

SERVICE AGREEMENT

PURCHASE ORDER NO. _____

THIS AGREEMENT is by and between **FORSYTH COUNTY PUBLIC LIBRARY** acting by and through its governing authority, the Forsyth County Public Library ("FCPL"), and ____ (To Be Determined) a ____ (To Be Determined) ("Firm"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, FCPL desires to retain Firm to provide certain services generally described as Architectural Services for the Denmark Library on Fowler Road in Cumming, GA and

WHEREAS, the Firm has represented that it is qualified by training and/or experience to perform the Work; and

WHEREAS, the Firm desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Standard Services Agreement and each of the Exhibits hereto, including:

Exhibit A – FCPL Solicitation Documents
Exhibit B – Firm Response
Exhibit C – Firm Affidavit
Exhibit D – Subcontractor Affidavit
Exhibit E – Key Personnel

B. Project Description. The Project is described in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The Work. The Work to be completed under this Agreement (the "Work") consists of the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

D. Term of Agreement.

- (1) Firm warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Work shall begin _____ (To Be Determined) and the Work shall be completed on or before _____ (To Be Determined) (“Initial Term”). As required by O.C.G.A. § 3660-13, this Agreement shall terminate absolutely and without further obligation on the part of FCPL on December 31 each calendar year of the Initial Term and any Renewal Term (defined below), and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during such term absent FCPL’s provision of written notice of non-renewal to Firm at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there is no appropriate and otherwise unobligated funds available to satisfy FCPL’s obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Firm until fully paid for by FCPL.
- (2) The pricing provided in this Agreement must remain firm for the Initial Term. This Agreement may be renewed for additional one (1) year period(s) (each a “Renewal Term”), as specified and authorized in Exhibit A (attached hereto and incorporated herein by reference); provided that fees must remain firm (or be subject to a preapproved increase not to exceed the annual cost price index (CPI-U)), service is satisfactory, both Parties are willing to renew, and renewal is approved by the Forsyth County Board of Trustees. Prior to each Renewal Term, any increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation.

II. WORK CHANGES

FCPL reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by FCPL authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Firm. Firm must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by FCPL in its sole discretion, FCPL shall have the right to determine reasonable terms, and the Firm shall proceed with the changed work. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of FCPL.

III. COMPENSATION AND METHOD OF PAYMENT

A. FCPL agrees to pay the Firm for the Work performed and costs incurred by Firm upon certification by FCPL that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in Exhibits A and B) shall be paid to the Firm upon receipt and approval of FCPL of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by FCPL to process the invoice. Invoices must include the Purchase Order Number provided above and an itemized statement of the Work completed (including a breakdown of labor hours and material used, as applicable). (**NOTE:**

FCPL is exempt from Federal Excise Tax and Georgia Sales and Use Tax.) No payment will be made for Work performed until the Firm furnishes FCPL with an invoice meeting these requirements.

Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations from the Work described in this Agreement shall be clearly communicated to FCPL *before charges are incurred* and shall be handled through change orders as described in Section II above. FCPL shall pay the Firm within thirty (30) days after approval of the invoice by FCPL staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed ____ (To Be Determined) _____ except as outlined in Section II above, and the Firm represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The compensation, as set forth in Exhibits A and B, shall be received by Firm as payment in full for Work done. All labor, materials, and equipment will be paid as bid. There will be no percentage mark-up other than as stated in the Bid Pricing Schedule, and only for goods/services applicable to the Work.

IV. COVENANTS OF FIRM

A. Expertise of Firm; Licenses, Certification and Permits. Firm accepts the relationship of trust and confidence established between it and FCPL, recognizing that FCPL's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Firm under this Agreement. The Firm shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Firm covenants and declares that it is properly equipped, organized and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits or the like (if any) required of the Firm by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Firm under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of care and quality ordinarily expected of an entity performing the type of Work contemplated herein. Any additional work or costs incurred as a result of error and/or omission by Firm as a result of not meeting any applicable standard of care or quality (if any) will be provided by Firm at no additional cost to FCPL. This provision shall survive termination of this Agreement.

B. FCPL's Reliance on the Work. The Firm acknowledges and agrees that FCPL does not undertake to approve or pass upon matters of expertise of the Firm and that, therefore, FCPL bears no responsibility for Firm's Work performed under this Agreement. The Firm acknowledges and agrees that the acceptance of designs, plans, specifications or other work product by FCPL (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. FCPL will not, and need not, inquire into adequacy, fitness, suitability or correctness of Firm's performance. Firm further agrees that no approval of designs, plans, specifications or other work product (if any) by any person, body or agency shall relieve Firm of the responsibility for adequacy, fitness, suitability, and correctness of Firm's Work under professional and/or industry standards, or for performing

services under this Agreement in accordance with sound and accepted professional and/or industry principals.

C. Assignment of Agreement. The Firm covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of FCPL. As to any approved subcontractors, the Firm shall be solely responsible for reimbursing them, and FCPL shall have no obligation to them.

D. Responsibility of Firm and Indemnification of FCPL. The Firm covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Firm shall bear all losses and damages directly or indirectly resulting to it and/or FCPL on account of the performance or character of the Work rendered pursuant to this Agreement. Firm shall defend, indemnify and hold harmless FCPL and officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Firm, any subcontractor, anyone directly or indirectly employed by the Firm or subcontractor or anyone for whose acts the Firm or subcontractor may be liable, regardless of whether or not the act or omission 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 an Indemnified Party. 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 an Indemnified Party, by any employee of the Firm, its subcontractor, anyone directly or indirectly employed by the Firm or subcontractor or anyone for whose acts the Firm or subcontractor may be liable, the indemnification obligation set forth in this provision 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 Firm or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Firm. Firm hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent Firm and not as the agent or employee of FCPL. Nothing in this Agreement shall be construed to make the Firm or any of its employees, servants, or subcontractors an employee, servant or agent of FCPL for any purpose. The Firm agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; 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 benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Firm agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and FCPL by virtue of this Agreement with Firm. Any provisions of this Agreement that may appear to give FCPL the right to direct Firm as to the details of the services to be performed by Firm or to exercise a measure of control over such services will be deemed to mean that Firm shall follow the directions of FCPL with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and FCPL may hire additional entities to perform the Work related to this Agreement.

F. Insurance. The Firm shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Firm, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Firm shall maintain insurance policies with coverage and limits no less than that specified in Exhibits A and B, attached hereto and incorporated herein by reference. All policies shall be subject to approval by FCPL to form and content.

FCPL shall be named as an additional insured and loss payee on all policies required by this Agreement, except FCPL need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to FCPL. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Firm for FCPL. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to FCPL. FCPL reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Firm shall furnish FCPL with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. 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, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Firm's insurer in its normal course of business. FCPL reserves the right to require complete, certified copies of all required insurance policies at any time. The Firm shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, FCPL shall not enter into a contract for the physical performance of services unless:

- (1) the Firm shall provide evidence on FCPL-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Firm's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) the Firm provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Firm hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to FCPL or provided FCPL with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Firm hereby agrees to comply with the

requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Firm employs or contracts with any subcontractor(s) in connection with the covered contract, the Firm agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the Firm/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Firm agrees to provide a completed copy to FCPL within five (5) business days of receipt from any subcontractor.

Where Firm is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, FCPL Manager or his/her designee shall be authorized to conduct an inspection of the Firm's and Firm's subcontractors' verification process at any time to determine that the verification was correct and complete. The Firm and Firm's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Firm is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, FCPL Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no FCPL Firm or Firm's subcontractors employ unauthorized aliens on FCPL contracts. By entering into a contract with FCPL, the Firm and Firm's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Firm or Firm's subcontractors are found to have employed an unauthorized alien, FCPL Manager or his/her designee may report same to the Department of Homeland Security. The Firm's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Firm shall be liable for all damages and delays occasioned by FCPL thereby.

Firm agrees that the employee-number category designated below is applicable to the Firm. [Information only required if a Firm affidavit is required pursuant to O.C.G.A. § 13-1091.]

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☐ Fewer than 100 employees.

Firm hereby agrees that, in the event Firm employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Firm will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

H. Records, Reports and Audits

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for FCPL under this Agreement ("Records") shall be established and maintained by the Firm in accordance with requirements

prescribed by FCPL and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Firm by FCPL under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Firm shall furnish to FCPL any and all Records related to matters covered by this Agreement in the form requested by FCPL. All Records stored on a computer database must be in a format compatible with FCPL's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as FCPL may deem necessary, Firm shall make available to FCPL or FCPL's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Firm will permit FCPL or FCPL's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I.Conflicts of Interest. Firm agrees that it shall not engage in any activity or conduct that would result in a violation of the FCPL Code of Ethics.

J.Information Received from FCPL; Confidentiality. Firm shall be required to provide immediate written notice to FCPL if Firm knows or reasonably should know that any information provided by FCPL is erroneous, inconsistent, or otherwise problematic. Firm acknowledges that it may learn or receive confidential information of FCPL and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Firm personnel shall be instructed that they shall not remove any FCPL documents or materials and that they shall not disclose any confidential information to any persons other than FCPL personnel, unless FCPL provides written authorization. The Firm agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Firm creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of FCPL. The Firm shall exercise reasonable precautions to prevent the unauthorized disclosure and use of FCPL information whether specifically deemed confidential or not.

Firm acknowledges that FCPL's disclosure of documentation is governed by Georgia's Open Records Act, and Firm further acknowledges that if Firm submits records containing trade secret information, and if Firm wishes to keep such records confidential, Firm must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets

pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

K.Key Personnel. All of the individuals identified in Exhibit “E” are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Firm’s Project Manager or members of the project team, as listed in Exhibit “E”, without written approval of FCPL. Firm recognizes that the composition of this team was instrumental in FCPL’s decision to award the Work to Firm and that compelling reasons for substituting these individuals must be demonstrated for FCPL’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Firm’s obligations under this Agreement and shall be grounds for termination. Firm shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of FCPL. Firm shall be solely responsible for any such subcontractors in terms of performance and compensation.

L.Authority to Contract. The Firm and individual signing on behalf of Firm below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Firm to the terms of this Agreement, if applicable.

M.Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Firm (“Materials”) shall be the property of FCPL, and FCPL shall be entitled to full access and copies of all such Materials. FCPL shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Firm or subcontractor upon completion or termination of the Work shall be delivered immediately to FCPL; provided that Firm may retain a copy of any deliverables for its records. The Firm assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to FCPL, the Firm shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to FCPL, and the Firm agrees to execute any additional documents that may be necessary to evidence such assignment.

N.Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Firm agrees that, during performance of this Agreement, Firm, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. PERFORMANCE STANDARDS; TERMINATION

A.FCPL may evaluate Firm’s performance on a monthly basis. If requirements are not being met, FCPL Procurement Department will notify the Firm, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Firm must promptly provide a written response to FCPL detailing how the identified deficiencies will be remedied,

and such deficiencies must be remedied within thirty (30) days of FCPL's notice of deficiencies, unless such cure period is extended in writing by FCPL. If the deficiencies are not remedied within the thirty (30) day cure period, FCPL may immediately terminate this Agreement with no further obligation or liability to the Firm.

B. If FCPL determines, under any circumstance, that Firm has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of FCPL, then, and in that event, FCPL may immediately terminate this Agreement with no further obligation or liability to the Firm.

C. FCPL shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Firm shall have no right to terminate this Agreement prior to completion of the Work, except in the event of FCPL's failure to pay the Firm within thirty (30) days of Firm providing FCPL with a proper notice of a delinquent payment and an opportunity to cure.

D. Upon termination, FCPL shall provide for payment to the Firm for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Firm shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to FCPL all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Firm in performing this Agreement, whether completed or in process, in the form specified by FCPL.

F. The rights and remedies of FCPL and the Firm provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. MISCELLANEOUS

A. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to FCPL shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County Georgia, and Firm submits to the jurisdiction and venue of such court.

D.Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

E.Business License. Prior to commencement of the services to be provided hereunder, Firm shall apply to county for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Firm provides evidence that no such license is required.

F.Notices. All other notices, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO FCPL shall be sent to:

Attn: _____
Forsyth County Public Library, Georgia

NOTICE TO THE FIRM shall be sent to:

Attn: _____

G.Waiver of Agreement. No failure by FCPL to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Firm with this Agreement, and no custom or practice of FCPL at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect FCPL's right to demand exact and strict compliance by Firm with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H.No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

I.Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of FCPL's sovereign immunity or any individual's qualified good faith or official immunities.

J.Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Firm represents that it has reviewed and become familiar with this Agreement and has notified FCPL of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K.Force Majeure. Neither FCPL nor Firm shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of FIRM; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L.Material Condition. Each term of this Agreement is material, and Firm's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to FCPL at law or in equity.

IN WITNESS WHEREOF FCPL and the Firm have executed this Agreement, which is effective as of last signature below.

[SIGNATURES ON FOLLOWING PAGE]

FIRM:

By: _____
Its: _____ (circle one)
President/Vice President (Corporation)
General Partner (Partnership/Limited Partnership)
Member/Manager (LLC)
Date: _____

[CORPORATE SEAL]
(required if corporation)

Attest: _____

By: _____
Its: _____
(Assistant) Corporate Secretary (required if corporation)

FORSYTH COUNTY PUBLIC LIBRARY, GEORGIA

By: _____
Its: _____ Director
Date: _____

Attest: _____

By: _____
Its: _____