

**STATE OF GEORGIA,  
COUNTY OF SPALDING.**

**CONTRACT**  
**between**  
**APD SOLUTIONS, LLC,**  
**SPALDING COUNTY, GEORGIA,**  
**THE GRIFFIN HOUSING AUTHORITY,**  
**and the**  
**CITY OF GRIFFIN, GEORGIA**

THIS AGREEMENT FOR SERVICES (hereinafter the "Contract" or "Agreement") made and entered into as of the \_\_\_\_ day of November, 2016, by and between **APD SOLUTIONS, LLC** (hereinafter "APDS"), a corporation formed under the laws of the State of Delaware, **SPALDING COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "County"), **THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN**, a general law authority activated by resolution of the City of Griffin (hereinafter "GHA"), and the **CITY OF GRIFFIN** (hereinafter "City"), a Georgia municipal corporation, (all of which are collectively referred to as the "Parties") provides as follows:

**RECITALS**

**WHEREAS**, APDS manages the strategic development of targeted real estate and housing market studies by implementing a customized and proprietary approach to market assessment; and

**WHEREAS**, APDS has responded to the request for proposals and proven to the Parties that it has the requisite skill, expertise, staff, and resources to complete the services specified in Exhibit A, which is attached hereto and incorporated herein by reference, in a timely manner and to the reasonable satisfaction of the Parties; and

**WHEREAS**, the Parties wish to engage APDS for the purpose of conducting a condition analysis as a part of developing a city-wide housing plan and investment strategy for the Parties (hereinafter "Project"); and

**WHEREAS**, APDS and the Parties desire to contract for the consummation of the work set out in Exhibit A;

**NOW, THEREFORE**, in consideration of Ten and no/100ths (\$10.00) Dollars, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **PRELIMINARY REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Parties warrant each to the other that the performance of their respective obligations under this Agreement have been duly authorized by all necessary approvals and authorizations, acknowledge and agree that each

has received sufficient, good, and valuable consideration for entering into this Agreement and the undertakings contemplated hereby, and agree to fully perform and discharge the respective obligations and conditions imposed on them by this Agreement, all in a diligent and timely manner.

2. **SCOPE OF WORK.** The Parties agree that APDS shall provide the professional services outlined in the scope of work attached hereto and incorporated herein by reference as Exhibit A for the compensation herein provided by reference on Exhibit B. Professional services that are above and beyond the Scope of Work identified in Exhibit A may be contracted under separate agreement or as a change order to this agreement, either for a fixed rate or at an hourly rate, provided such additional work and fee is set forth in a written document executed by all of the Parties prior to any performance thereof.
3. **TERM.** The term of this Agreement shall commence on the date hereof and shall expire upon the completion of the scope of work, termination of this Agreement by a Party "for cause" as hereinafter defined, or voluntary termination of this Agreement for any reason pursuant to the mutual agreement of the Parties evidenced in writing, whichever shall occur first. For all purposes hereof, "for cause" shall mean the failure of a Party to perform any material obligation under this Agreement, after giving effect to the thirty (30) day cure period set forth in Section 5, the commission of an act of fraud, bad faith, or other illegal conduct relating to this Agreement or the scope of work, or the failure to the Parties to resolve a conflict or a potential conflict as set forth in Section 6.
4. **TERMINATION.** If this Agreement is terminated in a means described in Section 3, APDS will have the right to payment for all work completed to the reasonable satisfaction of the Parties.
5. **DEFAULT.** If APDS fails to perform any of the services hereunder in a timely manner, or if APDS breaches any of the terms, conditions or provisions of this Agreement, and if such failure continues for a period of thirty (30) days after APDS's receipt of written notice specifying the default in reasonable detail, then the Parties shall have the right to terminate this Agreement. If the Parties fail to perform any of their obligations hereunder or if they breach any of the terms, conditions or provisions of this Agreement, and if such failure continues for a period of thirty (30) days after the Parties' receipt of written notice specifying the default in reasonable detail, then APDS shall have the right to terminate this Agreement. In addition to the right to terminate this Agreement as hereinabove provided, the Parties shall, in addition, have any right or remedy available at law or in equity.
6. **CONFLICTS.** APDS and the Parties recognize that given the business of APDS and the Parties and the scope of services that each Party engages in, there may be other opportunities, clients, or potential clients available to, represented

by, or potentially represented by a Party. The Parties agree that the intent is to avoid any direct conflicts and limit any potential conflicts and issues with the goals and objectives of the Project, and, in that regard, APDS and the Parties shall fully disclose and on an ongoing basis disclose to each other any of their existing projects, potential projects, clients, or potential clients, or any related issues which may arise to the extent such could reasonably be expected to have an impact on the Project. Upon being advised of any conflict or potential conflict, each Party agrees to work in good faith with the other Parties to resolve the conflict, if possible.

7. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.** Certain documents, reports, systems, processes, software, or other materials prepared or used by APDS or its affiliates, are proprietary to APDS, provided the same is marked "Intellectual Property" or "Confidential Information", and otherwise complies with the non-disclosure requirements of Georgia law in connection with this Agreement. Such property shall remain the sole property of APDS and not the Parties. Copies of all such matter constituting Intellectual Property shall be immediately returned to APDS or its applicable affiliates upon termination of this Agreement and may only be used by the Parties to the extent needed in connection with the Project.
8. **PUBLIC RECORDS AND ACCESS TO DOCUMENTS.** Subject to the foregoing paragraph, the final deliverables and support information that APDS delivers to the Parties in connection with the scope of work provided in this Agreement, including, without limitation, lists of properties (collectively referred to as the "Information") are a matter of public record subject to public access under the Georgia Open Records Law. APDS acknowledges that the Georgia Open Records Law is extremely broad and that the Information supplied by APDS is likely to fall within the definition of a "public record". By disclosing the Information pursuant to an Open Records request, the Parties have no control over any use of the information requested by third parties under the Georgia Open Records Act.
9. **NOTICES.** All notices required herein shall be given in writing by email and sent by certified mail, return receipt requested, or by statutory overnight delivery and addressed as follows:

To APDS:     APD Solutions, LLC  
                  Attn: Vaugh Irons, CEO  
                  201 17<sup>th</sup> Street NW, Suite 300  
                  Atlanta, Georgia 30363-1031  
                  Email: [virons@apdsolutions.com](mailto:virons@apdsolutions.com)  
                  Phone: (678) 691-4273

To City:       City of Griffin  
                  c/o Kenny Smith  
                  Post Office Box T

Griffin, Georgia 30224  
Email: [ksmith@cityofgriffin.com](mailto:ksmith@cityofgriffin.com)  
Phone: (770) 229-6408

Copy to: The Whalen Law Firm  
Andrew J. Whalen, III  
100 South Hill Street, Suite 524  
Griffin, Georgia 30223  
Email: [ajwhalen3@whalenlaw.net](mailto:ajwhalen3@whalenlaw.net)  
Phone: (770) 227-9456

To County: Spalding County  
c/o William Wilson  
Post Office Box 1087  
Griffin, Georgia 30224  
Email: [wwilson@spaldingcounty.com](mailto:wwilson@spaldingcounty.com)  
Phone: (770) 467-4233

Copy to: Beck, Owen & Murray  
James Fortune  
100 South Hill Street, Suite 600  
Griffin, Georgia 30223  
Email: [jfortune@beckowen.com](mailto:jfortune@beckowen.com)  
Phone: (770) 227-4000

To GHA: Griffin Housing Authority  
c/o Bob Dull  
518 Nine Oaks Drive  
Griffin, Georgia 30224  
Email: [rdullgha@bellsouth.net](mailto:rdullgha@bellsouth.net)  
Phone: (770) 227-7657

Any notice shall be deemed received upon the date of receipt shown on the return receipt card, if sent by certified mail, or two (2) business days after deposit with an overnight courier service. Any general correspondence not intended to have a binding legal effect on the other Party may be sent by first class mail or by electronic mail as shown above. Any Party may change its address for the giving of notice by providing to the other Parties a written notice of such change at least ten (10) days prior to the effective date of such change.

#### 10. MISCELLANEOUS PROVISIONS.

- a. Independent Contractor. Neither this Agreement nor any other agreements, instruments, documents, or transactions contemplated hereby or thereby shall in any respect be interpreted, deemed, or construed as making the Parties hereto



partners or joint ventures with each other, or as creating or constituting any partnership, joint venture, association, or employer-employee relationship between the Parties, except as expressly provided herein. The Parties agree not to make any contrary assertion, contention, claim, or counterclaim in any action, suit, or other legal proceeding involving the Parties or the subject matter of this Agreement or otherwise. The Parties agree that this Agreement creates an independent contractor relationship and no Party has, or shall be deemed to have, the authority to bind any other Party.

- b. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia, and any action related to this Agreement shall be venued in the Superior Court of Spalding County, Georgia.
- c. Waiver. No express or implied consent to or waiver of any breach or default by a Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of the same or any other obligations of such Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such performing Party of its rights to enforce performance by the failing Party as to such breaches, defaults, or other events or to future breaches, defaults, or other events under this Agreement.
- d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified, or amended orally, but only by an instrument in writing signed by the Party against which enforcement of the change, modification, or amendment is sought.
- e. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Articles, Sections, and Subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections, and Subsections shall refer to the corresponding Article, Section, or Subsection of this Agreement, unless specific reference is made to the Articles, Sections, or Subsections of another document or instrument.
- f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- g. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

APDS may assign its rights and obligations hereunder to one or more entities under common ownership and control with APDS, but only with the prior written consent of the Parties, which shall not be unreasonably withheld, conditioned, or delayed. Neither the City, the County, nor the GHA shall assign any of its rights or obligations under this Agreement without the prior written consent of APDS, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without the consent required herein shall be void.

- h. Remedies. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or equitable remedy, but nothing herein contained is entitled to nor shall it limit or affect any right or rights at law or otherwise of any Party to this Agreement aggrieved as against any other Party for breach of threatened breach of any provisions of this Agreement, it being the intention of this Section to make clear the Agreement of the Parties that the respective rights and obligations of all Parties under this Agreement shall be enforceable in equity as well as at law or otherwise.
- i. Georgia Security and Immigration Compliance Act. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, APDS understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. APDS further agrees that such compliance shall be attested by APDS through execution of the Affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. APDS's fully executed affidavit is attached hereto as Exhibit \_\_\_\_ and is incorporated into this Agreement by reference herein.

APDS further understands and agrees that, in the event it employs or contracts with any subcontractor or subcontractors in connection with this Agreement, APDS shall:

1. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. APDS further understands and agrees that it shall require the executed subcontractor affidavit to become a part of the agreement between APDS and each such subcontractor. The Contractor agrees to maintain records of each subcontractor

attestation required hereunder for inspection by the Parties at any time

- j. Nondiscrimination. APDS, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discriminatory practices, including employment practices. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. The contractor shall provide all information and reports required by the Parties and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Parties to be pertinent to ascertain compliance with pertinent laws and regulations. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Parties, and shall set forth what efforts it has made to obtain the information.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

**APD SOLUTIONS, LLC**

By: Vaughn D. Irons  
Vaughn D. Irons, Chief Executive Officer

**SPALDING COUNTY, GEORGIA**

By: \_\_\_\_\_  
Rita Johnson, Chairperson

Attest: \_\_\_\_\_  
William Wilson, Secretary

Approved as to form:

By: \_\_\_\_\_  
James Fortune, County Attorney

**GRIFFIN HOUSING AUTHORITY**

By: \_\_\_\_\_  
Robert Dull, Executive Director

Approved as to form:

By: \_\_\_\_\_  
Scott Mayfield, GHA Attorney

**CITY OF GRIFFIN, GEORGIA**

By: \_\_\_\_\_  
Dick Morrow, Chairperson

Attest: \_\_\_\_\_  
Kenny L. Smith, Secretary

Approved as to form:

By:  \_\_\_\_\_  
Andrew J. Whalen, III, City Attorney