1. Call to Order: 7:00 PM

2. Invocation: Councilman James A. Gorley

3. Approval of Agenda

4. Approval of Minutes *Attachment #1*

   Council Meeting – June 4, 2019 at 7:00 PM

5. Public Comments

   Reading of Rules for Public Comments

6. Old Business:
   
   A. None.

7. New Business:
   
   A. City Marshal Report

   B. Discussion and Possible Action on the 2019-2020 Indigent Defense Services Agreement *Attachment #7B*

   C. Discussion and Possible Action on Requesting Technical Assistance from the Middle Georgia Regional Commission *Attachment #7C*

   D. Proposed Resolution to Approve a Change to the City of Eatonton Marketing and Branding Deliverables *Attachment #7D*
E. Discussion and Possible Action on Authorizing the Mayor to Execute a Local Maintenance Improvement Grant Contract *Attachment #7E*

8. Zoning:
   
   A. None.

9. Committee Reports:

   - Finance and Personnel – *Councilmember Harvey C. Walker, Jr.*
   - Public Utilities – *Councilmember Alvin Butts*
   - Streets, Buildings, and Grounds – *Councilmember William C. Mangum, Jr.*
   - Zoning and Ordinances – *Councilmember Teresa W. Doster*
   - Environmental – *Councilmember Janie B. Reid*
   - Community Development – *Councilmember Charles R. Haley*
   - Public Safety – *Councilmember James A. Gorley*
   - City Administrator – *Mr. Gary Sanders*
   - City Attorney – *Mr. Christopher D. Huskins*
   - City Clerk – *Ms. Maria S. Jiménez*

10. Executive Session

11. Motion to Adjourn
City of Eatonton Council Meeting  
June 4, 2019  
7:00 PM  
Putnam County Commissioners’ Meeting Room, #203  
117 Putnam Drive  
Eatonton, Georgia 31024

Elected Officials Present:  
Mayor Walter C. Rocker, Jr.  
Councilman Alvin Butts  
Councilwoman Teresa Doster  
Councilman James A. Gorley  
Councilman William Mangum, Jr.  
Councilwoman Jamie B. Reid

Elected Officials Absent:  
Mayor Pro-Tem Harvey “Chip” Walker, Jr.  
Councilman Charles R. Haley

Staff Members Present:  
City Administrator, Gary Sanders  
City Clerk, Maria S. Jimenez  
City Marshal, William M. Brown  
Downtown Eatonton Director, Andrew Simpson  
Police Chief, William “Kent” Lawrence

Staff Members Absent:  
City Attorney, Christopher Huskins

Mayor Walter C. Rocker, Jr. Called the June 4, 2019 Council Meeting to order at 7:00 PM.

Invocation was given by Councilwoman Doster.

Motion was made by Councilman Butts and seconded by Councilwoman Doster to approve the agenda. Motion carried by a unanimous vote of 5-0.

Motion was made by Councilman Gorley and seconded by Councilman Mangum to approve the minutes from the May 20, 2019 Council Meeting. Motion carried by a unanimous vote of 5-0.
Public Comments: Mr. William Brown

Reading of the Rule for Public Comments: Omitted

Mr. Brown shared words commemorating the 75th Anniversary of the D-Day Invasion.

Old Business: None

New Business:

Downtown Eatonton Report *Attachment #7A*

Report for City Council Meeting Tuesday June 4, 2019 – May Recap

Organization

Downtown Eatonton Director/Project Manager attended Downtown Eatonton Board Meeting.

Downtown Eatonton Director/Project Manager attended Downtown Eatonton Strategic Planning Meeting.

Downtown Eatonton Director/Project Manager met with representatives from the Middle Georgia Regional Commission and Community Development committee regarding the rural zone application.

Downtown Eatonton Director/Project Manager attend the McDonalds’ Ribbon Cutting.

Promotions

Social Media was updated for June events and Downtown Eatonton Fall and Christmas events.

Downtown Eatonton Director/Project Manager attended 5-year Memorial Ride for Noel Hawk event.

Design

Downtown Eatonton Director/Project Manager attended the Design Committee meeting.

The Putnam County Courthouse Landscape Committee is seeking to work with the Downtown Eatonton Design team to provide a seamless transition of Downtown landscaping.

Met with Denis Jackson about Building the Love Home Health Care LLC façade grant application.

Economic Vitality

Met with Denis Jackson about Building the Love Home Health Care LLC opening date and provided media kit voucher. The business will be located at 117 S. Jefferson Ave.

Met with Jontayia Hudson about future business plans.

Updated Downtown Eatonton website with available rental and for sale properties in the Downtown.
Summary

The 2nd annual Juneteenth Celebration Festival and Parade will take place on Saturday June 15 with the parade in the Downtown at 10am and Festival at 11am in Jimmy Davis Park.

The Inaugural June Jam 2019 will take place at the City Center Event Stage and at The Frisk Pub on Saturday June 22 between 10am and 11:30pm.

Simpson advised future business inquiries will increase towards the end of the year. Dairy Festival went well had the most crowds for the last five years as advised by Chief Lawrence. Also advised there was a great turn out at the Cocktails and Conversations event yesterday.

City Marshal Report
Following Council’s review, there were no questions regarding Mr. Brown’s report.

Councilwoman Reid expressed words of appreciation for the job Mr. Brown is doing as City Marshal.

Proposed Resolution to Appoint an Election Superintendent for the November 5, 2019 Municipal General/Special Election Attachment #7C
Motion was made by Councilwoman Doster and seconded by Councilman Gorley to approve the proposed Resolution appointing City Clerk Maria Jimenez as election superintendent for the November 5, 2019 Municipal General/Special Election. Motion carried by a unanimous vote of 5-0.

Mr. Sanders reminded Council that qualifying will commence at 8:30 AM on Monday, August 19, 2019 and will conclude at 4:30 PM on Wednesday, August 21, 2019.

Discussion and Possible Action on Workforce Innovation and Opportunity Act Worksite Agreement Attachment #7D
Motion was made by Councilwoman Doster and seconded by Councilman Mangum to authorize the Mayor to sign the Middle Georgia Consortium Workforce Innovation and Opportunity Act Worksite Resolution. After discussion, Councilwoman Doster restated her motion as authorizing the Mayor to sign the Middle Georgia Consortium Workforce Innovation and Opportunity Act Worksite Agreement. Motion carried by a unanimous vote of 5-0.

Zoning: None

Committee Reports:

Councilman Butts commended the City Gas Department for their work to repair a leak following an accident on Gray Highway.

Councilwoman Doster advised that the Downtown Development Authority will hold its next meeting at 5:30 PM on June 11 at the Chamber of Commerce office.
Councilwoman Reid inquired about meeting with Advanced Disposal to discuss issues related to trash service in the City.

Councilwoman Reid thanked all of those who attended the inaugural Cocktails and Community Conversations. The event exceeded her expectations and met her objectives were met. The next event will be held on August 26, 2019.

Councilman Gorley shared that everything went well at the Dairy Festival. He thanked all who were involved in organizing the event and those who helped clean up.

Mr. Sanders advised that work continues on the 2020 proposed budget. The preliminary tax digest should be available by mid-July.

Mr. Sanders also advised that it is time to begin looking at priorities for 2020 LMIG projects.

Ms. Jimenez reminded Council to please be sure to file your Personal Financial Disclosure Statement by July 1.

Mayor Rocker asked if there was any other business to be conducted for the good of the City. There being none, Mayor Rocker adjourned the meeting at 7:26 PM.

Walter C. Rocker, Jr., Mayor

ATTEST:

Maria S. Jimenez, City Clerk
May 31, 2019

Mr. Gary Sanders  
City Administrator  
City of Eatonton  
P.O. Box 3820  
Eatonton, Georgia 31024

Re: Contract for Public Defender Services

Greetings Mr. Sanders,

Enclosed is a copy of the budget for the Ocmulgee Circuit Public Defender’s Office for FY 2020. Also enclosed is the contract for our office to handle indigent representation in the City Court of Eatonton. The contract for the 2020 fiscal year is $3,000 with monthly payments of $250. The signed contract can be returned to P.O. Box 747, Gray, Georgia, 31032.

Please let me know if further information is needed. I can be reached at (478) 445-8100.

Sincerely,

John H. Bradley  
Circuit Public Defender
### COUNTY FUNDED - Public Defender and Assistants

<table>
<thead>
<tr>
<th>Name</th>
<th>#</th>
<th>Salaries</th>
<th>FICA</th>
<th>7.65% of Salary</th>
<th>24.06% of Salary</th>
<th>Health Insurance</th>
<th>Unemployment</th>
<th>FICA per Position</th>
<th>Total</th>
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<tbody>
<tr>
<td>TOTAL:</td>
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<td>$294,015.08</td>
<td>$22,492.15</td>
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<td>$484,586.01</td>
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### COUNTY FUNDED - Public Defender Administrative

<table>
<thead>
<tr>
<th>Name</th>
<th>#</th>
<th>Salaries</th>
<th>FICA</th>
<th>7.65% of Salary</th>
<th>24.06% of Salary</th>
<th>Health Insurance</th>
<th>Unemployment</th>
<th>FICA per Position</th>
<th>Total</th>
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<tbody>
<tr>
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<td>$77,031.12</td>
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### COUNTY FUNDED - Office Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Per Month</th>
<th>Annual</th>
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</thead>
<tbody>
<tr>
<td>Postage</td>
<td>$182.41</td>
<td>$2,188.97</td>
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<tr>
<td>Printing, Publications, &amp; Media</td>
<td>$152.01</td>
<td>$1,824.14</td>
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<tr>
<td>Supplies &amp; Materials</td>
<td>$644.77</td>
<td>$7,737.24</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$273.62</td>
<td>$3,283.45</td>
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<tr>
<td>Rent Other than Real Estate</td>
<td>$622.49</td>
<td>$7,469.94</td>
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<tr>
<td>Other Operating</td>
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<tr>
<td>Real Estate Rentals</td>
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<td>Professional Services</td>
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<td>Telecommunications (GTA)</td>
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<td>$2,334.09</td>
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<tr>
<td>Telecommunications (AT&amp;T, etc.)</td>
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<td>TOTAL:</td>
<td>$5,886.23</td>
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### TOTAL EXPENDITURES

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<thead>
<tr>
<th>Description</th>
<th>Personnel</th>
<th>Operating</th>
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<tr>
<td>Public Defender and Assistants</td>
<td>$464,366.01</td>
<td>$77,031.12</td>
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<tr>
<td>Public Defender Administrative</td>
<td>$28,080.86</td>
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<tr>
<td>LESS: FY 19 Rollover</td>
<td>$3,536.00</td>
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<tr>
<td>TOTAL:</td>
<td>$576,172.93</td>
<td>$69,924.17</td>
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**Total Personnel (without $75,650.00 offset)**

<table>
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<tr>
<th>Description</th>
<th>Without Offset</th>
<th>With Offset</th>
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<tr>
<td>Total Operating Contract</td>
<td>$576,847.10</td>
<td>$666,697.10</td>
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### BREAKDOWN BY COUNTY

#### Monthly

<table>
<thead>
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<th>County</th>
<th>Weekly</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>City of Gray</td>
<td>$275.00</td>
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<td>City of Gauton</td>
<td>$250.00</td>
<td>$3,000.00</td>
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<tr>
<td>City of Gordon</td>
<td>$63.33</td>
<td>$760.00</td>
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<tr>
<td>City of Union Point</td>
<td>$33.33</td>
<td>$400.00</td>
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#### Annual

<table>
<thead>
<tr>
<th>County</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldwin</td>
<td>$16,666.19</td>
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<tr>
<td>Greene</td>
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<td>$61,068.74</td>
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<tr>
<td>Hancock</td>
<td>$2,762.88</td>
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<tr>
<td>Jasper</td>
<td>$4,070.62</td>
<td>$48,847.58</td>
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<tr>
<td>Jones</td>
<td>$9,188.16</td>
<td>$109,426.82</td>
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<tr>
<td>Morgan</td>
<td>$5,230.93</td>
<td>$62,711.88</td>
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<tr>
<td>Putnam</td>
<td>$7,415.30</td>
<td>$88,983.59</td>
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<tr>
<td>Wilkinson</td>
<td>$2,800.93</td>
<td>$33,611.21</td>
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### BREAKDOWN BY COUNTY (Personnel)

<table>
<thead>
<tr>
<th>County</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
<td>$275.00</td>
<td>$3,300.00</td>
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<tr>
<td>City of Gauton</td>
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<tr>
<td>City of Gordon</td>
<td>$63.33</td>
<td>$760.00</td>
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<tr>
<td>City of Union Point</td>
<td>$33.33</td>
<td>$400.00</td>
</tr>
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### BREAKDOWN BY COUNTY (Operating)

<table>
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<tr>
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<th>Weekly</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>Baldwin</td>
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<td>Greene</td>
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<td>Hancock</td>
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<td>Jones</td>
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<td>Morgan</td>
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<td>Putnam</td>
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<td>Wilkinson</td>
<td>$2,457.72</td>
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### OFFSET FUNDS

<table>
<thead>
<tr>
<th>County/City</th>
<th>Amount</th>
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<tbody>
<tr>
<td>City of Gray</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>City of Gauton</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>City of Gordon</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>City of Union Point</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Baldwin</td>
<td>$39,300.00</td>
</tr>
<tr>
<td>Greene</td>
<td>$4,000.00</td>
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<tr>
<td>Jasper</td>
<td>$8,650.00</td>
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<tr>
<td>Putnam</td>
<td>$14,400.00</td>
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**Total: $76,450.00**

*Includes salary, benefits and 5% admin fee

### ROLLOVER: FY 19 ➔ FY 20

<table>
<thead>
<tr>
<th>County</th>
<th>Amount</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Gray</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>City of Gauton</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>City of Gordon</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>City of Union Point</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Baldwin</td>
<td>- $4,240.60</td>
<td>31.35%</td>
</tr>
<tr>
<td>Greene</td>
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<tr>
<td>Hancock</td>
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<td>Jasper</td>
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<td>Jones</td>
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<tr>
<td>Morgan</td>
<td>$1,331.28</td>
<td>9.84%</td>
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<tr>
<td>Putnam</td>
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<tr>
<td>Wilkinson</td>
<td>$712.94</td>
<td>5.27%</td>
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**Total: $13,525.06**

### ROLLOVER: FY 19 ➔ FY 20

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<tr>
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<th>Amount</th>
<th>%</th>
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</thead>
<tbody>
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<td>Baldwin</td>
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<tr>
<td>Greene</td>
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<tr>
<td>Hancock</td>
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<tr>
<td>Jasper</td>
<td>$606.69</td>
<td>17.16%</td>
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<tr>
<td>Jones</td>
<td>$348.05</td>
<td>9.84%</td>
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<tr>
<td>Putnam</td>
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<td>13.95%</td>
</tr>
<tr>
<td>Wilkinson</td>
<td>$186.37</td>
<td>5.27%</td>
</tr>
</tbody>
</table>

**Total: $3,536.00**

*100.00%
GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of __________ 2019, between the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “the Public Defender Office”) and Eatonton, a body politic and a subdivision of the State of Georgia (herein referred to as “the City”) and is effective July 1, 2019 except as provided in Section 3.09.

WITNESSETH:

WHEREAS, the Public Defender Office and the City enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which is effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-35, which is effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, O.C.G.A. § 36-32-1 (f), which is effective January 1, 2005, provides as follows:

Any municipal court operating within this state and having jurisdiction over the violation of municipal ordinances and over such other matters as are by specific or general law made subject to the jurisdiction of municipal courts shall not impose any punishment of confinement, probation, or other loss of liberty, or impose any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty, as authorized by general law or municipal or county ordinance, unless the court provides to the accused the right to representation by a lawyer, and provides to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 36-32-1 (g), which is effective January 1, 2005, provides as follows:

Any municipal court operating within this state that has jurisdiction over the violation of municipal or county ordinances or such other statutes as are by specific or general law made subject to the jurisdiction of municipal courts, and that holds committal hearings in regard to such alleged violations, must provide to the accused the right to representation by a lawyer, and must provide to those accused who are indigent the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Council for representation of indigent persons in this state.
WHEREAS, O.C.G.A. § 36-2-1 (h), which is effective January 1, 2005, provides as follows:

Any municipality or municipal court may contract with the office of the circuit public defender of the judicial circuit in which such municipality is located as a means of complying with the municipality's or municipal court's legal obligation to provide defense counsel at no cost to indigent persons appearing before the court in relation to violations of municipal ordinances, county ordinances, or state laws.

WHEREAS, the City is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases in the courts operated by the City consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Public Defender Office of services to the courts operated by the City;

(2) The payment by the City for the services provided by the Public Defender Office; and

(3) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars ($10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

SERVICES AND PERSONNEL

Section 1.01 Services. The Public Defender Office agrees to provide representation to indigent persons who are defendants in courts operated by the City and who are charged with the violation of a state law or municipal or county ordinance for which upon conviction there is a possibility that a sentence of imprisonment, probation, a suspended sentence of imprisonment, or other loss of liberty or any fine, fee, or cost enforceable by confinement, probation, or other loss of liberty may be imposed.

Sections 1.02 Personnel and Payment. The City agrees to pay the Public Defender Office for the services described in Section 1.01 in accordance with the personnel listed in Attachment A and according to the payment terms of Attachment B. The employees provided in Attachment A are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of employees in the unclassified service provided by law. These employees serve at the pleasure of the circuit public defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the City does not pay for the cost of these personnel in advance in accordance with this agreement. Attachments A and B are incorporated into this agreement by reference.
Section 1.03 Compliance with Standards. The Public Defender Office agrees to provide the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. The Public Defender Office specifically agrees to provide services to the City in the courts covered by this agreement in a manner that will comply with the requirements of O.C.G.A. § 36-32-1.

Section 1.04 Overload of cases. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the representation described in this Article in a professional manner consistent with the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the City 30 calendar days written notice of its intent to suspend taking new cases pursuant to this Agreement. The provisions of Section 3.07 apply during the period of suspension. The Public Defender Office shall give the City 10 calendar days written notice of its intent to lift the suspension of taking new cases. At any time during the suspension of taking new cases up to and including the 5th calendar day after the City receives notice from the Public Defender Office of its intent to lift the suspension of the Agreement, the City may elect to terminate the Agreement by giving the Public Defender Office written notice of the termination; in which event the this Agreement shall immediately terminate subject to the provisions of Section 3.07.

ARTICLE 2

OPTIONAL PROVISIONS

(Reserved)

ARTICLE 3

MISCELLANEOUS

Section 3.01 Term. The term of this agreement is 12 months beginning July 1, 2019 and ending June 30, 2020.

Section 3.02 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be in full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 3.03 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the City acknowledge that they are engaging in a new venture and that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the Parties, shall be governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The Parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.
Section 3.04 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Ocmulgee Judicial Circuit:
John Bradley
Circuit Public Defender
166 Industrial Boulevard
Gray, GA 31032

City of Eatonton:
Eatonton Municipal Court
Post Office Box 3820
Eatonton, Georgia 31024

Section 3.05 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the Parties' representatives identified in Section 3.04 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the contract. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement.

Section 3.06 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the City), is reduced during the term of this agreement, the Public Defender may make financial and other adjustments to this agreement and notify the City accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in city funds by the person designated in Section 3.04 to receive notices for the City is conclusive. The City shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. In lieu of terminating this Agreement, the City and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. “Cause” shall mean a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this contract.
(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

Section 3.07 Cooperation in transition of services. (a) At the beginning of the agreement. The City agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon suspension, termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rules, or the State Bar of Georgia ethical standards or the facilitation of the transfer to the City of the client records. The City agrees to compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.

Section 3.08 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The Parties agree to reconcile expenditures against advances of funds within 30 calendar days of termination of this agreement.

Section 3.09 Implementation. The City and the Public Defender Office agree that although this agreement is effective July 1, 2019, the City and the Public Defender Office may agree to incur costs and expend funds necessary to prepare for and phase-in full implementation of this agreement on July 1, 2019. This Section is effective upon the execution of this agreement.

Section 3.10. Time is of the essence
IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

ATTEST:

City of Eatonton

________________________
BY: ______________________
    Signature
    Title

ATTEST:

Circuit Public Defender

________________________
BY: ______________________
    Signature
    Circuit Public Defender

ATTEST:

Consented to:

Georgia Public Defender Council

________________________
BY: ______________________
    Signature
    Director
Ocmulgee Judicial Circuit
ATTACHMENT B – Personnel & Operating Expenditures
City of Eatonton
July 1, 2019 – June 31, 2020

The City agrees to pay the Public Defender Office $3,000.00 in 12 monthly installments of $250.00. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2019. Invoices will be sent to the following address:

________________________
________________________

Installs will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the personnel servicing the court.

These employees will provide legal representation to indigent defendants in City Court.

The City of Eatonton remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.
June 12, 2019

Mr. Gary Sanders
City of Eatonton
PO Box 3820
Eatonton, GA 31024

SUBJECT: Technical Assistance Letter

Dear Mr. Sanders:

Middle Georgia Regional Commission is requesting a technical assistance letter from the City of Eatonton in order for them to assist EPWSA with updating our pay scale and job descriptions. EPWSA is making this request to the City Council so that we may begin the process. Thank you!

Sincerely,

Cheryl Hester
Administrative Assistant
June 17, 2019

Ms. Laura Mathis
Executive Director
Middle Georgia Regional Commission
175 Emery Highway, Suite C
Macon, Georgia 31217

Dear Ms. Mathis:

Please allow this letter to serve as an official request for the Middle Georgia Regional Commission to provide technical assistance to the Eatonton-Putnam Water and Sewer Authority with updating its job descriptions and pay scale. The point of contact for this request is Ms. Cheryl Hester, who may be reached at (706) 485-5252.

Thank you for your assistance in this matter.

Sincerely,

Walter C. Rocker, Jr.
Mayor
RESOLUTION

A Resolution by the Council of the City of Eatonton, Georgia to approve a change to the City of Eatonton marketing and branding deliverables and for other purposes.

Whereas, on January 5, 2016, the Mayor and Council resolved to convey certain real property (the "Prison") to the Eatonton Downtown Development Authority ("EDDA") as recorded on January 13, 2016 in Deed Book 851, Pages 117-120 in the Office of the Clerk of Superior Court of Putnam County, GA to best utilize such property in developing economic growth, increasing jobs, and otherwise promoting the City of Eatonton; and

Whereas, the Mayor and Council further resolved that the Prison was conveyed to the EDDA for the same to be leased to Tytan Pictures, LLC to effectuate certain branding and marketing deliverables, including a 22-minute documentary on the history and future of Eatonton for online and broadcast uses; and

Whereas, the Eatonton Branding Advisory Committee and EDDA now recommend that the Mayor and Council approve changing such deliverables by substituting a series of twelve 15- to 30-minute YouTube channel episodes highlighting life in Eatonton in place of the documentary to better showcase Eatonton.

Now, Therefore, Be it Resolved by the Council of the City of Eatonton, Georgia, that:

The change outlined herein to Deliverable #6 in Exhibit B, Option to Purchase, of the lease agreement between the Eatonton Downtown Development Authority and Tytan Pictures, LLC made and entered into on April 13, 2016 is hereby approved. Tytan Pictures, LLC is authorized to deliver a series of twelve 15- to 30-minute YouTube channel episodes highlighting life in Eatonton in place of the 22-minute documentary. The EDDA and Mayor, or his designee, are authorized to execute contracts, deeds, forms, modifications, and any related document necessary to the consummation of the transaction contemplated by this resolution.

Approved and adopted by the Council of the City of Eatonton, Georgia on this 17th day of June, 2019.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

Attest:

Clerk, City of Eatonton, Georgia
June 12, 2019

Mayor and Council Members
Gary Sanders, City administrator
Eatonton City Hall
Eatonton, Ga.

Re: Change deliverables in Tytan contract

Dear Mayor and Council

The Eatonton Downtown Development Authority met (6-11-19, with Doster, Sinclair, Rainey, Jackson, and Blackwell present) to discuss changing the deliverables, specifically # 6, in Exhibit B, under options to purchase, in the contract between the DDA and Tytan Industries. A motion was made, seconded, and unanimously approved to change to modify the deliverables outlined in “Exhibit B” of the lease agreement between DDA and Tytan Pictures by substituting a series of 15- to 30-minute YouTube channel episodes for the 22-minute documentary (deliverable #6). Tytan will create 12 episodes that highlight life in Eatonton, including its people, history, food, fashion, and fun.

This is in agreement with the recommendations made by the “Branding Committee” appointed by the council.

Thank you for your support for this change as we feel this will give us a better opportunity to showcase Eatonton

Sincerely,

[Signature]

Teresa Doster, Chairperson
Scott Reaves, Vice Chairman
Roddie Anne Blackwell, Sec./Tres.
Steve Sinclair
Cooper Rainey
Lisa Jackson
EXHIBIT “B”
Option to Purchase:

If Tenant so chooses Tenant can purchase this property for Four Hundred One Thousand Six Hundred Dollars ($401,600.00) at any time during the lease period. In lieu thereof, Tenant may perform marketing and branding services for the City of Eatonton in an amount equal to or greater than the purchase price which shall include:

Tenant, in its effort to meet those objectives, will deliver to the City of Eatonton the following services:

Marketing/Branding Deliverables

1. Design specifications for Branded Signage, Gateways, Arches and monuments
2. Design a Comprehensive identity system and collateral items
3. Create comprehensive, exclusive, “Own able” branding campaign
4. Two :30 (30 second) public service announcements for broadcast and online use
5. Two :30 (30 second) TV commercials for business awareness
6. Create a 22:00 minute short documentary on the history and future of Eatonton for online and broadcast uses.
7. A 3:00 minute online Brand Vision on Eatonton’s new identity as a Film Ready, Film Friendly Town

Tenant/Purchaser and Landlord/Seller agree the contractual value of completing the seven (7) Marketing / Branding Deliverables is equal to $401,600.00. Tenant/Purchaser shall notify Landlord/Seller of its intent to exercise their option to purchase on or before thirty (30) days prior to the expiration of this Lease-Purchase Agreement, but shall not be effective should the Tenant be in default under any terms of this lease or upon any termination of this lease. Tenant/Purchaser agrees that if it resells the premises within 10 years from the date Tenant’s deed is recorded to the date it enters into a contract to sell the same that 50% of the net proceeds from the closing shall go to Landlord. Closing, should Tenant elect to Purchase from Landlord, shall take place at the office of, Huskins Law Firm LLC, 114 ½ W. Marion Street, Eatonton, Georgia 31024.
CITY OF EATONTON
LOCAL MAINTENANCE IMPROVEMENT GRANT (LMIG)
CONTRACT

This Contract is made this _____ day of ______________, 2019, between Eatonton, Georgia, ("City") having an address of 201 North Jefferson Avenue, Eatonton, GA 31024, and Peach State Construction Company, a Georgia company, ("Contractor"), having a principal place of business at 7260 Williams Brothers Drive, Covington, Georgia 30015.

ARTICLE I
SERVICES TO BE PERFORMED BY CONTRACTOR

Scope of Services

Contractor agrees to furnish all materials and equipment and to perform all labor necessary to replace two wingwalls on the Rooty Creek box culvert on Lower Harmony Road as outlined in Contractor proposal dated April 24, 2019 (attached as “Exhibit A”).

Independent Contractor

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the City the right to direct Contractor as to the details of services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to such services.

ARTICLE II
COMPENSATION

In consideration for the services to be performed by Contractor, City agrees to pay Contractor the sum of $74,300.00. City hereby agrees to pay the consideration set forth above as follows:

(1) By calendar month (30 days) following City’s receipt of a draw request from Contractor. During construction, if any quantities vary from the numbers shown on the Contractor’s bid form/proposal, Contractor will be paid its submitted Unit Cost Bid times the actual measured field quantities necessary to complete the improvements included in the Work. All work paid for by the City to the Contractor must first be acceptable to Georgia DOT and the City.
ARTICLE III
OBLIGATIONS OF CONTRACTOR

Contractor agrees to perform and complete the Work to the satisfaction of the City by no later 60 days from the contract date.

Contractor shall promptly begin the Work following execution of this Contract.

Work Specifications

The Contractor covenants and declares that it has obtained all certificates, licenses, permits, or the like required by any and all federal, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Contract; provided that some permits or licenses related to the Work may be obtained as part of the Work and shall be obtained as required. All Work performed by Contractor under this Contract shall strictly adhere to all applicable Georgia DOT regulations, standards and specifications, all Manual on Uniform Traffic Control Devices guidelines and shall meet the standard of all quality ordinarily expected of competent industry professionals. The Contractor shall strictly adhere to all the requirements contained in the bid package/proposal, in addition to all the requirements included in Agreement with the City, and in addition to all Georgia DOT, and MUTCD requirements and provisions, including law, policies, guidelines, rules, regulations, standards, specifications, etc.

Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defective materials, equipment, or workmanship appearing within one year from the date of final completion of the Work at no additional cost to the City. An inspection shall be conducted by the City Representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, City shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the roadways; however, expiration of such warranty period shall not affect the Contractor’s continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Neither this Contract nor any duties or obligations under this Contract may be assigned by Contractor without prior written consent of City.

ARTICLE IV
HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Contract. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Contract. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, council, elected and appointed officials, employees, servants, and agents (hereinafter “Owner Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense (hereinafter
“Liabilities”) which may result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or Owner Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or Owner Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and Owner Parties shall survive expiration or termination of this Contract provided that the claims are based upon or arise out of actions that occurred during the performance of this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

General Insurance, Worker’s Compensation

(1) Requirements
The Contractor shall have and maintain in full force and effect for the duration of this Contract insurance protecting against claims for injuries to persons or damages to property which may arise from or occur in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content.

(2) Minimum Limits of Insurance
Contractor shall maintain insurance policies with coverage and limits no less than:

(a) Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Worker’s Compensation statutory limits as required by the State of Georgia and Employers Liability limits of $500,000 (five hundred thousand dollars) per accident or disease.
(3) **Self-Insured Retentions**
Any self-insured retention must be declared to and approved by the City so that the City may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4) **Other Insurance Provisions**
The policy is to contain, or be modified or endorsed to contain, the following provisions:

(a) **General Liability and Automobile Coverage**
   i. The City and Owner Parties are to be covered as additional insureds as for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection to the City or Owner Parties.
   
   ii. The Contractor’s insurance coverage shall be primary insurance without regard to any other insurance or self-insurance available to the City or Owner Parties. Any insurance or self-insurance maintained by the City or Owner Parties shall be in excess of the Contractor’s insurance and shall not contribute with it.
   
   iii. Any failure to comply with reporting provisions of all policies shall not affect coverage provided to the City and Owner Parties.
   
   iv. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought.
   
   v. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits.
   
   vi. The insurer shall agree to waive all rights of subrogation against the City and Owner Parties for losses arising from Work performed by the Contractor for the City.
   
   vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) **Worker’s Compensation Coverage**
The insurer providing Worker’s Compensation Coverage will agree to waive all rights of subrogation against the City and Owner Parties for losses arising from work performed by the Contractor for the City.

(c) **Notice to City**
Each insurance policy required by Article V shall be endorsed to provide that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment)

City of Eatonton
2019 EEE Local Maintenance Improvement Grant
Page 4 of 7
has been given to the City. Such notice shall be sent directly to:

City Administrator
P.O. Box 3820
Eatonton, GA 31024

(5) **Acceptability of Insurers**
Insurance is to be placed with insurers with an A.M. Best rating of no less than A-.

(6) **Verification of Coverage**
Contractor shall furnish the City with a certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of the Work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Contract by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of coverage.

(7) **Claims-Made Policies**
Contractor shall extend any claims-made insurance policy for at least two (2) years after termination or final payment under the Contract, whichever is later.

**Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Contract, including but not limited to, naming the City as an additional insured.

**ARTICLE VI**
**OBLIGATIONS OF CITY**

City agrees not to withhold approval and acceptance of Contractor's services unreasonably.

City agrees to comply with all reasonable requests of Contractor necessary to perform the Work under this Contract.

City agrees to furnish reasonably necessary space on City's premises for use by Contractor while performing the Work under this Contract.

**ARTICLE VII**
**GENERAL PROVISIONS**

(1) Any notice to be given under this Contract by either party shall be in writing and delivery shall be affected upon either personal service or by United States certified mail. Notices

City of Eatonton
2019 EEE Local Maintenance Improvement Grant
Page 5 of 7
delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) business days after mailing.

(2) This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by both parties.

(3) This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

(4) If Contractor is dissolved prior to completion of the Work, any moneys that may be due to Contractor from City for services rendered prior to the date of dissolution shall be paid to Contractor’s receiver, successors or assigns.

(5) If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney’s fees in addition to any other relief to which that party may be entitled. The attorney’s fees may be set by the court in the same action or in a separate action brought for that purpose.

(6) In the event that any dispute between the Parties regarding this Contract should result in litigation, both parties consent to, and waive any objection to, Georgia State- City jurisdiction.

(7) In the event of a dispute hereunder, this Contract shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any Party hereto on the ground that such party drafted or caused to be drafted this Contract or any part hereof, nor shall any presumption or burden of proof or persuasion be implied by virtue of the fact that this Contract may have been prepared by or at the request of a particular Party or his or her counsel.

(8) Section captions in this Contract are informative only and are not to be considered as a part thereof.

(9) With regard to all dates and time periods set forth or referred to in this Contract, time is of the essence.
In witness whereof, the parties have executed this Contract the day and year first written above.

Sworn to and subscribed before me this ___ day of _____________, 2019.
State of _____________

______________________________
NOTARY PUBLIC

CITY OF EATONTON:

______________________________

ATTEST:

______________________________
(City Seal)

______________________________
CONTRACTOR:

By: ____________________________
Title: ____________________________

______________________________
Attesting Officer

(Seal)