



Mayor & City Council

Workshop Session

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

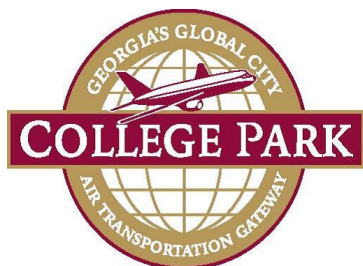
Experience College Park
Georgia's Global City

Monday, December 7, 2020

6:00 PM

Council Chambers

1. Georgia Municipal Association (GMA) Governmental Update. See memorandum dated December 3, 2020 from City Clerk Shavala. Moore. Also, see attached supporting correspondence.
2. Consideration of property management services by Colliers International for the United States Southern Regional Headquarters of the Federal Aviation Administration (FAA) located at 1701 Columbia Avenue. See memorandum dated December 2, 2020 from City Manager Terrence R. Moore. Also, see attached supporting documentation.
3. Consideration of a new logo for the Department of Recreation & Cultural Arts. See memorandum dated December 2, 2020 from Director of Recreation & Cultural Arts Michelle Johnson requesting approval. Also, see attached proposed logo design.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

WORKSHOP AGENDA ITEM

DOC ID: 8481

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Shavala Moore, City Clerk

RE: Georgia Municipal Association (GMA) Governmental Update

Michael McPherson, GMA Intergovernmental Coordinator, will offer updates regarding GMA Governmental Relations.

ATTACHMENTS:

- GMA Governmental Relations Outreach E-Mail (PDF)

Review:

- Shavala Moore Completed 11/24/2020 12:01 PM
- Rosyline Robinson Completed 12/02/2020 11:28 AM
- Terrence R. Moore Completed 12/02/2020 1:52 PM
- Mayor & City Council Pending 12/07/2020 6:00 PM

From: [Michael McPherson](#)
To: [Shavala Moore](#)
Subject: GMA Governmental Relations Outreach
Date: Tuesday, November 17, 2020 11:43:27 AM
Attachments: [GMA_93e66f00-2c34-4807-9563-c79ead7acc0d.png](#)
[Michael McPherson.vcf](#)

Hi Shavala,

I have been tasked with reaching out to all the cities in GMA's District 3 before the legislative session begins in December. I have a short oral report for the council, but I am limited to virtual participation by our COVID policy. I am happy to speak during a work session or council meeting that has a light agenda so as not to be a time burden. My message takes less than 4 minutes to deliver and is part GMA update and part advocacy encouragement.

Please give me a call at your convenience to discuss. My cell phone number is 404-556-3661. My contact information is attached as well.

Thanks,

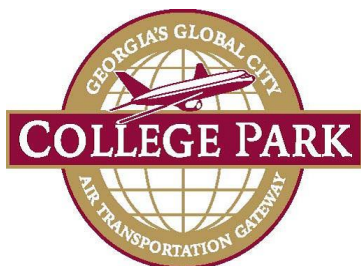


Michael McPherson
Intergovernmental Coordinator
Office: 678-686-6390 Fax: 678-686-6391
www.gacities.com

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

Hey, did you notice my new email address?

GMANET is now GACITIES.COM. While I'm still getting the emails you send me, please update your contacts to note my new email address.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

WORKSHOP AGENDA ITEM

DOC ID: 8496

DATE: December 3, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence Moore, City Manager

RE: FAA Property Management Services

Colliers International provides property management services for the United States Southern Regional Headquarters of the Federal Aviation Administration (FAA) located at 1701 Columbia Avenue. The management service agreement is under review for renewal for 2021 as the current property management agreement with Collier's International expires December 31, 2020.

At this time, consideration is being given for the Mayor and City Council to recommend BIDA approval of Colliers International for property management services via its December 10, 2020 Board of Director's Meeting.

Colliers International does not have any changes to make the terms and conditions to this annual contract therefore, the total annual cost of \$114,000.00 will remain the same.

Thank you.

ATTACHMENTS:

- Colliers E-Mail_12-01-2020 (PDF)
- FAA Property management agreement (2021) (DOCX)
- Colliers International-FAA Mgmt Srv Agreement_01-01-2020 (PDF)

Review:

- Terrence R. Moore Completed 12/01/2020 12:57 PM
- Rosyline Robinson Completed 12/02/2020 10:09 AM
- City Attorney's Office Completed 12/02/2020 3:00 PM
- Artie Jones Completed 12/02/2020 1:42 PM
- Terrence R. Moore Completed 12/03/2020 10:52 AM

- Mayor & City Council Pending 12/07/2020 6:00 PM

From: [Lane, Debbie](#)
To: [Rosylene Robinson](#)
Subject: Colliers Contract information
Date: Tuesday, December 1, 2020 5:42:45 PM
Attachments: [image001.png](#)
[image002.png](#)
[2020 Executed Management Agreement. pdf.pdf](#)

Roslyn, thank you for your call today. Attached please find the 2020 contract.
As for 2021, Colliers does not have any changes to make to the terms and conditions.

Thank you for your assistance with this matter.

Debbie Lane, CPM

Senior Vice President of Real Estate Management Services | South Carolina

Dir +1 803 401 4205 | Main +1 803 254 2300

Fax +1 803 252 5989

debbie.lane@colliers.com | [vcard](#)

Colliers International

1301 Gervais Street, Suite 600 (29201)

PO Box 11610 | Columbia, South Carolina 29211 | United States

www.colliers.com



Click [here](#) to learn how Colliers International can *accelerate your success*.

**STATE OF GEORGIA
COUNTY OF FULTON**

**MANAGEMENT SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR
FAA REGIONAL FACILITY**

This Agreement made and entered into this ____ day of _____, 20__, between the COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "BIDA"), and Colliers International South Carolina, Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, the City of College Park is the owner of the real property and improvements located at 1701 Columbia Avenue, College Park, Georgia 30337; and

WHEREAS, the City and BIDA previously entered a Lease Agreement with the General Services Administration ("GSA") for said property to accommodate certain office space needs of the Federal Aviation Administration ("FAA"), hereinafter referred to as the "FAA Regional Facility"; and

WHEREAS, upon the execution of that certain Management Services Agreement dated January 1, 2020 between Contractor and BIDA, Contractor serves as management agent for the FAA Regional Facility property as provided further therein; and

WHEREAS, said agreement expires on December 31, 2020, and the parties desire to enter into this new Agreement for the year 2021.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: Contractor shall provide property management services for the FAA Regional Facility, located at 170 Columbia Avenue, College Park, Georgia 30337, pursuant to its response to Bid No. 100918, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. This Agreement hereby incorporates the Invitation to Bid No. 100918 and Contractor's response thereto. If there are any differences between the provisions of the Bid document or the response and the provisions of this Agreement, this Agreement shall control. If there are any differences between the Invitation to Bid document and Contractor's response thereto, the bid document shall control, except that the exceptions noted in Contractor's response regarding provisions for bonding of the project and its attached letter from its insurance agent shall prevail.

2. **COSTS:** Contractor agrees to provide services as described in Exhibit A for a total annual cost of \$114,000, paid by the City in equal monthly installments of \$9,500.00.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be for one (1) calendar year, commencing on January 02, 2021 and terminating on December 31, 2021.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - Shall be performed as stipulated in the bid documents.
 - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified and in accordance with industry-standard practices for professional property management services. Upon receipt of written notice of a default in Contractor's workmanship, the Contractor shall correct the default in a timely manner at no expense to the City.
5. **INSPECTION:** The City shall have the right to inspect the property to evaluate the performance of Contractor's services provided hereunder at any time during the term of this agreement. The Contractor shall provide complete access to the facilities and assistance for the inspection personnel. The City may reject services supplied hereunder which do not meet the standard of care typically expected of a professional property management services organization or the terms and conditions set forth in the RFP and this agreement. At the City's request, the Contractor shall correct any defaults identified by the City at the Contractor's expense. Failure to inspect the performance of services shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement.
6. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for services hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper

performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

8. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.
9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.
10. **TERMINATION FOR DEFAULT:**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated and the City may terminate Contractor and have no further financial obligation to Contractor hereunder after the date of notification to terminate except that Contractor shall be compensated per the agreement through the date of termination. The City shall use its best efforts to competitively bid for the services to replace Contractor and shall select the lowest qualified bidder. Should the lowest bidder's cost for services exceed the amount of Contractor's compensation hereunder, Contractor shall be obligated to pay such difference to the City for the remaining term of this agreement. In no event shall Contractor's obligation to pay the difference extend beyond the termination date set forth herein or any adjusted termination date in accordance with termination provisions herein.
- (c) The Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in

default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 11. **TERMINATION FOR CONVENIENCE:** Either City or Contractor may at any time by 30-day written notice terminate all or any part of this Agreement for convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid to perform the work under this agreement through the date of termination. If the date of termination does not fall at the end of a calendar month, Contractor's monthly fee shall be pro-rated accordingly.
- 12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
- 13. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

If to the City:

City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

With copies to:

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:

Colliers International South Carolina, Inc.
Mickey Layden, Executive Vice President
1301 Gervais Street
Suite 600
Columbia, SC 29201

- 14. **ATTORNEYS' FEES:** The Contractor or City shall pay reasonable attorneys' fees to the prevailing party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies

herein required to be paid by the Contractor to the City or by the City to the Contractor.

15. **RELATIONSHIP OF PARTIES**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

16. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

17. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Contractor is not presently subject to any agreement with a competitor or with any

other party that will prevent Contractor from performing in full accord with this Agreement; and

- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

18. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia

19. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

20. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

21. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A," as well as the Additional Terms and Conditions, Compensation and Reimbursements and Owner Insurance, attached hereto at Exhibit "D." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF this _____ day of _____, 20_____,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY, GEORGIA**

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

**COLLIERS INTERNATIONAL SOUTH CAROLINA,
INC.**

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: **CORPORATE SECRETARY**

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

- Operate, manage, maintain, keep in good repair, order and condition, and otherwise have responsibility for all aspects of the operation, management and maintenance of the FAA Property and the Lease on the property;
- Perform, utilizing City employees or consultants, contractors and/or subcontractors retained by the City and supervised by the Successful Bidder, all work necessary and appropriate for the maintenance, operation and management of the FAA Property, subject to the limitations of the budget approved by the City;
- Supervise and purchase, or arrange for the purchase of, all inventories, provisions, supplies and operating equipment, which, in the normal course of business, are necessary and proper to maintain, operate and manage the FAA Property, subject to the previous approval of the City;
- Assess capital needs of the property and advise City of any work needed on the property as either requested by tenant or assessed to be necessary by the management agency and propose a fiscal year operating budget for approval by the City for all of the FAA Property's needs;
- Make, manage and supervise all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, lawn maintenance, equipment maintenance, and other utilities or services (unless same are provided by employees of the City) as required by the Lease and as management company deems advisable and that the Lessee is not required to perform. Said contracts shall be in the name of the City and payment on same shall be the responsibility of the City;
- Make periodic inspections (not less than quarterly) of the property and structures thereon, reports of which shall be maintained by the management agency and discussed with the City upon the City's request or at such times as the Agent deems advisable containing such information as the City shall reasonably request;
- Establish and maintain a property management record and file system to be implemented upon contract execution pursuant to the standard retention policies of the management company and make same available to the City upon reasonable notice;
- Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by the management company;
- Prepare a written monthly profit and loss statement package from information reasonably available to the management company, which report shall correlate expenses and costs with the approved budget for the property and any deviations therefrom;

- Prepare a written monthly status report for the property with respect to the services provided by the management company summarizing material operating activities for the month;
- Attend occasional meetings with City administration which may occur during, or outside of normal business hours;
- Inform the City with respect to the property's compliance with applicable statutes, ordinances, rules, regulations and similar matters and the management agent shall, from time to time, advise the City as to actions required to be taken to ensure that the property, and the operation thereof, complies with such requirements.
- Notify City immediately of any fire, accident, or other casualty, lawsuits or threat thereof; and
- To promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other governmental authorities; maintain compliance with regulatory requirements.
- Retain an employee dedicated as a Security Coordination Specialist (SCS) to coordinate with GSA/FAA and the Federal Protective Services (FPS) concerning badges and/or accessing the property. The duties of the SCS and the clearance process are attached to this document as **Exhibit C**
- Contractor will upgrade the technology infrastructure, hardware and software at the FAA Property at no additional cost to the City.

EXHIBIT B

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City of College Park, Georgia Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

EXHIBIT C
SECURITY COORDINATOR SPECIALIST (SCS)

The SCS is required to send visitor(s) announcement to the security guards at the back gate before anyone is allowed on the property for deliveries, meetings, site visits, interviews, sub-contractors.

U.S. citizens needing property access: Must possess a valid driver's license, State ID before access to the property is allowed. In order to escort a worker/contractor that does not possess an FAA/DOT ID, the person must have an FAA/DOT ID.

Non-U.S. citizens needing property access for less than five (5) consecutive days: Pre-screening is required FIRST by the FAA. Form 1600-78 "Request for Visit by Foreign National" via the International Visitors Program (IVP) must be completed by Contractor/Visitor and sent to the SCS along with a copy of their Passport or Visa for FAA to start pre-screening.

This process takes approximately three (3) days because verification must be confirmed through Federal Aviation Administration's Systematic Alien Verification for Entitlements (SAVE) Program. Escorting is required. The visitor announcement must be provided to the FAA Building Manager/Security Coordinator once clearance has been received from the IVP.

Non-U.S. citizens requiring property access for more than five (5) consecutive days: The SCS must first determine if contractor is for long term or short term. General Services Administration (GSA) has two types of personnel security investigations depending on how long the contractor is required to be on site.

Short-term contractor (6 months or less): A Contractor Information Worksheet (CIW) is required from the Contractor. The SCS will submit the CIW to GSA for background investigation for those who require routine access unescorted in a Federally controlled space. Contractor is notified by GSA with further instructions, including finger printing scheduling, and if approved/not approved to work on site.

Long-term contractor (6 months or more): A CIW is required from the Contractor. The SCS will submit the CIW to GSA. Contractor is notified by GSA with further instructions including finger printing scheduling.

Federal Protective Services (FPS) will notify contractor if approved/not approved to work on site.

The SCS will receive notification if Contractor is approved or not. If approved, SCS will send Contractor the "FAA Form 1681" to complete and return in order for FAA Security to enter approved contractor in their database to receive a badge to work on site. Once entered, the SCS will schedule an appointment with Contractor for their picture identification badge to be taken.

GSA/FPS will notify Contractor if they are NOT approved and will request a telephone number for the contractor to call to discuss denial. The SCS is NOT informed as to why

Contractor was not approved.

NOTE: All contractors, vendors, visitors and non-FAA employees must access the property through the rear entrance.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1. The Owner hereby authorizes and empowers the Agent to perform the following in the name of, for the account of, and at the expense of the Owner:

A. Employ, promote, discharge, supervise, and pay servants, employees or contractors as the Agent may determine advisable to be employed in the care, management, or operation of the Premises. It is understood and agreed that all servants, employees, or contractors are in the employ of Agent solely, and that Owner is in no manner liable to such servants, employees, or contractors for their wages or other compensation. The Owner shall reimburse the Agent promptly for all costs, expenses (to include workers' compensation) and fees incurred or accrued by the Agent in connection with such servants, employees or contractors. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

Agent shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, assigning daily work, supervising assigned work, hiring, terminating, and disciplining its employees and handling all employee and labor relations matters. Agent will be solely and exclusively responsible for setting wage rates and employee benefits of its employees.

B. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Premises as the Agent may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Two Thousand Five Hundred and No/Dollars (\$2,500.00) shall not be made without prior consent of the Owner or submitted budget, except in the event of an emergency, or if the Agent in good faith determines that expenditures are necessary to protect the Premises from damage, to prevent injury to persons or loss of life, or to maintain services to the tenant(s) on the Premises.

C. Subject to the Owner's approval, advertise the Premises or portions thereof, and prepare and secure signs, plans, circular matter, and other forms of advertising.

D. Maintain all amounts in the operating account(s) (the "Operating Account") of the Agent for the Premises operation.

2. All monies furnished by the Owner to the Agent as working funds and all monies received by the Agent for or on behalf of the Owner shall be deposited by the Agent in the Operating Account, which is to be placed at a financial institution mutually approved by the Owner and the Agent in account(s) maintained by the Agent and not commingled with the funds of the Agent, and shall be disbursed by the Agent in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation, the compensation and reimbursement of the Agent as herein provided) arising on account of or in connection with this Agreement or the Premises.

Not later than the last business day of each month, Owner shall fund the Operating Account in an amount equal to the approved, budgeted operating expenses for the following month, as well as any operating expense deficit incurred in the current month and any capital expenditures anticipated in the following month (hereinafter referred to as the "Recurring Funding Request"). Agent shall provide to Owner a schedule of any and all amounts to be included in the Recurring Funding Request not later than the earlier of 20th day of each month or the following business day.

Owner shall initially fund the Operating Account with an imprest balance of \$10,000 to be utilized by Agent for the disbursement of emergency operating expenditures and only with written approval of Owner. Agent shall not advance any amounts from Agent's funds to the Operating Account in the event of a deficit in the Operating Account.

3. The Owner agrees to make its best efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or Construction of the Premises, including environmental and structural matters, as well as with all orders and requirements of the local Board of Fire Underwriters or other body exercising similar functions. Owner agrees to provide Agent with a copy of an asbestos audit prepared within the past three (3) years by a properly licensed environmental testing firm. If Owner does not currently have such a report on file, then Owner by execution of this Agreement authorizes Agent to procure an asbestos audit at Owner's expense within the first month of the contract term.

4. Upon the expiration or earlier termination of this Agreement, Owner shall not employ any of Agent's employees for the purpose of discharging any of the duties set forth in this Agreement for a period of twelve (12) months from the effective date of said expiration or earlier termination.

COMPENSATION AND REIMBURSEMENTS

1. The Owner hereby covenants and agrees to pay the Agent an annual flat fee of One Hundred Fourteen Thousand and No/Dollars (\$114,000.00) which will be payable monthly in the amount of Nine Thousand Five Hundred and No/Dollars (\$9,500.00). The Agent may deduct such monthly management fee and other sums due it hereunder as reimbursement for any expenses incurred or advanced on the Owner's behalf arising on account of or in connection with this Agreement, from receipts from or regarding the Premises.

2. The Owner agrees to compensate Agent for reimbursable administrative expenses incurred in connection with performing the duties noted above which include but are not limited to mileage at the prevailing IRS reimbursement rate, and overnight postage. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

3. A. Owner covenants and agrees to compensate Agent separately for services rendered as Owner's Representative and Project Manager in connection with capital improvements, tenant improvements and/or major repairs which require extensive coordination such as roof replacements, waterproofing/caulking of building exterior,

painting projects, resurfacing of parking lots, etc. This is more fully described as:

- For work performed for the tenant, FAA or GSA, which is billed back to them, a fee of twenty percent (20%) will apply. Fifty percent (50%) of the fee will be deposited by the Agent into a property reserve account and such funds will be available for expenses at the property and benefit the City.
- For work performed for the Owner, which are not billed back to the tenant, the following scheduled shall apply cumulatively:

<u>COST</u>	<u>FEE</u>
\$0 - \$100,000	10%
\$100,001 and above	8.5%

For the purposes of calculating fee, the term “cost” shall include all hard and soft costs such as the cost of construction, design, testing, data cabling, etc. Reimbursables shall include the cost of overnight travel, plan reproduction, overnight postage at cost plus 15%, and mileage reimbursements at the prevailing IRS rates. No costs for project management services shall be incurred without prior approval of the City of College Park.

OWNER INSURANCE

1. The Owner agrees to procure and maintain at its expense and during the term of this Agreement, commercial building and comprehensive general public liability insurance including property damage insurance, worker’s compensation insurance, and such other insurance as may be advisable and applicable for the protection of the Owner and the Agent. In each such policy of insurance, the Owner agrees to designate the Agent an additional insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by the Owner and the Agent. A certificate of each such policy issued by the carrier shall be delivered to the Agent and shall provide that the Agent shall receive at least ten (10) days prior written notice from the carrier in the event of cancellation or any material change therein.

2. To the extent permitted by its insurance policies, the Owner does hereby waive and release any and all claims which it may have against the Agent for damage to the Premises or contents herein to the extent that such damage is covered by the Owner’s insurance policies.

*Affidavit Verifying Status
For City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) _____ [*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from _____ [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

**STATE OF GEORGIA
COUNTY OF FULTON**

**MANAGEMENT SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR
FAA REGIONAL FACILITY**

This Agreement made and entered into this 01 day of January, 2020, between the COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "BIDA" or "City"), and Colliers International South Carolina, Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, BIDA is the owner of the real property and improvements located at 1701 Columbia Avenue, College Park, Georgia 30337; and

WHEREAS, the City of College Park, and BIDA, previously entered a Lease Agreement with the General Services Administration ("GSA") for said property to accommodate certain office space needs of the Federal Aviation Administration ("FAA"), hereinafter referred to as the "FAA Regional Facility"; and

WHEREAS, Contractor, previously served as the managing agent of the FAA Regional Facility under an agreement between College Park Business and Industrial Development Authority and Colliers International South Carolina, Inc, entered on November 08, 2018 for a term of one year which commenced on January 01, 2019 and expired on December 31, 2019; and

WHEREAS, Contractor upon execution hereof, shall serve as management agent for the FAA Regional Facility property as provided further herein.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: Contractor shall provide property management services for the FAA Regional Facility, located at 1701 Columbia Avenue, College Park, Georgia 30337, pursuant to its response to Bid No. 100918, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. This Agreement hereby incorporates the Invitation to Bid No. 100918 and Contractors response thereto. If there are any differences between the provisions of the Bid document or the response and the provisions of this Agreement, this Agreement shall control. If there are any differences between the Invitation to Bid document and Contractor's response thereto, the bid document shall control, except that the exceptions noted in Contractor's response regarding provisions for bonding of the project and its attached letter from its insurance agent shall prevail.

2. **COSTS:** Contractor agrees to provide services as described in Exhibit A for a total annual cost of \$114,000.00, paid by the City in equal monthly installments of \$9,500.00.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be one (1) year commencing on January 01, 2020, and expiring on December 31, 2020.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
 - Shall be performed as stipulated in the bid documents.
 - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified and in accordance with industry-standard practices for professional property management services. Upon receipt of written notice of a default in Contractor's workmanship, the Contractor shall correct the default in a timely manner at no expense to the City.
5. **INSPECTION:** The City shall have the right to inspect the property to evaluate the performance of Contractor's services provided hereunder at any time during the term of this agreement. The Contractor shall provide complete access to the facilities and assistance for the inspection personnel. The City may reject services supplied hereunder which do not meet the standard of care typically expected of a professional property management services organization or the terms and conditions set forth in the RFP and this agreement. At the City's request, the Contractor shall correct any defaults identified by the City at the Contractor's expense. Failure to inspect the performance of services shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement.
6. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for services hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.
7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance

and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

8. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.
9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.
10. **TERMINATION FOR DEFAULT:**
- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this

Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated and the City may terminate Contractor and have no further financial obligation to Contractor hereunder after the date of notification to terminate except that Contractor shall be compensated per the agreement through the date of termination. The City shall use its best efforts to competitively bid for the services to replace Contractor and shall select the lowest qualified bidder. Should the lowest bidder's cost for services exceed the amount of Contractor's compensation hereunder, Contractor shall be obligated to pay such difference to the City for the remaining term of this agreement. In no event shall Contractor's obligation to pay the difference extend beyond the termination date set forth herein or any adjusted termination date in accordance with termination provisions herein.
- (c) The Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be

the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. **TERMINATION FOR CONVENIENCE:** Either City or Contractor may at any time by 30-day written notice terminate all or any part of this Agreement for convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid to perform the work under this agreement through the date of termination. If the date of termination does not fall at the end of a calendar month, Contractor's monthly fee shall be pro-rated accordingly.

12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

13. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

If to the City:

City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

With copies to:

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:

Colliers International South Carolina, Inc.
Mickey Layden, Executive Vice President
1301 Gervais Street
Suite 600
Columbia, SC 29201

14. **ATTORNEYS' FEES:** The Contractor or City shall pay reasonable attorneys' fees to the prevailing party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the City or by the City to the Contractor.

15. **RELATIONSHIP OF PARTIES**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

16. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

17. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit

its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

18. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia

19. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

20. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

21. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A," as well as the Additional Terms and Conditions, Compensation and Reimbursements and Owner Insurance, attached hereto at Exhibit "D." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF this 17 day of January, 2020,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

**COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY, GEORGIA**

BY: Eleanor Cornish

TITLE: Chairperson



ATTEST (sign here): Tasha Holt Garrison
Name (print): Tasha Holt Garrison
DATE: 1-17-2020

**COLLIERS INTERNATIONAL SOUTH CAROLINA,
INC.**

BY (sign here): Mickey E. Layden
Name (print): MICKIE E. LAYDEN
Title: EXECUTIVE VICE PRESIDENT

[Corporate Seal]

ATTEST (sign here): David C. Lockwood, III
Name (print): DAVID C. LOCKWOOD, III
Title: CORPORATE SECRETARY
DATE: January 27, 2020

EXHIBIT A
SCOPE OF SERVICES

- Operate, manage, maintain, keep in good repair, order and condition, and otherwise have responsibility for all aspects of the operation, management and maintenance of the FAA Property and the Lease on the property;
- Perform, utilizing City employees or consultants, contractors and/or subcontractors retained by the City and supervised by the Successful Bidder, all work necessary and appropriate for the maintenance, operation and management of the FAA Property, subject to the limitations of the budget approved by the City;
- Supervise and purchase, or arrange for the purchase of, all inventories, provisions, supplies and operating equipment, which, in the normal course of business, are necessary and proper to maintain, operate and manage the FAA Property, subject to the previous approval of the City;
- Assess capital needs of the property and advise City of any work needed on the property as either requested by tenant or assessed to be necessary by the management agency and propose a fiscal year operating budget for approval by the City for all of the FAA Property's needs;
- Make, manage and supervise all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, lawn maintenance, equipment maintenance, and other utilities or services (unless same are provided by employees of the City) as required by the Lease and as management company deems advisable and that the Lessee is not required to perform. Said contracts shall be in the name of the City and payment on same shall be the responsibility of the City;
- Make periodic inspections (not less than quarterly) of the property and structures thereon, reports of which shall be maintained by the management agency and discussed with the City upon the City's request or at such times as the Agent deems advisable containing such information as the City shall reasonably request;
- Establish and maintain a property management record and file system to be implemented upon contract execution pursuant to the standard retention policies of the management company and make same available to the City upon reasonable notice;
- Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by the management company;
- Prepare a written monthly profit and loss statement package from information reasonably available to the management company, which report shall correlate expenses and costs with the approved budget for the property and any deviations therefrom;

- Prepare a written monthly status report for the property with respect to the services provided by the management company summarizing material operating activities for the month;
- Attend occasional meetings with City administration which may occur during, or outside of normal business hours;
- Inform the City with respect to the property's compliance with applicable statutes, ordinances, rules, regulations and similar matters and the management agent shall, from time to time, advise the City as to actions required to be taken to ensure that the property, and the operation thereof, complies with such requirements.
- Notify City immediately of any fire, accident, or other casualty, lawsuits or threat thereof; and
- To promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other governmental authorities; maintain compliance with regulatory requirements.
- Retain an employee dedicated as a Security Coordination Specialist (SCS) to coordinate with GSA/FAA and the Federal Protective Services (FPS) concerning badges and/or accessing the property. The duties of the SCS and the clearance process are attached to this document as **Exhibit C**
- Contractor will upgrade the technology infrastructure, hardware and software at the FAA Property at no additional cost to the City.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City of College Park, Georgia Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)**CONTRACTS FOR UP TO \$50,000****CONTRACTS FOR MORE THAN \$50,000****LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

EXHIBIT C
SECURITY COORDINATOR SPECIALIST (SCS)

The SCS is required to send visitor(s) announcement to the security guards at the back gate before anyone is allowed on the property for deliveries, meetings, site visits, interviews, sub-contractors.

U.S. citizens needing property access: Must possess a valid driver's license, State ID before access to the property is allowed. In order to escort a worker/contractor that does not possess an FAA/DOT ID, the person must have an FAA/DOT ID.

Non-U.S. citizens needing property access for less than five (5) consecutive days: Pre-screening is required FIRST by the FAA. Form 1600-78 "Request for Visit by Foreign National" via the International Visitors Program (IVP) must be completed by Contractor/Visitor and sent to the SCS along with a copy of their Passport or Visa for FAA to start pre-screening.

This process takes approximately three (3) days because verification must be confirmed through Federal Aviation Administration's Systematic Alien Verification for Entitlements (SAVE) Program. Escorting is required. The visitor announcement must be provided to the FAA Building Manager/Security Coordinator once clearance has been received from the IVP.

Non-U.S. citizens requiring property access for more than five (5) consecutive days: The SCS must first determine if contractor is for long term or short term. General Services Administration (GSA) has two types of personnel security investigations depending on how long the contractor is required to be on site.

Short-term contractor (6 months or less): A Contractor Information Worksheet (CIW) is required from the Contractor. The SCS will submit the CIW to GSA for background investigation for those who require routine access unescorted in a Federally controlled space. Contractor is notified by GSA with further instructions, including finger printing scheduling, and if approved/not approved to work on site.

Long-term contractor (6 months or more): A CIW is required from the Contractor. The SCS will submit the CIW to GSA. Contractor is notified by GSA with further instructions including finger printing scheduling.

Federal Protective Services (FPS) will notify contractor if approved/not approved to work on site.

The SCS will receive notification if Contractor is approved or not. If approved, SCS will send Contractor the "FAA Form 1681" to complete and return in order for FAA Security to enter approved contractor in their database to receive a badge to work on site. Once entered, the SCS will schedule an appointment with Contractor for their picture identification badge to be taken.

GSA/FPS will notify Contractor if they are NOT approved and will request a telephone number for the contractor to call to discuss denial. The SCS is NOT informed as to why

Contractor was not approved.

NOTE: All contractors, vendors, visitors and non-FAA employees must access the property through the rear entrance.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

3. The Owner hereby authorizes and empowers the Agent to perform the following in the name of, for the account of, and at the expense of the Owner:

A. Employ, promote, discharge, supervise, and pay servants, employees or contractors as the Agent may determine advisable to be employed in the care, management, or operation of the Premises. It is understood and agreed that all servants, employees, or contractors are in the employ of Agent solely, and that Owner is in no manner liable to such servants, employees, or contractors for their wages or other compensation. The Owner shall reimburse the Agent promptly for all costs, expenses (to include workers' compensation) and fees incurred or accrued by the Agent in connection with such servants, employees or contractors. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

Agent shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, assigning daily work, supervising assigned work, hiring, terminating, and disciplining its employees and handling all employee and labor relations matters. Agent will be solely and exclusively responsible for setting wage rates and employee benefits of its employees.

B. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Premises as the Agent may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Two Thousand Five Hundred and No/Dollars (\$2,500.00) shall not be made without prior consent of the Owner or submitted budget, except in the event of an emergency, or if the Agent in good faith determines that expenditures are necessary to protect the Premises from damage, to prevent injury to persons or loss of life, or to maintain services to the tenant(s) on the Premises.

C. Subject to the Owner's approval, advertise the Premises or portions thereof, and prepare and secure signs, plans, circular matter, and other forms of advertising.

D. Maintain all amounts in the operating account(s) (the "Operating Account") of the Agent for the Premises operation.

2. All monies furnished by the Owner to the Agent as working funds and all monies received by the Agent for or on behalf of the Owner shall be deposited by the Agent in the Operating Account, which is to be placed at a financial institution mutually approved by the Owner and the Agent in account(s) maintained by the Agent and not commingled with the funds of the Agent, and shall be disbursed by the Agent in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation, the compensation and reimbursement of the Agent as herein provided) arising on account of or in connection with this Agreement or the Premises.

Not later than the last business day of each month, Owner shall fund the Operating Account in an amount equal to the approved, budgeted operating expenses for the following month, as well as any operating expense deficit incurred in the current month and any capital expenditures anticipated in the following month (hereinafter referred to as the "Recurring Funding Request"). Agent shall provide to Owner a schedule of any and all amounts to be included in the Recurring Funding Request not later than the earlier of 20th day of each month or the following business day.

Owner shall initially fund the Operating Account with an imprest balance of \$10,000 to be utilized by Agent for the disbursement of emergency operating expenditures and only with written approval of Owner. Agent shall not advance any amounts from Agent's funds to the Operating Account in the event of a deficit in the Operating Account.

3. The Owner agrees to make its best efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or Construction of the Premises, including environmental and structural matters, as well as with all orders and requirements of the local Board of Fire Underwriters or other body exercising similar functions. Owner agrees to provide Agent with a copy of an asbestos audit prepared within the past three (3) years by a properly licensed environmental testing firm. If Owner does not currently have such a report on file, then Owner by execution of this Agreement authorizes Agent to procure an asbestos audit at Owner's expense within the first month of the contract term.

4. Upon the expiration or earlier termination of this Agreement, Owner shall not employ any of Agent's employees for the purpose of discharging any of the duties set forth in this Agreement for a period of twelve (12) months from the effective date of said expiration or earlier termination.

COMPENSATION AND REIMBURSEMENTS

1. The Owner hereby covenants and agrees to pay the Agent an annual flat fee of One Hundred Fourteen Thousand and No/Dollars (\$114,000.00) which will be payable monthly in the amount of Nine Thousand Five Hundred and No/Dollars (\$9,500.00). The Agent may deduct such monthly management fee and other sums due it hereunder as reimbursement for any expenses incurred or advanced on the Owner's behalf arising on account of or in connection with this Agreement, from receipts from or regarding the Premises.

2. The Owner agrees to compensate Agent for reimbursable administrative expenses incurred in connection with performing the duties noted above which include but are not limited to mileage at the prevailing IRS reimbursement rate, and overnight postage. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

3. A. Owner covenants and agrees to compensate Agent separately for services rendered as Owner's Representative and Project Manager in connection with capital improvements, tenant improvements and/or major repairs which require extensive coordination such as roof replacements, waterproofing/caulking of building exterior,

painting projects, resurfacing of parking lots, etc. This is more fully described as:

- For work performed for the tenant, FAA or GSA, which is billed back to them, a fee of twenty percent (20%) will apply. Fifty percent (50%) of the fee will be deposited by the Agent into a property reserve account and such funds will be available for expenses at the property and benefit the City.
- For work performed for the Owner, which are not billed back to the tenant, the following scheduled shall apply cumulatively:

<u>COST</u>	<u>FEE</u>
\$0 - \$100,000	10%
\$100,001 and above	8.5%

For the purposes of calculating fee, the term “cost” shall include all hard and soft costs such as the cost of construction, design, testing, data cabling, etc. Reimbursables shall include the cost of overnight travel, plan reproduction, overnight postage at cost plus 15%, and mileage reimbursements at the prevailing IRS rates. No costs for project management services shall be incurred without prior approval of the City of College Park.

OWNER INSURANCE

1. The Owner agrees to procure and maintain at its expense and during the term of this Agreement, commercial building and comprehensive general public liability insurance including property damage insurance, worker’s compensation insurance, and such other insurance as may be advisable and applicable for the protection of the Owner and the Agent. In each such policy of insurance, the Owner agrees to designate the Agent an additional insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by the Owner and the Agent. A certificate of each such policy issued by the carrier shall be delivered to the Agent and shall provide that the Agent shall receive at least ten (10) days prior written notice from the carrier in the event of cancellation or any material change therein.

2. To the extent permitted by its insurance policies, the Owner does hereby waive and release any and all claims which it may have against the Agent for damage to the Premises or contents herein to the extent that such damage is covered by the Owner’s insurance policies.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

WORKSHOP AGENDA ITEM

DOC ID: 8501

DATE: December 2, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Proposed Recreation & Cultural Arts Logo

PURPOSE: Approval by the Mayor and City Council of a new Recreation & Cultural Arts logo.

REASON: The College Park Department of Recreation & Cultural Arts would like to propose a new logo to represent for the department. The proposed logo incorporates the two additions to the department to include cultural arts and the golf course.

RECOMMENDATION: Mayor and City Council consideration.

BACKGROUND: The original Recreation Department logo is dated and does not represent all that the department offers in programming. The department includes sports such as basketball, baseball, football, gymnastics, volleyball, dance, swimming, golf, parks along with new cultural arts programming which includes poetry, painting and music added in 2018. The new proposed logo covers these new aspects to the department along with being located in the global City of College Park. There are other logos for the department for the specific programs such as the College Park Rim Rockers, College Park Rams and College Park Tumbleweeds that are used to represent the specific sports programming in the department.

CITY COUNCIL HEARING DATE: December 7, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: N/A

ATTACHMENTS:

- Proposed New College Park Recreation & Cultural Arts Logo (PDF)
- Old Recreation Letterhead with Recreation Logo (PDF)
- College Park Rim Rockers Logo-Basketball Program (PDF)
- College Park Rams Football Logo (PDF)
- College Park RCA Logo options presented (PDF)
- College Park Tumbleweeds Gymnastics Logo (PDF)

Review:

- Michelle Johnson Completed 12/02/2020 1:16 PM
- Rosylne Robinson Completed 12/02/2020 1:17 PM
- Terrence R. Moore Completed 12/02/2020 1:52 PM
- Mayor & City Council Pending 12/07/2020 6:00 PM





City of College Park Recreation Department

P.O. Box 87137 – College Park , GA 30337

Brady Center (404) 669-3776

Conley Center (404) 669-3773



1.3.c



Packet Pg. 46

COLLEGE PARK



FOOTBALL





1.3.f

COLLEGE PARK

Tumbleweeds

Packet Pg. 49