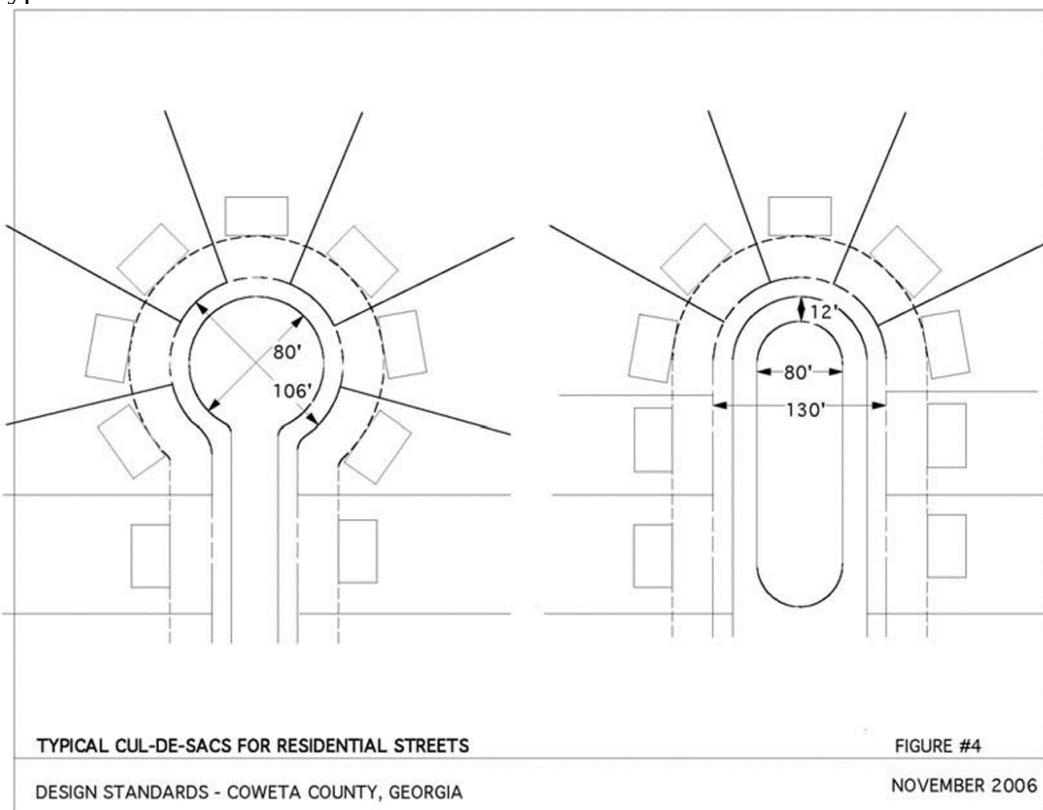
PARKING CONFIGURATION/PLACEMENT

FIGURE #3

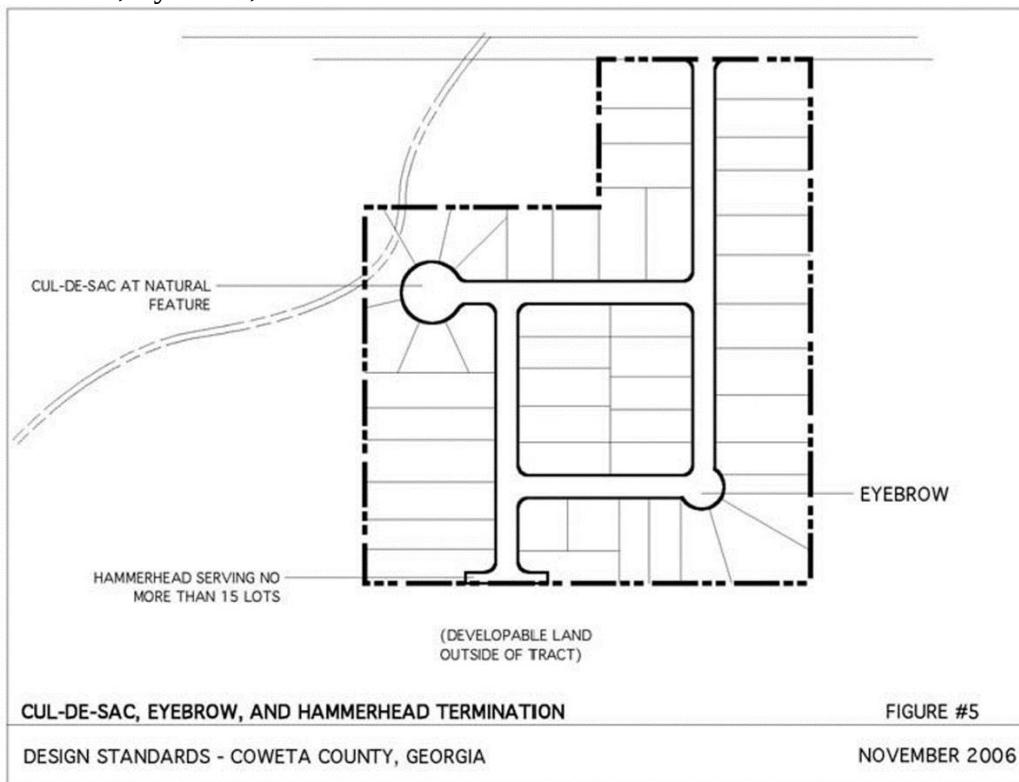
DESIGN STANDARDS - COWETA COUNTY, GEORGIA

NOVEMBER 2006

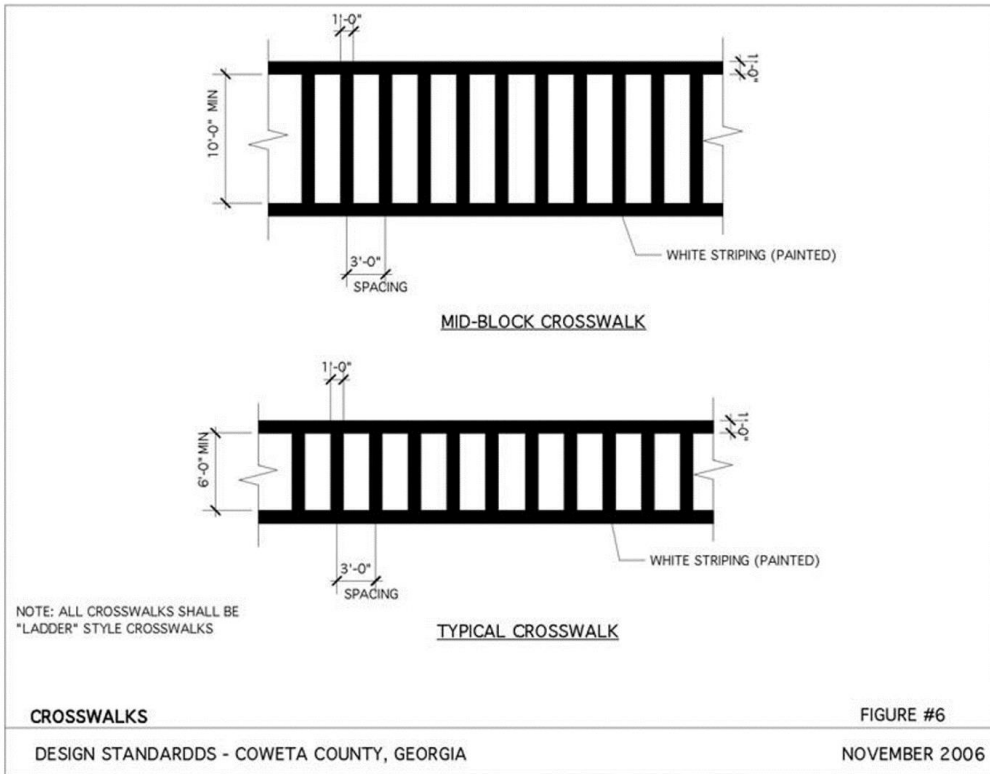
Typical Cul-de-sacs for Residential Streets



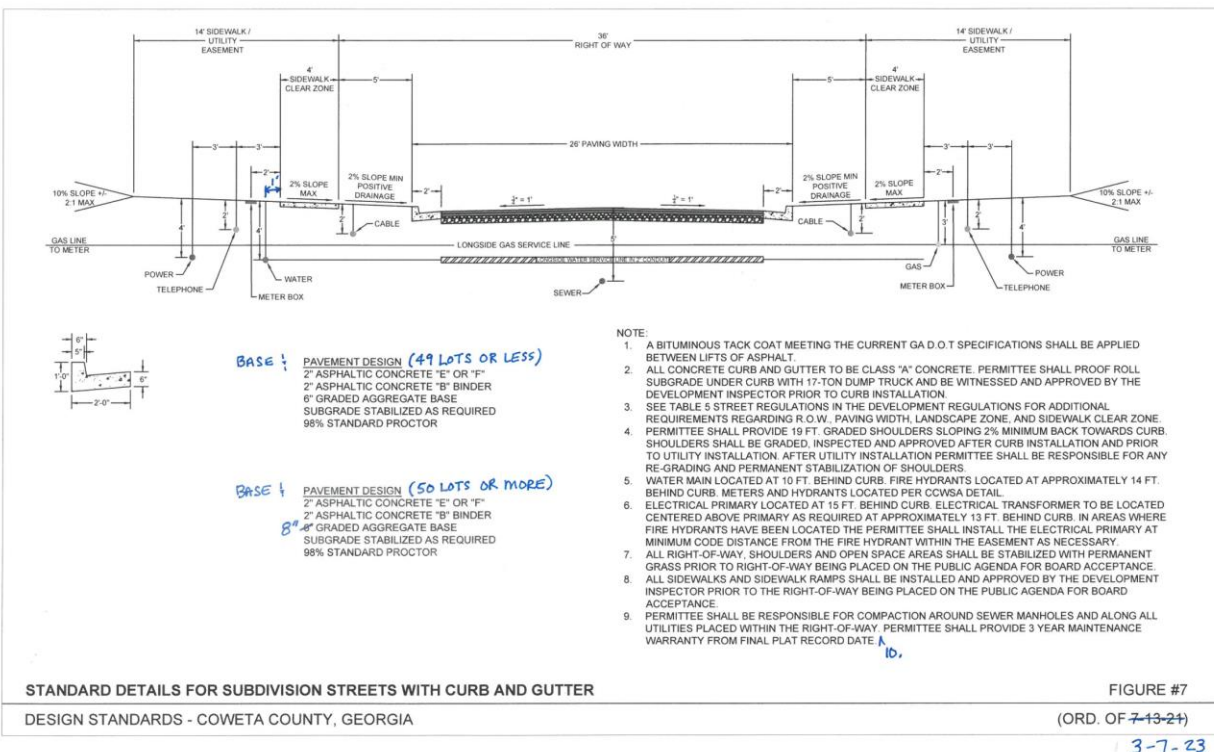
Cul-de-sac, Eyebrow, and Hammerhead Termination



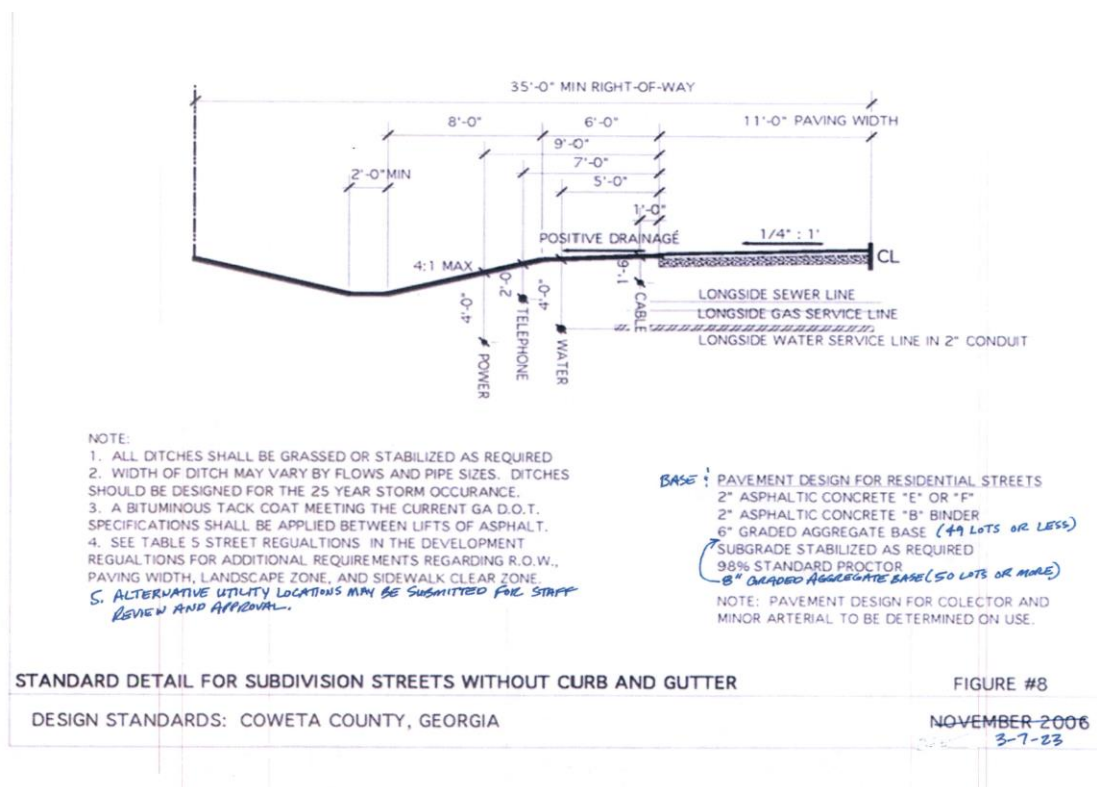
Crosswalks



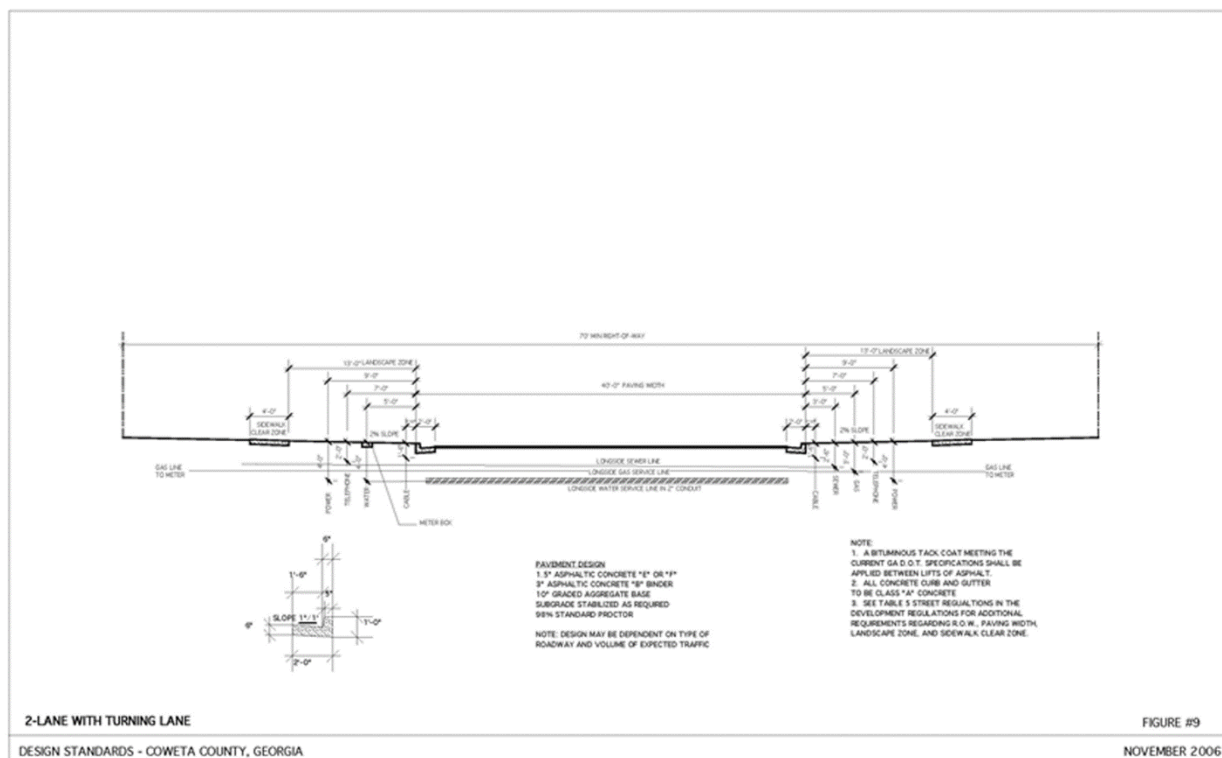
Standard Details for Subdivision Streets with Curb and Gutter (Figure # 7 has been amended)



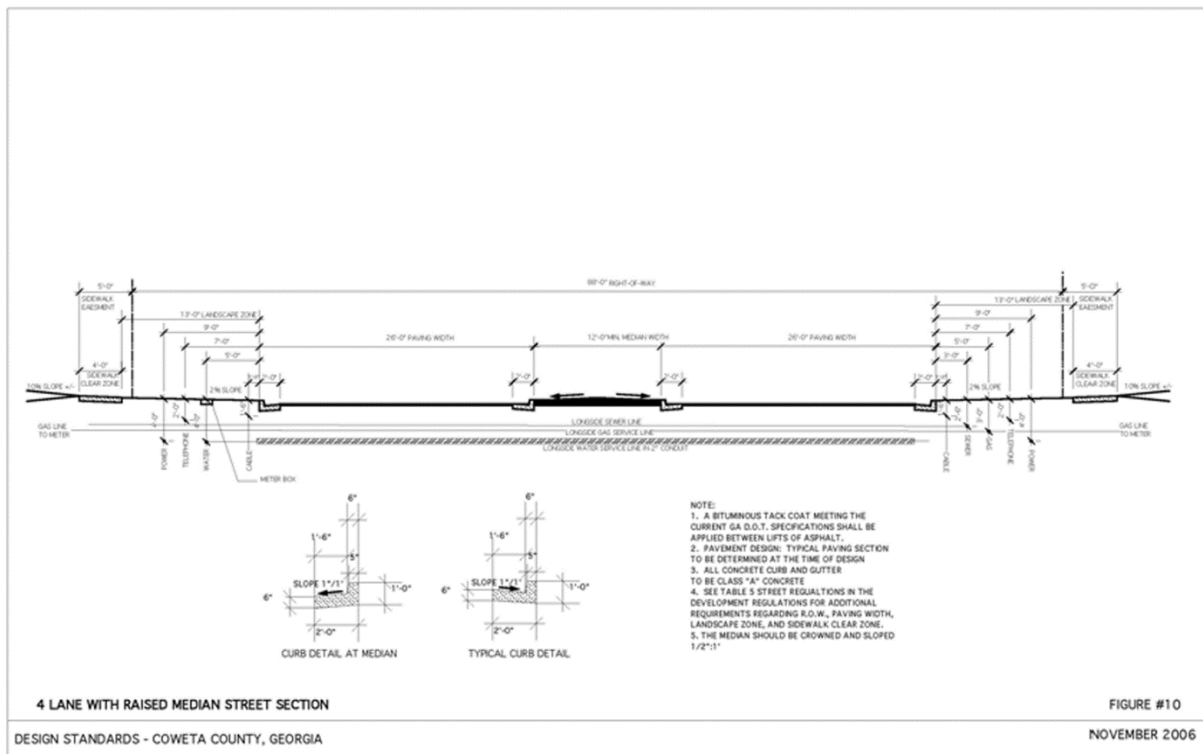
Standard Detail for Subdivision Streets Without Curb and Gutter (Figure # 8 has been amended)



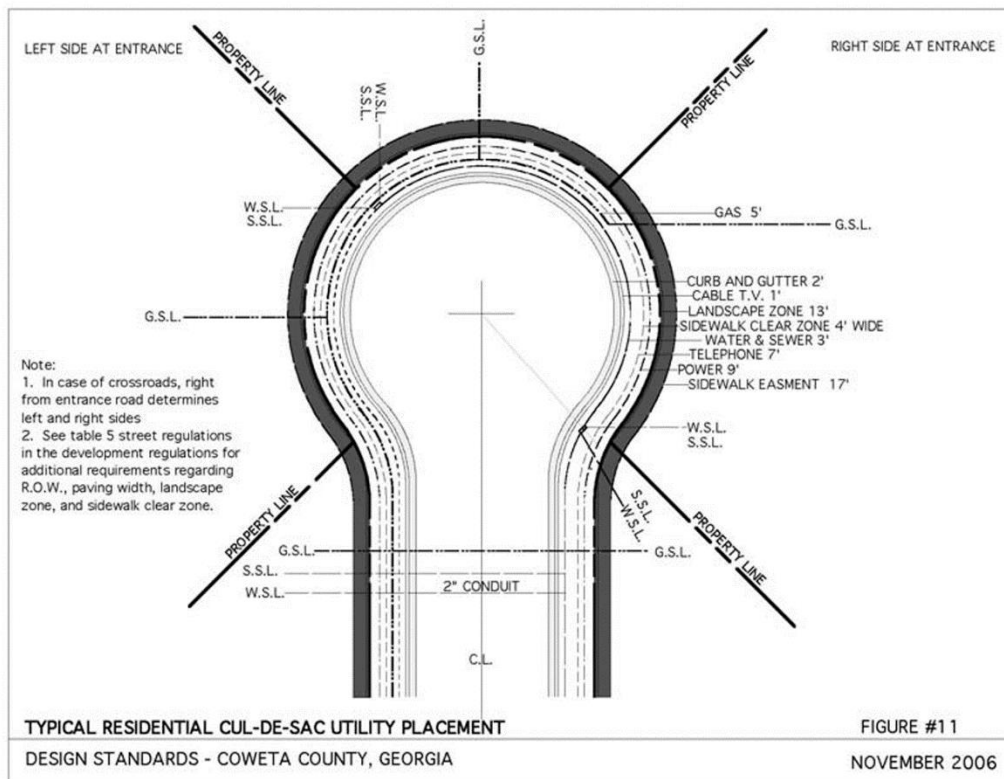
2-Lane with Turning Lane



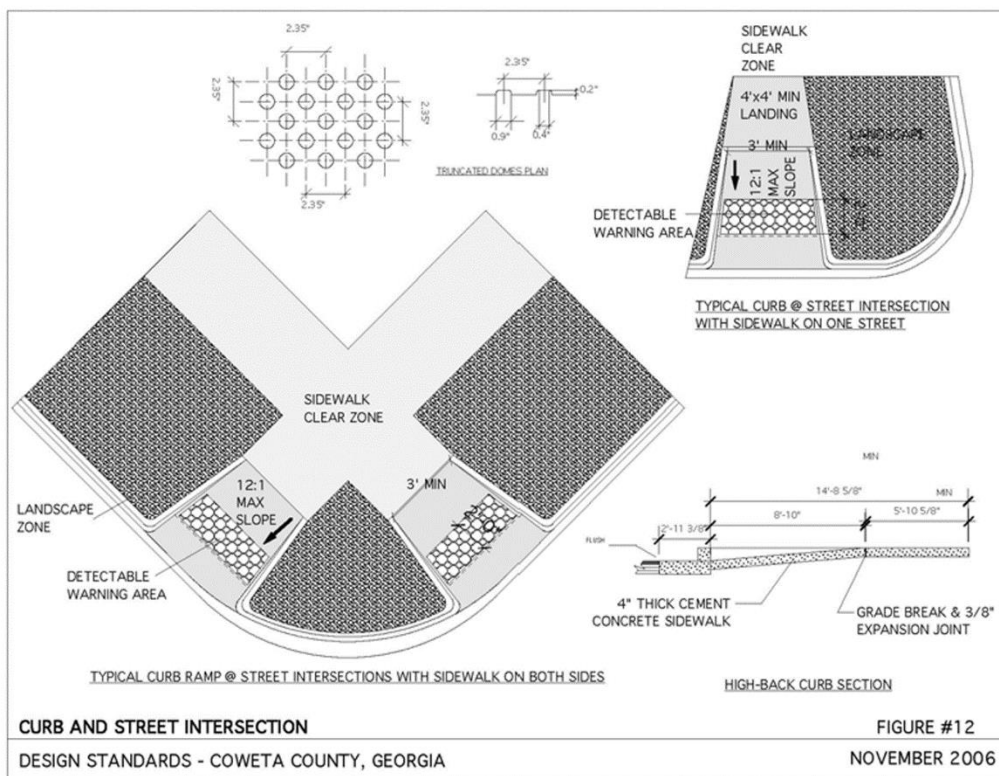
4-Lane with Raised Median Street Section



Typical Residential Cul-de-sac Utility Placement



Curb and Street Intersection



Street Tree Planting in Landscape Zone – Plan



Attest: _____
County Clerk



Administration

To: Coweta County Board of Commissioners

From: Shannon Zerangue, County Clerk

Date: 2/2/2023

RE: Proposed Amendment to Appendix A. Zoning and Development, Article 29. Amendments, Section 293

Issue: Proposed Amendment to *Appendix A. Zoning and Development, Article 29. Amendments, Section 293*

Discussion: Upon review of the County's current ordinances, staff has discovered that *Appendix A. Zoning and Development, Article 29. Amendments, Section 293. Hearings on Proposed Zoning Amendments, Procedures* has not been updated to reflect language adopted by the Board related to the rules governing the Commission meetings.

Because the proposed amendment is associated with the *Coweta County Zoning and Development Ordinance*, a Public Hearing is required.

Recommendation: Staff recommends that the Board set a Public Hearing on March 7, 2023 at 6:00 p.m. regarding a proposed amendment to *Appendix A. Zoning and Development, Article 29. Amendments, Section 293. Hearings on Proposed Zoning Amendments, Procedures* to update the verbiage as related to the rules governing Commission meetings.

AFFP

79052-March 7

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA }

SS

C. Clayton Neely & Elizabeth C. Neely, being duly sworn,
says:

That he is Co-Publishers of the Newnan Times-Herald, a
daily newspaper of general circulation, printed and
published in Newnan, Coweta County, Georgia; that the
publication, a copy of which is attached hereto, was

February 15, 2023

PUBLIC NOTICE

The Coweta County Board of Commissioners will hold a Public Hearing on March 2023, at 6:00 PM in the County Commissioner's Meeting Room, County Administration Building, second floor, above the Tax Assessor's Office, 37 Perry Street, Newnan, Georgia. The purpose of the hearing is to discuss an amendment the Coweta County Code of Ordinances, Appendix A Zoning and Development Ordinance. The purpose of the proposed amendment is to amend the regulations regarding hearings on proposed zoning amendments and procedures. The procedures have been adopted by the Board of Commissioners but the Zoning & Development Ordinance was not updated. Copies of the proposed amendment may be obtained at the Coweta County Community Development Department, 22 East Broad Street, Newnan, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday. As set forth in the Americans with Disabilities Act of 1990 the Coweta County Government does not discriminate on the basis of disability and will assist citizens with special needs given reasonable notice (48 hours). For information, please call (770) 254-2608.

No.79052-2-15

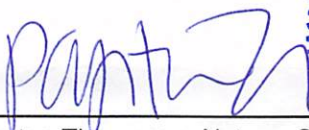
That said newspaper was regularly issued and circulated
on those dates.

SIGNED:



Co-Publishers

Subscribed to and sworn to me this 15th day of February
2023.



Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02100746 00134735

Coweta County Community Development
22 E. Broad St
NEWNAN, GA 30263

Attachment: Affidavit of Publication Article 29 (13622 : Amendment to Article 29. Amendment, Section 293. Hearings on Proposed Zoning

Coweta County Board of Commissioners
Rules and Procedures

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1.0 DEFINITIONS

Abstain – to refrain from casting a vote to avoid any semblance of partiality or conflict of interest

Adjourn - to officially terminate a meeting

Adopt - to approve or pass by whatever vote is required for the motion

Affirmative vote - a vote in favor of the motion as stated

Agenda - the official list of items of business planned for consideration during the meeting

Approval of minutes - formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

Board - the Coweta County Board of Commissioners

Call the question – a motion that is generally used to end a debate on a pending proposal and bring it to an immediate vote (also known as “calling for the question”, “calling the question”, “close debate”, calling for a vote”, “vote now” or other similar forms)

Call to Order – official opening of a meeting by the Chair for business to be conducted by the Commission on behalf of Coweta County

Chair - the presiding commissioner

Clerk - the duly appointed County Clerk or Deputy Clerk

Commission- the Coweta County Board of Commissioners

Commissioner - any person elected to that position

Common parliamentary law - the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

Consensus – consent from three (3) of five (5) Commissioners to proceed with an action without a formal vote

Consider en Gross – acting on a group of agenda items

Convene - to open a meeting

Debate - formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

Defer or hold - to postpone action by referring the motion to staff (or an agency, committee, etc.) for more information, or by postponing a vote to a certain time

Demand - an assertion of a parliamentary right by a commissioner

Dilatory motions or tactics - misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

Emergency Called Meeting – a meeting that has been called to address circumstances that could not be reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice in accordance with O.C.G.A. § 50-14-1(d).

Floor - when a person received formal recognition from the chair, he/she "has the floor" and is the only person entitled to speak

Hearing - a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

In order - permissible and right from a parliamentary standpoint

Majority vote - an affirmation vote of at least three (3) Commissioners, one of which may be the chair

Minutes - the legal record of the action of the Commission after the record has been approved by vote of the body

Motion/Main motion - a proposal submitted to the Commission for its consideration and decision; it is introduced by one of the sitting/elected Commissioners

Objection - the formal expression of opposition to a proposed action

Order of business - the adopted order in which the business is presented to the meeting of the Commission

Out of order - not correct, from a parliamentary standpoint, at the particular time

Parliamentary authority - the code of procedure adopted by the Board as it's parliamentary guide, governing in all parliamentary situations not otherwise provided for in the charter, the RULES OF PROCEDURE FOR THE COWETA COUNTY BOARD OF COMMISSIONERS

Pending motion- sometimes referred to as pending question; a motion that has been proposed by a Commissioner and stated by the Chair for the Commission's consideration and that is awaiting decision by vote

Precedent - a course of action that may serve as guide or rule for future similar situations

Public comment – a time set aside on an agenda or during a meeting where members of the public are permitted to offer comments

Public Hearing – an official meeting where members of the public hear the facts about an issue and give their opinions about it

O.C.G.A. - Official Code of Georgia Annotated

Quorum - the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the Coweta County Commission

Recognition - acknowledgement by the chair, giving a person sole right to speak

Reconsider - to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

Recuse – to withdraw from a position of discussion or entering a vote to avoid any semblance of partiality or conflict of interest

Regular Meeting/Public Hearing - the scheduled meetings of the Board of Commissioners as approved at the first meeting of the year

Request - a statement to the Chair asking a question

Rescind - to nullify or cancel out a previous action; cannot be made if action that is impossible to undo has already been taken to implement the motion it wishes to rescind (the unexecuted part of an order can be rescinded)

Resolution - a formal motion, usually in writing, and introduced by the word "resolved" that is presented to the Commission for a decision

Ruling - the chair's decision as it relates to the procedure of the Board

Scrivener's error – an error as a result of a minor mistake (i.e. typo, or clerical error)

Second - a commissioner's statement that he/she is willing to have the motion considered

Special Called Meetings - a meeting called by the Chair, a majority of the Board, the County Administrator, or the County Attorney to conduct business of the County outside of a regularly scheduled meeting

Statute - a law passed by the Georgia legislature

Table – to postpone or suspend consideration of a pending motion until later in the meeting

Technical inquiry - request for information relevant to the business at hand

Tied vote - vote in which the affirmative and negative votes are equal on a motion

Unanimous consent - deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

Unfinished business - any business that is postponed definitely to a time certain

Work Sessions – meetings which are scheduled on an as needed basis to discuss specific matters or policies where no action is taken on those items at that meeting

2.0 OPERATIONAL PROCEDURES

2.1 MEETINGS

- 2.1.1 Regular Meetings/Public Hearings** of the Coweta County Commission (also referred herein as the “Commission” the “Commissioners” or the “Board”) are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County.
- 2.1.2 Work Sessions** of the Commission are meetings that are scheduled on an as needed basis to discuss specific matters or policies where no action is taken on those items at that meeting.
- 2.1.3 Special Called Meetings** of the Commission are meetings scheduled on an as-needed basis to conduct business outside a regular meeting and the Chair, a majority vote of the Board, the County Administrator, or the County Attorney may call for a Special Called Meeting.
- 2.1.4 Executive Session Meetings** of the Commission are private meetings held on an as-needed basis to discuss real estate, litigation, personnel and/or other matters in accordance with O.C.G.A. § 50-14-2, 50-14-3 and 50-14-14, as amended.
- 2.1.5 Emergency Meetings** of the Commission are meetings that have been called to address circumstances that could not be reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide notice in accordance with O.C.G.A. § 50-14-1(d).
- 2.1.6 Conduct/Decorum** for the meetings of the Commission prohibit disruption, disrespect, outbursts and similar behavior that interfere with the meeting or prohibit business from being conducted.

2.2 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Coweta County Commission.

- 2.2.1 Adjournment Upon Absence of Quorum at Commencement of Meeting** – If a quorum is not present thirty (30) minutes following the scheduled hour of convening, the Chair or Vice-chair may adjourn the meeting.

2.2.2 Adjournment Upon Loss of Quorum During Meeting – If during the meeting there ceases to be a quorum, all business must stop, except that the Board, may:

- a. Adjourn and return at the next regular meeting; or
- b. Recess to determine if a quorum will be present within a short period of time.

2.3 CHAIR

2.3.1 Election – The Board shall elect its Chair in accordance with the Coweta County Code of Ordinances – Chapter 2, Article II. Board of Commissioners, Section 2-31 Election of Chairman and in accordance with local legislation enacted by the General Assembly of the State of Georgia that dictates the structure and operation of the Board of Commissioners of Coweta County. The Chair shall serve for a term of two (2) years.

2.3.2 Duties of the Chair - The Chair shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other Commissioner.

The Chair, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.

The Chair's primary responsibility is to ensure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Calling for the vote;
- f. Announcing the results of each vote; and
- g. Calling for recess at such times as deemed advisable.

2.3.3 Duties Under Georgia Law – The Chair shall exercise other duties as prescribed under Georgia law.

2.4 VICE-CHAIR

2.4.1 Election – The Vice-chair shall be elected by a majority of the Board in accordance with local legislation enacted by the General Assembly of the State of Georgia that dictates the structure and operation of the Board of Commissioners of Coweta County. The Vice-chair shall serve for a period

of one (1) year and shall assume the duties of the Chair in his/her absence.

The Vice-chair shall have the same rights and privileges of any other Commissioner and no other authority above and beyond any other Commissioner.

The Vice-chair may succeed himself/herself.

2.5 MINUTES

2.5.1 Contents of Minutes – All actions of the Commissioners, including Executive Sessions which are not open to the public as provided in O.C.G.A. § 50-14-1 (e)(2)(c), shall be accurately recorded by the Clerk (or his/her designee) in the minutes, which shall include:

- a. All motions, including amendments or stipulations;
- b. The name of the maker of all motions;
- c. Disposition of all motions, whether:
 1. Adopted;
 2. Defeated;
 3. Referred to committee or to staff for further information or recommendation; or
 4. Deferred/Tabled until a date and time certain
- d. How each Commissioner voted; and
- e. Commissioners' comments as deemed necessary
- f. Public comments

2.5.2 Adoption and Correction of Minutes Attestation – The minutes of each Commission meeting shall be approved/adopted by the Board at the next subsequent Regular Commission meeting.

If an error (i.e. Scrivener's error) should happen to be discovered in Commission meeting minutes that have been previously approved/adopted by the Board, a motion shall be made instructing the Clerk to correct such error in the affected minutes regardless of the time which has elapsed.

2.6 AGENDA

- A. An agenda for the Regular Meetings/Public Hearings of the Coweta County Board of Commissioners will be prepared by the County Administrator with the advice of the Commissioners and will be available to the Commissioners no later than close of business on the Friday preceding the meeting. Any two (2) Commissioners may place an item, including providing all backup and supporting documentation, on the agenda and

are encouraged to provide backup documentation to the Clerk by cutoff time, which is 5:00 p.m. on the Wednesday that is five (5) working days prior to the meeting. Any Commissioner may request additional information for any agenda item.

- B. An agenda for a Work Session will be prepared by the County Administrator with the advice of the Commissioners and will be available to the Commissioners no later than close of business of the day that is two (2) working days preceding the Work Session. Any two (2) Commissioners may place an item, including all backup and supporting documentation, on the agenda by cutoff time which is 5:00 p.m. on the day that is five (5) working days prior to the Work Session. Any Commissioner may request additional information for any agenda item.
- C. The agenda for all meetings shall be made available to the public no later than twenty-four (24) hours prior to the meeting with the exception of an Emergency Called Meeting, then it shall be made available to the public as soon as possible.
- D. The order of business listed in any published agenda may be changed when it seems advisable to a majority of the Commission.

2.6.1 Consent Agenda – A consensus of the Board may be obtained verbally or in written format by staff regarding items that require action prior to the next regularly scheduled Commission meeting (i.e. emergency road closure). These items will be placed on the agenda of the next regularly scheduled Commission meeting for a vote by the Board to confirm said action. Items on the consent agenda may be voted on en gross.

2.6.2 Supplemental Agenda - After the cutoff time for the Regular Meetings/Public Hearings, and Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Administrator, County Attorney or any two (2) Commissioners. Any item added to the agenda after the cutoff time, but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted in to the Commissioners' agenda packets if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda packets because of time constraints, the party(ies) seeking the late addition shall be required to utilize best effort to distribute backup documentation to the Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 2.6.3.

2.6.3 Non-Agenda Items – These items may be deemed by two (2) Commissioners, the County Administrator, or the County Attorney to require urgent or time sensitive attention but have not been placed on the published agenda. Such a non-agenda item may be added to any

Regular Meeting/Public Hearing or Work Session meeting supplemental agenda subject to the following conditions:

- a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.
- b. A majority vote shall be required to add a non-agenda item.

2.7 VOTING

All votes shall be taken by electronic vote, show of hand, or verbal pronouncement. Formal voting on Board matters will ordinarily occur during a Regular Meeting/Public Hearing or a Special Called Meeting. Any votes taken during a Work Session will ordinarily be for the purpose of authorizing placement of such item on the agenda of a Regular Meeting/Public Hearing, or to give instructions to staff regarding preparation of an item for an agenda of a Regular Meeting/Public Hearing. In the event that a Work Session agenda item is declared time sensitive, by any two (2) Commissioners, County Administrator, or County Attorney, then a substantive, binding and final vote may be taken during a Work Session.

- 2.7.1 Effect of Approval/Denial** – An affirmative majority vote shall be required to adopt a motion unless otherwise noted in this document. If a motion to approve an item is defeated by the vote, the vote does not constitute an affirmative denial of the item. Instead a motion to deny should immediately follow to bring closure to the item. Likewise, if a motion to deny is defeated by the vote, the vote does not constitute an affirmative approval of the item. Instead, a motion to approve should immediately follow to bring closure to the item.
- 2.7.2 Tie Vote** – A tie vote on a motion shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.
- 2.7.3 Abstention** – No Commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such Commissioner, there is or appears to be a possible conflict of interest as described in Chapter 2, Article II, Section 2-32 of the Coweta County Code of Ordinances. In such cases, the abstaining Commissioner shall give his/her reason for abstaining.

2.8 PUBLIC PARTICIPATION

The Coweta County Board of Commissioners welcomes visitors to Board meetings and is willing to hear any person or persons desiring to appear before the Board during the time set aside for public comments.

- 2.8.1 Public Comments** – Persons wishing to address the Board shall do so during the Public Comment Portions of the agenda. There shall be two (2) Public Comment Portions at each Regular Meeting of the Board of Commissioners. The first Public Comment Portion shall occur at the beginning of each Regular Meeting regarding items that are ON the Agenda. The second Public Comment Portion will occur prior to adjournment regarding items that are NOT on the Agenda.

A maximum of twenty (20) speakers, ten (10) at the beginning and ten (10) at the second portion, shall be allowed to address the Board at each Regular Meeting. Prior to speaking, each speaker shall sign-up to do so prior to start of the meeting. Each speaker will be called to address the Board based on a first-come basis. No prior reservations will be taken for these slots. Each speaker will be allotted a maximum of three (3) minutes for a verbal presentation.

- 2.8.2 Manner of Addressing the Commission** – All persons shall address the Commission in the following manner:
- a. State his/her name and address
 - b. The speaker shall be required to state:
 - i. Whether he/she is speaking for himself/herself or for another;
 - ii. If he/she represents an organization or represents a policy established by an organization or governing body and whether he/she is being compensated by the person(s) for whom he/she speaks;
 - iii. Whether he/she or any member of his/her immediate family has a personal interest in the pending matter
- 2.8.3 Directing of Comments** - All remarks shall be directed to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.
- 2.8.4 Questions by Commissioners** – Questions from Commissioners may be asked for clarification. However, no person shall be allowed to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair.
- 2.8.5 Public Hearings** - Persons wishing to address the Board of Commissioners during Public Hearings will be heard. Prior to speaking, each speaker

shall sign-up to do so prior to the start of the meeting. Each speaker will be called to address the Board on a first-come basis. No prior reservations shall be taken for these spots.

- a. In addition to the presentation by Community Development, an applicant or his/her representative shall be allotted a total of ten (10) minutes for their presentation, including time for rebuttal. Speakers other than the applicant or his/her representative will be called to address the Board based upon the order in which they signed up to speak prior to the start of the meeting.
- b. Each speaker will be allotted a maximum of three (3) minutes. Proponents and opponents of a particular item shall be afforded a maximum of twenty (20) minutes (per side).
- c. Said time limit per person may be lengthened or shortened for a given speaker, or for all speakers on a given matter, or for all speakers in a given meeting, by a majority vote of the Commission.

2.9 APPOINTMENTS BY THE BOARD

2.9.1 Appointments by the Chair – Appointments to certain committees are reserved for the sitting Chair. These appointments are generally made at the first Commission meeting of the year.

2.9.2 Appointments by District to Other Boards/Authorities/Committee

- a. When it has been determined, that a vacancy exists on a board/authority/committee, and a Commissioner nominates a candidate for a position on such, said candidate must be elected by a majority vote of the Board.
- b. If the nominee fails to receive a majority vote, the Commissioner who made the nomination may nominate another candidate(s) until the position is filled by majority vote.

3.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

- 3.1 **Adherence to the Agenda** – In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.
- 3.2 **Commissioner Comment Period** – Concerning the opportunity for Commissioners to address the public at Regular Meetings/Public Meetings or Work Sessions:
 - a. Each Commissioner shall have an opportunity to address the public on any topic during the announcements portion of the Board's Regular Meeting/Public Hearing or Work Session for no more than five (5) minutes.
 - b. During these remarks, a Commissioner must observe the same rules of decorum as those below in Section 3.3 and may be called to order by the Chair or another Commissioner if there is a breach of those applicable rules;
 - c. A Commissioner may not use this time to interrogate another Commissioner, staff, or citizens. No one shall attempt to enter into discussion with a Commissioner who has chosen to avail himself/herself of this opportunity to share his/her opinions with the public.
- 3.3 **Discussion of the Issue** – In discussion, a Commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another Commissioner or staff. The issue, and not a person shall be the item under discussion.
- 3.4 **Call to Order, Remarks** – The Chair shall immediately call as "out of order" any remarks made regarding comments outside the issue being addressed; or another Commissioner may call this breach of procedure to the attention of the Chair and other Commissioners. In either case, the errant Commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the issue.
- 3.5 **Discussion Through the Chair** – All discussion shall be made through the Chair, and one Commissioner may not interrogate another Commissioner

or person speaking from the public except through the Chair (or with the permission of the Chair).

- 3.6 **Equal Opportunity** – After a Commissioner has spoken or asked questions on a matter before the Commission, other Commissioners shall be given the opportunity to speak. If no Commissioner wishes to speak to the issue, the Commissioner may continue speaking to the issue.
- 3.7 **Disruptions** – During discussion or voting, a Commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.
- 3.8 **Call to Order, Actions** – The Chair may rule as “out of order” any action(s) deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the Chair. The Chair shall say, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the merits of the agenda item.”

4.0 PROCEDURE IN MEETINGS

Prior to taking the vote, the Chair, or at his/her request, the Clerk shall re-state the motion (or resolution) or its substance.

4.1 MOTIONS

4.1.1 Main Motions – A main motion shall be a motion whose introduction brings business before the Commission.

- d. Possible dispositions of such main motion assumed by the Chair include:
 - 1. Adopt/Approve/Grant;
 - 2. Amend and adopt with amendments (or stipulations);
 - 3. Defeat (or deny);
 - 4. Hold/defer until a definite time
 - 5. Refer back to staff/committee; or refer to staff committee;
- e. Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 4.3) may also be applied to such main motions.

4.1.2 Amending/Restating – Concerning the amending/restating of particular motions:

- a. If a Commissioner feels that the main motion might be more acceptable in a way other than the way presented, the Commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendment shall be:
 - 1. One which is not germane;
 - 2. One which would make the adoption of the amended motion equivalent to a rejection of the motion;
 - 3. One which is frivolous or absurd

- 4.1.3 Postponement, Deferring/Tabling, Moving or Removing of Agenda Items** – During adoption of the agenda for either a Regular Meeting, Public Hearing or Work Session, a majority vote shall be required to postpone, defer, table, move or remove any published agenda item.
- 4.1.4 Refer** – If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, refer the motion to staff (or agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred, to whom it shall be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.
- 4.1.5 Hold to a Time Certain (Postpone/Defer)** – A motion to hold to a time certain (postpone/defer) may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be the motion which was on the floor prior to the motion to hold.
- The continuation of a Public Hearing will be allowed provided it is postponed to a certain date.
- 4.1.6 Call the Question** – A Commissioner may “call the question” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a majority vote to adopt.
- 4.1.7 Question of Privilege** – If any matters occur such as to impede a Commissioner in attending to business (i.e. too much noise, malfunctioning microphone, matters affecting safety, orderliness, or comfort of the Commissioners, or affecting the honor of an individual Commissioner), such Commissioner may state to the Chair that he/she has a question of privilege and the matter must be addressed before the

pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.

- 4.1.8 Recess** – A recess may be taken as it appears on the agenda or declared by the Chair when he/she deems it advisable or by a motion from a Commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.
- 4.1.9 Adjourn** – The motion to adjourn requires a majority vote. If all business on the agenda has been completed, the Chairman shall call for a motion to adjourn the meeting.

4.2 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a Commissioner wishes to bring a matter back to the Board which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted.

- 4.2.1 Motions to Amend a Previously Adopted Issue** – If a Commissioner wishes to amend an action taken at a previous meeting, the motion to amend something previously adopted shall be followed and may be used by any Commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted.

A motion to amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo (the unexecuted part of an order, however, can be amended).

- 4.2.2 Reconsider the Vote** – If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any Commissioner may move to reconsider the vote, regardless of how he/she originally voted on the matter. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken.
- 4.2.3 Rescind** – If a Commissioner wishes to annul an action taken at a previous meeting, the motion to rescind may be used by any Commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the

intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. The motion to reconsider is made (i.e. at the same meeting)
- b. The motion to reconsider was taken and lost;
- c. The matter is routine and only part of the action needs to be changed, in which case the motion to amend something previously adopted shall be used;
- d. Something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo (the unexecuted part of an order, however, can be rescinded)

4.3 INCIDENTAL MOTIONS

Incidental motions shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

4.3.1 Point of Information – A point of information is a request, directed to or through the Chair, for information relevant to the business at hand, but not related to parliamentary procedure.

4.3.2 Point of Order – A Commissioner may call for a point of order if he/she believes that the Chair has failed to notice a breach in the rules. The point of order shall require the Chair to make a ruling on the question involved.

4.3.3 Appeal the Chair's Decision – Whenever a Commissioner believes that the Chair is mistaken in his/her ruling, a Commissioner may appeal the Chair's decision. An appeal shall require a second and shall be debatable with the Chair speaking first to explain his/her ruling. The Chair may also close out the debate with a statement defending the ruling. An appeal may only be made on a ruling and may not be made:

- a. In response to a parliamentary inquiry or point of information
- b. In areas that challenge verifiable rulings of factual nature

The Chair shall state the motion as, "Shall the Chair's decision be sustained"? At tie vote shall sustain the Chair because a majority of those voting shall be required to overturn the Chair's ruling.

4.3.4 Parliamentary Inquiry – A parliamentary inquiry is a question directed to the Chair to obtain information on a matter of parliamentary law or the rules of the Commission. The Chair will answer such questions or may

ask the county attorney or parliamentarian for an opinion. The Chair's reply, whether or not he/she has requested advice from the county attorney or the parliamentarian, is an opinion, not a ruling. The Chair is not obligated to respond to hypothetical questions.

- 4.3.5 Divide the Motion** – If the motion presented contains two (2) or more parts capable of standing as separate motions, a Commissioner may move to divide the motion.
- 4.3.6 Consider by Paragraph** – If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to discuss by paragraphs, sections, or numbered agenda items under a tab, may be made.
- 4.3.7 Request to Withdraw a Motion** – Once a motion has been made and seconded, it belongs to the entire Commission and not to the maker of the motion; therefore, if a Commissioner wishes to withdraw a motion that is officially before the Board, action of the Board must be taken in either of the following ways:
 - a. The Chair may ask the Board if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn by unanimous consent.
 - b. If there is an objection to the motion being withdrawn, the Chair shall take an official vote.
- 4.3.8 Consider en Gross** – If a Commissioner feels that time could be saved by acting on a group of agenda items, he/she may move that it be considered en gross.

5.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the Chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

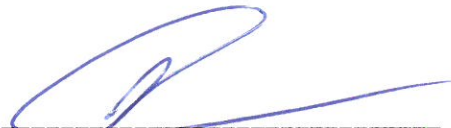
6.0 PARLIAMENTARY AUTHORITY

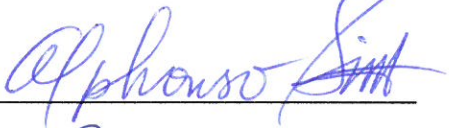
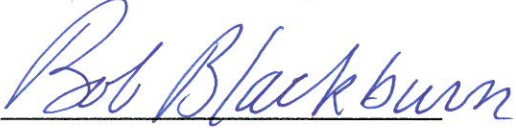
The latest edition of “Robert’s Rules of Order Newly Revised’ shall govern meetings of the Coweta County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

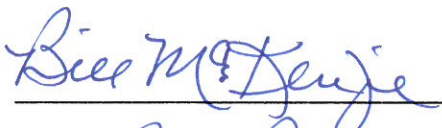
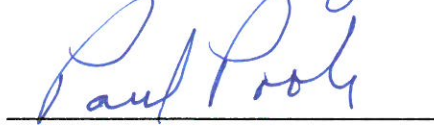
7.0 AMENDMENTS

These rules may be amended by a majority vote of the Commission following a duly advertised Public Hearing of the Board, provided that notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

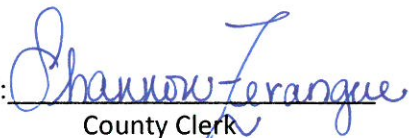
SO ADOPTED IN LAWFULLY ASSEMBLED, OPEN SESSION AFTER PUBLIC NOTICE THIS 5th DAY OF JANUARY, 2023 TO BECOME EFFECTIVE IMMEDIATELY.


Chairman

Attest:


County Clerk

Sec. 293. Hearings on proposed zoning amendments, procedures.

The board of commissioners shall hold a public hearing on zoning amendment petitions in compliance with Georgia law.

The calling, governing and conducting of hearings shall be accomplished in accordance with ~~the following policies and procedures:~~ Georgia law and the Rules Governing Commission meetings as adopted by the Board of Commissioners.

- ~~(1) If any person desires a stenographic record of the proceedings, such person shall make his own arrangements for such and inform the clerk of the board of commissioners of his intention to arrange for a stenographic record of the proceedings.~~
- ~~(2) The chairman shall indicate that a public hearing has been called for the consideration of zoning decisions. Thereupon the board of commissioners shall consider each application on an individual basis.~~
- ~~(3) When an application comes up for review, the chairman may, but shall not be obligated to, ask for a show of hands for those persons who appear in support of/opposition to the petition. If it appears that the number of persons wishing to appear in support of/opposition to the petition is in excess of that which may reasonably be heard, the chairman may request that a spokesman for the group be chosen so that the entire presentation of the positions of those in support of/opposition to the petition shall not exceed 30 minutes.~~
- ~~(4) After the comments and concerns of the public have been heard, the board of commissioners may thereupon request a report from the officer or agents of the county.~~
- ~~(5) The applicant for the zoning amendment shall be allowed a short opportunity for rebuttal and final comment.~~
- ~~(6) After the above procedures have been completed, the chairman will indicate that the public hearing is formally closed.~~
- ~~(7) After the public hearing is closed, the board of commissioners may immediately thereafter vote upon the proposed change or the board may delay their vote to a subsequent meeting.~~

~~{Ord. No. 000-11, 1-18-11}~~



Transportation & Engineering

To: Coweta County Board of Commissioners

From: Tod Handley, Public Works Director

Date: 1/25/2023

RE: Proposed Abandonment of a Portion of Old Hwy 29 - 2nd District

Issue: Proposed Abandonment of Old Hwy 29

Discussion: In conjunction with the construction of Interstate 85, a portion of the alignment of SR 14/US 29 was shifted to the east, to its current location at the interchange now designated as Exit 41. In 1979, the old alignment of SR 14/US 29 was conveyed to Coweta County by the Georgia Department of Transportation (GDOT).

From that conveyance by GDOT in 1979 until the construction of Bridgeport Parkway was completed, the section of Old Hwy 29 south of Interstate 85 was maintained by the County to provide access to the Camp Road railroad crossing and the property west of the CSX Railroad.

Since Bridgeport Parkway now provides a grade-separated access to the property west of the railroad and the portion of Old Hwy 29 now serves no useful purpose, the adjoining property owner has requested that this portion of the road be formally abandoned and closed to public access.

Staff requests that the Board set a Public Hearing to consider the abandonment and closure of a portion of Old Hwy 29. Since the section of the roadway to be abandoned is located within the right-of-way of CSX Railroad, the abandonment process is being carried out in order to officially close the road. No transfer of property or right-of-way will take place in association with this abandonment.

Recommendation: Staff recommends that the Board set a Public Hearing on March 7, 2023 at 6:00 p.m. regarding a proposed abandonment of a portion of Old Hwy 29.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

FILE 66(146)

OFFICE Chamblee

DATE September 10, 1979

FROM *per* Robert E. Bowling, P.E., Chief, Office of Statewide Systems Planning

TO See DISTRIBUTION

SUBJECT Changes to the State Highway System in Coweta County, State Route 14

Certain changes have been made to the State Highway System in Coweta County by removal and addition.

These changes became effective August 31, 1979 by Order Number 1663 of the Commissioner of the Department of Transportation as shown on the attached sketch map number 1663.

GLW:jk
Attachments

DISTRIBUTION: Emma L. Williams; Bill Florence; Carl Sexton; Mary Shaw; Ann Bowen; Mike Wheeler; Doug Weems; Frank Tibbetts; Joseph I. Lindsey; Darrell Elwell; Harlus Coody; Cliff Moye; Allen Childers; Robert L. Alston; Loy Carver; H. T. Bacon; Archie C. Burnham, Jr.; J. J. Dubberly; John T. Kratzer; Charles D. Jones; O. H. Roberts; Drew A. Brown; Ernest F. Conroy; James D. McGee; William C. Bryant; Ken Copeland; Rodney R. Tarrer; Winn A. Guthrie; Bruce Higgins; Charles R. Ogletree (2); Floyd E. Hardy; Stanley Lord (5); Brenda English-Thomast; Accident Reporting (10); Luke Cousins

Attachment: 523-Coweta (13619 : Proposed Abandonment of Old Hwy 29)

Recd
8-14-79
2pm
File # 146

GEORGIA, FULTON COUNTY

TO THE BOARD OF COMMISSIONERS OF COWETA COUNTY

WHEREAS, the Commissioner of the Department of Transportation, under the authority vested in him pursuant to the Laws of the State of Georgia and in compliance with the aforementioned authority, does hereby notify that it is the intention of the Commissioner of the Department of Transportation to approve an Order after due notification as required by law, and by which Order, the State Highway System will be revised by removal and addition in Coweta County as described as follows:

REMOVAL:

Remove from the State Highway System a section of State Route 14 that has been paved on better alignment, beginning at a point approximately 0.4 mile south of I-85 (SR-403) in Coweta County; thence northwesterly along old alignment of State Route 14, a part of which has been obliterated by construction of Project I85-1(38)41, to a point approximately 0.3 mile north of I-85.

A total removal of approximately 0.7 mile in Coweta County.

ADDITION:

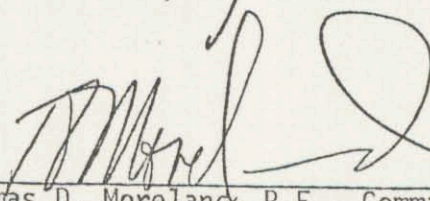
Add to the State Highway System as State Route 14 a section of roadway beginning at a point approximately 0.6 mile south of I-85 in Coweta County; thence northeasterly and northwesterly along the new alignment of State Route 14 to a point approximately 0.5 mile north of I-85.

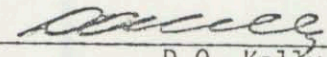
A total addition of approximately 1.1 mile in Coweta County.

The foregoing descriptions are in conformity with sketch map number 1663 appearing in the General Office files of the Department of Transportation and reference is made to the attached copy of this map for a more complete description.

You are further notified that upon approval of the aforesaid order, the above described section of State Route 14 that is removed from the State Highway System, shall revert to Coweta County for maintenance, excepting such parts as required for protection of roadbeds or rights-of-way of the State Highway System.

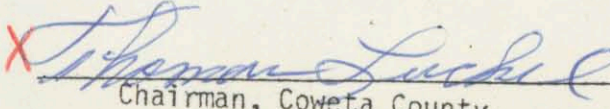
This the 24th day of May, 1979


Thomas D. Moreland, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: 
D.O. Kelly
Secretary and Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

The above and foregoing notice of intention has been received and service of said notice acknowledged.

This the 7th day of August, 1979


Chairman, Coweta County

To be returned to this office after signature

RESOLUTION

GEORGIA, Coweta County

WHEREAS, the Commissioners of Coweta County have been duly notified by Notice of Intent Number 1663 that the Georgia Department of Transportation intends to remove a section of State Route 14 from the State Highway System that has been relocated and paved on better alignment, section thereof being located in Coweta County consisting of approximately 0.7 mile, as described in Notice of Intent Number 1663;

THEREFORE, BE IT RESOLVED by the Commissioners of Coweta County that Coweta County is willing to take over and maintain those sections of State Route 14 shown in red on the sketch map attached to Notice of Intent Number 1663 and described as follows:

"Beginning on State Route 14 at a point approximately 0.5 mile south of I-85; thence northwesterly along old alignment of SR-14 to its termination south of I-85; a distance of approximately 0.4 mile."

"Beginning on State Route 14 at a point approximately 0.4 mile north of I-85; thence southerly along old alignment of SR-14 to its termination north of I-85; a distance of approximately 0.3 mile."

NOW, THEREFORE, BE IT FURTHER RESOLVED that Coweta County will accept for maintenance and addition to the official County Road System of said County, the above described sections of roadway consisting of approximately 0.7 mile, and that a certified copy of this resolution be furnished the Georgia Department of Transportation.

This the 24th day of August, 1979

X Thomas Luckie
Chairman,
Coweta County Board of Commissioners

To be returned to this office after signature

RESOLUTION

GEORGIA, Coweta County.

I, X *Deanna Hunter*, Clerk of said State and County, do hereby certify that the above and foregoing is a true and correct copy of a resolution executed by the Commissioner of Coweta County on the *24th* day of *August*, 1979.

In Witness whereof, I have hereunto set my official signature and seal of said County this the *24th* day of *August*, 1979.

X *Deanna Hunter*
Clerk, Coweta County

Attachment: 523-Coweta (13619 : Proposed Abandonment of Old Hwy 29)

1663

ORDER OF THE COMMISSIONER, DEPARTMENT OF TRANSPORTATION

GEORGIA, FULTON COUNTY

WHEREAS, the Commissioner of the Department of Transportation, under the authority vested in him pursuant to the laws of the State of Georgia and in compliance with the aforementioned authority, notified the Commissioners of Coweta County by Notice of Intent dated May 24, 1979 that the State Highway System in said County would be revised by removal and addition; and

WHEREAS, the Commissioners of Coweta County notified the Department of Transportation by properly executed resolution dated August 7, 1979, that said County is willing to take over and maintain those sections of State Route 14 being removed from the State Highway System that remain public roads.

NOW, THEREFORE, in the public interest the Commissioner of the Department of Transportation does hereby order and direct that the following described sections of roadway be revised by State Highway System removal and addition in Coweta County; and it is further ordered and directed that the following described sections of State Route 14 that are removed from the State Highway System and remain public roads, revert to Coweta County for maintenance and addition to the official County Road System of said County, excepting such parts as required for protection of roadbeds and rights-of-way of the State Highway System.

REMOVAL:

Remove from the State Highway System a section of State Route 14 that has been paved on better alignment, beginning at a point approximately 0.4 mile south of I-85 (SR-403) in Coweta County; thence northwesterly along old alignment of State Route 14, a part of which has been obliterated by construction of Project I85-1(38)41, to a point approximately 0.3 mile north of I-85.

A total removal of approximately 0.7 mile in Coweta County.

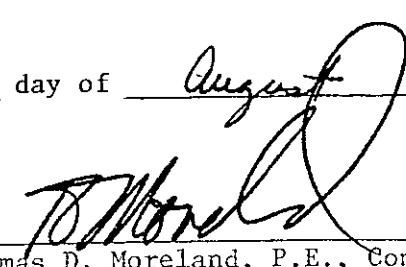
ADDITION:

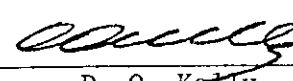
Add to the State Highway System as State Route 14 a section of roadway beginning at a point approximately 0.6 mile south of I-85 in Coweta County; thence northeasterly and northwesterly along the new alignment of State Route 14 to a point approximately 0.5 mile north of I-85.

A total addition of approximately 1.1 mile in Coweta County.

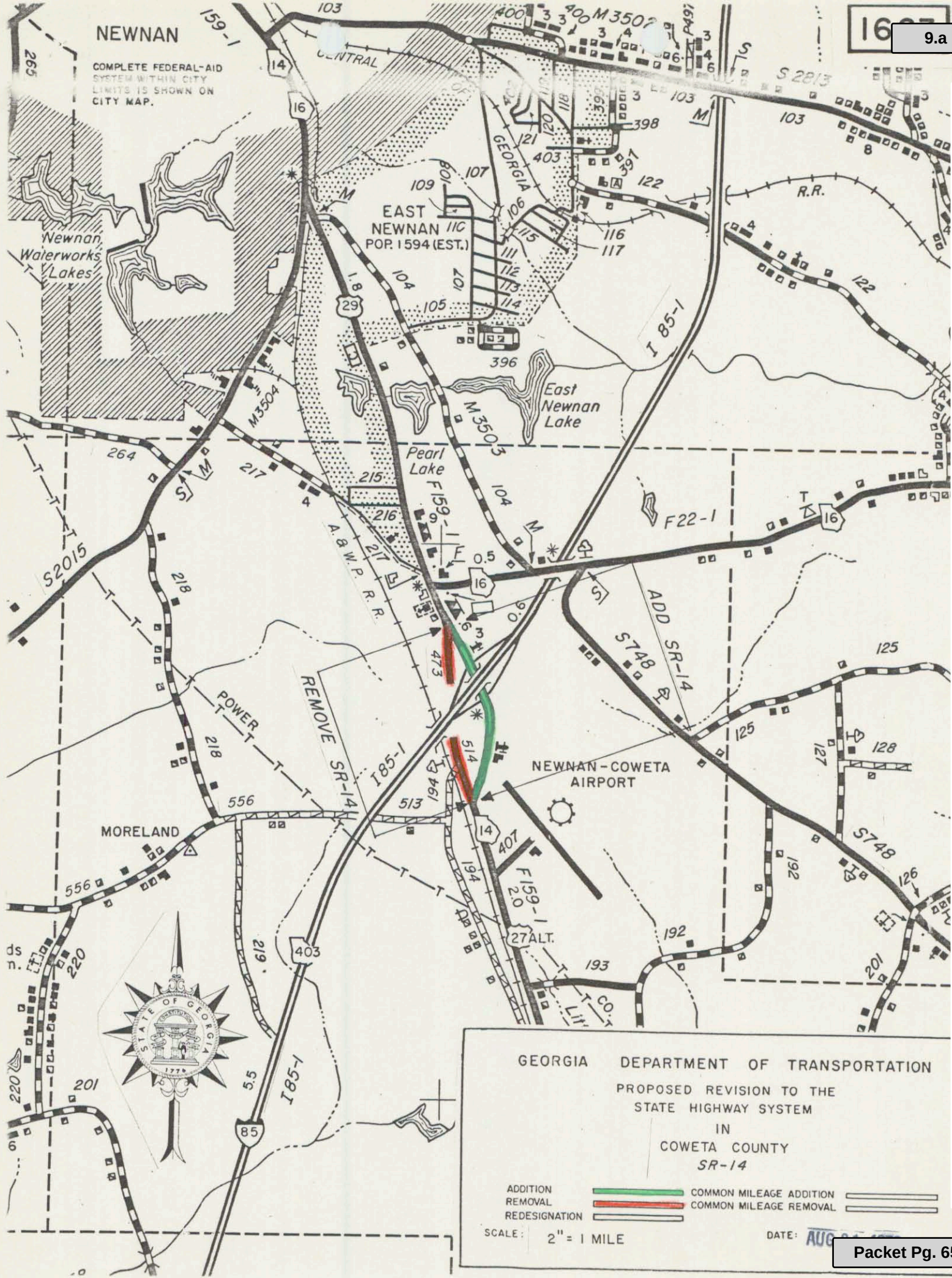
The foregoing descriptions are in conformity with sketch map number 1663 appearing in the General Office files of the Department of Transportation and reference is made to the attached copy of this map for a more complete description.

This the 31st day of August, 1979.


Thomas D. Moreland, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: 
D. O. Kelly
Secretary and Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

Attachment: 523-Coweta (13619 : Proposed Abandonment of Old Hwy 29)



Attachment: 523-Coweta (13619 : Proposed Abandonment of Old Hwy 29)

AFFP

79057- March 7th

Affidavit of PublicationSTATE OF GEORGIA }
COUNTY OF COWETA }

SS

C. Clayton Neely & Elizabeth C. Neely, being duly sworn,
says:That he is Co-Publishers of the Newnan Times-Herald, a
daily newspaper of general circulation, printed and
published in Newnan, Coweta County, Georgia; that the
publication, a copy of which is attached hereto, was

February 15, 2023, March 01, 2023

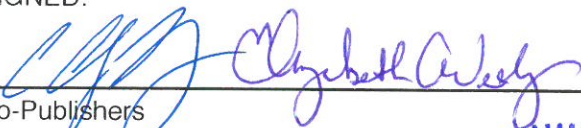
PUBLIC NOTICE

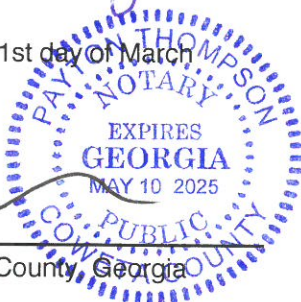
The Coweta County Board of Commissioners intends to officially abandon and close the roadway known as Old Hwy 29 that is located off of US 29 south of the interchange with I-85. The road and any associated right of way to be abandoned being more particularly described as follows: The subject road, lying and being in Land Lots 90 and 103 of the 2nd Land District, Coweta County, Georgia, beginning at its intersection with SR 14/US 29 and running in a northerly direction from that intersection for a distance of approximately 1,450 feet. A Public Hearing shall be conducted to determine if there is a valid justification for abandoning said road. Said public hearing is scheduled for March 7, 2023, at 6:00 pm in the Coweta County Commission Chambers located at 37 Perry Street, Newnan, Georgia. As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability, and will assist citizens with special needs given proper notice of 48 hours. For more information regarding this issue, please contact Chuck Lee at 770-254-2608.

No.79057-2-15&3-1

That said newspaper was regularly issued and circulated
on those dates.

SIGNED:


 Co-Publishers
Subscribed to and sworn to me this 1st day of March
2023.

 Payton Thompson, Notary, Coweta County, Georgia


My commission expires: May 10, 2025

02103074 00134740

 Renee Arnold
 Coweta County Public Works
 70 Selt Road
 NEWNAN, GA 30263

Attachment: 2023.Publisher's Affidavit.Abandon Old Hwy 29 (13619 : Proposed Abandonment of Old Hwy 29)

**RESOLUTION AND ORDER FOR THE ABANDONMENT
AND DISPOSITION OF RIGHT-OF-WAY
OF A COUNTY PUBLIC ROAD**

WHEREAS, the Board of Commissioners of Coweta County, Georgia, has determined that a portion of certain county road, known as Old Hwy 29, is not used by the public to the extent that no substantial purpose is served by it; and

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the health, safety, morals, and welfare of the public to abandon portions of said right-of-way pursuant to O.C.G.A. § 32-7-2; and

NOW THEREFORE, be it resolved by the Board of Commissioners of Coweta County, Georgia and it is hereby resolved and ordered by the authority of the same that:

1.

The portion of Old Hwy 29 north of the intersection with US 29, beginning at the right-of-way of US 29 and extending for a distance of 1,335+/- feet to the right-of-way of Bridgeport Parkway. Said section of roadway located in Land District 2, Land Lots 90 and 103 of Coweta County, Georgia, and as depicted on Exhibit "A" attached hereto, is hereby abandoned pursuant to O.C.G.A. § 32-7-1 et seq.

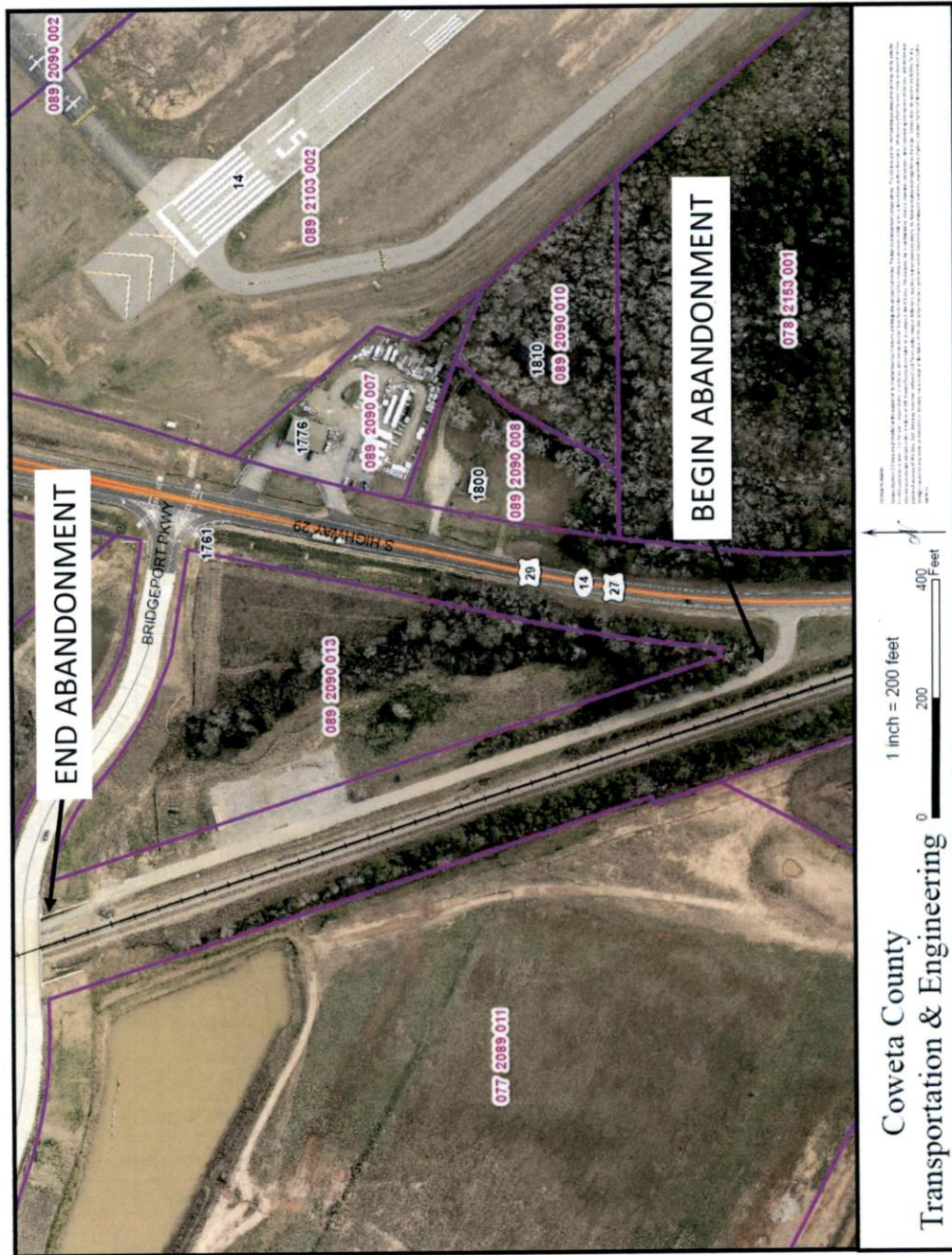
SO RESOLVED, in lawfully assembled open session, this 7th day of March, 2023.

Chairman

Attest: _____
County Clerk

Attachment: 2023.Resolution.Abandon a Portion of Old Hwy 29 (13619 : Proposed Abandonment of Old Hwy 29)

EXHIBIT "A"





Community Development

To: Coweta County Board of Commissioners

From: Jonathan Amason, Community Development Director

Date: 2/3/2023

RE: Acceptance of Roadway for Property Located in Orchard Hills Business Park - Campus Drive - 2nd District

Issue: Acceptance of Roadway for property located in Orchard Hills Business Park.

Discussion: Orchard Hills Land, LLC submits the attached warranty deed for acceptance by the Board of Commissioners.

In addition, the grading, storm drainage, curb and gutter, and street base has been completed for the following streets in accordance with Coweta County regulations:

1. Campus Drive (5,246.27 LF)

The developer has posted maintenance bonds in the following amount to cover any defects in materials or workmanship that may occur within six (6) years of acceptance:

- | | |
|---------------------|---------------------------------|
| 1. Maintenance Bond | \$95,044.00 |
| 2. Maintenance Bond | \$12,795.00 [six (6) year term] |

The County Attorney has reviewed and approved the legal documents prior to submittal to the Board of Commissioners.

Recommendation: Staff recommends that the Board accept the roadway and associated drainage structures and right-of-way into the Coweta County Public Roads System and place the constructed improvements into a six (6) year maintenance period.

Control Number : 18031062

STATE OF GEORGIA**Secretary of State****Corporations Division****313 West Tower****2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530****CERTIFICATE OF INCORPORATION**

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Orchard Hills Owners Association, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/12/2018** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/14/2018**.



Brian P. Kemp
Secretary of State

Attachment: Artl of Inc. OA (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 3/12/2018 1:42:56 PM

BUSINESS INFORMATION

CONTROL NUMBER 18031062
BUSINESS NAME Orchard Hills Owners Association, Inc.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 03/12/2018

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

PRINCIPAL OFFICE ADDRESS

ADDRESS 6255 Barfield Road, Suite 140, Atlanta, GA, 30328, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
David N. Dorough, Jr.	160 Clairemont Avenue, Suite 650, Decatur, GA, 30030, USA

INCORPORATOR(S)

NAME	TITLE	ADDRESS
David N. Dorough, Jr.	INCORPORATOR	160 Clairemont Avenue, Suite 650, Decatur, GA, 30030, USA

MEMBER INFORMATION

The corporation will have members.

OPTIONAL PROVISIONS

I. Purposes and Powers. A. Orchard Hills Owners Association, Inc. ("Association") does not contemplate pecuniary gain or profit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are: 1. to be and constitute the Association to which reference is made in the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Orchard Hills Industrial Park (hereinafter the "Declaration"), recorded or to be recorded in the Records of the Clerk of Superior Court of Coweta County, Georgia, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, in the Bylaws of the Association ("Bylaws") and as provided by law; and 2. to provide an entity for the furtherance of the interests of the Owners in the Community. B. In furtherance of its purposes, the Association shall have all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time, which, unless indicated otherwise in these Articles, the Declaration or the Bylaws, may be exercised by the Board of Directors. II. Membership. The Association shall be a membership corporation without certificates or shares of stock. Each record Owner of a Site subject to the Declaration is a member and shall be entitled to vote as set forth herein, in the Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Site. III. Board of Directors. The business and affairs of the Association shall be governed by a board of directors, the number, qualification and method of election of which shall be as set forth in the Bylaws. IV.

Indemnification. The Association shall indemnify to the fullest extent permitted by the Georgia Nonprofit Corporation Code any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association. In addition, the Association shall pay for or reimburse any expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the Georgia Nonprofit Corporation Code. V. Liability of Directors. To the fullest extent that the Georgia Nonprofit Corporation Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of the Association shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to

any acts or omissions of such director occurring prior to such amendment or repeal. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Association with reference to any event or events preceding or state of facts existing at the time of such repeal or modification.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE David N. Dorough, Jr.
AUTHORIZER TITLE Incorporator



Ownership and Encumbrance Report

First American Issuing Office: First American Title Insurance Company
National Commercial Services
3455 Peachtree Road NE, Suite 1700
Atlanta, Georgia 30326

Prepared for: First American Title Insurance Company
National Commercial Services
1380 17th Street
Denver, CO 80202

First American File No.: NCS 1159175

Parameters of Search:

This examination was limited to the determination of the current owner, open security instruments of record, taxes, and liens/judgments encumbering the property described in Exhibit A attached hereto for reference. No examination was made to reveal easements, agreements, covenants, or any other matters of record except for those noted above.

This examination was limited to a search of the property described in Exhibit A (attached hereto for reference) from January 5, 2015 to December 7, 2022, the current Effective Date for the Coweta County, Georgia Clerk of Superior Court.

Owner of Record:

Fee interest in the land described is **vested in: Orchard Hills Land, LLC, a Georgia limited liability company** by virtue of the following:

Limited Warranty Deed from Woods Hill Newnan LLC, a Georgia limited liability company, dated January 5, 2015, and recorded January 7, 2015 in Deed [Book 4169, Page 518](#), Coweta County, Georgia Records; and

Quitclaim Deed from Woods Hill Newnan LLC, a Georgia limited liability company, dated January 5, 2015, and recorded January 7, 2015 in Deed [Book 4169, Page 522](#), aforesaid records.

Legal Description of the Subject Property:

See Exhibit A.

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)



Ownership and Encumbrance Report

Matters found of Record:

Matters found in the Deed Indices during the search period:

No items found during the search period.

Matters found in the Lien Indices during the search period:

1. Notice of Commencement against Orchard Hills Land LLC in favor of Catamount Constructors, Inc., dated October 26, 2022, and recorded October 26, 2022 in Lien Book 256, Page 207, aforesaid records.

Matters found in the Superior Court Suits docket during the search period

No items found during the search period.

Matters found in the Georgia Centralized UCC Index:

No items found during the search period.

Taxes:

The 2022 State and Coweta County, Georgia taxes were paid in the amount of \$1,370.78 for Tax Map Reference No. 088 2059 001.



Ownership and Encumbrance Report

Note: All of the recording information contained herein refers to the Public Records of Coweta County, Georgia, unless otherwise indicated. Any reference to a Book and Page or Instrument Number is a reference to the Official Records of said county, unless indicated to the contrary.

This Ownership and Encumbrance Report is a search limited to the records of the Clerk of Superior Court for Coweta County, Georgia and to the parameters recited above, from January 5, 2015 to the **current Effective Date of December 7, 2022**. Liability for any incorrect information contained in this Report is limited (1) to the person to whom the Report is directed, and (2) to a maximum of \$150.00. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.

First American Title Insurance Company

By: William Ogden

Dated: December 20, 2022

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)



Ownership and Encumbrance Report

Exhibit A

Orchard Hills Campus Drive - ROW (2022) Legal Descriptions

Commencing at a point, a concrete right of way marker found monumenting the northeast intersection of right of ways for I-85 & S.R.16 as shown on State right of way plans for project I-85-1(51)41 dated March 1, 1966, thence N 82°42'47" E, 2,038.60 feet to a point, said point being the POINT OF BEGINNING;

thence N 22°23'53" E, 62.51 feet
 thence N 8°25'30" W, 2388.27 feet
 thence along an arc 389.66 feet, having a radius of 545.00 feet the chord of which is N 12°03'28" E, 381.42 feet
 thence N 32°32'25" E, 1689.31 feet
 thence along an arc 618.91 feet, having a radius of 2854.61 feet the chord of which is N 26°19'45" E, 617.69 feet
 thence N 20°07'05" E, 242.82 feet
 thence S 2°04'42" E, 238.23 feet
 thence S 20°07'05" W, 22.24 feet
 thence along an arc 638.42 feet, having a radius of 2944.61 feet the chord of which is S 26°19'45" W, 637.17 feet
 thence S 32°32'25" W, 1689.31 feet
 thence along an arc 325.32 feet, having a radius of 455.00 feet the chord of which is S 12°03'28" W, 318.43 feet
 thence S 8°25'30" E, 2388.29 feet
 thence S 39°30'17" E, 62.98 feet
 thence S 81°35'10" W, 190.00 feet and the POINT OF BEGINNING.

The above described parcel contains 10.90 acres

Attachment: Cert of Title (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

Please record and return to:
 Coweta County
 Community Development
 22 East Broad St.
 Newnan, Ga. 30263

Tax Parcel Numbers(s): Portion of 088 2059 001

STATE OF GEORGIA)

) ss:

COUNTY OF COWETA)

LIMITED WARRANTY DEED

[Georgia]

THIS INDENTURE, made as of this 21 day of February, 2023, between ORCHARD HILLS LAND, LLC, a Georgia limited liability company (herein, "Grantor"), whose address is PO Box 76550 Sandy Springs GA, and COWETA COUNTY, a political subdivision of the State of Georgia ("Grantee"), whose address is 22 E Broad St. Newnan, GA (herein, "Grantor"; the words "Grantor" and "Grantee" to include its respective heirs, successors and assigns where the context requires or permits);

WITNESSETH That:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged by the parties, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto said Grantee, fee simple title to all that tract or parcel of land lying and being a portion of Land Lot 59, 2nd District in Coweta County, Georgia, being more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (hereinafter, the "Property").

TO HAVE AND TO HOLD said Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of said Grantee, forever, in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto said Grantee against the claims of all persons and entities whomsoever claiming by, through or under Grantor (but not otherwise) subject to those matters set forth hereinabove.

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed as of the date and year first above written.

GRANTOR:

ORCHARD HILLS LAND, LLC,
a Georgia limited liability company

By: *John T. Bourbonnais*
Name: JOHN T. BOURBONNAIS
Title: MEMBER

Signed, sealed and delivered
this 1 day of Feb
2023 in the presence of:

Matthew
Unofficial Witness

STATE OF Georgia
CITY/COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 1st day of February, 2023, by JOHN BOURBONNAIS who personally appeared before me and who signed the above referenced instrument in my presence, as MEMBER of Orchard Hills Land, LLC, a Georgia limited liability company, on behalf of said limited liability company.

Jennifer Leah Milush
Notary Public

(NOTARY SEAL)

My Commission Expires:
8/24/2024



Exhibit A
Orchard Hills
Campus Drive - ROW
(2022) Legal Descriptions

All that tract or parcel of land lying and being in Land Lot 59 of the 2nd Land District, Coweta County, Georgia, and being more particularly described as follows:

Commencing at a point, a concrete right of way marker found monumenting the northeast intersection of right of ways for I-85 & S.R.16 as shown on State right of way plans for project I-85-1(51)41 dated March 1, 1966, thence N 82°42'47" E, 2,038.60 feet to a point, said point being the **POINT OF BEGINNING**;

thence N 22°23'53" E, 62.51 feet
thence N 8°25'30" W, 2388.27 feet
thence along an arc 389.66 feet, having a radius of 545.00 feet the chord of which is N 12°03'28" E, 381.42 feet
thence N 32°32'25" E, 1689.31 feet
thence along an arc 618.91 feet, having a radius of 2854.61 feet the chord of which is N 26°19'45" E, 617.69 feet
thence N 20°07'05" E, 242.82 feet
thence S 2°04'42" E, 238.23 feet
thence S 20°07'05" W, 22.24 feet
thence along an arc 638.42 feet, having a radius of 2944.61 feet the chord of which is S 26°19'45" W, 637.17 feet
thence S 32°32'25" W, 1689.31 feet
thence along an arc 325.32 feet, having a radius of 455.00 feet the chord of which is S 12°03'28" W, 318.43 feet
thence S 8°25'30" E, 2388.29 feet
thence S 39°30'17" E, 62.98 feet
thence S 81°35'10" W, 190.00 feet and the POINT OF BEGINNING.

The above-described parcel contains 10.90 acres

Attachment: WD RW OHBP Campus Dr (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Orchard Hills Land, LLC				Exempt Code If no exempt code enter NONE	Deed of Gi
MAILING ADDRESS (STREET & NUMBER) 6255 Barfield Rd. Ste. 140				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30328 USA		DATE OF SALE 2/21/2023		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Coweta County, Georgia				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 22 East Broad St.				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Newnan, GA 30263 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural (x) Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Campus Drive			SUITE NUMBER
COUNTY COWETA		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 088-2059-001	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 2	ACRES	LAND LOT 59	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK		DEED PAGE		PLAT BOOK PLAT PAGE

ADDITIONAL BUYERS

None

Attachment: PT-61 (13640 : Roadway Acceptance - Orchard Hills Business Park - Campus Drive)

PREPARED BY: **V&M**
Vaughn & Melton
 Consulting Engineers, Inc.
 Engineering - Surveying
 300 Chastain Center Blvd., Suite 325
 Kennesaw, Georgia 30144
 TEL: (770) 627-3590 FAX: (404) 627-3594
 V&M Contact:
 David B. Millen, RLS (404) 804-4571
 KENTUCKY NORTH CAROLINA
 606-248-6600 828-253-2796
 TENNESSEE SOUTH CAROLINA
 865-546-5800 864-574-4775
 www.vaughnmelton.com
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FINAL PLAT FOR: ORCHARD HILLS BUSINESS PARK

REPRESENTING A RETRACEMENT SURVEY OF LANDS AS SHOWN ABOVE IN LAND LOTS 37, 38, 59, 80, & 70 OF THE 2ND LAND DISTRICT IN COWETA COUNTY, GA. REFERENCE MADE TO EVIDENCE FOUND ON THE GROUND, DEEDS, AND PLATS RECORDED IN THE CLERK OF SUPERIOR COURT OFFICE, COWETA CO., GA.

ONLY AUTHENTIC REPRODUCTIONS OF THIS PLAT BEAR SEAL AND SIGNATURE OF SURVEYOR.
 Attachment: Orchard Hills FP (13540) - Roadway Acceptance - Orchard Hills Business Park - Campus Drive

STORM STRUCTURE TABLE

STR #	TYP	TOP ELEV.	INV. IN	INV. OUT
P10	DWCB	918.31	914.61	912.11
P11	DI	920.11	915.23	915.20
P12	DI	921.31	916.21	916.31
P13	SHS	925.22	N/A	922.03
P15	HW	916.33	N/A	912.88
P20	HW	919.68	916.29	N/A
P21	MH	933.74	916.65	916.48
P22	SWCB	930.22	918.41	918.23
P23	SWCB	925.60	920.05	919.81
P24	SWCB	925.40	N/A	920.30
P25	SWCB	930.32	N/A	920.71
100	HW	869.83	864.56	N/A
101	SWCB	874.15	864.79	864.69
102	SWCB	880.33	870.07	869.47
103	SWCB	886.47	874.71	874.61
104	SWCB	891.88	878.38	878.28
105	SWCB	896.86	882.26	882.16
106	SWCB	901.85	886.37	886.27
107	SWCB	905.98	893.89	893.79
108	SWCB	907.61	897.71	897.61
109	SWCB	910.59	903.14	903.04
110	SWCB	913.64	906.67	906.57
111	SWCB	916.35	908.87	908.77
112	SWCB	924.31	915.75	915.65
113	SWCB	930.07	924.33	921.16
115	DWCB	929.45	N/A	921.21
116	DWCB	929.02	920.31	920.21
119	HW	919.90	919.31	N/A
120	SWCB	874.07	N/A	868.93
121	SWCB	8803.60	N/A	874.82
122	SWCB	886.46	N/A	880.98
123	SWCB	891.86	N/A	886.44
124	SWCB	896.83	N/A	891.31
125	SWCB	902.30	N/A	896.90
127	SWCB	922.98	N/A	917.90
128	SWCB	930.24	N/A	925.01
140	HW	868.10	864.77	N/A
141	DWCB	873.37	865.31	865.21
142	DWCB	873.35	N/A	865.61
143	SWCB	875.00	868.89	868.79
144	SWCB	880.47	873.99	873.89
145	SWCB	897.01	890.66	890.56
146	SWCB	912.68	906.27	906.17
147	SWCB	923.89	917.72	917.61
148	SWCB	923.82	N/A	918.04
150	SWCB	897.51	N/A	891.48
151	SWCB	912.48	N/A	906.58

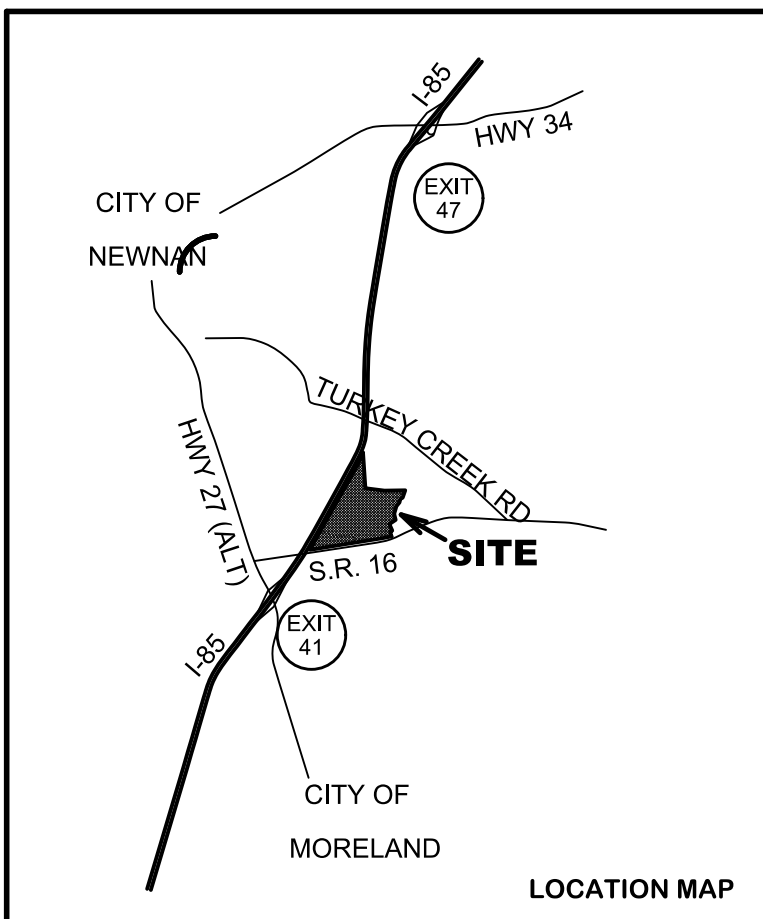
PLAT REVISION #1

THIS PLAT SUPERCEDES A PORTION OF THE PLAT RECORDED IN PLAT BOOK 100, PAGE 55 (05/13/2021)

THE PURPOSE OF THIS REVISION IS TO:
SUBDIVIDE LOTS 3 & 4 PER REVISED ZONING DISTRICTS AND NEW TRAILER LOT DEVELOPMENT

FURTHERMORE, THIS PLAT ALSO SHOWS THE NEW R/W BEING DEDICATED TO COWETA COUNTY ALONG CAMPUS DRIVE (90' R/W) BY OMITTING PREVIOUS LOTS 5 & 6 THAT WERE SHOWN AS INGRESS/EGRESS EASEMENTS, ON ORIGINAL PLAT

APPROVED BY:



TANGENT TABLE

T1 S 75°41'58" E, 32.14 feet
 T2 N 88°58'52" E, 53.88 feet
 T3 N 40°32'56" E, 43.03 feet
 T4 N 33°41'39" E, 74.26 feet
 T5 S 55°48'59" E, 40.27 feet
 T6 S 88°05'40" E, 83.12 feet
 T7 N 64°02'59" E, 54.89 feet
 T8 N 86°11'58" E, 34.40 feet
 T9 S 54°39'26" E, 20.76 feet
 T10 S 11°00'24" E, 41.04 feet
 T11 S 58°05'48" E, 27.50 feet

T12 S 88°04'16" E, 43.46 feet
 T13 N 50°33'04" E, 23.74 feet
 T14 N 13°42'56" W, 41.65 feet
 T15 N 9°12'39" E, 33.07 feet
 T16 N 31°04'53" E, 71.63 feet
 T17 N 35°47'17" E, 49.49 feet
 T18 N 28°29'29" E, 77.63 feet
 T19 N 5°18'32" E, 63.82 feet
 T20 N 23°01'47" E, 32.51 feet
 T21 N 53°36'51" E, 50.17 feet
 T22 N 70°34'04" E, 81.63 feet
 T23 S 73°09'07" E, 70.54 feet
 T24 S 58°56'39" E, 41.67 feet
 T25 S 78°56'59" E, 87.70 feet

T26 S 75°14'43" E, 52.48 feet
 T27 S 59°11'15" E, 59.91 feet
 T28 S 49°33'45" E, 34.89 feet
 T29 S 30°10'20" E, 48.72 feet
 T30 S 19°28'51" E, 59.89 feet
 T31 S 4°06'39" W, 56.94 feet

T32 S 24°47'04" E, 35.23 feet
 T33 S 42°11'08" E, 28.50 feet
 T34 N 69°51'30" E, 10.80 feet

LEGEND

- ✕ IRON PIN FOUND
- ⊗ 1/2" REBAR CAPPED PLACED
- ⊠ CONCRETE R/W MARKER
- ⊙ POWER POLE
- SURVEY PT OR CNR NOT MONUMENTED
- WOODEN WIRE FENCE
- BARBED WIRE FENCE
- WOOD RAIL FENCE
- - - CHAIN LINK FENCE
- OVERHEAD ELECTRIC
- LAND LOT LINE
- PARCEL BOUNDARY
- ADJACENT/OTHER PROPERTY LINES

P.O.B. & P.O.B. REFERENCE POINT
 CONCRETE RIGHT-OF-WAY MARKER FOUND
 MONUMENTING THE NORTHEAST INTERSECTION OF
 RIGHT OF WAYS FOR I-85 & STATE ROUTE 16 AS
 SHOWN ON STATE RIGHT OF WAY PLANS FOR
 PROJECT I-85-1(51)41 DATED MARCH 1, 1966.

CURVE TABLE

- C1 arc 325.32 feet, radius 455.00 feet
 chord N 12°03'28" E, 318.43 feet
 C2 arc 638.42 feet, radius 2944.61 feet
 chord N 26°19'45" E, 637.17 feet
 C8 arc 389.66 feet, radius 545.00 feet
 chord N 12°03'28" E, 381.42 feet
 C9 arc 618.91 feet, radius 2854.61 feet
 chord N 26°19'45" E, 617.69 feet

LOT 3F
 0.34 ACRES
 ZONING: M
 BILLBOARD LOT

LOT 2
 147.92 ACRES
 ZONING: M&LM
 AS SHOWN
 #490 CAMPUS DRIVE

LOT 3B
 19.27 ACRES
 ZONING: M

LOT 3A
 40.99 ACRES
 ZONING: M

LOT 3C
 1.66 ACRES
 ZONING: C-7

LOT 3D
 2.08 ACRES
 ZONING: C-7

LOT 1
 78.52 ACRES
 ZONING: M
 #620 CAMPUS DRIVE

90' R/W
 (CAMPUS DRIVE)
 10.90 ACRES

LOT 4B
 20.00 ACRES
 ZONING: LM

LOT 4A
 15.86 ACRES
 ZONING: C-7

CENTERLINE LENGTH OF CAMPUS DRIVE, TO BE
 ACCEPTED BY THE COUNTY: 5,246.27 LF

TOTAL RIGHT-OF-WAY BEING ACCEPTED
 BY THE COUNTY: 10.90 AC

ALL STORMWATER MANAGEMENT FACILITIES, LAKES,
 OPEN SPACE TRACTS, AND TRAILS ARE TO BE OWNED
 AND MAINTAINED BY THE PROPERTY OWNERS
 ASSOCIATION OR INDIVIDUAL PROPERTY OWNERS,
 AS SPECIFIED IN PREVIOUSLY RECORDED STORM-
 WATER MAINTENANCE AGREEMENTS, AND RELIEVES
 THE COUNTY FROM ANY MAINTENANCE RESPONSIBILITY
 OF THESE FEATURES

ALL MATTER OF TITLE ARE EXCEPTED. THIS SURVEY IS SUBJECT TO
 ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY, PUBLIC OR PRIVATE

DISTANCES SHOWN ON PLAT ARE GROUND DISTANCES

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE
 DOCUMENT(S) WHICH HEREBY BECOMES A PART OF THIS PLAT,
 DATED 3/14/2018, : RECORDED IN D.B. 4676, PG/s 4-56,
 ON 3/16/2018 IN THE COWETA COUNTY DEED RECORDS.

THEN ALSO, AS AMENDED, DATED 11/15/2013, AND RE-RECORDED IN
 D.B. 4949, PG/s 535-545, ON 11/19/2013 IN THE COWETA
 COUNTY DEED RECORDS.

NO STREET PARKING HAS
 BEEN APPROVED FOR THIS
 DEVELOPMENT

OWNERSHIP TABLE:

- LOTS 1
 PROLOGIS LOGISTICS SERVICES INCORPORATED
 LOTS 3A & 3B
 PROLOGIS, L.P.
 LOT 2
 SPIV I PROPERTY NEWNAN GA, LLC
 LOT 3F
 ORCHARD HILLS LAND, LLC
 LOT 3C, 3D & 4A
 SKYVIEW MEDIA, INC.
 LOT 4B
 CK ORCHARD HILLS, LLC
 CAMPUS DRIVE (90' R/W):
 COWETA COUNTY

GENERAL NOTES

- TOTAL NUMBER OF LOTS: 10
- TOTAL AREA: 341.197 AC
- MINIMUM LOT AREA: N/A
- MINIMUM SETBACKS ARE:
 M DISTRICT
 FSB = 75'
 SSB = 75'
 RSB = 30'
 C-7 DISTRICT
 FSB = 50'
 SSB = 10'
 RSB = 10'
 ADDITIONALLY
 135' FROM C/L ALONG S.R.16
 100' BUFFER ADJACENT TO RESIDENTIAL
 5. LOTS TO BE SERVED BY COWETA COUNTY WATER SYSTEM FOR WATER SERVICE.
 6. LOTS TO BE SERVED BY COWETA WATER AND SEWER AUTHORITY FOR SEWER SERVICE.
 7. ZONING IS: M & LM (INDUSTRIAL), AND C-7 (COMMERCIAL MAJOR RETAIL), PER #ZA 006-16.
 8. BOUNDARY AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM A PLAT PREPARED BY
 VAUGHN & MELTON FOR ORCHARD HILLS LAND, DATED 12/15/2014, AND A PLAT BY
 VAUGHN & MELTON FOR PROLOGIS L.P., et al, LAST DATED 07/17/2017
 9. ACCORDING TO F.I.R.M. 13077C0234 D DATED FEB. 6, 2013, A PORTION OF THIS PROPERTY
 DOES LIE WITHIN A FLOOD HAZARD AREA, ALONG TURKEY CREEK.
 10. AREA WITHIN RIGHT-OF-WAY: 10.90 AC.
 13. 5' INTERNAL SIDEWALKS TO BE INSTALLED ALONG INTERNAL ROADS WITHIN THE DEVELOPMENT.
 7' SIDEWALK & 20' LANDSCAPE EASEMENTS, AS SHOWN, TO BE DEVELOPED AS EACH LOT IS
 COMPLETED, PRIOR TO A C.O. BEING ISSUED FOR THAT LOT.
 14. THERE ARE STATE WATERS ON THIS SITE, AS SHOWN.
 15. TAX PARCEL ID NUMBERS ARE: 088 2059 001 & 088 2059 002 & 088 2059 003
 16. STREET CENTERLINE HORIZONTAL GEOMETRY CONFORMS TO THE COWETA COUNTY
 LAND DEVELOPMENT REGULATIONS.

FINAL PLAT ENGINEERING CERTIFICATE:

"I hereby certify that the engineering requirements for this final plat as set forth in the
 Development Regulations of Coweta County, Georgia, have been fulfilled.

By: PHILLIP T. JACKSON Registered Professional Engineer Date: 12/17/2021

P.E. No: 37585

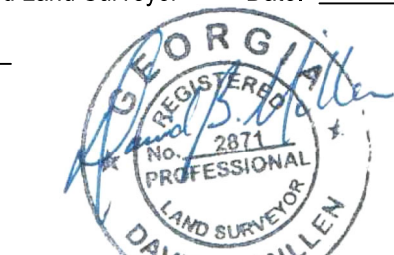


FINAL PLAT SURVEYING CERTIFICATE

"I hereby certify that this final plat is a true representation of the results of an actual survey
 by me or under my supervision, conforming to the normal standards of care of professional surveyors
 practicing in the State of Georgia and that all monuments shown hereon actually exist or are marked
 "future" and that the surveying requirements for final plats of the "Land Subdivision Regulations"
 and "Zoning Regulation" of the Coweta County, Georgia, have been fulfilled. I have also determined that
 this project is not within a dam breach zone of an existing Category II Dam as defined under the
 Georgia Safe Dams Act.

By: DAVID B. MILLEN Registered Land Surveyor Date: 12/17/2021

Land Surveyor No: 2871



OWNER'S ACKNOWLEDGEMENT:

THE OWNER OF THE LAND SHOWN ON THIS PLAT WHOSE NAME IS SUBSCRIBED THERETO,
 AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS
 PLAT WAS MADE FROM AN ACTUAL SURVEY, CERTIFIES THAT ALL STATE AND COUNTY
 OR OTHER ASSESSMENTS NOW DUES ON THIS LAND HAVE BEEN PAID, AND DEDICATES
 TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, WHICH COMPRISE OF A TOTAL OF
 10.90 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

LOT 3F: ORCHARD HILLS LAND, LLC

OWNER: *Orchard Hills Land, LLC* DATE: 03-23-2022

LOT 1: PROLOGIS LOGISTICS SERVICES INCORPORATED

OWNER: *Prologis Logistics Services Incorporated* DATE: 03-16-2022

LOTS 3A & 3B: PROLOGIS, L.P.

OWNER: *Prologis, L.P.* DATE: 03-16-2022

LOT 2: SPIV I PROPERTY NEWNAN GA, LLC

OWNER: *Spiv I Property Newnan GA, LLC* DATE: 03-16-2022

LOT 3E: ORCHARD HILLS OWNERS ASSOCIATION, Inc.

OWNER: *Orchard Hills Owners Association, Inc.* DATE: 03-16-2022

LOTS 3C, 3D & 4A: SKYVIEW MEDIA, Inc., A GEORGIA CORPORATION

OWNER: *Skyview Media, Inc.* DATE: 01-12-2022

LOT 4B: CK ORCHARD HILLS, LLC

OWNER: *CK Orchard Hills, LLC* DATE: 05-10-2022

FINAL PLAT APPROVAL CERTIFICATE:

PURSUANT TO THE COWETA COUNTY DEVELOPMENT REGULATIONS, THIS PLAT WAS GIVEN FINAL
 APPROVAL BY THE COWETA COUNTY DEVELOPMENT REVIEW COMMITTEE AT THE MEETING HELD
 ON 20

ALL OF THE CONDITIONS OF APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY
 ACCEPTED AND THIS APPROVAL GRANTED UNDER THE AUTHORITY OF SAID REGULATIONS

PLAN REVIEWER: DATE:

WATER & SEWERAGE: DATE:
 AUTHORITY

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS
 FOUND TO BE ACCURATE WITHIN 1 FT IN 856,823."

ANGULAR ERROR IN THIS FIELD TRAVERSE NOT MORE THAN 00-01-08
 LINEAR ERROR OF CLOSURE BEFORE ADJUSTMENT NOT MORE THAN 0.558 FT.
 RELATIVE ERROR OF CLOSURE BEFORE ADJUSTMENT LESS THAN 1 FT. IN 29,856 FT.
 LINEAR ERROR OF CLOSURE AFTER ADJUSTMENT NOT MORE THAN 0.476 FT.
 RELATIVE ERROR OF CLOSURE AFTER ADJUSTMENT LESS THAN 1 FT. IN 34,976 FT.
 TRAVERSE ADJUSTED BY COMPASS RULE.
 ANGULAR AND LINEAR MEASUREMENTS MADE WITH A TOPCON GPT-300SW TOTAL STATION.
 PLAT CLOSURE: 1 FT IN 856,823 FT.

DATE OF FIELD WORK:
 11/23/2020

DATE OF PLAT:
 12/07/2022

TOTAL PROPERTY
341.197 ACRES

300' 0 300' 600'
 GRAPHIC SCALE (FEET)

SCALE AS SHOWN

SUBDIVISION STATUS REPORT

Project: Orchard Hill Business Park

Location: SR 16

Street Names and number of lots: Campus Drive
10 Lots

Formal recommendation to accept these roads is made to the Coweta County Commission. The following items have been inspected and satisfactorily completed in accordance with county development regulations:

A. On-site inspections and testing

1. Grading and Drainage

Approved by: Stacy BurnhamDate: Jan - Oct 2020

2. Soil Density Test (When required)

Approved by: Stacy BurnhamDate: Dec 2020

3. Subgrade

a) Curb and Gutter

Approved by: Stacy BurnhamDate: Nov 2020

b) Roadway

Approved by: Stacy BurnhamDate: Dec 2020

4. Graded Aggregate Base

Approved by: Stacy BurnhamDate: Dec 2020

5. Pavement (See plans for design)

a) Binder

Approved by: Stacy BurnhamDate: Feb 2021

b) Topping

Approved by: Stacy BurnhamDate: Apr 2021

c) Core Samples

Approved by: Dane BeatenboughDate: APR 2021**B. Final Inspection**

1. Punch List Complete

Approved by: Stacy BurnhamDate: Nov 20222. Items Requiring Performance Bond: Side walks**C. Comments:**



Information Technology

To: Coweta County Board of Commissioners

From: Phillip Dingler, IT Director

Date: 2/28/2023

RE: Microsoft Enterprise Agreement Renewal

Issue: Microsoft Enterprise Agreement Renewal

Discussion: The Coweta County Department of Information Technology is requesting approval to renew a three (3) year enterprise agreement with Microsoft Corporation. The Coweta County Board of Commissioners has been engaged in an enterprise agreement with Microsoft since 2007. The current enterprise agreement enacted in 2020 is based on 1066 G3 (Full Office 365 Suite), 138 G1 (Partial Office 365 Suite) users and 850 Microsoft Windows devices.

Account additions (True Up) over the life of the agreement have included public safety, full-time, and part-time employees. Advanced threat protection for email security and file security is also included.

The renewal of an enterprise agreement with Microsoft will be adjusted to include 1,119 G3 (Full Office 365 Suite), 145 G1 (Partial Office 365 Suite) users and 893 Windows-based devices with Advanced Threat Protection (ATP) for Exchange 365 email and file services. The following renewal quote was received:

SHI Corporation	\$401,810.98
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The amount for the first year of the renewed contract would be \$401,810.98 based on Georgia state contract from SHI Corporation.

The enterprise agreement provides all county departments with Microsoft licensing and offers discounted home use options for county employees. Training vouchers are also included with the agreement. This enterprise agreement fully licenses the use of Microsoft Windows desktop and server versions, Microsoft Office 365, Microsoft SQL Server (Database Access) and Microsoft Exchange 365 (Email).

FINANCIAL IMPACT:

FY2020 Capital - IT Maintenance Contracts

Recommendation: Staff recommends that the Board execute a new three (3) year Microsoft Enterprise Agreement based on Georgia state contract pricing from SHI Corporation. The first year's payment will be in the amount of \$401,810.98 (FY2023 budget).



Pricing Proposal
 Quotation #: 23145369
 Created On: Feb-27-2023
 Valid Until: Mar-30-2023

GA-County of Coweta

Phillip Dingler

Phone: (770) 254-3716 x 8455
 Fax:
 Email: pdingler@coweta.ga.us

Inside Account Manager

Lucas DiStefano

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 888-744-4084
 Fax:
 Email: Lucas_DiStefano@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	850	\$47.13	\$40,060.50
2	Win Enterprise Device ALng Upgrade SA Platform Microsoft - Part#: KV3-00356 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	43	\$59.01	\$2,537.43
3	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	70	\$57.53	\$4,027.10
4	SQL CAL ALng LSA User CAL Microsoft - Part#: 359-00960 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	25	\$89.28	\$2,232.00
5	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	500	\$38.23	\$19,115.00
6	SQL Server Standard ALng LSA Microsoft - Part#: 228-04437 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003	1	\$383.67	\$383.67

Attachment: SHI Quote # 23145369 (13627 : Renewal of a Microsoft Enterprise Agreement)

7	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	16	\$164.41	\$2,630.56
8	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	1000	\$19.67	\$19,670.00
9	O365 G3 FSA GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	485	\$203.40	\$98,649.00
10	CCAL Bridge O365 FSA Sub Platform Per User Microsoft - Part#: AAA-12417 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	485	\$16.32	\$7,915.20
11	CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	634	\$19.56	\$12,401.04
12	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	634	\$239.52	\$151,855.68
13	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	145	\$20.40	\$2,958.00
14	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	145	\$85.92	\$12,458.40
15	Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: Software	1264	\$18.60	\$23,510.40

Attachment: SHI Quote # 23145369 (13627 : Renewal of a Microsoft Enterprise Agreement)

16	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	1	\$138.84	\$138.84
17	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	3	\$277.56	\$832.68
18	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	1264	\$0.00	\$0.00
19	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: Feb-01-2023 – Jan-31-2024 Note: Renewal of 53155411, 12 months	1	\$435.48	\$435.48
			Total	\$401,810.98

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Year 1 \$401,810.98
Year 2 \$401,810.98
Year 3 \$401,810.98
Total 1,205,432.94

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: SHI Quote # 23145369 (13627 : Renewal of a Microsoft Enterprise Agreement)



Program Signature Form

MBA/MBSA number

5-0000009634238

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (NEW)
Product Selection Form	1287162.005_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Coweta County Board of Commissioners Signature* Printed First and Last Name* . Printed Title . Signature Date*
Tax ID

* indicates required field

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

46189794

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

53155411

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Electronically Submitted

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Coweta County Board of Commissioners

Contact name* First Phillip **Last** Dingler

Contact email address* pdingler@coweta.ga.us

Street address* 22 East Broad Street, Suite 252

City* Newnan

State* GA

Postal code* 30263-1973-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 770-254-3716

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Phillip Last Dinger
Contact email address* pdingler@coweta.ga.us
Street address* 22 East Broad Street, Suite 252
City* Newnan
State* GA
Postal code* 30263-1973-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 770-254-3716

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Phillip Last Dinger
Contact email address* pdingler@coweta.ga.us
Phone* 770-254-3716

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Kai Baker
Phone* 1-888-764-8888
Contact email address* kai_baker@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Kai Baker

Printed name* Kai Baker

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. ***Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)



Previous Enrollment(s)/Agreement(s) Form

Entity Name: Coweta County Board of Commissioners

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	53155411	X	X

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)



Amendment to Contract Documents

Enrollment Number

5-0000009634238

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA GCC Sub Per User	485	0
AAA-12417	CCAL Bridge O365 FSA Sub Platform Per User	485	0
AAA-12415	CCAL Bridge O365 Sub Platform Per User	556	78
AAA-11894	O365 G3 GCC Sub Per User	581	53
AAA-12414	CCAL Bridge O365 Sub Per User	113	32
U4S-00002	O365 G1 GCC Sub Per User	138	7
3GU-00001	Defender O365 P1 GCC Sub Per User	1154	110
P3U-00001	Visio P2 GCC Sub Per User	1	0
7MS-00001	Project P3 GCC Sub Per User	3	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	1204	60
VA1-00001	Teams Rooms Pro GCC Sub Per Device	0	1

SKU Number	SKU Description	Existing Quantity	Incremental quantities

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

1287162.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Mod
Enterprise	893	1,119	0.8	-	User Licenses
Coweta County Part Time Staff	145	145	1.0	-	User Licenses
Total	1,038	1,264			

Products	Enterprise Quantity	Coweta County Part Time Staff Quantity
Office 365 Plans		
O365 G3 GCC FromSA	485	
O365 G1 GCC	-	1.
O365 G3 GCC	634	
Client Access License (CAL)		
Core CAL		
Bridge for Office 365	634	1.
Core CAL Bridge for Office 365 From SA	485	
Windows Desktop		
Windows Enterprise OS Upgrade	893	

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1119	1264	0	893

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
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Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Attachment: PKG04238544_encrypted_ (13627 : Renewal of a Microsoft Enterprise Agreement)

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000060	NIGP Code	See page 5
Name of Contract	Statewide Contracts for Software and Ancillary Services		
Effective Date	August 2012	Expiration Date	April 30, 2023
Contract Table of Contents			
Suppliers Awarded	6	Contract Information:	Categories 1, 2 & 3 are Mandatory; Category 4 is Convenience
Contract Information for Supplier			Page Number
SHI International Corp. (Categories 1, 2 and 3)			2, 3
Additional Contract Information			
General Contract Information			3
Category Description			4
DOAS Contact Information			5

Attachment: SHI_Information+sheet+revised+2023 (13627 : Renewal of a Microsoft Enterprise Agreement)

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000060-0003
Contract Name	Statewide Contracts for Software and Ancillary Services
PeopleSoft Supplier Number	0000004975
Supplier Name & Address	
SHI International Corp. (Categories 1, 2 and 3) 290 Davidson Avenue Somerset, NJ 08873	
Contract Administrator	
Natalie Slowik Senior Manager – Contracts & RFPs Natalie_Slowik@shi.com www.shi.com Toll Free: 800-477-6479 ext:5902 Office: 732-868-5902 Fax: 732-868-5903	
Contact Details	
Ordering Information	To place an order: 1. Obtain a new quote from: Joe Raney Account Executive – GA State Agencies joe_raney@shi.com 678-557-4714 (DOAS recommends obtaining quotes from more than one supplier.) 2. Verify %age discount matches contract 3. Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).

Remitting Information	P.O. Box 952121, Dallas, TX 75395-2121
Delivery Days	Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term
Discounts	See minimum discounts on cost sheet.
Payment Terms	Net 30 Days
Bid Offer Includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this Contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software.

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic

organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, Microsoft Reseller Services, the State has three (3) authorized resellers: CDWG, Dell and SHI. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

CATEGORY DESCRIPTION

Category 1: End User Software. Generally, these are desktop software products.

Category 2: Enterprise Software. These are server-based systems.

Category 3: **Microsoft Reseller Services**. See above for more detail about State's Agreements for Microsoft software.

Category 4: Oracle Software and Databases (including PeopleSoft). Category 4 contracts are Convenience contracts.

NIGP CODES FOR SOFTWARE:

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

EXTENSION 2: CURRENT CONTRACT TERM: JULY 1, 2018 - MAY 30, 2019

EXTENSION 3: CURRENT CONTRACT TERM: JUNE 1, 2019 - APRIL 30, 2020

EXTENSION 4: CURRENT CONTRACT TERM: JUNE 1, 2020 - APRIL 30, 2020

EXTENSION 5: CURRENT CONTRACT TERM: May 1, 2021 - MAY 30, 2022

Extension 6: Current Contract Term: May 1, 2022- April 30, 2023

DOAS CONTACT INFORMATION:

Name: Donnie Treadway

Contract Management Specialist

Phone: 404-463-0824

email: donnie.treadway@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov



Volume Licensing

Amendment to Contract Documents

Agreement Number

8718335

000-madokane-S-193

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement State and Local (Custom – CTM)

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under **an Enrollment, the terms of which are only applicable to the Enrolled Affiliate.**

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional

terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

"Affiliate" means

- a) with regard to Customer,
 - i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b) with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer" means the legal entity that has entered into this Agreement with Microsoft *also referred to as The State*.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place *its initial order*.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment *including perpetual Licenses*.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by

an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (*which is governed by separate terms at <https://azure.microsoft.com/en-us/support/legal/marketplace-terms/>*).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number; or any security code or password that would permit access to the individual's financial account; (d) the individual's DNA profile or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image or any other unique physical representation and any other information protected by state or federal law.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Service Level Agreement" or "SLA" specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise Program Works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments **and providing a purchase instrument.**
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment. ***Notwithstanding anything in the contract documents (including any website or documents incorporated by reference) to the contrary, Customer shall not be responsible for any payment pursuant to the contract documents (including any website or documents incorporated by reference). The Customer executes this agreement solely for the purpose of designating Microsoft as an authorized source of supply in accordance with O.C.G.A. § 50-5-57. Department of Administrative Services (DOAS) may, however, submit an Enrollment in which DOAS will be responsible for payment of its own obligations thereunder but in no event will the Department of Administrative Services be responsible for the obligations of any Affiliate or other user under this Agreement unless it includes other Affiliates under its Enrollment(s) in which case it would be fully responsible for obligations of the other Enrolled Affiliates.***
- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List, .
- d. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g. contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/Licensing/servicecenter/default.aspx>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts. Only those identified on the VLSC are authorized to place orders for the Enrolled Affiliate.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to

perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. Order confirmation, and any documentation evidencing transfers of perpetual Licenses *or any other mutually agreed upon documentation*, together with proof of payment *(if applicable)*, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment *or (4) if Enrolled Affiliate employs an outsourcer that results in a reduction*, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making Copies of Products and Re-imaging Rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. *Pursuant to (1) above, if no dedicated training facility*

exists, the training licenses may be used on non-production devices that are used for training purposes. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
- (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and Reassigning Licenses.

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and Termination.

a. Term. The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. Termination without cause. Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for cause. *Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.*

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and **Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time**, Microsoft may terminate this Agreement and all **said Affiliate's** Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. Early termination. If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use due to the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run that aren't excluded by **Section 14** and was not included in a previously submitted order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

7. Use, Ownership, Rights and Restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

a. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.

- c. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property **on** the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a Customer and its Enrolled Affiliates have indicated its confidential nature, including Customer Data. Confidential Information does not include information that (a) the receiving party received lawfully from another source without a confidentiality obligation, (b) is independently developed, or (c) is a comment or suggestion volunteered about the other party's business, products or services. Protection of personal privacy and data shall be an integral part of the business activities of Microsoft and designed to ensure that there is no inappropriate or unauthorized use of Customer information at any time. To this end, Microsoft shall safeguard the confidentiality, integrity and availability of Customer's Confidential information and comply with the following conditions:

- a. **Microsoft shall maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Confidential Information and non-public data. Such security measures shall be in accordance with recognized industry practices and not less stringent than the measures the Microsoft applies to its own Personal Data and non-public data of similar kind.**
- b. **All data obtained by the Microsoft from the Customer and its Enrolled Affiliates in the performance of this Agreement shall become and remain the property of the Customer and its Enrolled Affiliates.**
- c. **Microsoft shall not use any information collected in connection with the service and the use of Microsoft software as covered by this Agreement for any purpose other than fulfilling the service and provisioning of software.**

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, affiliates, (sub)contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for

the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories with regard to the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly. These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

This Agreement may be disclosed in accordance with the requirements of Georgia law.

9. Privacy and Compliance with Laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

10. Warranties.

- a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA (<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=14521>) during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

- c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Customer notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

12. Defense of Third Party Claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim **unless otherwise dictated by court decision.**
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

13. Limitation of Liability.

To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliates, and Subcontractors arising under the Agreement is limited to direct damages subject to the following:

- a. For Products other than Online Services, **two times (2x)** the amount Enrolled Customer was required to pay for the Product giving rise to that liability; and
- b. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 36 months before the incident.
- c. For purposes of this Section 13 "Limitation of liability," the following will be characterized as direct damages subject to the limitation of liability set forth above:
 - 1) Enrolled Customer's reasonable costs in notifying affected individuals of Security Incident in which the data subjects' Personally Identifiable Information has been disclosed;
 - 2) Credit monitoring for up to twelve (12) months for affected individuals;
 - 3) Damages and fines assessed against Enrolled Affiliate by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Security Incident; and
 - 4) Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by Enrolled Affiliates, given the nature and scope of the Security Incident involving a Customer Data breach of Personally Identifiable Information, as validated by an independent accounting firm chosen by both entities.
 - 5) Government fines and penalties assessed against an Enrolled Affiliate for failure to comply with such open records laws, where such failure is attributable solely to Customer Data loss; and
 - 6) Damages assessed against an Enrolled Affiliate by a court of competent jurisdiction and awarded to third parties based solely on the Enrolled Affiliate's failure to provide information to them under such open records acts, where such failure is attributable solely to a Customer Data loss.
 - 7) The monetary limitation of liability for Online Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data.
- d. For Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, liability is limited to U.S. \$5,000.00; and
- e. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- f. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY

FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF THIRD PARTY CLAIMS,".

Affiliates and Subcontractors. Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or Subcontractors in respect of any matter disclaimed on their behalf in this Agreement.

14. Verifying Compliance.

a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms **through formal audit-official notification**. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. **Auditor will not be paid additional fees based upon the findings of the audit.** Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. **For the purposes of clarification, Enrolled Affiliate will provide evidence related to any of the below applicable scenarios where it may have the right to run Products.**

- **for trial or try and buy**
- **acquired by or through a third party**
- **for testing**
- **in preparation for equipment/device decommission**
- **on device/equipment no longer in production**

b. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must acquire the necessary additional licenses at Enrolled Affiliate's price level **D**. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. Verification process. Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribution. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

15. Miscellaneous.

a. Use of contractors. Microsoft may use contractors to perform services. **No contractor which Microsoft enters into a contract with for the performance of obligations or work assigned under the Agreement shall in any way relieve Microsoft of any responsibility, obligation or liability under this Contract and for the acts and omissions of its contractors, subcontractors, agents,**

and employees. Microsoft shall provide adequate supervision and training to its, contractors, subcontractors, agents, and employees to ensure compliance with the terms of the Agreement. Contractors may in the performance of services have access to the Customer's and its Enrolled Affiliates' Confidential Information. Microsoft represents to the Customer and its Enrolled Affiliates that with respect to each Microsoft contractor assigned work under this Agreement, Microsoft has the technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information from unauthorized disclosure or use. Furthermore, Microsoft will secure access to Confidential Information from offshore locations. Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the **contact on the signature form**. Notices **may be electronic** and will be treated as delivered on the **transmission** date. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date. All notices must be distributed to the Enterprise Agreement Contract Manager, Affiliate's Primary Contact and Affiliate's legal department.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order **or reseller quote** will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and **Signature Form**. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.

p. Natural disaster. In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Georgia State Agencies Enrollment Terms

1. For the purposes of any Enterprise Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment A** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.
2. For the purposes of any Server and Cloud Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment B** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.

Attachment A

Enterprise Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable

initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed *prior to being run*. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior being run.*
- g. **True-up requirements.** Enrolled Affiliate's annual true-up order must reflect any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(f) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (iii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as minimum *order* requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (i) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (ii) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (iii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

2. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

3. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

4. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current **Level D** published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment B

Server and Cloud Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. *Product Use Rights and Service Level Agreement.*

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start

of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

2. **Order requirements.**

a. **Minimum order requirements.**

(i) **Server and Tools Products.**

- 1) **Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:
 - A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B. The Existing Baseline Licenses shall be non-transferrable.
 - C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any subsequent orders.
- d. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. **Adding Products.**
 - (i) **Adding new Products not previously ordered.**

- a. New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - b. New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - c. Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - d. Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - e. Microsoft Azure Services may be added as provided in the Product Terms.
- (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior to being run.*
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(e) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (ii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
 - 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.
 - (iii) **Late true-up order.** If the annual true-up order is not received when due:
 - 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
 - 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
 - 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.
- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (iii) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.
 - (iv) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products

not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

- h. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

3. **Pricing.**

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

4. **Payment terms.**

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
 - (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) **Extended Term.** If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.
- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. Buy-out option.

- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order *within* 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out **Early termination**. If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
 - (i) It may immediately pay the total remaining amount due *for the current and any prior fiscal years*, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

- (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.
- f. **Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:
 - (i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - (ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.
- g. **Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (iv) Government Community Cloud Services will be offered only within the United States.
 - (v) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (vi) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities.

Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☐ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific Affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

If no selection is made, Microsoft will deem the Enterprise to include all future Affiliates.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)*

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)

Name of entity*:

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Last*

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller's contact for this Enrollment is:

Reseller company name*

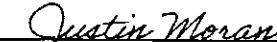
Street address (PO boxes will not be accepted)*

City*
 State/Province*
 Postal code*
 Country*
 Contact name*
 Phone*
 Contact email address*

* indicates required field

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Name of Reseller* Dell Inc

Signature* 

Printed name* Justin Moran

Printed title* Sr. Analyst

Date* 6/3/2019

* indicates required field

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

3. Upfront Payment.

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?

☐ Yes, ☒ No.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

DOAS GA Enterprise Agreement(Final for review).docx	CTM	CTM-CTC-AGR-ENR-LOL	BD
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Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
☒ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* State of Georgia

Contact name*: First Carl Last Hall

Contact email address* carl.hall@doas.ga.gov

Street address* Dept of Administrative Services - SPD/Contract Management Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.657.4254 **Fax** 770.357.8968

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* State of Georgia

Contact name*: First Tetchjan Last Simpson

Contact email address* tetchjan.simpson@doas.ga.gov

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.657.4248 **Fax** 770.357.8968

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. ***Subscriptions manager.***

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* State of Georgia

Contact name*: First Tetchjan **Last** Simpson

Contact email address* tetchjan.simpson@doas.ga.gov

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.657.4248 **Fax** 770.357.8968

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. ***Online services manager.***

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* State of Georgia

Contact name*: First Tetchjan **Last** Simpson

Contact email address* tetchjan.simpson

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.657.4248 **Fax** 770.357.8968

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. ***Customer Support Manager (CSM).***

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* State of Georgia

Contact name*: First Bennetta **Last** Daniels

Contact email address* bennetta.daniels@doas.ga.gov

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.656.1786 **Fax** 770.357.8968

6. **Primary contact information.**

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* State of Georgia

Contact name*: First Bennetta Last Daniels

Contact email address* bennetta.daniels@doas.ga.gov

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* **Fax**

7. **Notices contact and online administrator information.**

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ *Same as primary contact*

Name of entity* State of Georgia

Contact name*: First Tetchjan Last Simpson

Contact email address* tetchjan.simpson@doas.ga.gov

Street address* Dept of Administrative Services - SPD/IT Sourcing Group 200 Piedmon Av, Suite 1308, West Tower

City* Atlanta **State/Province*** GA **Postal code*** 30334-9010

Country* USA

Phone* 404.657.4248 **Fax** 770.357.8968

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.



E-911

To: Coweta County Board of Commissioners

From: Michael Terrell, 911/EMA Director

Date: 3/2/2023

RE: Amendment to a Consulting Agreement with Mission Critical Partners

Issue: Amendment to a Consulting Agreement with Mission Critical Partners

Discussion: On November 1, 2022, the Board of Commissioner voted to execute a contract with Mission Critical Partners (MCP) to assist with a needs assessment and to help draft a request for proposals (RFP) to replace the Computer-Aided Dispatch (CAD) system because of the age of the technology. During the assessment process, it was evident that not only did the CAD system need updating but also the Records Management System (RMS) and the Jail Management System (JMS) were all equal aged technology experiencing the same problems and issues.

It is very important that all three (3) systems are working properly and that the entire public safety community can communicate and manage records across all three (3) platforms. These systems also directly feed information to the courts systems for all levels of the courts in Coweta County. Some issues being experienced include newer needed programs do not integrate into the platform, and programming is so old that there is a diminishing pool of technicians available to work on these platforms. Also, the provider is no longer selling some of these products and there are very limited or no upgrades available. Because of these issues customer service is very difficult to navigate.

As a result, staff is recommending that the scope of MCP's work include other critical phases of the CAD, RMS, and JMS projects as listed below.

- Phase 1 is the Operational and Functional Needs Analysis and Requirements Outline
 - o Add RMS, JMS, and Data Integration (\$43,730)
- Phase 2 is the Specification Writing / RFP Development
 - o Add RMS and JMS (\$30,000)
- Phase 3 is the System Procurement Process (interviewing and evaluating)
 - o Add CAD, RMS, and JMS (\$61,229)
- Phase 4 is Contract Negotiations
 - o Add CAD, RMS, and JMS (\$20,000)
- Phase 5 is Implementation (Project Management until systems are fully operational)

- Add CAD, RMS, and JMS (\$125,000)

The attached documents outline further details.

FINANCIAL IMPACT:

\$279,959 (General Fund - Fund Balance)

Recommendation: Staff recommends that the Board execute an amendment to the agreement with Mission Critical Partners to include all phases of the CAD, RMS, and JMS projects for an increased cost of \$279,959.00.

MCP cost increase from adding RMS/JMS

- Each system is completely separate, they are interfaced but still three autonomous systems.
- An additional on-site trip to do further data gathering and collection to aid specification development will be required.
- Three separate and distinct sets of specifications that will be developed.

Suite vs Separate Systems for CAD/RMS/JMS

- Separate systems
 - Allows the purchase of ‘best of breed’ systems and users will get exactly what they want in each system.
 - Vendor cost is often higher.
 - Potential for three separate vendors (additional costs)
 - Finger pointing between vendors when there are issues.
 - Will add to consulting cost since there are multiple contracts and vendors.
 - Adds to use-case demonstration costs as the use cases will require multiple dates.
 - Vendor teams are not the same teams for all systems so different dates for CAD/RMS/JMS are typically required.
 - Separate systems are more time consuming and costly.
 - Three separate project meetings
 - Three SPOCs for the county to provide as opposed to one SPOC for a suite.
 - Three separate contracts to negotiate.
- Suites
 - Can sometimes have one or two robust systems with another that is less robust, or all systems may not meet requirements and specifications.
 - One vendor to deal with for issues, no finger pointing.
 - Can provide some cost savings due to vendor discounts.
 - Reduces consulting costs in procurement and implementation.

Note: Either direction the County chooses can be managed effectively, and it would be anticipated that in either case it will still be *one RFP* that should be issued requiring either a Suite of Services or allowing for individual responses per system.

Anticipated budgetary costs - “best in breed” CAD/RMS/JMS solutions:

- **CAD System = roughly \$3M**
- **RMS System = roughly \$1M-\$1.2M**
- **JMS System = roughly \$500-\$700K**

The County could likely expect to save roughly 10% by going with a suite solution with one vendor.

Data Integration Planning Option

- 2 people on-site for 2-3 days.
- Deliverables include:
 - 3 business process maps (Swim Lane)
 - One diagram that maps out the required data exchanges.
 - Short report on next steps to establish data integration initiative as part of the System(s) modernization project.

	Phase 1 Phase 1: RMS/IMS Operational and Functional Needs Analysis and Requirements Outline	Phase 2: RMS/IMS Specification Writing/RFP Development	Phase 3: System Procurement Process ¹	Phase 4: Contract Negotiations ²	Phase 5: Implementation ³	Total Project Costs
Original CAD Contract	\$31,000.00	\$18,000.00				
Add on RMS/IMS	\$24,730.00	\$30,000.00	\$61,229.00	\$20,000.00	\$125,000.00	
Add Data Integratrion Planning	\$19,000.00					
Totals	\$74,730.00	\$48,000.00	\$61,229.00	\$20,000.00	\$125,000.00	\$328,959.00
					Original CAD Agreement:	\$49,000.00
					Total Revised Cost:	\$279,959.00

Existing CAD Contract

Add On for RMS/IMS

Phase 3, 4 and 5 for CAD/RMS/IMS

Data Integration Planning

¹ Assumes three separate vendor use case demonstrations
² Generally proposed as hours based
³ Proposed as NTE Fee



Amendment #1
to Professional Services Agreement between
Coweta County, Georgia and
Mission Critical Partners, LLC
(MCP Project #22-300)

This Amendment #1 is effective as of March 7th, 2023 by and between Mission Critical Partners, LLC, ("MCP" or "PROVIDER", doing business at 690 Gray's Woods Boulevard, Port Matilda, PA 16870 and Coweta County, Georgia, ("CLIENT") with an address of 22 East Broad Street, Newnan, GA 30263 (hereinafter collectively the "Parties" and singularly the "Party").

WHEREAS, CLIENT and PROVIDER are parties to a Professional Services Agreement dated November 16, 2022, for Computer-Aided Dispatch Needs Analysis and Specification Writing/RFP Development services, MCP Project 22-300 (Master Agreement); and

WHEREAS CLIENT desires to expand the services offered by the PROVIDER to include Additional Services.

NOW, THEREFORE, CLIENT AND PROVIDER hereby do mutually agree to amend the Master Agreement as follows:

SECTION ONE—GENERAL

1.1 Purpose:

The purpose(s) of this Agreement is to obtain professional consultant assistance for computer-aided dispatch (CAD), records management system (RMS), and jail management system (JMS) project services ("Purpose"). The scope of service is as defined in Exhibit A and Exhibit B attached hereto and by this reference made a part hereof.

SECTION SIX—COMPENSATION

6.1 Fees. For and in consideration of the Services described in Exhibit A of this Amendment #1 and incorporated herein, CLIENT agrees to pay PROVIDER a **total fee of \$279,959.00**, including Expenses.

IN WITNESS WHEREOF, CLIENT and PROVIDER agree to this Amendment #1 documented herein as of the effective date identified above. Except as noted herein, Amendment #1 does not replace or supersede the terms and conditions established therein under the Master Agreement.

Coweta County, Georgia

Mission Critical Partners, LLC

Signature

John Reidelbach, Chairman

Name, Title

Signature

Name, Title

Exhibit B – ADDITIONAL SERVICES

DRAFT



DRAFT

Exhibit B – Additional Services

CAD/RMS/JMS Project Services

March 6, 2023

Coweta County E-911, Georgia

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Introduction Letter

March 6, 2023

Michael Terrell
Director
Coweta County E-911/EMA
195 International Park
Newnan, GA 30265

Re: Contract Amendment #1 and Additional Services

Dear Mr. Terrell:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to continue our partnership with Coweta County E-911 (County) by providing this contract amendment and additional services proposal to provide project services as the County looks to replace its necessary public safety applications that include the records management system (RMS) and jail management system (JMS), as well furthering our services for computer-aided dispatch (CAD). Parallel to the CAD/RMS/JMS project, MCP will assist the County in providing a roadmap for the integration and interaction of its various public safety and criminal justice systems.

We are excited about the opportunity to continue and extend our partnership and are prepared to serve the County by assisting with achieving optimal delivery of emergency communications and systems-related services.

If you have any questions regarding the information submitted, please contact me at 919.869.4013 or ChrisFaircloth@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Coweta County to serve as your partner and advocate.

Sincerely,

Mission Critical Partners, LLC



Chris Faircloth
Client Services Director

Project Understanding

Mission Critical Partners understands that this records management system (RMS) and jail management system (JMS) procurement project will be a complex undertaking for Coweta County (County), and the timing of replacing those systems fits nicely with replacing the current computer-aided dispatch (CAD) system, with which we are currently engaged with the County assessing the needs and developing specifications. These systems are vital to the overall public safety of Coweta County, increase the level of improving emergency outcomes, and will need to serve the County's needs for many years to come. MCP's rigorous assessment of user needs will serve as the foundation for developing system requirements and ensure the County makes a well-informed decision on a system delivered by a best-of-breed vendor for CAD, RMS, and JMS systems.

The following scope of work includes adding an assessment and request for proposal (RFP) specification development phase for the RMS and JMS systems, as well as continuing services through the implementation of the best-in-breed systems for all three applications. Additionally, a parallel project is included in this proposal that will address the workflow management process for all the County's public safety and criminal justice systems by creating a roadmap for all interaction and integration of those systems. This will allow the County to have a streamlined process that will save the County valuable time and be in a position to increase its level of service to the citizens and visitors of Coweta County.

MCP has outlined our approach and professional services for the County to add RMS and JMS systems Phases 1 and 2, of which we are currently engaged on the CAD system project. Following Phases 1 and 2, we will move into Phase 3 for all systems, as is described in the below scope of work.

Parallel to the CAD/RMS/JMS project, MCP will assist the County in providing a roadmap for the integration and interaction of its various public safety and criminal justice systems.

Our goal is to deliver integration plans and integration architecture as part of the longer-term, multi-agency data integration project. We propose the initial stages of that approach to meet the County's near-term needs for a roadmap. We would deliver that information through successive tasks:

Table 1: Approach and Professional Services

Phase	Description	Tasks
1A	CAD/RMS/JMS Operational and Functional Needs Analysis and Requirements Outline	- Develop an understanding of the County's operations and the business needs of project stakeholders - Meet with team members/stakeholders to define business processes, functional specifications, and technical requirements - Define the County's interfaces and unique "pain points" to be included in the RFP and address priorities and future-looking technologies of interest to the stakeholders
1B	Data Integration Assessment and Workflow Mapping	- Map Criminal Justice Business Processes - Convene stakeholders from across City and County public safety and criminal justice agencies - Conduct a Justice Workflow Workshop over the course of 2-3 days onsite. The workshop will gather information on the workflows that span multiple agencies and systems

Phase	Description	Tasks
		– Create up to three Business Process Mapping Notation (BPMN) or “swim lane” diagrams that provide a high-level view of those workflows • Identify Data Exchanges – Use the results of the workshop, and the resulting diagrams, to define the data exchanges that take place between agencies – Produce a high-level diagram providing a single visual of the systems involved and the exchanges among them • Draft Justice Integration Architecture Roadmap – Draft a brief report that provides a vision and a strategy for the integration of public safety and criminal justice systems – Report will make recommendations on architecture guidelines to execute a comprehensive strategy as the County brings new systems online in the future
2	CAD/RMS/JMS Specification Writing/RFP Development	• Incorporate MCP’s best-practice technical specifications, as well as the County’s legal and procurement requirements, into the RFP
3	System Procurement Process	• Support the competitive procurement process in conjunction with the appropriate County procurement personnel • Support the proposal evaluation process with County stakeholders • Shortlist vendor finalists and facilitate the use-case demonstrations with shortlisted vendors
4	Contract Negotiations	• Assist the appropriate County officials, as needed, as they negotiate the vendor contract and provide expertise regarding industry-acceptable contract terms for public safety software systems • Support scope of work, milestone billing, and schedule development for inclusion in the contract as appropriate
5	System Implementation and Cutover Support	• Provide insight to the County regarding the selected vendor’s implementation plan • Collaboratively manage and oversee the vendor’s implementation progress with County staff • Assist in reviewing the training plan and delivery • Support testing and system cutover • Manage punch list through the acceptance period

In the following sections, MCP provides a comprehensive description of our approach during each phase of the project.

Additional Scope of Work

Phase 1A: RMS/JMS Operational and Functional Needs Analysis and Requirements Outline

Task 1A.1: RMS/JMS Project Initiation

In conjunction with the CAD project, IMCP will conduct a project initiation meeting for RMS and JMS with the County's project team and key stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and align regarding desired outcomes and deliverables

Prior to the meeting, MCP will review any available documentation regarding the following:

- Current County requirements documents
- Documented interfaces
- Desired system architecture (e.g., production, test and training environments)
- Disaster recovery
- RFP terms and conditions (if applicable)

MCP's project manager (PM) will facilitate the meeting and review the following:

- Scope of work
- Project management plan
- Tasks, milestones, deliverables, and schedule

Task 1A.2: RMS/JMS User and Stakeholder Requirements Gathering

MCP anticipates that after the initiation meeting, we will remain on site and hold three days of meetings and interviews to review the current state of the County's systems and the County's existing functional requirements and determine the content that will be incorporated into the RFP document. During this effort, MCP will facilitate conversations with stakeholders to consolidate requirements. MCP and the County's team will evaluate and determine the following:

- The County's functional priorities
- "Pain points" of the existing system and County-specific problem statements
- Future-facing technologies and best practices for inclusion in the RFP

In addition, with MCP's input, the County will develop use cases for future reference and demonstration purposes.

As determined between the County and MCP, follow-up discussions, if necessary, will be held with the staff to gain a better understanding of issues identified during the initial onsite visit. Follow-up conversations will collaboratively look at the use cases developed with MCP's assistance to ensure that they are relevant to the RFP document and can serve in the demonstration step, referenced later in this document.

MCP will collaborate with the County to ensure that all necessary systems are properly represented in the County's RFP document. These can include, but are not limited to:

- RMS
- Mobile Field Reporting
- JMS
- Existing and desired interfaces

MCP is committed to a holistic approach that helps the County deploy integrated data-sharing solutions that promote interoperability and improve collaboration among the County agencies, with the end goal being enhanced RMS and JMS operational outcomes. As MCP works with the County on the RFP document, we also will provide insight into the RFP's language regarding vendor scope of work (e.g., system configuration, testing and training), maintenance and support, service level agreements (SLA), as well as other general proposal best practices. Additionally, MCP will provide Coweta County-specific problem statements, including information obtained during this phase, which will be introduced into the RFP document.



Deliverables Phase 1A:

- Project initiation meeting
- Requirements and problem-statement outline

Data Integration Planning Services

In the sections that follow, MCP provides a comprehensive analysis of our approach to comprehensive, strategic integration across the public safety/criminal justice ecosystem.

Phase 1B: Data Integration Assessment and Workflow Mapping

The work proposed is the initial discovery phases of our over-arching MCP's DataSphere™ solution offering. It begins with an understanding of the workflows among partners and the flows of information from one agency to another throughout the process. It encompasses the tasks, services, and information technology (IT) solutions needed to establish a many-to-many information flow that is sustainable.

DataSphere is an enterprise-wide approach to integration across an ecosystem, as Figure 1 illustrates. Whether a county-level criminal justice community or a statewide integration among state and local criminal justice systems, interface development should be guided by a holistic view of how information flows must traverse this community.

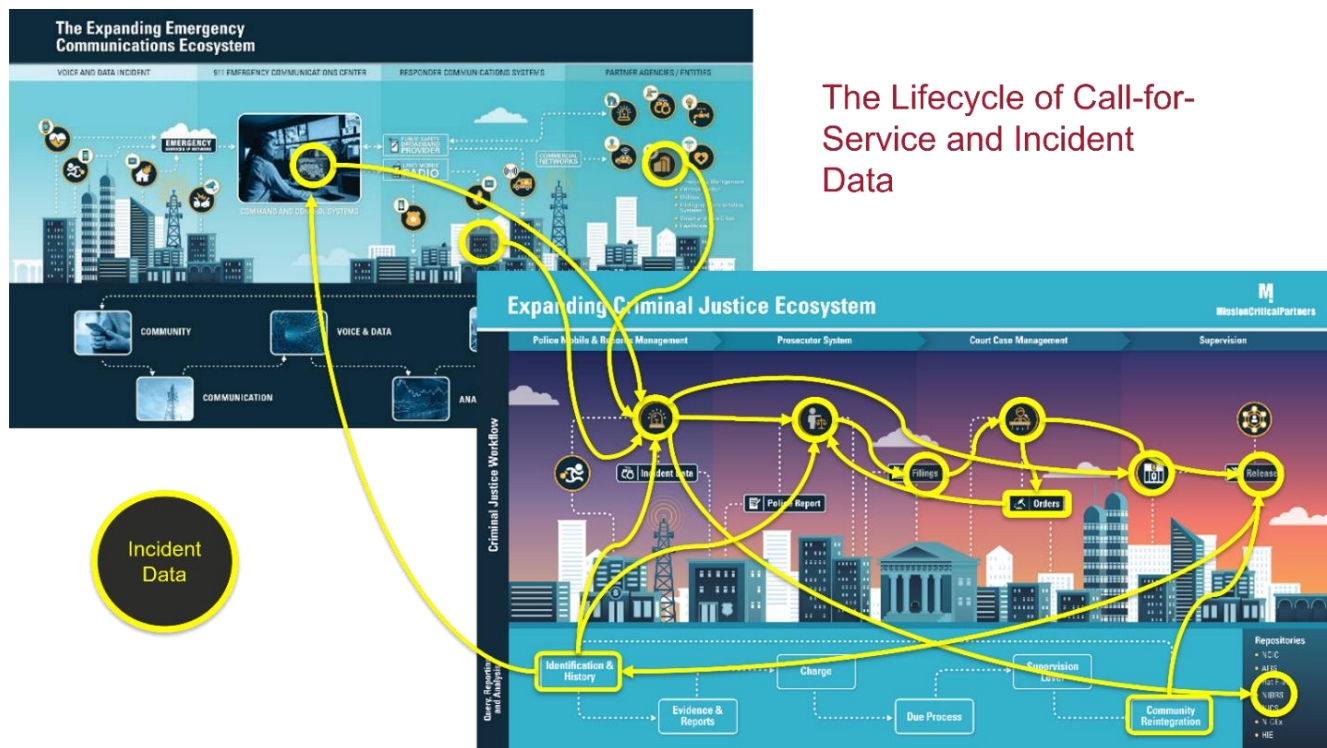


Figure 1: Data Exchange Across the Ecosystem

It is a methodology for engaging multiple partners in building interactions that are standardized, expandable, and sustainable over time.

Task 1B.1: Map Criminal Justice Business Processes

This solution does not look at interface implementation as a collection of independent data exchanges with third-party systems. Instead, we build a *data integration architecture* from the simple, basic understanding that **data arms decision-makers** with the information they need to make evidence-based decisions. It is built around the view of the ecosystem.

Task 1B.1.1: Project Initiation

MCP will conduct a workshop to interactively define the current (“to-be”) workflows that span safety and justice agencies in the County.

- Identify agencies to be involved in the assessment and work with the County to identify individual stakeholders.
- Schedule and plan for a 2–3-day onsite workshop
- Conduct a justice workflow workshop to describe the current workflows that span public safety and justice systems and agencies
- Document the results of the workshop

Task 1B.1.2: Develop Business Process Maps

MCP will use the results of the workshop to develop one or more Business Process Modeling Notation (BMPN) diagrams. Figure 2 provides an example. This type of diagram gives all stakeholders a shared, big picture that

[illegible]

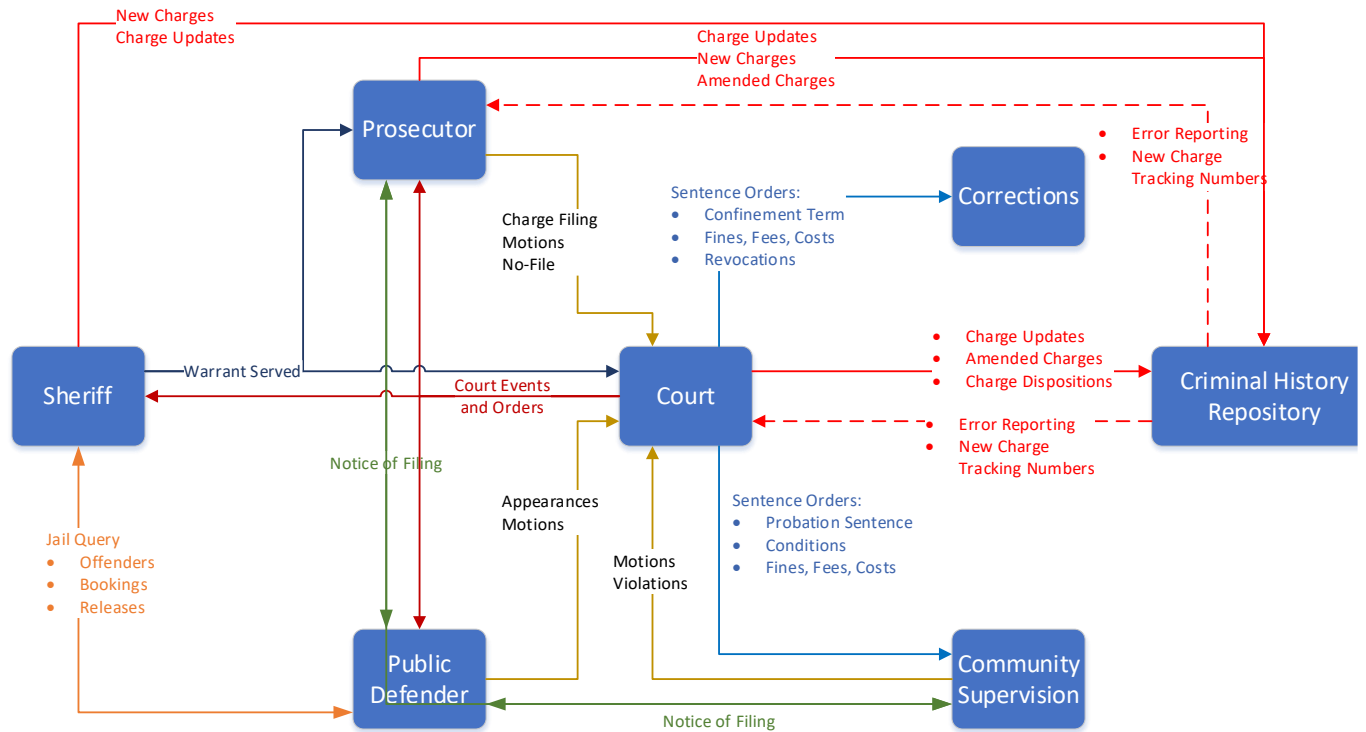
This phase will conclude with an iterative review process, where MCP provides the diagrams to the County for feedback. MCP will incorporate that feedback and provide updated diagrams.



- Agency and Stakeholder List
- Onsite Workshop Conducted
- One to three Business Process Mapping Notation (BPMN) diagrams

Any flow from one “swim lane” to another on a BPMN represents an exchange of information. In the current process, this may be an interface between information systems. But it may also currently be a paper form, a scanned document, or even a verbal conversation. MCP will catalog those data exchanges in an Excel spreadsheet summarizing the provider and recipient of the information, and a brief description of the data included. This will help guide the County in defining interfaces that need to be built or updated as systems are replaced in the future.

MCP will also provide a diagram that summarizes the details in the spreadsheet. Figure 3 provides an example.



Past clients have used a version of this visual to communicate to stakeholders, executive leadership, and legislative bodies the need for a comprehensive integration strategy.



Deliverables Task 6.2:

- High-level diagram providing a single visual of the systems involved and the exchanges among them

Task 1B.3: Justice Integration Architecture and Roadmap

The architecture roadmap would include high-level guidance that will outline the future decisions and detailed tasks the County would take up as future work on integration across the ecosystem. Specific topics would include:

- Data governance
- Cost-sharing strategies
- Connectivity and security
- Routing and messaging patterns
- How to incorporate standards (NIEM, HL7) where they add value



Deliverables Task 6.3:

- Final Integration Architecture and Roadmap

Phase 2: CAD/RMS/JMS Specification Writing/RFP Development

Once requirements and the problem-statement outline are completed, MCP and the County core team members will merge the work done during Phases 1 and 2 on the CAD project with the work performed on RMS/JMS to create a single RFP document for all three systems. The RFP document will define the systems and subsystems to be procured, interfaces, and implementation scope of services for the CAD/RMS/JMS solution.

The functional design and specifications developed from Phase 1 include standards-based, statutory, and regulatory requirements. In this regard, MCP draws from many sources, including, but not limited to:

Industry Standards
• Law Enforcement Information Technology Standards Council (LEITSC) • American National Standards Institute (ANSI) • Association of Public-Safety Communications Officials (APCO) • National Emergency Number Association (NENA) • International Association of Chiefs of Police (IACP) • FBI Criminal Justice Information Services Division (CJIS) • National Incident-Based Reporting System (NIBRS) • National Institute of Corrections • Regional/Local codes and standards • State regulations

MCP will provide insight and recommendations regarding components of the RFP document, including:

- The functional specifications desired in the system(s) to be procured
- The procurement process and conditions, to include County-required terms and conditions
- The system requirements, content, and format of vendor proposals so that the proposals received are uniform, cost-competitive and technically acceptable and support a thorough and balanced evaluation process
- Introductory information for the proposer about the procurement process and the County background
- Other requirements
 - Project management
 - Configuration, implementation, and acceptance testing
 - Training programs and courses
 - Warranty and service/support capability requirements
 - Lifecycle—total cost of ownership requirements
- Cost proposals
 - Itemized pricing for all critical project elements

- Software licensing
- Labor costs and rates
 - Data conversion, if applicable
 - Implementation (configuration and testing)
 - Project management
- Training
- Software maintenance costs
- Hardware maintenance costs, if applicable
- SLA response and restoral times



Deliverable:

- Final County Single RFP document

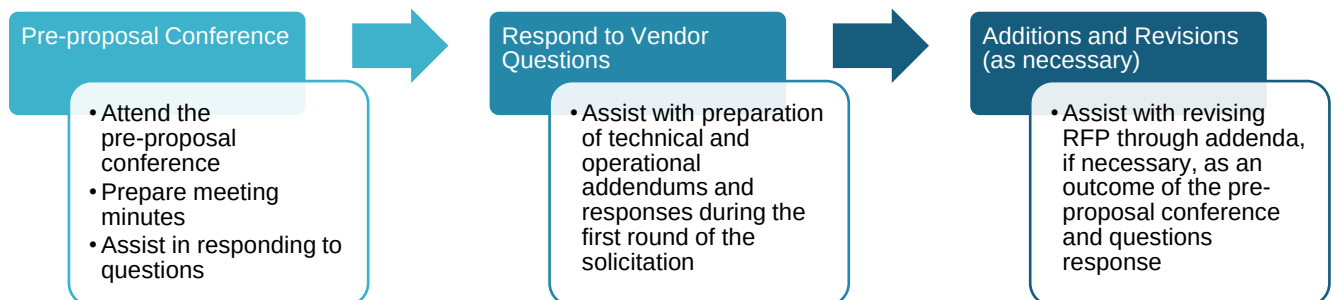
Phase 3: CAD/RMS/JMS System Procurement Process

The MCP/County team will meet to confirm and finalize the County's decisions regarding the proposal evaluation process for the future CAD/RMS/JMS system. The intended outcome of this phase is for MCP to provide services to augment the County's planning and execution of the CAD/RMS/JMS system evaluation and procurement. MCP will utilize its extensive experience in the following:

- Providing evaluation tools for vendor proposal review
- Identifying critical issues, concerns, and discrepancies
- Evaluating the validity of the proposed costs
- Preparing a vendor cost analysis workbook

MCP's evaluation methodology and toolset have been reviewed by numerous state, city, and municipal procurement offices and legal teams nationwide. Our ability to modify our existing processes and evaluation tools makes the process of scoring much more efficient for the County, as well as your procurement and legal representatives.

MCP understands the criticality of maintaining a fair and thorough vendor proposal evaluation process to select the solution that best meets the County's business needs within the budget parameters. The key initial procurement processes and activities after RFP issuance include:



Task 3.1: Proposal Evaluation

Review of Vendor Proposals

MCP will support the County in evaluating proposals from responding vendors and provide technical support throughout the procurement process. In conjunction with County personnel, MCP will participate in reviewing and evaluating proposals concerning compliance with the RFP's requirements. MCP will:

- Conduct a critical high-level review of proposals and provide a summary evaluation to identify non-compliant responses
- Provide technical and administrative consultation during the proposal evaluation and vendor-selection processes utilizing our evaluation matrix to track the review effort efficiently
- Assist with drafting questions to vendors, if necessary
- Attend a virtual interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review findings and conclusions

Task 3.2: Vendor Use-Case Evaluation Demonstrations (Optional)

MCP will assist the County with conducting vendor use-case evaluations of the top two vendors' solutions, using scenarios crafted specifically for the County.

The MCP team will prepare a use-case evaluation schedule and assist in developing all use-case evaluation scripts in cooperation with the County. MCP will facilitate use-case evaluations for up to two vendors for each system (CAD/RMS/JMS) to demonstrate their public safety software solutions to the County stakeholder team. MCP has budgeted one MCP resource onsite to facilitate each shortlisted vendor for a three-day evaluation, one day of CAD use case demonstrations, one day of RMS and one day of JMS. The MCP resource will facilitate these sessions over the three-day period and will conduct a short daily de-brief session at the conclusion of each day with the evaluators.

After completion of the vendor use-case demonstrations, MCP will facilitate a virtual meeting with the evaluation committee to discuss the demonstrations and identify the strengths/weaknesses of each vendor solution.

MCP will provide scoring documentation to allow evaluators to judge vendors in a fair and impartial nature. MCP will facilitate the virtual evaluation team meeting to ensure the selection of the top vendor is fair and based on solid criteria. If necessary, MCP will develop the best and final offer letters to the top two vendors for a final re-pricing of their proposed solution to ensure the best value for the County is realized.

Evaluation Committee Presentation

MCP will provide a presentation of the evaluator vendor selection recommendation to stakeholders and the Sheriff's officials. This is important to ensure that all stakeholders are kept informed regarding the procurement process and the criteria that led to the selection of the vendor.



Deliverable:

- Vendor use-case demonstration schedule, scripts, and facilitation
- Evaluation Committee presentation

Phase 4: CAD/RMS/JMS Contract Negotiations

MCP will provide 80 hours of support to the County's efforts during CAD/RMS/JMS contract negotiations by specifically focusing on the vendor's statement of work and the payment milestones established as part of the contract. The appropriate County resources will be responsible for negotiating the contract with the selected vendor.

Once an initial contract is received from the vendor, MCP personnel will:

- Review the contract documents and provide comments regarding the contractual language, scope of work, and line-item pricing that is provided by the vendor
- Redline vendor-supplied statement of work, software license and maintenance agreements to provide the County with a foundation as to what should be and should not be accepted within the vendor contract agreement
- Participate in strategy meetings with the County in preparation for vendor negotiation meetings
- Participate in vendor negotiation meetings with the County as your technical subject-matter expert (SME) and advocate

Phase 5: CAD/RMS/JMS System Implementation and Cutover Support

Should the County decide to move forward with the original Phase 5, MCP will provide support to the County throughout the system implementation process. Fifteen months of support is proposed as an option. MCP understands the installation of the new software solution(s) must be completed in a manner that results in minimum disruption of operational activities and critical operations.

MCP's deployment support focuses on assisting the County in overcoming the barriers to success typically found in public safety technology projects. MCP will assist the project team and selected vendor(s) in the development of a single, integrated plan that encompasses all activities required to deliver success for system implementation. Our goal is to support the County during deployment, ensuring:

- Compliance with contract requirements and timelines
- Development of test plans and scripts designed to demonstrate functional fulfillment of the technical requirements
- Oversight of all activities associated with the installation of the solution
- Review and approval of all milestone payment certificates
- Review and approval of project change orders, if necessary

MCP will:

- Serve as the County's advocate and participate in vendor kickoff and planning meetings
- Provide configuration oversight
 - Periodically provide personnel onsite during the configuration process
- Work with the County and the vendor to develop a punch list of:
 - Issues
 - Roadblocks
 - Risks

- Software defects
 - Items that fail to conform to the published technical specifications
- Support acceptance testing, system cutover, and final system approval
 - Resolve issues prior to MCP's recommendation to the County to authorize system acceptance and release final vendor payment

MCP will support the County in planning, configuration, installation, testing, and go-live activities. Typical responsibilities of the MCP team during this phase can include support such as:

- General project management
- Schedule coordination and integration oversight between the vendor and the County
- Review of vendor documentation for approval by the County
- Maintenance of the requirements matrix to document the delivery of contracted features
- Identification of discrepancies between the vendor, the County, and third-party system elements
- Technical representation during functional, integration, and interface acceptance testing
- System transition and post-cutover reliability period support
- Punch list development and open item resolution
- Assistance with coordinating vendor and the County's delivery of training
- Recommendation regarding system acceptance

DRAFT

Project Team DRAFT

With more than 200 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals	
• Former executive directors and public safety managers • Consolidation and technology specialists • Facility and staffing experts	• Emergency Number Professionals (ENPs) • Technology, forensic, and policy specialists • Project Management Professionals (PMPs)

MCP will support this project with 100% internal staff to protect the County from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. The figure below identifies the key team members from our staff that we plan to assign to this important project.

DRAFT

Organizational Chart

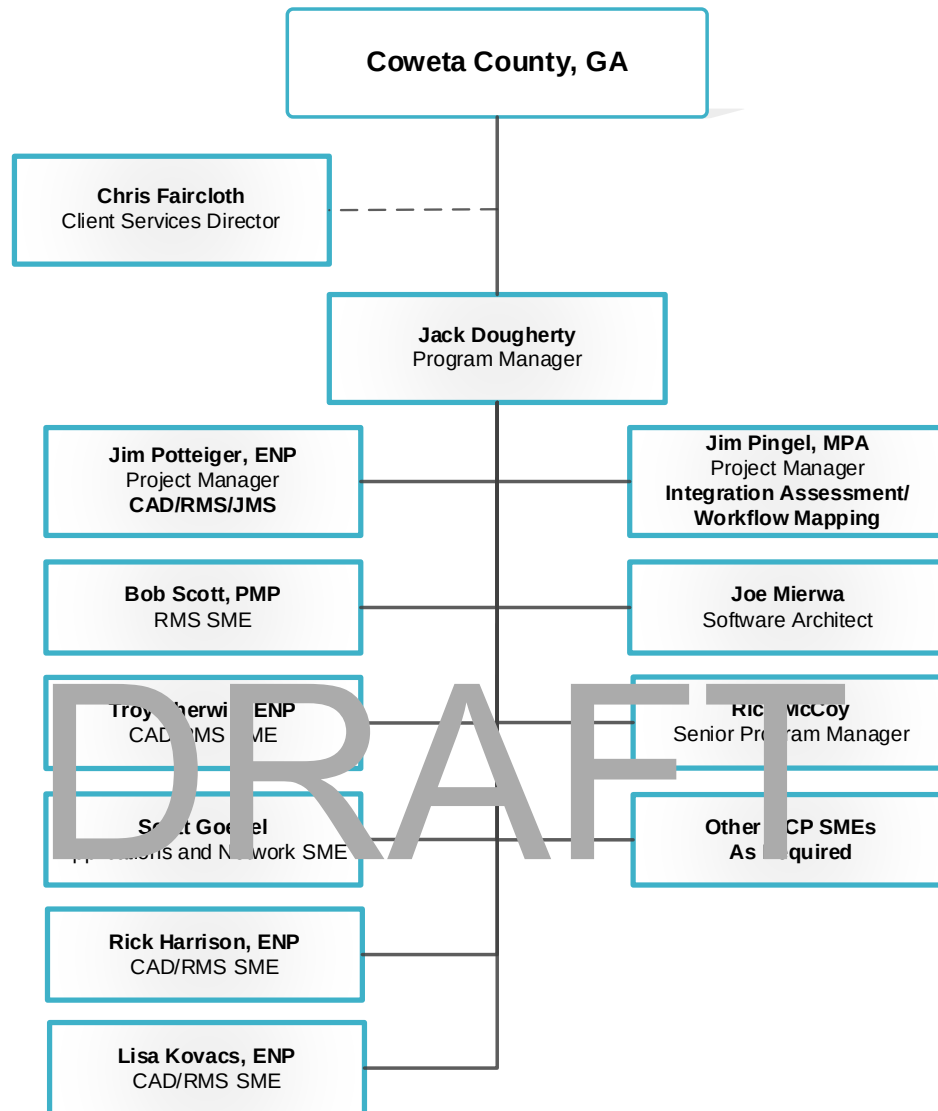


Figure 4: Project Team for RMS CAD JMS

Each team member brings a unique skill set, and depth of experience in radio system needs assessment. Additional resources and subject-matter experts are also available, as we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience performing CAD/RMS/JMS services are included on the following pages.

Chris Faircloth

Client Services Director, South Atlantic Region, Mission Critical Partners

Chris brings extensive public safety industry expertise to state and local government agencies to support the communities they serve. His background encompasses all facets of public safety, including facilities and operations, technology, NG911 and wireless communications. Specifically, Chris brings experience with Next Generation 911 Core Services (NGCS) technical and operational standards, a wide range of technological solutions and expertise that includes LMR, CAD, records management systems and a variety of workforce applications designed to improve operations. Chris' experience includes developing, procuring and implementing a wide variety of public safety projects, including support during the contractual process for agencies in several states. Chris serves as a client manager, supporting client needs.

Representative Experience

State/Regional Experience

- Tennessee Emergency Communications Board (TECB)—Cybersecurity, NG911
- Georgia Emergency Communications Authority (GECA)—NG911
- North Carolina 911 Board—Various projects

City/County Experience

- Manatee County, FL—EMS strategic planning
- Marion County, FL—Consolidation study
- Atlanta, GA—CAD implementation
- Fulton County, GA—CAD services and network monitoring
- Cobb County, GA—911 staffing and business facility programming
- Coweta County, GA—CAD assessment
- Forsyth County, GA—Vendor management and CAD services
- Grady EMS (Atlanta, GA)—EMS operations assessment
- Alamance County, NC—Facility programming
- Caldwell County, NC—Facility design and technology management
- Columbus County, NC—Facility design and grant management
- Polk County, NC—Facility design and technology management
- Carteret County, NC—911 workforce optimization
- Knox County, TN—Regional ESInet and network monitoring solutions
- Nashville Metro Emergency Communication District, TN—Regional ESInet development
- Rutherford County, TN—Regional ESInet design and network monitoring
- Louisa County, VA—Radio system analysis
- Charlottesville-UVA-Albemarle Emergency Communications Center, VA—P25 implementation, workforce optimization and facility programming

Additional Experience

- Expertise in consulting with clients across the entire public safety ecosystem including operations and multiple technology platforms
- Significant work with multiple counties on the procurement process and implementation of 911 call-handling equipment, including multi-PSAP implementations
- Extensive experience in consultation on various PSAP and EOC facility projects working both with public safety entities and architect partners



Industry Experience

23 years

Certifications

B.S., Business Administration, University of North Carolina-Greensboro

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)



MissionCriticalPartners

John (Jack) T. Dougherty

Public Safety Applications Manager, Mission Critical Partners

As MCP's Public Safety Applications Manager, Jack brings 36 years of diverse public safety program and project management experience, including but not limited to CAD, records management system (RMS) and LMR specifications, procurement and implementation, as well as systems integration and facilities construction. Given his experience in state government with the Pennsylvania State Police, working with public safety firms and technology vendors, he is intimately familiar with public safety technology at the city, county, state and federal levels of operations. In addition, Jack has worked with several large metropolitan statistical areas (MSAs) as a program manager.

Representative Experience

Regional/Federal Experience

- National Highway Traffic Safety Administration (NHTSA) National 911 Program—Project manager for CAD data interoperability project
- PennState Health—Project manager for a radio system needs assessment
- Richmond Capital Region—Program director, systems integration, responsible for the implementation of a new regional interoperable LMR system, which included three separate subsystems and integration to a standalone county P25 800 MHz system

City/County Experience

- Philadelphia, PA—Senior program manager of 911 consulting multi-year project
 - Program management and maintenance
 - LMR upgrades and deployment
 - Design and implementation of a new 911 center
 - Regional ESInet deployment
 - CAD procurement and deployment
 - Disaster recovery and continuity of operations plan
 - Customer premises equipment (CPE) support
 - Pennsylvania Emergency Management Agency (PEMA) grant support
- Houston, TX—Program manager for CAD assessment and procurement
- Charleston County, SC—Project manager CAD-to-CAD design and engineering services
- Atlanta, GA—Project manager of a CAD and RMS implementation and a GIS and CAD administration project

Additional Experience

- Pennsylvania State Police, Major-Director of Bureau of Communications and Information Services
 - Oversaw initiation of VHF narrow banding, procurement of P25 dual-band radios and P25 transition planning
 - Led operation/maintenance/security of communications systems and dispatch facilities
 - Oversaw the Commonwealth Law Enforcement Assistance Network (CLEAN) and served as the Pennsylvania representative for the Nlets – the International Justice and Public Safety Network
- Project manager for the following past projects:
 - Bucks County, PA—700 MHz P25 public safety radio implementation and management of Astro 25 7.14 to 7.16 upgrade
- Berks County, PA—700 MHz P25 public safety radio network implementation



Industry Experience

36 years

Education

Northwestern University,
Center for Public Safety,
School of Police Staff and
Command

The Pennsylvania State
University - Advanced
Police Executive
Management

International Association
of Chiefs of Police (IACP)
Leadership in Police
Organizations

Pennsylvania State
Police Academy-Cadet
Training

Certifications

Change Management
Specialist

Associations

Project Management
Institute (PMI)

Fraternal Order of Police

Pennsylvania State
Troopers Association

National Association of
Professional Accident
Reconstruction
Specialists (NAPARS)

James R. Potteiger, ENP

Senior Technology Specialist, Mission Critical Partners

James is a detailed-oriented and results-driven management professional with extensive experience working with and supporting top management positions in departments managing emergency operations and strategic plans and overseeing all data gathering and statistical analysis. He possesses a unique combination of education, expert knowledge, skills and experience in the areas of emergency operations management, technology management and information systems management. James is an energetic team player and has acted as a subject-matter expert (SME) in an advisory capacity. As a project manager, he has successfully implemented several large-scale, agency-specific and multiagency projects, promoting cooperation and collaboration to the mutual benefit of all parties.

Representative Experience

State/Regional Experience

- District of Columbia Homeland Security and Emergency Management Agency (HSEMA)—Project management and technology/communications consultant on an EOC construction project
- Maine Public Utilities Commission, Emergency Services Communications Bureau—Project team member researching and reporting on protocols for crisis response services

City/County Experience

- Frederick County, MD—Project manager and fire/EMS SME for CAD, law records management system (RMS) and jail RMS procurement and implementation
- Philadelphia, PA—CAD procurement and implementation
- Gahanna, OH—CAD and law RMS procurement
- Perry County, MO—Technology assessment and communication plan development for multiple PSAP consolidation project
- Baltimore City, MD—Project manager for multiagency CAD system procurement and implementation
- Talbot County, MD—Project manager for a CAD system procurement
- Modesto, CA—Technical advisor for a technical assessment and implementation plan development of a police PSAP relocation
- Houston, TX—Fire/EMS SME for CAD system procurement
- Clark Regional Emergency Services Agency (CRESA), Clark County, WA—Technology and facilities SME for service, staffing and infrastructure assessment
- Coweta County, GA—Project manager for CAD system procurement
- City and County of Denver, Department of Public Safety—Fire/EMS SME for public safety technology assessment and strategic planning report and CAD procurement
- Portland, OR—Fire/EMS SME for call allocation and staffing study

Additional Experience

- Deputy Chief of Information Technology and Communications for a large city fire department
 - Handled multiple fire department roles and led the agency during:
 - Response and recovery efforts because of a citywide cyberattack
 - COVID-19 crisis that required the implementation of multiple technologies to support a new work environment
 - 2016 civil unrest
 - Multiple major incidents such as train derailments, blizzards and hurricanes



Industry Experience

35 years

Certifications

Maryland Fire and Rescue, Fire Officer III, Fire Service Instructor II

Maryland Instructor Certification Board – Fire/EMS/Rescue Instructor

Motorola Radio Manager

Motorola Radio Central and Command Central

CAD System Administrator

Geographic Information Systems Technician

Emergency Number Professional (ENP)

Lean Basic

Associations

Association of Public-Safety Communications Officials (APCO)

National Emergency Numbers Association (NENA)

Motorola – Maryland Trunked Users Group

Robert J. Scott, PMP

Public Safety Applications Domain Leader, Mission Critical Partners

Bob served the Pennsylvania State Police (PSP) for 26 years where he had the opportunity to be a project manager for many large public safety technology projects, then leveraged that experience into a successful career as a public safety consultant/project manager. For more than 11 years in the private sector, Bob has led and been a senior technical SME on many public safety projects including public safety software systems procurements and radio system implementations.

Representative Experience

National/State/Regional Experience

- National Highway Traffic Safety Administration (NHTSA) 911 Program Office—Senior technology specialist and CAD SME for CAD interoperability project
- Pennsylvania State Police—Project manager on a records management, CAD, and mobile data systems replacement project; tasks included preparing comprehensive functional requirements, developing an RFP for publication and managing a rigorous vendor evaluation which led to vendor selection
- Pennsylvania Emergency Management Agency (PEMA)—NG911 support and management information system procurement
- Pennsylvania Turnpike Commission—Project manager for public safety radio system RFP
- Northwest Central Dispatch, IL—Project manager for CAD/mobile data/law records management system (RMS)/fire RMS procurement, including RFP development, facilitation of vendor selection, contract negotiations and implementation oversight
- Tri-Com Central Dispatch, IL—Project manager for a CAD/mobile data system technology assessment and strategic technology plan including business need assessment, RFP development and contract negotiations

City/County Experience

- Philadelphia, PA—
 - CAD/mobile data systems RFI development, to include functional specifications, use-case demonstrations facilitation, vendor selection and contract negotiations
 - Fire RMS and personnel accountability system RFP development
- Atlanta, GA—RMS implementation consultant
- Chicago, IL—CAD/mobile data systems RFP development, vendor evaluation, facilitation of use-case demonstrations and support of contract negotiations
- Frederick County, MD—CAD, mobile data system, law RMS, Fire RMS and jail management system (JMS) systems upgrade, to include assessment, RFP development, vendor negotiation and implementation of public safety software replacement project
- Adams County Communications Center (ADCOM911), CO—PSAP assessment of technology, staffing, facility and operations
- Hamilton County, OH—Communications center efficiency study and funding analysis
- Richmond, VA—PSAP assessment and strategic plan
- Orange County, VA—Emergency communications consolidation feasibility study
- Adams County, PA—Project manager for 800 MHz public safety radio system project, negotiating separate contracts with radio, microwave and tower site vendors and providing implementation oversight of 19 radio tower sites
- Montgomery County, PA—Lead RMS SME for law enforcement RMS procurement project



Industry Experience

37 years

Education

Pennsylvania State Police Academy

B.S., Criminal Justice, University of Scranton, Pennsylvania

Certifications

Project Management Professional (PMP)

Associations

Project Management Institute (PMI)

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)



Troy Sherwin, ENP

Technology Specialist, Mission Critical Partners

Troy is a former law enforcement professional with more than 27 years of experience with the Pennsylvania State Police (PSP), having served in field operations and as lead SME/project manager for several statewide law enforcement technology initiatives. Troy progressed through the ranks of PSP to a niche in public safety software systems, then joined a public safety software company after leaving PSP. His career includes experience in team leadership, business process analysis, project management, technology acquisition and software configuration and deployment. Troy is now a technical SME on public safety projects including public safety software systems procurements. Troy is passionate about leveraging his broad knowledge in public safety technology to better serve clients within emergency communications and field operations.

Representative Experience

State/Regional Experience

- Missouri State Highway Patrol—Performed upgrade of CAD and mobile data system (MDS)

City/County Experience

- Frederick County, MD—Performed systems upgrade for CAD, MDS, law records management system (RMS), Fire RMS and jail management system (JMS)
- Talbot County, MD—Upgraded CAD and MDS
- Burleson, TX—Completed system upgrade of CAD, MDS and law RMS
- Centerville, OH—Performed CAD, MDS and law RMS systems upgrade

Additional Experience

- Special Projects Manager for TraCS
 - Served as RMS SME for the development team
 - Handled entire range of project management duties for all special projects
 - Developed, implemented and performed quality assurance for the following functionality for the State of Iowa
 - National Incident-Based Reporting System (NIBRS)
 - Drug recognition expert data collection form and submission to the National Highway Traffic Safety Administration (NHTSA)
 - Applied PennDOT crash data standards for the Commonwealth of Pennsylvania local law enforcement TraCS project
 - Developed and implemented the commercial motor vehicle inspection form and its subsequent submission to Federal Motor Carrier Safety Administration (FMCSA) available for use by all TraCS agencies
- Support Manager for TraCS—Managed and collaborated with a team of support specialists, addressing issues for more than 400 local law enforcement agencies in Pennsylvania, as well as 15 state agencies
- Pennsylvania State Police Project Lead and Implementation Manager
 - Served as the enlisted project lead for PSP's implementation of a department-wide law RMS, including computer-aided dispatch (CAD), mobile report entry (MRE) and mobile data system (MDS) software
 - Worked with wireless data communications, public safety 800 MHz radio and commercial 3G/LTE, to transmit data to/from PSP mobile computers
 - Spearheaded PSP's implementation of TraCS



Industry Experience

33 years

Education

Pennsylvania State
Police Academy

Certifications

Emergency Number
Professional (ENP)

Captivate 2, D'vinci
Interactive

Robohelp X5, D'vinci
Interactive

TraCS Software
Development Kit
Workshop

Associations

Retired State Police
Association of
Pennsylvania



Scott Goebel

CAD Administrator, Mission Critical Partners

Scott is a proven professional with experience in planning and technology management, application support, data technology and emergency communications. The supervisory, technological, and problem-solving skills he gained working in public sector agencies provide him with the knowledge to deliver expert guidance to facilities and operations projects. Scott has the analytical, leadership and people skills that lead to successful outcomes.

Representative Experience

Planning and Technology Officer

- Managed, directed and evaluated assigned staff of a fire and emergency services agency; processed employee concerns and problems, directed work and conducted performance appraisals
- Managed support and implementation of assigned websites, web applications and information systems; provided guidance and made recommendations regarding implementation, requirements and specifications for assigned systems
- Developed departmental standard operating procedures (SOPs) for the acquisition of technology and change control
- Served as project lead for implementation of Kronos Workforce Telestaff staffing solution for the department and as project manager for all GIS/Esri projects

Application Support Analyst

- Supported information services for Georgia Tax Commissioner, Child Support Services and local department of motor vehicle (DMV) offices
- Provided application user support in identifying and resolving service issues; design and modified application configurations based on user requirements
- Coordinated with software vendors to deliver upgrades and conducted training for end users
- Coordinated implementation of Tyler Technologies' computer-assisted mass appraisal (CAMA) modules
- Developed and maintained custom-created C# document management system

Fire Data Technician

- Collected and processed field operations data, using analysis tools such as JMP and R
- Read, interpreted and translated departmental SOPs into software requirements
- Created, developed and tested custom applications in Visual Studio using C#
- Built and maintained databases across multiple agencies
- Created CSS and custom HTML for on-premises SharePoint master page
- Coded, developed and maintained custom C# application that interfaced with active directory
- Created readiness training using RFID to capture and analyze performance metrics

E911 Supervisor

- Supervised and directed work of emergency communication operators
- Troubleshoot issues arising from computer and network systems
- Created custom solutions for digitizing record retention and documentation
- Answered, processed and dispatched emergency calls for service, providing life-saving and pre-arrival instructions to callers during emergencies



Industry Experience

14 years

Education

B.S., Information Technology, Kennesaw State University, GA

Certifications

State of Georgia Peace Officer Standards and Training Council (GA POST), Communication Officer, General Instructor

North Central Georgia Law Enforcement Academy, Crisis Intervention
CPR Instructor



MissionCriticalPartners

Richard B. Harrison, ENP

Senior Technology Specialist, Mission Critical Partners

Rick brings extensive telecommunications experience in the public safety sector. His accomplishments include managing large, complex projects and programs, such as developing a CAD system that resulted in a national product; initiating a text-to-911 program; and implementing a P25 radio system. Rick also has a 30-year career and background in the fire/EMS service as a former fire chief and EMS provider. He serves as a technology, CAD and records management system (RMS) SME.

Representative Experience

State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)—Data gathering and reporting for statewide PSAP assessment
- PEMA—NG911 consulting
- Illinois—NG911 feasibility study
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS assessment
- National Highway Traffic Safety Administration (NHTSA)—CAD2CAD assessment

City/County Experience

- Atlanta, GA—CAD procurement for police and fire
- Philadelphia, PA—CAD procurement for police and fire
- Montgomery County, PA—Technology project management for law enforcement records management system (RMS)
- Hillsborough County, FL—Fire and Rescue Department CAD procurement
- Charles County, MD—Fire and EMS assessment
- Harford County, MD—EMS organizational analysis
- Durham, NC—Police Department Headquarters complex relocation
- Hamilton County, OH—Communications center assessment
- Orange County, VA—Emergency communications consolidation assessment
- Richmond, VA—PSAP assessment and strategic plan development
- Centerville, OH—CAD/RMS procurement
- Orange County, CA—Fire Department PSAP assessment
- San Bernardino, CA—EMS optimization analysis
- Cobb County, GA—Technology assessment and strategic plan
- El Paso-Teller County 9-1-1 Authority, CO—Regional CAD solution

Additional Experience

- Lancaster County, PA—Countywide communications
 - Served as operations manager, primary supervisor, and assistant supervisor dispatcher for police, fire and EMS
 - Assisted in the development of three different CAD systems
 - Planned and oversaw PSAP relocation and renovation of 911 Center
 - Managed PSAP daily operations and development of policy and procedure
 - Developed field communications vehicle and subsequent policies for response
 - Supported P25 radio system project from the development of infrastructure to subscriber equipment to code plug development
 - Integrated Millersville University and Franklin and Marshall College into the County dispatch system



Industry Experience

44 years

Certifications

CJIS Level 4 Security Awareness Certification

Emergency Number Professional (ENP)

Certified Pennsylvania 911 Supervisor

Emergency Management Certification

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Board Member Lancaster County Fire Chiefs—Present Treasurer



Lisa L. Kovacs, ENP

Communications Consultant, Mission Critical Partners

Lisa is a veteran within the public safety community, serving as a 911 director and public safety software sales support specialist for CAD, mobile and mapping systems. Lisa has experience in all facets of public safety software, beginning as a trainer, then implementing systems as a senior project manager. Further on, she became a senior product manager responsible for designing and releasing CAD, mobile, mapping and interfaces to records management systems (RMS), jail management systems (JMS) and more than 30 third-party systems. Lisa also implemented and was the training manager of the National Training Academy, not only training over 150 client sites in preparation for Y2K and new employees but she was also assigned to a special team that assisted in getting the new WebRMS out to the field by assisting with the new product's quality assurance/quality control (QA/QC).

Representative Experience

City/County Experience

- Frederick County, MD—Replacement of CAD, mobile and JMS
- Jefferson County, MO—CAD assessment
- North Texas Emergency Communications Center, TX—CAD procurement for four 9-1-1 agencies
- Denton, TX—Project manager for mobile data automatic vehicle locator (AVL) assessment
- Charlotte, NC—Emergency communications personnel study
- Shelby County, TN—Memphis Police Department (PD) OnCall CAD/mobile/mapping migration/upgrade, consolidation of police and fire CAD, Shelby County Sheriff's Office P1 upgrade, Bartlett Fire and Fire Department procurement of new CAD, mobile mapping/LMS and JMS as well as Millington, MD County handheld mobile procurement
- Travis County, TX—RMS and JMS procurement
- Sedgwick County, KS—RMS and JMS implementation
- McLean County, IL—RMS and JMS procurement
- Stanly County, NC—911 Board Grant assistance

Additional Experience

- Served as first county 911 director, establishing a consolidated 911 emergency communications department; coordinating implementation of E911 and CAD/mapping; leading the countywide consolidation of five city police departments, countywide EMS service and 17 fire departments and managing renovations for a new 911 center
- Served as telecommunications division manager, leading a renovation to accommodate a new city/county collocated 911 center and consolidated city police and fire communications and managing the citywide phone system, including system changes and chargeback
- Served as the APCO program manager responsible for teaching the APCO 80-hour Telecommunicator Certification program and managing 25 contract instructors
- Accelerated the development of new RMS web product
- Led state users group meetings, explaining the migration process to new product
- Managed VisionCAD, VisionGIS and VisionLMS product lines
- Performed proposal development and RFP review related to CAD implementation, as well as mapping and mobile systems



Industry Experience

42 years

Certifications

Emergency Number Professional (ENP)

Associations

Association of Public-Safety Communications Officials (APCO)

National Emergency Number Association (NENA)

One of the 13 founding members of the NENA Institute Board overseeing the ENP Program and serving for 15 years, three times as President of the Board



MissionCriticalPartners

Jim Pingel, MPA

Vice President, Director of Data and Software Integration Services, Mission Critical Partners

Jim has significant diversified experience in project management, data integration, service-oriented architecture, contract management, budgeting, grant writing, program management, IT governance and business architecture. He has implemented large-scale, multiyear data integration projects at state and local levels by employing national standards. Jim is currently leading teams of IT experts who deliver software implementation, data integration and analytics for practitioners spanning the public safety ecosystem, from emergency communications and first responders to criminal justice. Jim's overriding objective has always been to help justice and public safety agencies share information, collaborate and make data-driven decisions to better protect our communities.

Representative Experience

National/State Experience

- Iowa—Criminal Justice Information Sharing (CJIS) Program
Supporting over 26 distinct real-time criminal justice data exchanges connecting 8 state agencies, 99 counties and over 200 law enforcement agencies, for a program that has won multiple awards (including the 2011 Best of National Information Exchange Model [NIEM] Award)
- Georgia—Criminal Justice E-Filing Project (CJEP)
Led implementation of ten electronic exchanges in four pilot counties; guided the budgeting, procurement and legislative liaison efforts in support of CJEP
- NIEM Program Management Office
Performed project management, stakeholder management, business analysis and business architecture development
- Illinois State Police—Uniform Crime Reporting Program
Served as consultant to the Program Manager on the transition from Summary Crime Reporting to the National Incident-Based Reporting System (NIBRS)
- Wisconsin Justice Information Sharing (WIJIS)—Program Director
Led the team that launched the WIJIS Justice Gateway and built the statewide eCitations exchange; expanded the use of NIEM as the state's standard
- Wisconsin Sentencing Commission—Deputy Director
Led research and data-gathering

City/County Experience

- Fulton County Sheriff's Office, GA—Led a comprehensive assessment of IT resources and staffing and provided a roadmap for future evolution
- San Jose Police Department, CA—Led the effort to prepare all aspects of Department operations for the transition to NIBRS reporting: changes to the policy manual; business process change; updated offense code tables and an error-reporting dashboard
- Alexandria, VA—Served as a team leader in the evaluation of current business practices and development of RFPs to replace Jail, Prosecutor and Warrant systems
- Milwaukee, WI—Founded and led COMPASS, a project funded by a National Institute of Justice (NIJ) grant, to support a community crime-mapping initiative
- Milwaukee Police Department, WI—Budget and Finance Director
Managed the Department's \$140 million operating budget; managed capital projects, including a District Station/Communications Center combined facility

Additional Experience

- IJIS Institute—Chair of IJIS' CJIS Advisory Committee since 2016



Industry Experience

29 years

Education

MPA, University of Wisconsin-Madison

B.A., Public Administration, University of Wisconsin-Whitewater

Associations

Project Management Institute (PMI)

Integrated Justice Information Systems (IJIS) Institute—CJIS Programs Advisory Committee (CPAC), Chair 2011-Present

Justice Information Sharing Practitioners Network (JISP) Vice-Chair 2006-2010



MissionCriticalPartners

Joseph J. Mierwa

Software Architect, Mission Critical Partners

Joe has years of experience and is a highly regarded professional with a demonstrated history of working in the information technology and telecommunications industries. He is a design professional skilled in both java and .NET frameworks as well as IT Strategy in product development, design, maintenance and operations.

Representative Experience

State/Regional Experience

- Iowa—Criminal Justice Information Sharing (CJIS) Program
Leads the development and support of the ongoing criminal justice workflow automation between the state of Iowa courts and other business partners
- Iowa—Corrections to Health Program
Leads the development and support of exchange of Continuity of Care document sharing between corrections facilities on inmate intake and discharge/transfer and the state health networks
- Georgia—Criminal Justice E-Filing Project (CJEP)
Developed specifications and testing environments in consulting
- California—State Court System
Co-led the development of the NIEM messaging payloads, following Joint Application Design (JAD) principles
- Wisconsin—Integrated Justice Information Sharing (IJIS)
Led development efforts as a NIEM consultant and architected NIEM integration
- Ohio—Law Enforcement Data Sharing Project (OLLEDSN)
Led development efforts as a NIEM consultant, and architected NIEM integration

City/County Experience

- Lake County, IL—Support Criminal Exchange projects, including Incident, Arrest Warrant and Warrant Quash, Return of Service

Additional Experience

- National Emergency Number Association/Association of Public-Safety Communications Officials (NENA/APCO) Emergency Incident Data Document (EIDD)
- NENA Emergency Incident Data Object (EIDO)
- Health Level 7 (HL7) standards. HL7 V2.x, HL7 V3, Reference Implementation Model (RIM) and Clinical Document Architecture (CDA)
- Product development and distributed systems architecture
Co-architect of the CDX ExchangeBuilder
Responsible for architecture redesign of the VisionRMS
- Systems integration using service-oriented architecture (SOA) practices and tools in the justice public safety sector in all areas of the project lifecycle in both java and .NET environments
- Extensive object and business process modeling and development experience with Unified Modeling Language (UML) and modeling of business processes with Business Process Model and Notation (BPMN)
- Development of open standards with standards bodies including NIEM in the justice public safety sector, and telecommunications standards in IETF, ANSI, ITU and ETSI
Led VisionAIR to become an earlier adopter of the NIEM and open standards in the general public-safety sector



Industry Experience

35+ Years

Education

B.S. Electrical Engineering, Purdue University, IN

Associations

National Information Exchange Model (NIEM)

Internet Engineering Task Force (IETF)

American National Standards Institute (ANSI)

International Telecommunication Union (ITU)

European Telecommunications Standards Institute (ETSI)

NENA EIDO Conveyance Working Group



MissionCriticalPartners

Richard J. McCoy

Senior Program Manager, Mission Critical Partners

Rick is a highly accomplished leader with a proven track record of assembling effective teams/departments and leading them through the successful implementation of complex projects in both the public and private sector, coming in on-time and on-budget. He offers an exceptional ability to work with clients, staff, and contracted vendors to establish relationships that lead to effective, collaborative partnerships. Rick's strength and depth of experience lie in managing multiple system vendors to implement criminal justice exchange specifications.

Representative Experience

Federal Experience

- U.S. Department of Transportation/National Highway Traffic Safety Administration (NHTSA)—911 DataPath Pilot Project
Engaged in developing a pilot project regarding data analysis of 911 calls, building a pilot collection method to populate a repository that can be scaled to the state and federal level and that will allow decision makers to have a unique and dynamic view of the data

State/Regional Experience

- Iowa Criminal Justice Information Sharing (CJIS) Program
Managed all aspects of the implementation of a statewide, integrated criminal justice system for the state of Iowa
Implemented numerous criminal justice data exchanges between the Iowa courts, 911 County Attorneys, Department of Corrections, Department of Public Safety, and 400+ local law enforcement agencies
- Tennessee
Participated in architecting the solution that would store information across the Justice and Health Care domains; managed all aspects of the implementation
Tennessee Emergency Communications Board (TECB)—Participated in sponsored security assessments of 911 centers in the state including several on-site engagements to set up the assessment process and review the results
- Colorado—Served as District Attorneys' Council Chief Information Officer
Led and directed a team of professionals in managing the design, development, and implementation of a Prosecutor's case management system (CMS) installed in District Attorney's offices throughout the state.

City/County Experience

- Lake County, IL—Managing a project that includes integration, system conversion and application support
- Milwaukee Police Department, WI—Implemented the Mission-Critical NetPulse® Advanced product, which included network and CAD monitoring
- Lacey and Olympia, WA and Forney, TX Fire Departments—Assisted Vector Solutions with scheduling and implementing Fire RMS DataLink™ product

Additional Experience

- Chief Information Officer
Led the IT department of 110 staff that included infrastructure, help desk, application development and database administration
Rebuilt the entire environment including infrastructure, security, and applications to create an enterprise IT environment



Industry Experience

36 years

Education

B.S., Computer and Management Science,
Metropolitan State College of Denver, CO

Pricing DRAFT

Professional services outlined above will be provided for an additional total fee of \$279,959, including expenses, for a total project **fee of \$328,959**, including expenses. A schedule of those fees have been provided in the table below.

Phase Description	Fee
Phase 1A: CAD Operational and Functional Needs Analysis and Requirements Outline	\$31,000
– RMS/JMS Operational and Functional Needs Analysis and Requirements Outline (Amendment # 1)	\$24,730
Phase 1B: Data Integration Assessment and Workflow Mapping (Amendment #1)	\$19,000
Phase 1 Subtotal	\$74,730
Phase 2: CAD Specification Writing and RFP Development	\$18,000
– RMS/JMS Specification Writing and RFP Development (Amendment #1)	\$30,000
Phase 2 Subtotal	\$48,000
Phase 3: CAD/RMS/JMS System Procurement Process (Amendment #1)	\$61,229
Phase 4: CAD/RMS/JMS Contract Negotiations (80 Hours) (Amendment #1)	\$20,000
Phase 5: CAD/RMS/JMS System Implementation and Cutover Support (Amendment #1)	\$125,000
Professional Services Agreement MCP Project # 12-500, Exhibit A Executed on November 17, 2022	\$49,000
Contract Amendment No. 1, Additional Services	\$279,959
Total Project Fee	\$328,959



Facilities Management

To: Coweta County Board of Commissioners

From: Mike Johnson, Director of Facilities Management

Date: 3/2/2023

RE: Selection of a Construction Manager at Risk for the Leroy Johnson Community Center - 1st District

Issue: Selection of a Construction Manager at Risk contractor for construction of the Leroy Johnson Community Center

Discussion: Architect Kip Oldham (K A Oldham Design) solicited a request for qualifications (RFQ) and a request for proposal (RFP) for a Construction Manager at Risk (CMAR) for the Leroy Johnson Community Center. The RFQ proposals were reviewed and scored by the panel to narrow the field to the following three (3) firms that met the RFQ selection criteria. The fee proposals from three (3) highest scoring firms were then opened and were calculated with the RFP response scores making up 25% of the total score and the price proposals making up 75% of the total score.

Headley Construction	93.82 points	\$212,910.00
MEJA Construction, Inc.	76.20 points	\$264,125.00
Diversified Construction	16.41 points	\$439,720.00

FINANCIAL IMPACT:

This is a Budgeted Item.

03/21/23 123456 · SPLOST

(\$212,910.00)

Recommendation: Staff recommends that the Board retain Headley Construction as the Construction Manager at Risk (CMAR) contractor for the Leroy Johnson Community Center project in the amount of \$212,910.00.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 7th day of March in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Coweta County,
22 East Broad Street
Newnan, Georgia 30263
Telephone Number: 770-254-2601

and the Construction Manager:
(Name, legal status, address, and other information)

Headley Construction, General Corporation
44 E Washington St.
Newnan, GA 30263
Telephone Number: (770) 253-8027

for the following Project:
(Name, location, and detailed description)

21118-00 Leroy Johnson Community Center
Senoia, Georgia
approximately 4,400 sf community center for use by the citizens of Coweta County. Space programming to include primary gathering space, offices, storage, catering kitchen and small meeting areas as well as required restrooms.

The Architect:
(Name, legal status, address, and other information)

K.A. Oldham Design, Inc, Subchapter S Corporation
75 Jackson St
Suite 401
Newnan, GA 30263
Telephone Number: 770-683-9170
Fax Number: 770-683-9171

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program has been determined by the Architect. Resultant construction documents have been prepared to reflect that program. Owner has approved said documents to date.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

one story, type Vb construction on poured concrete slab to be built on a pad ready site prepared by the Owner.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

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\$1,350,500.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completed once CM returns comments to the Permit set – due April 3, 2023

.2 Construction commencement date:

Construction May commence once GMP is approved, April 11, 2023. May be sooner with Owner's permission

.3 Substantial Completion date or dates:

October 27, 2023

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Schedule noted above is based on the need to occupy a fully operation space with ample time for Owner to inhabit the space and assure correct operation of the site by November 6, 2023

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mike Johnson
Telephone Number: 678-233-4375

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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Tim Symonds -the architect's project manager

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Coweta County has provided this information

.2 Civil Engineer:

Nandina
213 Seventh Street
Augusta, GA 30909
(p) (706) 395-5716

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

K.A. Oldham Design, Inc is providing project management as part of our contract. That position is being filled by Tim Symonds.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Kip Oldham
75 Jackson St
Suite 401
Newnan, GA 30263
Telephone Number: 770-683-9170
Fax Number: 770-683-9171

Email Address: koldham@kaod.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mitch Headley
44 E Washington St.
Newnan, GA 30263
Telephone Number: (770) 253-8027
Email Address: mitchheadley@headleyconstruction.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

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N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

TBD

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the

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Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$14,878 – this is 10% of the agreed upon fee

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position**Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 1 (one) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 45 (forty five) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

twelve % 12

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the agreed upon GMP

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

15% for self performed work. 7% for subcontracted work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

as noted in 6.1.2 and 6.1.3

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 5 percent (5 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

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This information will be provided as part of the agreed upon GMP and at the owner's request as part of open book review of pay applications as necessary.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to

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review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the

Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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5% of the value of the completed approved work per State of Georgia law

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

as allowed by State of Georgia law

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

shall not include retainage for any outstanding items.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

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§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other: (Specify)

Litigation in the Superior Court of Coweta County

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

All approved costs related to the work to date and the fee based on the agreed percentage of those approved costs.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less applicable limits required by law.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million (\$ 1,000,000) per claim and one million (\$ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
-Environmental Impairment Liability and or Pollution Liability	\$1,000,000 per occurrence
-Umbrella Excess Liability	\$1,000,000 over existing coverage

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Item 5 is not a part of this agreement

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

N/A

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Headley Construction's Response to the RFP	Statement of Qualifications Construction Management-At-Risk Services for Leroy	February 22, 2023	44

Johnson Community
Center
Senoia, Georgia

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

John Reidelbach, Chairman of the Board of
Commissioners
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Mitch Headley, President and CEO
(Printed name and title)

Init.

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User Notes:

(1362047880)

Packet Pg. 208

Attachment: 2023.Headley.CMAR.Leroy Johnson Community Center (13691 : Construction Manager at Risk for the Leroy Johnson Community



Facilities Management

To: Coweta County Board of Commissioners

From: Mike Johnson, Director of Facilities Management

Date: 2/22/2023

RE: Gas Contract Associated for the Jail Expansion Project

Issue: Gas Extension Contract Associated with the Jail Expansion Project

Discussion: Staff is in receipt of a Non-Residential Gas Extension Contract from Atlanta Gas Light Company (AGL) associated with the jail expansion project at 560 Greison Trail, Newnan. The contract authorizes AGL to install and maintain service lines and mains for the project.

FINANCIAL IMPACT:

Outlined in contract

Recommendation: Staff recommends that the Board authorize the Facilities Management Director to electronically execute a Non-Residential Gas Extension Contract with Atlanta Gas Light Company to install and maintain service lines and mains to prevent any delays for the jail expansion project.



#816.01

NON-RESIDENTIAL GAS EXTENSION CONTRACT

811 no.

(BCA NO) 293787

STATE OF GEORGIA
COUNTY OF COWETA
DATE Feb 20, 2023

AFE NO.
APPLICANT COWETA COUNTY BOARD OF COMMISSIONERS
LOCATION 560 Greison Trail Newnan, GA 30263

MAILING ADDRESS 22 E BROAD ST Newnan, GA 30263

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and COWETA COUNTY BOARD OF COMMISSIONERS hereinafter called Applicant, witnesseth :

WHEREAS, Applicants owns, or occupies as lessee, certain property in Land Lot no. (none) of the district of COWETA County , Georgia, being No. 560 Greison Trail in the city of Newnan ; has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, including 1 gas meter(s) to serve the total equipment load indicated in Schedule (A) at a delivery pressure of 2 #; Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates

(2) Applicant will install and commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period 1 years those appliances and the equipment indicated by Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B(1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(3) Within one year after the service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.

(4) If based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estimated Cost to Serve indicated in Schedule A unless changes in facilities are required by the Applicant.

(5) Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (4) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(6) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(7) Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such a manner as they shall mutually agree upon.

(8) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and Company shall have the right, without the consent of, or any refund to, Customer, (a) to extend the gas main or connect additional gas mains connections attached to such main or extended or connected gas mains.

(9) This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved or otherwise made effective, by the Georgia Public Service Commission, or by any other government body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulation, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party fails to execute the contract within 45 days of the day and year above.

(10) Applicant acknowledges that in executing this Agreement they have relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement

Schedule A	
A	Estimated Cost To Serve \$35,890
B	Estimated Annual Revenue \$9,110
C	Contribution Required by Applicant \$0
D	Total Required by Applicant \$0
E	Contribution Amount Eligible For Refund \$0
F	Customer Gas Equipment

UseCode	Gas Equipment	CubicFeet/H
1	CLOTHES DRYER	1620
1	COOKING EQUIP.	1147
1	EXISTING LOAD	3473
1	WATER HEATING	2550
1	OTHER	2000
1	SPACE HEATING	3580
1	GENERATOR	8656

IN WITNESS WHEREOF, the parties hereto set their hands on and affix their seals.

BY _____
 PRINT NAME _____
 APPLICANT _____
 WITNESS _____
 DATE _____ TITLE _____

ATLANTA GAS LIGHT COMPANY

BY _____
 TITLE _____ DATE _____
 WITNESS _____ MARKETER _____

Attachment: 560 greison trail newnan contract pwr 2810755 (13674 : Gas Contract for the Jail Expansion Project)

#816.02C

ATLANTA GAS LIGHT COMPANY
NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and Mains necessary to furnish permanent service to Applicants for Non-Residential Service within established service area: the Company will be constructed by the Company in accordance with the following provisions:

A General

The Company will construct, own, operate and maintain gas Mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its Main to the Premises of the Applicant. All such Main and Service Line will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment Beyond the First 125 Feet of Main and Service Line

(a). The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b). The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c). The Allowable Investment in Main and Service Line shall be based upon engineering cost estimates.

(d). The Applicant's Estimated Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service Line is not sufficient to cover the cost of extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's Main to the first reasonably acceptable meter location as determined by the Company.

(c) The Company reserves the right to designate the locations and specifications for the main taps, Service Lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant requests an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of Service Line laid as requested by the Applicant comes within the Allowable Investment provided in this rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering Equipment and Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B(1)(d) above have been achieved.

Attachment: 560 greison trail newnan contract pwr 2810755 (13674 : Gas Contract for the Jail Expansion Project)

(ii) If, based upon the above determination, there is a lesser Allowable Investment than that originally granted and a payment is required in addition to the prior payment by the Applicant, if any, such additional payment shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) First, the original Applicants made a payment to the Company for the original Main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicants refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional Customer shall be directly connected to the Main extension and no further extension of Main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to a Main already laid or to a Main provided for under an existing agreement for a Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any Customer who made an advance for the installation of the Main already laid or for the Main provided for under such existing agreement.

(vii) Refunds will be made for the funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment at the engineering cost.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including Metering and Regulating Equipment, is for the convenience of the Applicant or the Customer, such relocation, shall be performed by the Company at the expense of the Applicant or the Customer.

C Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

D. Special Conditions

1. Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Line in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to use for the period contracted for, an amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable Investment is based.

Such contract will also provide that if the Applicant fails to take service or fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Non-Residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

2. Periodic Review

The Company will as soon as possible after the close of each of its fiscal years review its costs of construction of Mains, Services Lines and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations that in the Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to refer line extensions from any of its lines operating at a pressure in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

- (a) To extend the gas Main or connect additional gas Mains to any part of it.
- (b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears to create a hardship to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 8.

At the end of its review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

**NOTICE OF INTENT
VERSION 2008**

**State of Georgia
Department of Natural Resources
Environmental Protection Division**

**For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments**

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one):

Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)

Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)

Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770
 Address: 10 Peachtree Place City: Atlanta State: GA ZipCode: 30309
 Utility Sub-Contractor's Name(Optional): _____ Phone: _____
 Address: _____ City: _____ State: _____ ZipCode: _____
 Facility Construction Site Contact: Brian Leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

HBB

I certify that I will adhere to the Primary Permittee's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to construction activities.

HBB

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date: 02/01/2013

Attachment: 560 greison trail newnan contract pwr 2810755 (13674 : Gas Contract for the Jail Expansion Project)



Road Department

To: Coweta County Board of Commissioners

From: Ryan Phillips, Operations Manager

Date: 2/27/2023

RE: Bid Award Associated with Roadside Spraying

Issue: Bid Award Associated with Roadside Spraying

Discussion: In the FY 2023 budget, the Board approved \$70,000.00 for roadside vegetation management. Staff received bids from the following three (3) companies on February 20, 2023:

- Opterra Solutions - \$59.80 per mile
- DeAngelo Contracting Services LLC - \$63.00 per mile
- ChemPro Services - \$77.25 per mile
- American Eagle LLC – Round 1 (\$70.00 per mile) Round 2 (\$74.00 per mile) Round 3 (\$59.00 per mile)

Opterra Solutions submitted a bid with the lowest and best price at \$59.80 per round. Each round (total of 3) will cover approximately 310 miles.

FINANCIAL IMPACT:

1-4-206-7910 (Roadside Vegetation Management)

Recommendation: Staff recommends that the Board retain Opterra Solutions, on a lowest and best bid basis, to perform three (3) rounds of roadside spraying during FY 2023 at a total cost of \$59.80 per mile.

**Coweta County 2023 Proposal Request
For Roadside Vegetative Management Chemical Mowing**

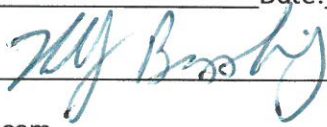
9.0 Price Sheet

The cost is \$ 70.00 per mile Round #1. The cost \$ 74.00 per mile round #2.

The cost is \$ 59.00 per mile round #3. Based on 300 to 325 miles per application.

I certify that the equipment used meets or exceeds the bid specifications, and that I, the undersigned Bidder has carefully examined the specifications, terms, and conditions of the bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that this bid has not been divulged, discussed, or compared with any other bidder or parties to a bid, whatsoever, for any fraudulent purpose.

Submitted by: American Eagle, LLC Date: 2/19/23

Company Representative: Kelly Brookins Jr 

E-mail Address: Kelly.Brookins@americaneaglepro.com

Company Address: 136 Crawfordville Rd, Lexington, GA 30648

Company Phone#: 912-674-8295 Fax #: NA

Coweta County Board of Commissioners reserves the right to reject any and all bids.

Coweta County 2023 Proposal Request
For Roadside Vegetative Management Chemical Mowing

9.0 Price Sheet

The cost is \$ 63.00 per mile Round #1. The cost \$ 63.00 per mile round #2.
The cost is \$ 63.00 per mile round #3. Based on 300 to 325 miles per application.

I certify that the equipment used meets or exceeds the bid specifications, and that I, the undersigned Bidder has carefully examined the specifications, terms, and conditions of the bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that this bid has not been divulged, discussed, or compared with any other bidder or parties to a bid, whatsoever, for any fraudulent purpose.

Submitted by: DeAngelo Contracting Services, LLC Date: 02/15/2023
Company Representative: Kerri Leigh
E-mail Address: kleigh@deangelocontractingservices.com
Company Address: 100 N Conahan Dr, Hazleton, PA 18201
Company Phone#: 980-800-4167 Fax #: _____

Coweta County Board of Commissioners reserves the right to reject any and all bids.

Coweta County 2023 Proposal Request
For Roadside Vegetative Management Chemical Mowing

9.0 Price Sheet

The cost is \$ 77.25 per mile Round #1. The cost \$ 77.25 per mile round #2.
The cost is \$ 77.25 per mile round #3. Based on 300 to 325 miles per application.

I certify that the equipment used meets or exceeds the bid specifications, and that I, the undersigned Bidder has carefully examined the specifications, terms, and conditions of the bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that this bid has not been divulged, discussed, or compared with any other bidder or parties to a bid, whatsoever, for any fraudulent purpose.

Submitted by: ChemPro Services, Inc. Date: 1/26/23
Company Representative: Jamie Rauch/Jamie Rauch
E-mail Address: jrauch@chemproservices.com
Company Address: Corp. 3311 Gulf Breeze Pkwy #350 Gulf Breeze, FL 32563
Company Phone#: 8772219130 Fax #: 8664858655

Coweta County Board of Commissioners reserves the right to reject any and all bids.

Coweta County 2023 Proposal Request
For Roadside Vegetative Management Chemical Mowing

9.0 Price Sheet

The cost is \$ 59.⁸⁰ per mile Round #1. The cost \$ 59.⁸⁰ per mile round #2.
The cost is \$ 59.⁸⁰ per mile round #3. Based on 300 to 325 miles per application.

I certify that the equipment used meets or exceeds the bid specifications, and that I, the undersigned Bidder has carefully examined the specifications, terms, and conditions of the bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that this bid has not been divulged, discussed, or compared with any other bidder or parties to a bid, whatsoever, for any fraudulent purpose.

Submitted by: Opterra Solutions Date: 2/10/23
Company Representative: [Signature]
E-mail Address: bids@opterrasolutions.com
Company Address: 270 Bruner Rd Lexington SC 29072
Company Phone#: 803-957-8989 Fax #: _____
Rep: Robert Calamas
803-497-8435
rcalamas@opterrasolutions.com

Coweta County Board of Commissioners reserves the right to reject any and all bids.



Transportation & Engineering

To: Coweta County Board of Commissioners

From: Tod Handley, Public Works Director

Date: 3/2/2023

RE: Resolutions Associated with Right-of-Way Acquisition for the Sullivan Road Widening and Improvement Project (RB16.13) - 4th District

Issue: Right-of-Way Acquisition for Sullivan Road Widening and Improvement Project

Discussion: Right-of-way acquisition for the Sullivan Road Widening and Improvement Project is nearing completion. Acquisition of the necessary right-of-way and/or easements from the following parcels have not been completed because of unsuccessful negotiations or contact efforts with the property owners:

- Parcel 7: Norton
- Parcel 8: Middleton
- Parcel 26: Chastain
- Parcel 28: SFRA
- Parcel 29: Martin
- Parcel 54: Carrillo

Condemnation of these parcels will be necessary in order for the project to move into the construction phase without additional delay.

Recommendation: Staff recommends that the Board execute Condemnation Resolutions for Parcels 7, 8, 26, 28, 29, and 54 associated with the Sullivan Road Widening and Improvement Project (RB16.13).

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "7" 269.21 +/- square feet, Required Temporary Easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Matthew J. Norton and Abigail P. Norton
Secured interest holder(s):	Guaranteed Rate Affinity, LLC

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

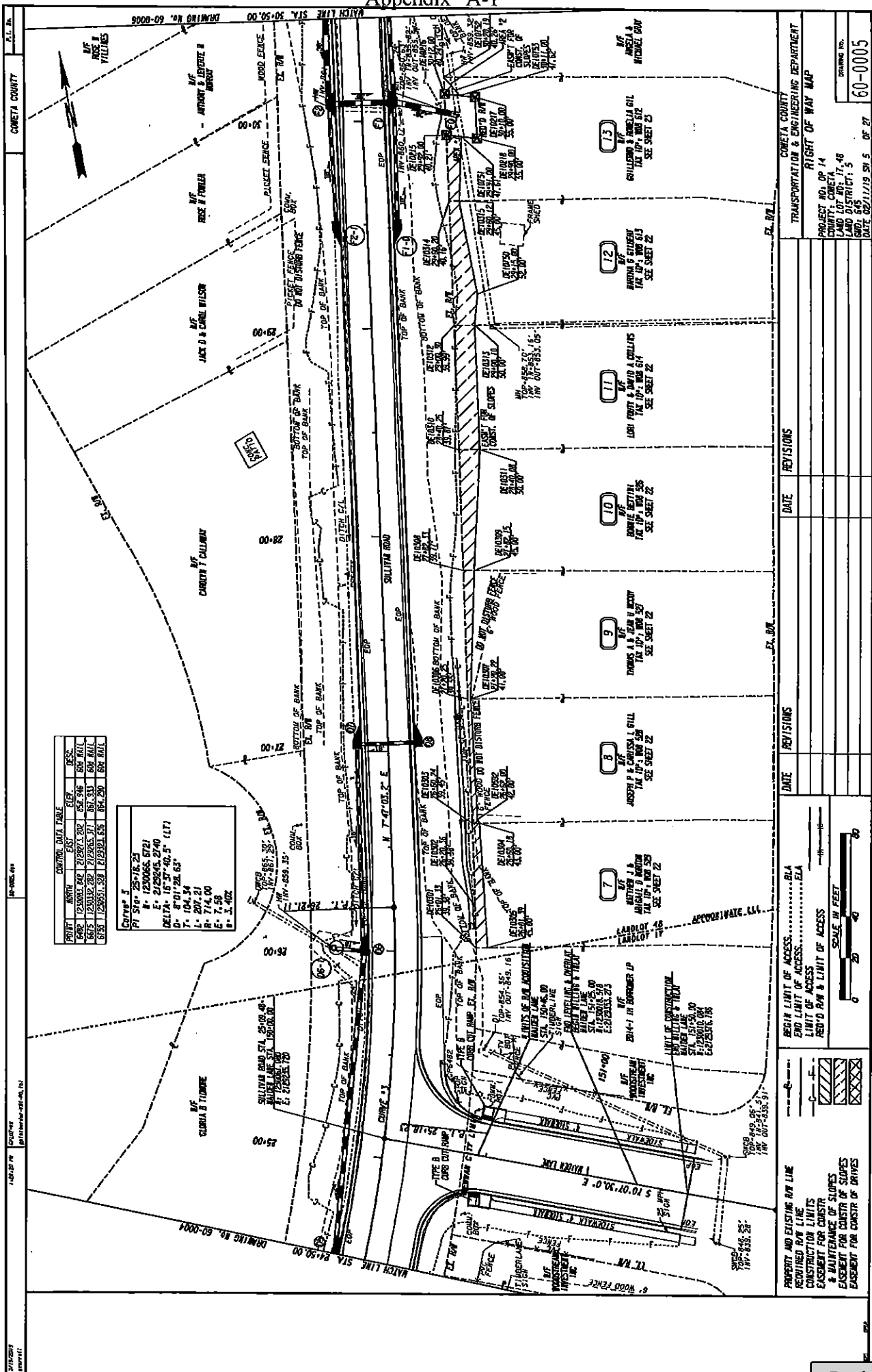
IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

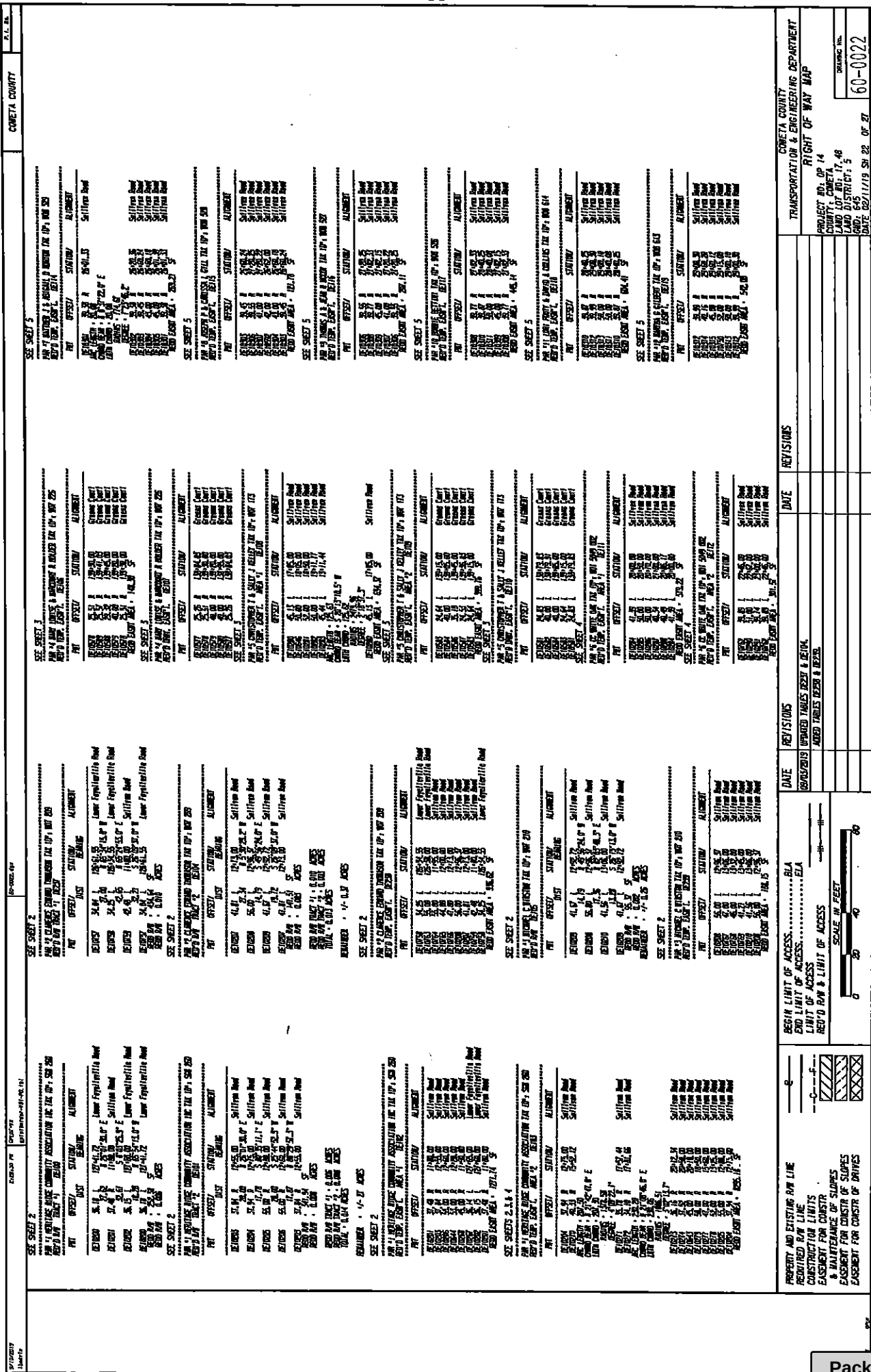
SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of March, 2023.

Chairman

Attest:

Clerk





ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "8" 121.78 +/- square feet, Required Temporary Easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Hunter Middleton
Secured interest holder(s):	LoanDepot.com, LLC

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

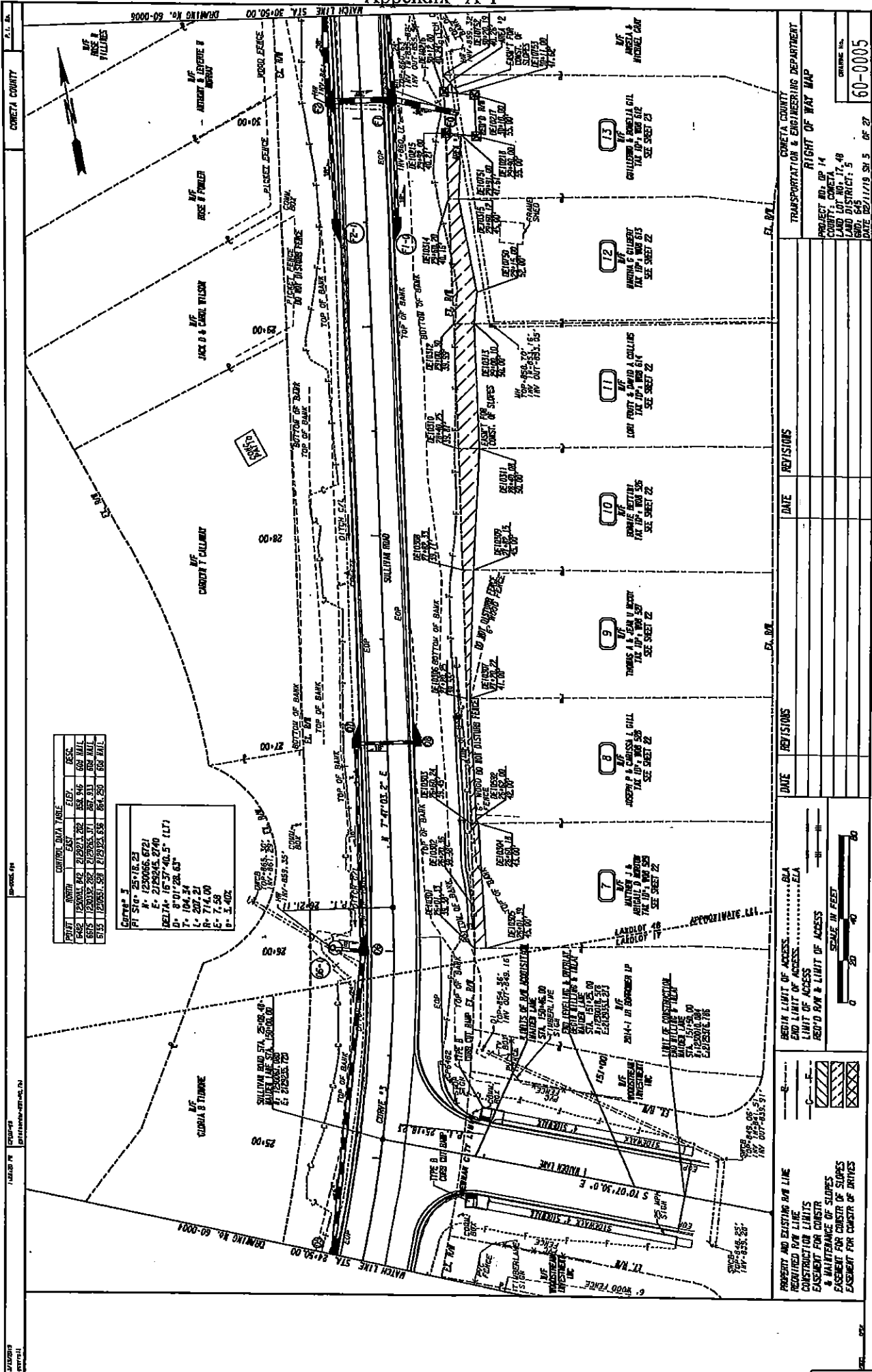
IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of
March, 2023.

Chairman

Attest:

Clerk



[illegible]

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "26" 134.09 +/- square feet, Required Temporary Easement and a driveway easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Cody Chastain and Troy Chastain
Secured interest holder(s):	None

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of March, 2023.

Chairman

Attest:

Clerk



[illegible]

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "28" 1,112.02 +/- square feet, Required Temporary Easement and a driveway easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	SFR Acquisitions, LLC
Secured interest holder(s):	None

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

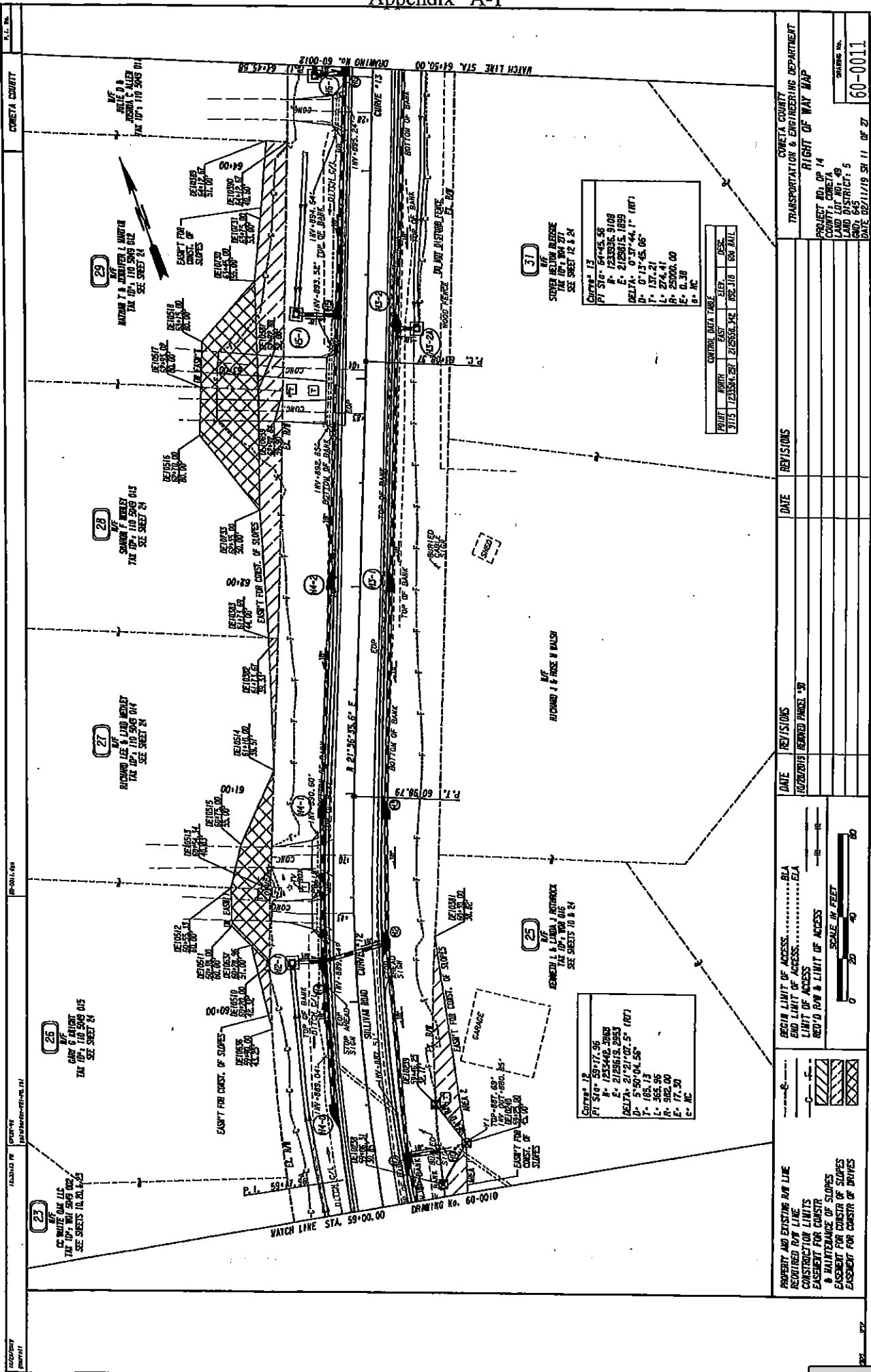
IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of March, 2023.

Chairman

Attest:

Clerk



[illegible]

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

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WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "29" 1,553.08 +/- square feet, Required Temporary Easement and a driveway easement as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Nathan T. Martin and Jennifer Lauren Martin
Secured interest holder(s):	Primary Residential Mortgage, Inc.

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

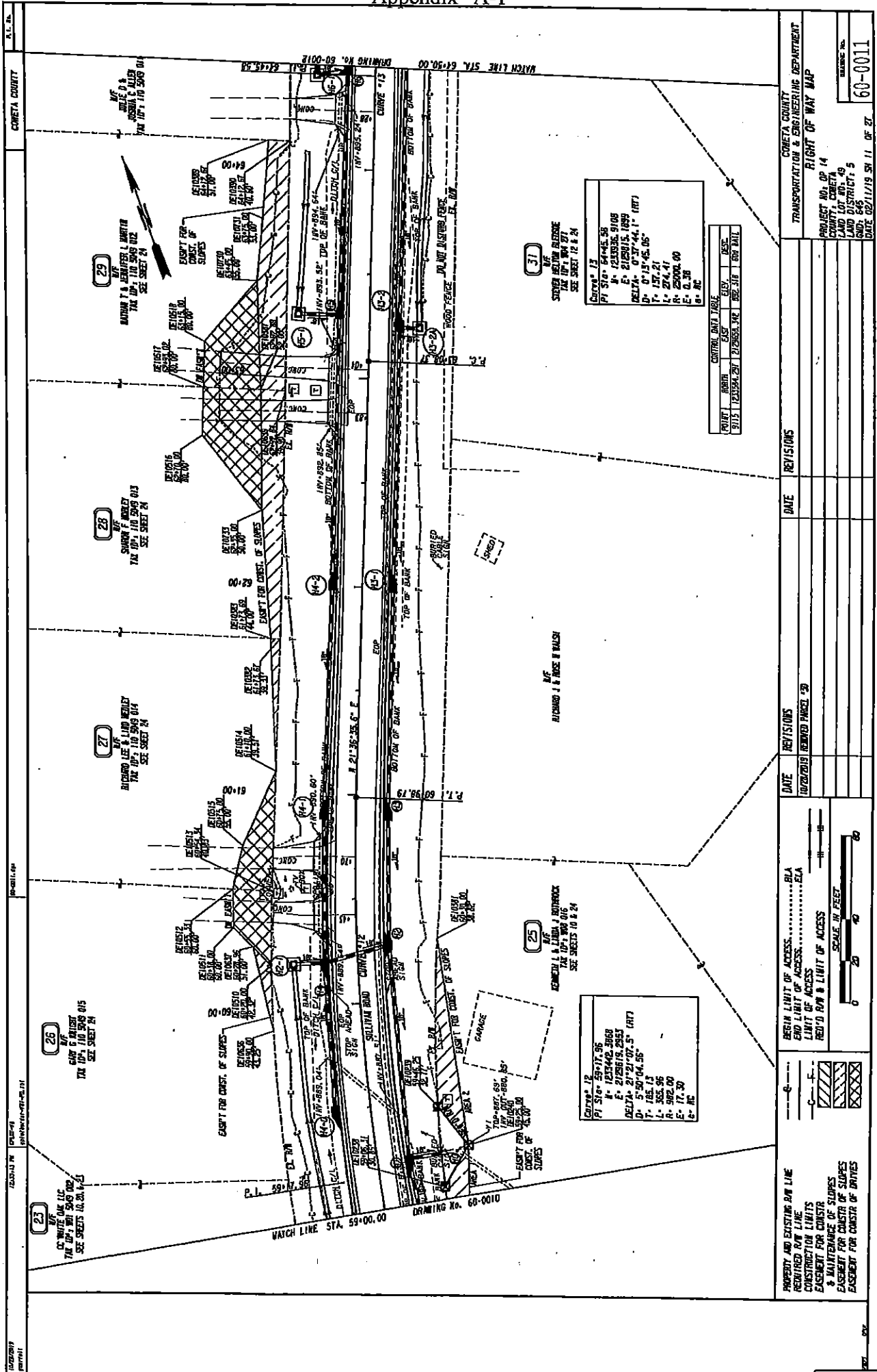
IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of March, 2023.

Chairman

Attest:

Clerk



Attachment: Parcel 29 Resolution (13692 : Right-of-Way Acquisition - Sullivan Road Widening and Improvement Project (RB16.13))

[illegible]

ORDER AND RESOLUTION
OF THE
BOARD OF COMMISSIONERS OF
COWETA COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Coweta County, Georgia has determined to construct certain road improvements on a part of the county road system of Coweta County, known and designated as the Sullivan Road Widening and Improvement Project, Project No. RB16.13; and

WHEREAS, in order to maintain the projected schedule of road construction of the county, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project;

Required R/W:	Parcel "54" 747.28 +/- square feet, Required Temporary Easements as shown on plans attached hereto.
Attachments:	Appendix "A-1"
Owner(s):	Ernesto Carrillo, Sr. and Lucero Esmeralda Quintero
Secured interest holder(s):	Fairway Independent Mortgage Corporation

NOW, THEREFORE, it is found by the Board of Commissioners that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

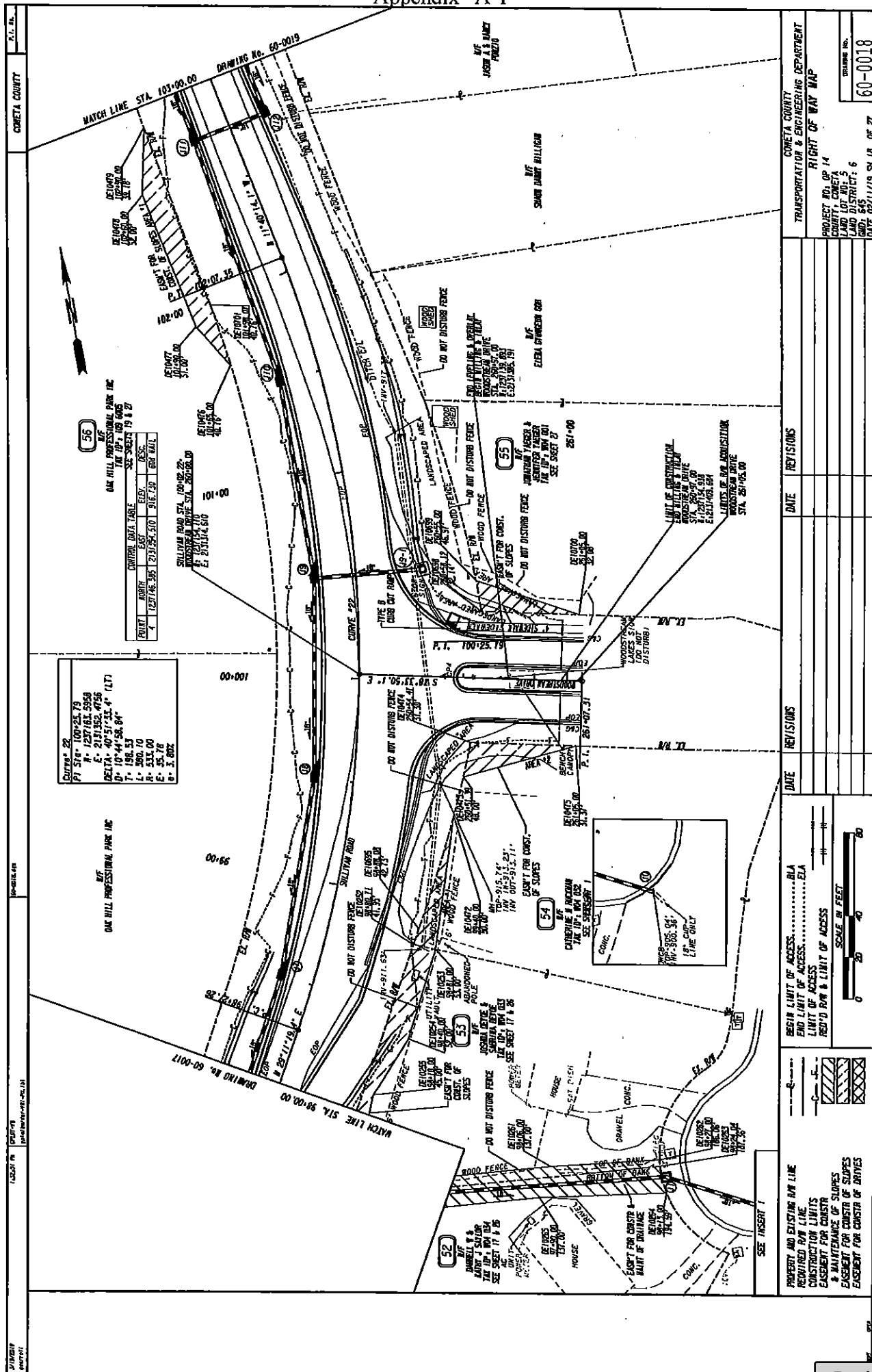
IT IS ORDERED AND RESOLVED that the Board of Commissioners, through the Chairman and County Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the County Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Chairman of the Board of Commissioners is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____ day of
March, 2023.

Chairman

Attest:

Clerk



[illegible]



Transportation & Engineering

To: Coweta County Board of Commissioners

From: Tod Handley, Public Works Director

Date: 2/24/2023

RE: Proposed Abandonment of a Portion of Dyer Road - 2nd District

Issue: Proposed Abandonment of a Portion of Dyer Road

Discussion: Georgia Power has relocated a portion of Dyer Road beginning just south of the Norfolk Southern Railroad and continuing for a distance of approximately 3,575 feet to the south.

The old section of Dyer Road through this area has been removed.

To officially abandon the old section of Dyer Road and the right-of-way that contained the road, a public hearing must be held.

Recommendation: Staff recommends that the Board set a Public Hearing on March 21, 2023 regarding a proposed abandonment of the old alignment of Dyer Road beginning on the south side of the Norfolk Southern Railroad and extending in a southerly direction for a distance of approximately 3,575 feet.



Transportation & Engineering

To: Coweta County Board of Commissioners

From: Tod Handley, Public Works Director

Date: 2/24/2023

RE: Proposed Abandonment of Harris Circle - 2nd District

Issue: Proposed Abandonment of Harris Circle

Discussion: A proposed residential development of the property located along Harris Drive and a portion of Clemit Harris Road will reconfigure the lots within this neighborhood. The developer proposes to obliterate one (1) existing road known as Harris Circle and incorporate that roadway into the proposed lots along Clemit Harris Road. Staff has received a letter from the developer's attorney requesting the abandonment of Harris Circle.

Legal advertisements and a Public Hearing are required by state law for the abandonment of a public roadway.

Recommendation: Staff recommends that the Board set a Public Hearing on March 21, 2023 regarding a proposed abandonment of Harris Circle.



Administration

To: Coweta County Board of Commissioners

From: Michael Fouts, County Administrator

Date: 3/3/2023

RE: Tornado Assistance Program Phase 1A

Issue: Tornado Assistance Program Phase 1A

Discussion: In September of 2022, the County launched a Tornado Assistance Program for residents in the unincorporated area to assist with damaged trees from the March 2021 tornado. Below is a description of the program.

Phase 1: This phase will focus on damaged trees still standing and potentially hazardous within 125-feet of the primary dwelling on the property. Up to \$10,000 will be allocated per parcel as funding is available.

Phase 2: Depending upon available funding after Phase 1 is complete, this phase will focus on debris, stumps, and root ball removal. A separate application will be made available for Phase 2. If funding is available for Phase 2, up to \$15,000 will be allocated per parcel as funding is available.

As a result of the Phase 1 program, 102 addresses and 427 trees were approved and removed at a total cost of \$244,900.

Based on the success of the Phase 1, staff is recommending that the Board approve Phase 1A, which will focus on residents in the City of Newnan and residents in the unincorporated area who did not participate in Phase 1, for properties in the impacted area.

Phase 1A: This phase will focus on damaged trees still standing and potentially hazardous within 125-feet of the primary dwelling on the property. Up to \$10,000 will be allocated per parcel as funding is available. Only residents in the City of Newnan or the unincorporated area who did not participate in Phase 1 and lie within the impacted area will be eligible.

Staff has discussed the proposed program with City staff, and they have agreed to assist the County's EMA staff regarding properties in the city limits.

If Phase 1A is approved and funding is available following completion of this phase, staff will seek the Board's approval for Phase 2 to focus on debris, stumps, and root ball removal.

Recommendation: Staff recommends that the Board instruct staff to initiate Phase 1A of the Tornado Assistance Tree Program as outlined above using available funds provided by Georgia Emergency Management and Homeland Security related to the March 2021 tornado.



Administration

To: Coweta County Board of Commissioners

From: Shannon Zerangue, County Clerk

Date: 3/7/2023

RE: Request from the Town of Moreland for Assistance with Drainage Pipes - 2nd District

Issue: Request from the Town of Moreland for Assistance with Drainage Pipes

Discussion: Staff is in receipt of a request from the Town of Moreland for assistance with clearing a drainage pipe on East Camp Street and with placement of rock/dirt to support a drainage pipe on West Camp Street.

Recommendation: Staff recommends that the Board provide labor and equipment to assist the Town of Moreland with drainage pipes located on East Camp Street and West Camp Street.