

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, AUGUST 16, 2021 – 6:30 P.M.  
CITY HALL (VIA TELECONFERENCE)  
A G E N D A**

1. Mayor's Announcements
2. **Committee Reports** – The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, Sustainability Committee, and the Committee on Race will update the Council on their recent activities.
3. **\*2021 Millage Rate** – The Council will discuss the city's millage rate for 2021. We have attached a draft copy of the city's Five-Year History.
4. **\*Tax Collection Intergovernmental Agreement** – The city contracts with the Newton County Tax Assessor's Office to prepare the city's tax digest and levy, assess, and collect property taxes. Newton County has a new Tax Commissioner so we will need to approve a new agreement. We have attached a copy of the proposed agreement.
5. **Employee Handbook** – The Council will discuss revision of the City of Oxford Employee Handbook.
6. **\*Official City Holidays** – The Council will consider adding Veterans Day (November 11<sup>th</sup>) and Juneteenth (June 19<sup>th</sup>) as official city holidays. We have included a draft resolution to recognize the days as official city holidays.
7. **\*Building Permit Services Contract** – The Council will review the city's contract with Bureau Veritas for building permitting services. We have attached a copy of the contract.
8. **\*Alarm Monitoring Services** – Staff recommends hiring a new company to provide alarm monitoring services to City Hall and the Maintenance Facility. We have attached a copy of the bids.
9. Signage on E. Richardson Street and Airport Road – The Council will discuss the matter of signage on E. Richardson Street and Airport Road.
10. **Other Business**
11. **Work Session Meeting Review** – Mayor Eady will review all the items discussed during the meeting.
12. **Executive Session** – Personnel and real estate matters.

\*Attachments

## CURRENT 2021 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

The Mayor and Council of the City of Oxford do hereby announce that the millage rate will be set at a meeting to be held at the Oxford City Hall on September 7, 2021 at 7:00 PM. A link will be posted on the city's website for those interested in joining the public hearing via the internet. To join via telephone, please call 1-646-558-8656. The access code is [Enter Access Code]. The password is [Enter Passcode]. Pursuant to the requirements of O.C.G.A., 48-5-32, the Mayor and Council do hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CITY OF OXFORD	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Real & Personal	16,421,373	18,334,025	20,285,798	22,155,784	24,368,394	28,812,997
Motor Vehicles	1,438,080	1,088,540	824,640	729,820	593,120	500,270
Mobile Homes	480	480	480	480	480	480
Timer-100%	7,950					
Heavy Duty Equipment						41,995
Gross Digest	17,867,883	19,423,045	21,110,918	22,886,084	24,961,994	29,355,742
Less M&O Exemptions	3,285,364	3,302,207	3,270,355	3,369,150	3,385,009	3,465,976
Net M&O Digest	14,582,519	16,120,838	17,840,563	19,516,934	21,576,985	25,889,766
Gross M&O Millage	25.770	23.200	22.710	22.860	23.611	22.123
Less Rollbacks	18.530	16.578	16.094	16.235	16.989	15.501
Net M&O Millage	7.236	6.622	6.622	6.622	6.622	6.622
Net Taxes Levied	\$105,432	\$106,752	\$118,140	\$129,241	\$142,883	\$171,442
Net Taxes \$ Increase	-\$6,377	\$1,321	\$11,388	\$11,101	\$13,642	\$28,559
Net Taxes % Increase	-5.70%	1.25%	10.67%	9.40%	10.56%	19.99%

**INTERGOVERNMENTAL AGREEMENT REGARDING  
TAX COLLECTION SERVICES**

This Service Delivery Intergovernmental Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereinafter the “County”), and **the City of Oxford**, a municipality acting by and through its Mayor and Council (hereinafter the “City”) and Marcus Jordan, the duly elected **Tax Commissioner of Newton County** (hereinafter the “Tax Commissioner”).

**WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. § 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, the City of Covington, the City of Porterdale, the City of Oxford, the City of Mansfield, the Town of Newborn, and the City of Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph 1, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the Official Code of Georgia § 48-5-359.1 (a) (1) (B) provides in a county, like Newton County, with fewer than 50,000 tax parcels, the county and any municipality wholly or partially located within such county may contract, subject to the approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes;

**WHEREAS**, the Official Code of Georgia § 48-5-359.1 (a) (1) (B) further provides that any contract authorized therein shall specify an amount to be paid by the municipality to the county, which amount shall substantially approximate the cost to the county for providing the service to the municipality and the tax commissioner is authorized to contract for and to accept, receive and retain compensation from the municipality for such additional duties and responsibilities in addition to the compensation provided by law to be paid to the tax commissioner by the county.

**WHEREAS**, the Newton County Tax Commissioner is a duly elected official, charged with collecting and levying the taxes of Newton County;

**WHEREAS**, this Agreement is approved and consented to by Marcus Jordan in his official capacity as Tax Commissioner of Newton County;

**WHEREAS**, the City, County, and Tax Commissioner wish to avoid the duplication of services and to provide for efficient management of the County and City governments under the terms and provisions of the laws of the State of Georgia, and therefore desire to enter into this Intergovernmental Agreement (the “Agreement”) regarding the collection of ad valorem real property taxes on property located within the corporate limits of the City of Oxford by the Newton County Tax Commissioner, and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, based upon the preamble above, as well and good and adequate consideration, the receipt and exchange of which is acknowledged by the signatures below, the parties hereby agree as follows:

1. During the term of this Agreement, the County, through the office of the Tax Commissioner shall:
  - a. Timely prepare the tax digest for the City;
  - b. Levy, assess, and collect all taxes, for both real and personal property, for the City based upon the millage rate as fixed and determined by the governing body of the City in the same manner as taxes for Newton County are levied, assessed, and collected;
  - c. Apply and invoke any remedies, methods, and procedures authorized and/or permitted by law for collection of City taxes;
  - d. Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection;
  - e. Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit;
  - f. Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with the provisions of the State Constitution and laws authorizing homestead exemption; and
  - g. Otherwise perform the duties of tax receiver and collector on behalf of the City in substantially the same manner as provided to the County, per Georgia law.
2. To reimburse the County and Tax Commissioner for the cost of providing the services described herein, the City agrees to pay (1) the Tax Commissioner an annual lump sum at a flat rate of \$2.50 per individual account billed for taxes and/or assessments levied by the City, and (2) the County an annual lump sum at a flat rate of \$0.00 per individual account billed for taxes and/or assessments levied by the City. These fees shall be paid to the Tax Commissioner and the County not later than the end of the month in which the annual tax billings are mailed.
3. With the exception of penalties and interest, which shall be remitted to the City in the same manner as taxes and assessments, the Parties agree further that the Tax Commissioner shall retain all other fines or fees typically payable to the Tax Commissioner authorized by law in connection with the collection or enforcement of said taxes and/or assessments collected from City taxpayers.
4. In the event that a court of competent jurisdiction or the County Board of Commissioners or its designee determines that an ad valorem tax refund is owed to any taxpayer pursuant to O.C.G.A. § 48-5-380, and when a portion of such refund consists of taxes collected on behalf of the City, the City hereby authorizes the Tax Commissioner to withhold future tax remittances to the

City under this Agreement equal to the City's portion of the tax refund. For example, if a refund for overpayment is determined to be \$1,000 and 10% of the overpayment has previously been remitted to the City, the Tax Commissioner is authorized to immediately refund the overpayment in full and to retain \$100 from future City tax collections to offset the City's share of the refund.

5. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the County and the Tax Commissioner and their agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court costs) arising out of the performance or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the Tax Commissioner or of his agents or employees. All legal services and defenses of litigation required by the Tax Commissioner or one acting on behalf of the Tax Commissioner arising solely from the municipal taxes at issue pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of agents or employees of the Tax Commissioner). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Tax Commissioner shall have authority to engage the services of an attorney at the expense of the City. All requests for legal assistance by the Tax Commissioner to the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Tax Commissioner shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
6. The term of this Agreement shall be for ten (10) years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement, shall be sent to the Chairman of the Board of Commissioners on behalf of the County, to the duly elected Tax Commissioner of Newton County, and to the Mayor on behalf of the City. In the event of termination by the County, the Tax Commissioner, or the City, all payments owed to the County (prorated as of the date of termination) shall survive termination.
7. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid and unconstitutional provision were not contained in the Agreement unless the elimination of such provision

detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

9. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
10. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
11. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
12. The parties hereto agree to submit any controversy arising under this Agreement to mediation. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
13. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
14. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
15. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are merged into this agreement and succeeded by it.
16. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
17. The parties intend that the relationship between them is that of principal-independent contractor. No agent, employee, or servant of Tax Commissioner shall be or shall be deemed to be the employee, agent, or servant of City. The City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Tax Commissioner. None of the benefits provided by City to its employees are available from City to Tax Commissioner or its employees, agents, or servants. Except for the Indemnification, Tax Commissioner will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. The parties agree that nothing herein changes the independent contractor nature of the relationship between the parties.

18. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.
19. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this Agreement.
20. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid, legally binding against it, and enforceable against it in accordance with its terms.
21. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The parties understand and agree to the terms of this, and their authorized officers have signed below.
22. In entering into this, the parties represent that they have relied upon the legal advice of their attorneys, who are attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice, and that the terms of this have been read and are fully understood and voluntarily accepted by the parties.

**IN WITNESS WHEREOF**, the parties hereto and their respective officers have caused this Agreement to be executed in their respective names and set their hands and affixed the respective seals of the parties the day and year first written above.

**NEWTON COUNTY**

By: \_\_\_\_\_  
 Marcello Banes, Chairman

Attest: \_\_\_\_\_  
 Jackie Smith, Clerk

**CITY OF OXFORD**

By: \_\_\_\_\_  
 David Eady, Mayor

Attest: \_\_\_\_\_  
 City Clerk

**THE TAX COMMISSIONER OF  
 NEWTON COUNTY**

By: \_\_\_\_\_  
 Marcus Jordan, Tax Commissioner

Attest: \_\_\_\_\_  
 Notary Public, State of Georgia





**STATE OF GEORGIA  
COUNTY OF NEWTON**

**RESOLUTION**

**AMENDING AND ADOPTING LEGAL HOLIDAYS OBSERVED BY THE CITY OF OXFORD, GEORGIA, AND TO REPEAL, REVOKE AND SUPERSEDE ALL RESOLUTIONS OR ORDINANCES IN CONFLICT**

**WHEREAS**, the Mayor and Council of the City deem it in the best interest of the government, employees and the residents of the City to amend Part 6: “Time Away from Work”, of the City of Oxford Employee Handbook to update legal holidays as observed by the City; and

**WHEREAS**, the Mayor and Council of the City of Oxford have determined that the proper means of amending said legal holidays is by adopting and promulgating the following listing of the same, attached hereto in Exhibit “A”; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OXFORD**, that the following are adopted immediately upon and after its final passage.

**RESOLVED AND APPROVED** by the Mayor and Council of the City of Oxford, Georgia, this \_\_\_ day of September, 2021.

**CITY OF OXFORD**

\_\_\_\_\_  
**David S. Eady, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Marcia Brooks, City Clerk**

**{The Seal of the City of Oxford, Georgia}**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**C. David Strickland, City Attorney**

**Exhibit "A"**

**City of Oxford – Legal Holidays**

Effective immediately upon passage, the City shall annually observe the following holidays:

1. New Year's Day,
2. Martin Luther King Jr.'s Birthday,
3. Memorial Day,
4. Juneteenth,
5. Independence Day,
6. Labor Day,
7. Veterans' Day,
8. Thanksgiving Day,
9. The day after Thanksgiving,
10. Christmas Eve,
11. Christmas Day.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Oxford (herein called "Client").

### RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

### AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
  - (a) Fees and all other charges will be billed to Client monthly.
  - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
  - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

**10. Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

**11. Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

**12. Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

**13. Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

**14. Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

**15. Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy,

expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

*If to Client:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 800  
Plano, Texas 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

**26. Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

**27. Non-Solicitation / Hiring of Employees.**

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

**28. Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

**29. Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

**30. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

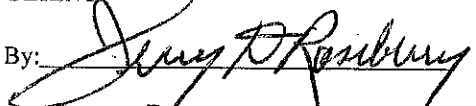
**31. Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**32. Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no

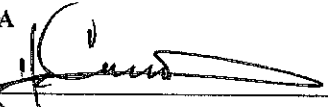


consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

\* By:   
Print Name: Jerry D. Roseberry  
Title: Mayor  
Date: 4/2/2018

BVNA

By:   
Print Name: Han Chung  
Title: Project Manager  
Date: 4/2/18  
DTQRR: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment A - Scope of Services  
Attachment B - Fee Schedule

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**Code Enforcement/Property Maintenance Inspections**

Property maintenance inspections will be conducted in accordance with the City of Oxford's Code of Ordinances and the International Property Maintenance Code. Inspections are performed as needed when complaints are made by the City of Oxford or its citizens. Voluntary compliance is sought through education and conversation with the violator. Citations are issued at the discretion of the City as it pertains to the minimum days to comply as stated in the Code of Ordinances. The inspector will keep a record on file of all cases and the activity involved with each case. If necessary, the inspector will appear in court to testify in behalf of the City. The City of Oxford is the final interpretive authority.

CLIENT INITIALS

BVNA INITIALS

Handwritten signatures in black ink. The top signature is written over a horizontal line, and the bottom signature is written over another horizontal line.

**ATTACHMENT B**  
**FEE SCHEDULE**

**Code Enforcement/Property Maintenance Inspections**

Hourly Rate

For the enforcement of City Nuisance and Zoning Ordinances, BVNA will invoice the client at an hourly rate of \$80.00 per hour for each day the service is specifically requested.

For work performed outside of normal operating hours (Monday – Friday 8:00 am – 5:00pm), BVNA will invoice the client at an hourly rate of \$125.00 per hour with a 2 hour minimum.

CLIENT INITIALS:                       
BVNA INITIALS:



## **Matt Pepper**

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**From:** Trey Robbins <allstaralarms@yahoo.com>  
**Sent:** Monday, August 09, 2021 1:33 PM  
**To:** Matt Pepper  
**Subject:** Re: City of Oxford

Good afternoon Mr. Pepper,

I apologize for not responding sooner. Yes, I would be happy to amend my previous proposal to not include the fire alarm monitoring. We charge \$19.95 per month, per location for our alarm monitoring services. We would be happy to provide services at: Oxford City Hall, Oxford Courthouse, Oxford Police Station, and the Oxford Maintenance Facility for a total of \$239.40 per quarter. This breaks down to \$79.80 per month for all 4 combined locations.

We would be happy to honor those prices today if you would like to switch back to us. We have been servicing these systems since 2010 and we would love the opportunity to service them again.

Thanks for considering us!

Trey Robbins

770-871-6744

## **AllStar Alarms & Sound**

**Trey & Holly Robbins**

770-871-6744

770-464-3032

[www.AllStarAlarmsAndSound.com](http://www.AllStarAlarmsAndSound.com)



# Nichols Security Commercial

10120 Roberts Way  
Covington, Ga. 30014  
[www.nicholssecurity.com](http://www.nicholssecurity.com)  
Phone: 770.788.2301

# Proposal

DATE	7/21/2021
QUOTE #	98705
CUSTOMER ID	
VALID UNTIL	

Prepared by: Fabian Priestley

## CUSTOMER

City of Oxford  
email: [mpepper@oxfordgeorgia.org](mailto:mpepper@oxfordgeorgia.org)  
Matthew Pepper

SITE: City of Oxford main building & Maintenance

DESCRIPTION	QTY	AMOUNT
<b>Monitoring Buildings Landline online Quarterly</b>		
City Hall	3	\$59.85
Court Room	3	\$59.85
Police Headquarters	3	\$59.85
Headquarters Evidence Room	3	\$59.85
Maintenance Dept * Combo Panel Cell communciator for Fire/Burg	3	\$89.85
Labor, Networking, Onboarding, testing (one time cost)	1	\$250.00
Cameras will tie into NVR with building cameras for storage and remote viewing.		

Subtotal	\$250.00
Taxable	
Tax rate	0.000%
Tax due	
Qtrly Monitor	329.25
<b>TOTAL</b>	<b>\$ 579.25</b>

## TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment off 50% will be due upon acceptance and prior to job commencing.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x \_\_\_\_\_  
Print Name:

If you have any questions about this price quote, please contact  
**Fabian Priestley, 770.788.2301, [fabian@nicholssecurity.com](mailto:fabian@nicholssecurity.com)**  
**Thank You For Your Business!**

**Viper Security Technologies**  
PO BOX 1615  
Covington, GA 30015  
678-342-9110  
Contact@vipersecuritytechnologies.com  
www.vipersecuritytechnologies.com



## Estimate

**ADDRESS**

City of Oxford  
110 west clark st  
Oxford, GA 30054 USA

**ESTIMATE #** 2117  
**DATE** 07/13/2021  
**EXPIRATION** 08/13/2021  
**DATE**

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**TECHNICIAN**

JAMES

ACTIVITY	QTY	RATE	AMOUNT
CITY HALL OFFICE <b>Monitoring 1995</b> Commercial Monitoring	3	24.99	74.97
COURT ROOM <b>Monitoring 1995</b> Commercial Monitoring	3	24.99	74.97
POLICE DEPT <b>Monitoring 1995</b> Commercial Monitoring	3	24.99	74.97
MAINTENANCE BUILDING <b>Monitoring 2499</b> Commercial Monitoring 24.99	3	24.99	74.97
TOTAL			<b>\$299.88</b>

Accepted By

Accepted Date