



DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway
Marietta, Georgia 30008-4014

Phone: (770) 528-1600 Fax: (770) 528-1601

MEMORANDUM

TO: County Clerk's Office

FROM: Michael Francis, DOT
Linda Brunt, County Attorney's Office

DATE: June 13, 2017

SUBJECT: June 13, 2017 – Tab No. 6, Item No. 4

Attached is the County Framework Agreement with the City of Smyrna for the Windy Hill Boulevard Project, Project No. X2402. This Agreement is being provided under separate cover for the June 13, 2017 Board of Commissioners Meeting, Tab No. 6, Item No. 4.

If you have any questions or need additional information, please contact either Michael Francis, DOT at 770-528-3692 or Michael.Francis@cobbcounty.org or Linda Brunt, County Attorney's Office at 770-528-8084 or Linda.Brunt@cobbcounty.org.

**AGREEMENT
BETWEEN
COBB COUNTY, GEORGIA
AND
THE CITY OF SMYRNA, GEORGIA
FOR
THE WINDY HILL BOULEVARD PROJECT**

This Cobb Framework Agreement (“CFA”) is made and entered into the Effective Date, as defined herein, by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia (“COUNTY”), and the CITY OF SMYRNA, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its Mayor and City Council (“CITY”). Any reference herein to the “DEPARTMENT” shall mean the Georgia Department of Transportation, an agency of the State of Georgia.

WITNESSETH:

THAT WHEREAS, the COUNTY and the CITY are interested in furthering the transportation facility identified in the COUNTY’s 2016 One Percent Special Local Option Sales Tax (“SPLOST”) Transportation Improvements Program (“TIP”) as the “Windy Hill Boulevard Project,” Project Number X2402, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“PROJECT”); and

WHEREAS, the COUNTY and the CITY together have paid previously from their respective shares of the COUNTY’s 2011 SPLOST TIP funds the costs, fees, expenses and/or other charges related or attributable to the preliminary engineering and design work and the preparation of plans required to undertake or construct each phase or component of the PROJECT including that design work occasioned by unexpected or contingent circumstances

which, in the opinion of the CITY's engineering consultant and the parties hereto, dictate a change in the PROJECT scope ("PE Activities"); and

WHEREAS, the COUNTY and the CITY are willing to contribute certain monies from their respective shares of the 2016 SPLOST TIP funds for PROJECT costs including but not limited to right of way acquisition, utility relocation, and/or construction activities required by the approved PROJECT plans; and

WHEREAS, the CITY will be the primary party to undertake, supervise and oversee the design/engineering, right of way acquisition, utility relocation, CEI (construction engineering and inspection) and construction phases of the PROJECT pursuant to the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one party to the other, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY do hereby agree each with the other as follows:

1. The COUNTY and the CITY together have funded the PROJECT PE Activities with Two Million Dollars (\$2,000,000.00) of the COUNTY's 2011 SPLOST TIP funds ("COUNTY'S PE Contribution") and with Two Million Dollars (\$2,000,000.00) of the CITY's 2011 SPLOST TIP funds ("CITY'S PE Contribution"). To this end the COUNTY previously forwarded the COUNTY's PE Contribution to the CITY and the CITY acknowledges its prior receipt of the same. The PE Activities to be funded through the respective financial contributions of the parties shall include but not be limited to the obligations and requirements specified as such herein which are to be completed by a qualified engineer or engineering firm ("PE CONSULTANT") procured by the CITY through its public procurement policy with the consent of the COUNTY.

2. The CITY will appoint a Project Manager (“PM”) who shall be primarily responsible for the direction and oversight of the PE CONSULTANT and PE Activities, for the administration and supervision of each phase of the PROJECT, and for the review and approval of the related invoices submitted by the PE CONSULTANT and any other PROJECT consultant or contractor. The PM shall be the CITY Engineer.

3. The CITY’s PM shall work with the PE CONSULTANT: (i) to coordinate the review and approval of the PROJECT and PROJECT plans and specifications by both the COUNTY and any applicable state or federal agency including the DEPARTMENT; and also (ii) to provide all information or documentation necessary to obtain such permits or authorization as may be required to implement and construct the PROJECT.

4. The CITY shall enter into an agreement with the PE CONSULTANT for the PROJECT design work. The PE CONSULTANT shall be prequalified with the DEPARTMENT in the appropriate areas-classes and shall prepare all PROJECT plans under the direct supervision of a professional engineer, licensed by the State of Georgia, who shall affix his or her seal to each set of such plans to certify the appropriate oversight and review in the preparation of the same. The PROJECT plans shall comply with all applicable state, federal and local design specifications, standards, guidelines and directives. The CITY shall pay to the PE CONSULTANT when due the invoice amounts approved by the PM.

5. The CITY shall, through its PE CONSULTANT, accomplish or cause to be accomplished the PE Activities in a timely manner and in conformance with the DEPARTMENT’s Regulations for Driveway and Encroachment Control, the applicable guidelines of the American Association of State Highway and Transportation Officials (“AASHTO”), the DEPARTMENT’s Standard Specifications for the Construction of Transportation Systems and all applicable design

policies and requirements of the DEPARTMENT, the COUNTY and the CITY. All drafting and design work for the PROJECT shall be done utilizing AutoCAD or Microstation V8i and Inroads software and shall be organized as per the DEPARTMENT's Regulations for Driveway and Encroachment Control. Specific PROJECT PE Activities shall include but are not limited to the following:

- a. Concept design; and
- b. Any required environmental analysis to be comprised of all environmental studies, reports and related documentation (archeological, historical, ecological, air, noise, underground storage tanks, hazardous waste sites); and
- c. All endeavors necessary to obtain the permits, variances or other approval or approval documentation required for construction of the PROJECT, including, as applicable, any required by state and/or federal departments and agencies; and
- d. Design and development of the PROJECT's drainage system including erosion control measures and any hydraulic studies or reports required to address the anticipated impact of the system or of PROJECT activities; and
- e. Procurement of any permit, variance, approval or other documentation needed to build the PROJECT drainage system as designed by the PE CONSULTANT and approved by the parties hereto; and
- f. Public and community interface, interaction, involvement and communication; and
- g. Preparation of all PROJECT plans including preliminary plans, right of way plans, utility relocation plans and final plans; and
- h. All surveying activities; and
- i. Final plans for PROJECT structures; and

- j. Any additional hydrological or hydraulic studies mandated by all applicable rules, regulations, policies or guidelines to address PROJECT impacts within the limits of the same; and
- k. Project Management.

The COUNTY and the CITY shall, through their respective PE Contributions, share the cost of the PE Activities required to design and implement the PROJECT including the foregoing items.

6. The COUNTY and the CITY will appoint a Project Management Team (“PMTEAM”) for oversight, review, evaluation and approval of the PROJECT, PROJECT plans and specifications, PROJECT activities and various other details and aspects of each Project phase. The members of the PMTEAM shall each review and evaluate and advise as to the plans and specifications for, and the various other details and aspects of each phase of the PROJECT. The PMTEAM shall consist of the Cobb County Department of Transportation Director or his or her Designee and the PM or his or her Designee, and such other individuals as may be appointed by the Director and the PM. The PMTEAM will meet on a monthly basis at first to evaluate and review the progress to date of the PE Activities, and subsequently to review, approve, discuss and coordinate all PROJECT phases, plans and activities. Members of the PMTEAM shall direct all correspondence or requests for information or clarification related to the PROJECT to the PM who shall be their primary point of contact with the PE CONSULTANT or any other PROJECT consultant or contractor. The foregoing notwithstanding, the PM shall confer and consult with the PMTEAM as to the PROJECT, the PROJECT plans and specifications and the PROJECT activities but shall, on behalf of the CITY, retain primary responsibility and authority for oversight, review, evaluation and approval of the same.

7. The COUNTY, upon request from the PM, will furnish or obtain any information or documentation within its possession or control and required for any PROJECT review, approval, authorization or permit.

8. The PE Activities are estimated to cost Four Million Dollars (\$4,000,000.00). The parties do not intend that this estimate constitute an absolute cap or bar as to the actual expenditures for the PROJECT PE Activities. Certain unforeseen or unanticipated contingencies inherent in the evolution of the various phases of the PROJECT, which contingencies include but are not limited to right of way acquisition negotiations, utility relocation, public and vehicular safety enhancements, reconfiguration(s) of the PROJECT scope and overall PROJECT related cost control measures, may impact the total expenditures for all of the PE Activities related to design and construction. Should any such contingency arise during any phase of the PROJECT, the PM shall: (i) notify the PMTEAM if the contingency requires a change in or reconfiguration of the PROJECT scope necessary to address or remedy the same; and (ii) prepare a proposal for the PMTEAM with sufficient detail and/or documentation to permit an informed evaluation of the proposed change and the projected costs. The PMTEAM will, after review of the PM's proposal and subject to the funding constraints specified in paragraphs 14 and 15 below, confer as to the need for any such change in scope and the projected costs required to accomplish the same. If the parties disagree as to the proposed change in scope, the decision of the CITY shall be conclusive as to the necessity therefor. The COUNTY will also, after a review of any projected increase in costs included in such proposal, advise the PMTEAM of its opinion as to the propriety of the same. The CITY shall pay such additional amounts as have been both included in the PM's proposal and approved by the parties. The CITY may, in its discretion, pay for any costs included in the PM's proposal but disputed by the COUNTY.

9. In addition to the PE Activities, the COUNTY and the CITY will fund the implementation and construction of the other PROJECT activities and phases including right of way acquisition, utility relocation and construction with Eighteen Million and No/100 Dollars (\$18,000,000.00) of the COUNTY's 2016 SPLOST TIP funds ("COUNTY'S PROJECT Contribution") and with Twenty Million and No/100 Dollars (\$20,000,000.00) of the CITY's 2016 SPLOST TIP funds ("CITY'S PROJECT Contribution"). The CITY shall be primarily responsible for the implementation and completion of the PROJECT activities which shall include without limitation the following obligations and requirements to be coordinated or undertaken by qualified individuals (PE CONSULTANT or construction contractor) in the employ of or retained by the CITY through its public procurement policy with the consent of the COUNTY:

- a. Compliance with all applicable procedures, rules and regulations for the identification of existing and proposed utility facilities and the relocation of any utility facility; and
- b. Any required coordination with the officials and/or staff of other agencies as to any accommodation or relocation request for existing or proposed utility facilities; and
- c. Review by the PMTEAM of any proposed utility relocation within the limits of the PROJECT; and
- d. Any required coordination with and the submission for review and approval by other agencies of the proposed PROJECT right of way plans; and
- e. Acquisition of all PROJECT rights of way as reflected on the approved plans and, if applicable, certification of the same to the appropriate state agencies or departments in accordance with the pertinent laws, rules and regulations; and

- f. Removal of all obstructions from the required PROJECT right of way, including but not limited to underground storage tanks, prior to the initiation of the CITY's public procurement process for the PROJECT construction contractor; and
- g. Preparation of all shop drawings required for the PROJECT and the coordination of review and approval of the same by any applicable state and/or federal agency; and
- h. Implementation and construction of the PROJECT in accordance with the final plans reviewed by the parties and approved by the CITY and, as applicable, any state and/or federal agency.

The COUNTY and the CITY shall, through their respective PROJECT Contributions, defray the costs of the PROJECT Activities including the foregoing items.

10. The CITY through its staff, consultants and/or contractors shall acquire the right of way needed for the PROJECT and shall be responsible for the consequences arising from any failure to comply with the policies, procedures, rules, regulations or laws applicable to the acquisition of such PROJECT right of way.

11. Any property interests sought by the CITY in addition to those needed for the PROJECT as reflected on the approved PROJECT right of way plans shall be solely the financial responsibility of the CITY. The CITY shall purchase all such additional property interests with funds other than PROJECT funds.

12. Prior to the selection of a construction contractor for the PROJECT, the CITY will conduct at least one public meeting within CITY limits for the benefit of CITY residents and the greater community and at which the PM, the PE CONSULTANT and the PMTEAM, or their respective designees, will be present to provide information and respond to inquiries about the PROJECT.

13. After acquisition of the right of way and other property interests required for construction of the PROJECT and during the first six months of calendar year 2018, the CITY shall initiate the submission of PROJECT invoices to the COUNTY for review and payment in accordance with the terms of this paragraph. The CITY shall by the thirtieth day of each month after the initiation of the aforementioned invoice process and until completion of the PROJECT, submit an itemized invoice to the COUNTY for the COUNTY's percentage of the PROJECT costs incurred during the preceding thirty (30) day period. The CITY shall include with each such invoice: (i) sufficient documentation to permit an evaluation of the costs and expenses enumerated therein, and (ii) a progress schedule for the estimated completion of activities described by or reflected in such invoice, and (iii) the percentage of overall completion to date of the PROJECT. The COUNTY, after review and approval of the same and within thirty (30) days of receipt, shall pay to the CITY the amount reflected in each such invoice by including said sum with the transmittal of the CITY's monthly share of the 2016 SPLOST TIP revenues as applicable and in accordance with the 2016 SPLOST TIP Intergovernmental Agreement between the parties. The County shall remit the above-referenced monthly sum(s) to the CITY within thirty (30) days of receipt of the PROJECT invoice(s). The COUNTY shall have its PROJECT Contribution funds available for payment of PROJECT invoices in accordance with the terms hereof after review and approval of the final PROJECT plans and related documents and acquisition of all PROJECT rights of way as reflected on the approved plans.

14. Notwithstanding any provision or language to the contrary herein, the CITY understands, acknowledges and agrees that the total maximum financial contribution of the COUNTY to the PROJECT is Twenty Million Dollars (\$20,000,000.00). The COUNTY will not be obligated to provide now or hereafter any additional PROJECT funding except as may be

specifically set forth and conditioned by an amendment or addendum to this CFA. Likewise, the COUNTY understands, acknowledges and agrees that the total maximum financial contribution of the CITY to the PROJECT is Twenty-two Million Dollars (\$22,000,000.00). The CITY will not be obligated to provide now or hereafter any additional PROJECT funding except as may be specifically set forth and conditioned by an amendment or addendum to this CFA. Any understanding or agreement between the parties as to the additional or future funding of the PROJECT and the respective and associated responsibilities and commitments of the parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment or addendum to this CFA.

15. The PROJECT phases including the funding commitments and responsibility of each party are as identified in Exhibit "B" attached hereto and incorporated herein by reference.

16. After review and approval of the final PROJECT plans and related documents by the PMTEAM and the PM, and as applicable, any other state or federal agency, the CITY shall solicit bids for construction of the PROJECT. The CITY will thereby initiate the public procurement of the PROJECT Contractor and shall together with the COUNTY review all bids received for the same. The CITY shall be responsible for the award of the PROJECT contract to a qualified contractor in accordance with its public procurement policy.

17. Both the CITY and the COUNTY agree and acknowledge that their respective obligations as outlined and described herein will be fulfilled through services performed by third party consultants and independent contractors in accordance with CITY and COUNTY, and, as applicable, DEPARTMENT guidelines, directives, specifications, rules and regulations and pursuant to CITY control, oversight, supervision and approval. Each party shall, as a result, require all consultants, contractors and subcontractors to indemnify, defend, hold harmless and insure the

COUNTY and the CITY from and against any claims, damages, actions, judgments, costs, penalties, liabilities, demands, requests for payment, loss and/or expenses, including attorney's fees and litigation costs, caused by or attributable to any consultant's, contractor's or subcontractor's negligent acts or omissions, or willful misconduct in the design, construction, or other services or activities related to the PROJECT. If the PROJECT is funded and constructed, this provision shall apply to the additional obligations of the CITY or the COUNTY set forth in any amendment or addendum hereto.

18. The parties hereto acknowledge and agree that the obligations as set forth herein are contingent on the receipt of sufficient and adequate SPLOST revenues. Should the amount of said tax revenues decrease or be insufficient to fund all phases of the PROJECT, the parties reserve the right either jointly or individually to terminate this Agreement or together to modify or reduce the scope of the PROJECT accordingly.

19. The laws of the State of Georgia shall govern the construction, interpretation and enforcement of this CFA and its provisions. The parties shall bring any action at law or in equity related to this CFA and/or to construe, interpret or enforce the provisions hereof in the Superior Court of Cobb County, Georgia, or the United State District Court for the Northern District of Georgia, as applicable.

20. The term of this CFA shall commence on the date the last party hereto executes it ("Effective Date") and shall conclude at the earlier of the date of final acceptance of the PROJECT by the CITY or the date on which the COUNTY and/or the CITY decide not to implement and construct the PROJECT. In no event shall the term of this CFA continue for a period longer than fifty (50) years from the Effective Date. The foregoing provisions notwithstanding, obligations that should naturally survive the termination or expiration of this CFA, as amended, shall so

survive. The parties shall remain responsible for the completion and fulfillment of any outstanding financial commitments specified herein and not otherwise satisfied before the expiration or termination of this CFA.

21. This CFA, together with all exhibits and attachments hereto, constitutes the entire understanding between the parties, and as of its Effective Date, supersedes all other understandings or agreements, whether oral or written, between the parties concerning the subject matter hereof. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document, and no other agreement, statement or promise relating to the subject matter of this CFA and not contained herein shall be valid or binding.

22. All notices, demands and/or other communications required or permitted under this CFA shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid to the addresses set forth below, and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent by notifying the other party.

If to County: Director
Cobb County Department of Transportation
1890 County Services Parkway
Marietta, GA 30008

With a copy to: County Manager
100 Cherokee Street
Suite 300
Marietta, GA 30090

If to CITY: City Engineer
City of Smyrna
2800 King Street
Smyrna, GA 30080

23. If any term or provision herein, or any part or the application thereof, is determined to be invalid or unenforceable for any reason, the parties intend that such part or provision not affect the remaining provisions, and that the remainder of such term or provision, and all other terms and provisions of this CFA, remain valid, enforceable and in effect.

24. Each of the individuals executing this CFA on behalf of the COUNTY or the CITY represents to the other party that he/she has been authorized to do so by requisite action of the governing body of which he/she is a member.

25. This CFA is exclusively for the benefit of the COUNTY and the CITY and is not intended to provide any third party with or to give rise to or create any duty, remedy, claim, liability, reimbursement, cause of action, obligation or other right on behalf of such third party.

26. No provision of this CFA is intended to nor shall it be construed to relieve any consultant or contractor performing services in connection with the PROJECT of any liability or of any obligation or duty to complete the work in a good, substantial and workmanlike manner.

27. No provision of this CFA is intended to nor shall it be construed in any way to waive the immunities and/or protections provided to either of the parties hereto by the Constitution and laws, rules and regulations of the State of Georgia.

28. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same instrument.

29. This CFA may not be modified, altered or amended except by a written document approved and executed by both Parties with the same degree of formality as this indenture.

30. Notwithstanding any provision to the contrary herein, this CFA shall not be assigned by either of the parties hereto without the prior written consent of the other party. Any assignment

hereof must be in writing, and shall include an affirmative assumption by such assignee of the assignor's obligations hereunder.

31. Both the COUNTY and the CITY hereby acknowledge that time is of the essence for the obligations set forth herein.

32. The CITY, with respect to its own procurement process and the implementation and completion of all PROJECT Activities shall, as applicable, comply with the terms and conditions of the General Assurances, attached hereto as Exhibit "C" and incorporated herein by reference.

33. Except as may otherwise be provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

34. The parties hereto understand and acknowledge that the PROJECT involves work by and coordination with third party owners of infrastructure over whom and over which they have no control or authority. Neither the COUNTY nor the CITY shall be excused from their respective funding obligations herein nor shall either be responsible or liable to the other because of any delay attributable to third party owners of public infrastructure, third party electric utility providers or other third party utility providers.

35. Either of the parties hereto shall have the right to terminate this Agreement completely and without further obligation, damage, cost or penalty should any pre-existing condition, detected on or within the PROJECT right of way (as designated by the PE CONSULTANT's approved PROJECT plans) and prior to the initiation of or during PROJECT construction activities, threaten or entail liability, assessment(s), penalties or risk and/or require the assumption by said party of any current or future responsibility for the remediation and correction of the particular condition during the term hereof. In such instance, the party seeking to exercise its right to terminate

hereunder shall notify the other party within ten (10) business days or as soon as practicable after discovery of the condition at issue.

36. The parties hereto shall each be excused for the non-negligent or non-willful failure to perform or delay in the performance of any of their respective obligations hereunder, when such failure to perform or delay is occasioned by a cause or causes beyond such party's control, and the time for performance hereunder automatically shall be extended for a like interval. Such causes shall include without limitation: all labor disputes; strikes; lockouts; changes in the scope of improvements as approved by the parties hereto; inability to obtain or delay in the receipt of necessary materials or services beyond the reasonable control of either of the parties hereto or their respective consultants and/or contractors; unavoidable injury, casualty or damage to personnel, materials or equipment; fire; earthquake or other natural disasters; any delay attributable to third party owners of public infrastructure, third party electric utility providers or other third party utility providers; any dispute or legal action brought against either of the parties that interrupts construction or challenges title to or acquisition and ownership of the right of way or interests in real property required for construction of the PROJECT; any pre-existing condition on or within the existing or required PROJECT right of way that reasonably entails or threatens liability, assessment, penalties and/or remediation; riots; civil commotion; war; warlike operations; invasions; insurrections; rebellions; hostilities; military or usurped power; sabotage; governmental regulations or controls beyond the jurisdiction of the parties hereto; delay or failure to act by the State of Georgia or any other governmental entity not a party hereto, and their respective officials, agencies, departments or commissions; Acts of God; and any other cause(s) beyond the respective reasonable control of either of the parties. The party seeking accommodation pursuant to this

provision shall provide notice of any such event which results or will result in a delay or failure to perform hereunder within five (5) business days of the occurrence of the same.

37. The parties hereto do not intend that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

38. The parties acknowledge and represent that each party and its respective legal counsel have participated in the negotiation and preparation of this CFA. This CFA shall consequently be construed without regard to any legal presumption or law which requires the terms or provisions hereof to be construed against the author or scribe.

(signatures on following page)

IN WITNESS WHEREOF, the COUNTY and the CITY have caused this CFA to be executed under seal by their duly authorized representatives.

COBB COUNTY, GEORGIA

By: _____
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Attest: _____
County Clerk

Date: _____

(COUNTY SEAL)

Approved as to form:

County Attorney's Office

CITY OF SMYRNA, GEORGIA

By: _____
A. Max Bacon, Mayor
City of Smyrna, Georgia

Attest: _____
Terri Graham
City Clerk

Date: _____

(CITY SEAL)

Approved as to form:

City Attorney

EXHIBIT “A”

Project includes the development of boulevard concept on Windy Hill Road between South Cobb Drive and Atlanta Road. The project includes approvals by Georgia Department of Transportation (GDOT), as applicable.

EXHIBIT “B”

Project includes the development of boulevard concept on Windy Hill Road between South Cobb Drive and Atlanta Road.

Funding Sources and Distribution

X2402 – Cobb County

Project	Preliminary Engineering		Right of Way			Construction		Utility Relocation	Testing	Inspection
PI#/Project #	Funding	Managed By	Funding of Real Property	Acq. By:	Fund By:	Funding	Letting	Funding		
Windy Hill Boulevard Cobb Proj. X2402	50% CITY 50% COUNTY ¹	City of Smyrna	City of Smyrna	City of Smyrna	City of Smyrna	Cobb* ¹	City of Smyrna	Cobb* ¹	City of Smyrna	City of Smyrna

* The COUNTY's maximum financial obligation for both Construction and Utility Relocation combined is \$18,000,000.00 as per the terms of this CFA.

¹ The COUNTY's maximum financial contribution to the entire Project (including Preliminary Engineering, Utility Relocation and Construction combined) is \$20,000,000.00 as per the terms of this CFA.

EXHIBIT C

GENERAL ASSURANCES

I. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The CITY and the COUNTY acknowledges that they are responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. Sections 1324, *et seq.*, Pub. L. 99-603, 100 Stat. 3359 and regulations relating thereto.

II. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

The CITY and the COUNTY acknowledge that they are responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006, O.C.G.A. §§13-10-90 *et seq.* and Georgia Department of Labor Administrative Rule 300-10-1-.02. The CITY, as the party responsible for PROJECT Oversight and Administration, shall require and obtain from any PROJECT Consultant, Contractor or Sub-contractor such affidavits, certifications and/or other documentation as it, in its discretion, deems necessary to ensure compliance with applicable federal and state e-verify and other immigration and security requirements.

III. NON-CONFLICT OF INTEREST/PUBLIC PROCUREMENT

The CITY, as the party responsible for PROJECT Oversight and Administration, shall ensure compliance with all applicable federal and state non-conflict of interest and public procurement laws, rules and regulations and shall obtain from any PROJECT Consultant, Contractor or Sub-contractor such documentation as it, in its discretion, deems necessary to document the same.

IV. NON-DISCRIMINATION

The CITY and the COUNTY acknowledge that they are subject to federal and state laws, rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, national origin or age. The CITY, as the party responsible for PROJECT Oversight and Administration, shall take such affirmative steps as it, in its discretion, deems necessary to prohibit any such discrimination in either the procurement or employment of any PROJECT Consultant, Contractor, Sub-contractor or other PROJECT personnel.

V. AUDIT

The CITY and the COUNTY acknowledge that they are subject to certain audit requirements imposed by state law and will comply with the same.

VI. SPLOST

The CITY and the COUNTY acknowledge that certain requirements imposed by Article 3 of Chapter 8 of Title 48 of the *Official Code of Georgia Annotated* adhere to the expenditures of One Percent Special Purpose Local Option Sales Tax monies and will comply with the same.