



# Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #058-43

## Fleet Maintenance and Repair Services For Fire Rescue Vehicles and Apparatus Equipment

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

### ARTICLE #101 - INTRODUCTION

This Contract #058-43 for Fleet Maintenance and Repair Services of Fire Rescue Vehicles and Apparatus Equipment, (hereinafter "Services") as entered into on the effective date of **July 1, 2023**, is by and between Hall County, Georgia, (hereinafter "County"), principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ten-8 Fire & Safety, LLC, of Forsyth, GA (hereinafter "Contractor").

Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

**Whereas**, the parties do mutually desire to enter into this Contract to document the provision of Services, of other valuable consideration by the Contractor to the County in exchange for payment as compensation.

**Whereas**, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

### ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services, to the County as detailed herein for Regular Scheduled Preventative Maintenance and additionally for Unscheduled On-Call Repair Services, either in the designated location(s) or by mobile service, as described herein.
- B. County agrees to provide 24/7 access to the shop located at 2801 Allen Creek Road for the exclusive use of the contractor in the execution of this contract per attached Exhibit B – Lease Agreement. Payment of water services, sewer services, electrical and air services

and all other utilities will be provided by the County. County will maintain the premises, mechanical elements and components of the building in a good state of repair.

- C. **Compensation.** County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit A – Maintenance and Repair Fee Schedule, as incorporated herein by reference, for the vehicles and apparatus' listed on Exhibit C – Hall County Vehicle Fleet List.
  
- D. **Price Escalation Clause.** At each contract renewal contractor may request escalation up to, but no more than the annual Consumer Price Index (CPI) #CUSR0000SETD: Consumer Price Index for All Urban Consumers: Motor Vehicle Maintenance and Repair in U.S. City Average. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

**ARTICLE #103 - NOTICES:**

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

**COUNTY PROJECT MANAGER**

Bradley Martin  
Division Chief of Support Services  
Hall County Fire Rescue  
470 Crescent Drive  
Gainesville, GA 30501  
bmartin@hallcounty.org  
Ph: (770) 531-6838

**COUNTY ISSUING OFFICER**

Andy Penick  
Purchasing Manager  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
apenick@hallcounty.org  
Ph: (770) 531-4939

**CONTRACTOR'S CONTACT INFO**

Chad Lynch  
Regional Service Manager, GA  
Ten-8 Fire & Safety, LLC  
Enter City, State, Zip  
clynch@ten8fire.com  
Ph: (706) 819-3073

**REMIT-TO ADDRESS**

Company's FEIN # 59-2812764  
2904 59<sup>th</sup> Avenue Drive East  
Bradenton, FL 34203

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS:**

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

**ARTICLE #105 – CONTRACT TERM:**

1. This is a Multi-Year Term Contract including one (1) initial year and four (4) one-year renewal options for a maximum of five (5) years.

**A. Initial Contract Term.**

The Term of this Contract shall be from **July 1, 2023** and expire on **June 30, 2024**. County and Contractor, by mutual agreement, may extend Contract up to four (4) additional one-year renewal periods by executed Amendment.

The term will last for Twelve (12) months from the Effective Date, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.

- B. Contract Renewal.** The County shall have the option to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal shall remain the same unless the Parties amend the Contract by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

- C. Contract Extension.** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

**ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:**

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

**ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:**

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

**A. Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

**Definition:** The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

**B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

- C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

**ARTICLE # 108 - TERMINATION:**

Either party may terminate this Contract by providing six (6) months written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination with-in six (6) months after the Notice to Terminate issuance. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. **Termination for Convenience.** Following six (6) months written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that contractor's satisfactory performance of the Contract appears substantially endangered, or that default is likely to occur or imminent.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

**C. Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**D. Termination Due to Non-Availability of Funds.**

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

**E. Termination due to Failure of Contractor to Act.**

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
  3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
  4. Reserved.
- F.** Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G.** The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
  2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
  3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
  4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
  5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H.** **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of services, or abandons services before completion, the Contractor shall pay the County liquidated damages an amount equal to the six-hundred dollars and no/100 (\$600.00) per day past the promised delivery of service.



**ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:**

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

**ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:**

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):**

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

**ARTICLE #113 - SEVERABILITY:**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

**ARTICLE # 114 - RECORDS:**

- A. Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and



procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

**ARTICLE # 115 - ADDITIONAL TERMS:**

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

**ARTICLE # 116 - WAIVER:**

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

**ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:**

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

**ARTICLE # 118– INSURANCE REQUIREMENT:**

A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County, Georgia, its Board of Commissioners, its officers, employees, public servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

**ARTICLE # 118– INSURANCE REQUIREMENTS:**

**Workers Compensation Insurance:** Required for all contracts.

- a. \$500,000 Bodily Injury by Accident                      Each Accident
- b. \$500,000 Bodily Injury by Disease                      Each Disease
- c. \$500,000 Bodily Injury by Disease                      Each Employee

**Additional Provisions:** Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

**General Liability Insurance:** Required for all contracts.

- a. \$2,000,000    General Aggregate
- b. \$2,000,000    Products & Completed Operations Aggregate

- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

**Commercial Auto Liability Insurance:** Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

**Umbrella Liability Insurance:** Required for all contracts

- a. \$1,000,000 per Occurrence

**Additional Provisions:**

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

**ARTICLE # 119 – NO WAIVER:**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** This contract covers current, and future, Fire Rescue Vehicles and Apparatuses only. County gives contractor permission to operate such in the performance of services.

**ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:**

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

**ARTICLE # 121 - COMPENSATION:**

- A. The County will pay the Contractor for the Services provided pursuant to this Payments will be made monthly in arrears to the Contractor after acceptance of

the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

**ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:**

- A. The County will issue a Blanket Purchase Order to the Contractor for services billed monthly. The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor. Acceptance of the Purchase Order for Services is tantamount to acceptance of all Terms and Conditions attached hereto.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Services or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an Amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

- 1. Contractor shall invoice the County via email each month solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and

accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit A – Fee Schedule

2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance; Delay of Payment.**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

**D. Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

**E. Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.



- F. The Contractor must not “Factor or Assign Payments” to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

**ARTICLE #123 – NOT REQUIRED FOR THIS CONTRACT**

**ARTICLE #124 – NOT REQUIRED FOR THIS CONTRACT**

**ARTICLE #125 – VENUE AND GOVERNING LAW**

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE**

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

**ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.



**ARTICLE # 128 – ORDER OF PRECEDENCE:**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

**ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:**

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract and are-herein-incorporated into this contract by reference.

Exhibit A – Maintenance and Repair Fee Schedule

**ARTICLE # 130 - ENTIRE CONTRACT:**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

**ARTICLE # 131– VALIDITY**

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

**ARTICLE #132 – SALES TAX EXEMPTION STATUS**

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. This includes Replacement and Repair Parts. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

#### **ARTICLE #133 – HOLD HARMLESS AGREEMENT**

Contractor hereby agrees to indemnify, hold free and harmless, Hall County Government, Hall County Commissioners, its agents, public servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) because of bodily injury or property damage arising out of or in the consequence of this agreement.

#### **ARTICLE #134 – MONTHLY DISCOUNT**

The parties agree that the amounts billed by the Contractor to the County, and the amounts to be paid by the County herein, shall be reduced in the amount of minus one-thousand dollars and no/a00 (-\$1,000.00) per month provided that the parties fully execute and perform under a lease which is in substantially the same form as the lease document attached hereto as Exhibit B, and which relates to a certain bay workshop facility. Should the said lease terminate for any reason, the County will no longer receive the price reduction described herein, and the amount of the price reduction shall be prorated if the lease should terminate during the course of a month.

#### **ARTICLE # 135 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.

10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

**[Signature Page Follows]**



**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

**TEN-8 FIRE & SAFETY, LLC**

**HALL COUNTY, GEORGIA**

By: [Signature]

By: \_\_\_\_\_

Title: CHIEF OPERATING OFFICER.

Richard Higgins, Chairman  
Hall County Board of Commissioners

Print Name: Lucas Dowd.

Attestment: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

Sworn to and subscribed before me this

**APPROVED AS TO FORM:**

10<sup>th</sup> Day of May, 2023

Notary Public: Angela Evans

\_\_\_\_\_  
William Linkous III, County Attorney

Notary commission expires: June 29, 2025

[Locus Sigilli – Seal or Stamp]



## Exhibit A

### Maintenance and Repair Fee Schedule

#### Hall County Fire Rescue Vehicles and Apparatus Equipment

July 1, 2023 – June 30, 2024

#### 1. Scheduled Preventative Maintenance

Parties hereby agree to Scheduled Preventative Maintenance (PM) services at the annual cost of two-hundred nineteen thousand dollars and no/100 (\$219,000.00), billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00) for the initial term. Schedule maintenance is defined as planned and routine. County reserves the right to add additional vehicles and equipment services via an Amendment to the number of labor hours per annum, in the event the County adds new vehicles and apparatus' to the fleet.

#### 2. Unscheduled Services

- A. County requires Contractor to provide estimates for unscheduled, unplanned, emergency type maintenance and repair services, based upon Contractor's previous experience, for County approval before services may be rendered with the exceptions notated below:
1. **Medical Unit Vehicle Repairs.** Contractor may render services for repairs without prior County authorization if the estimated repair cost is below three-thousand dollars and no/100 (\$3,000.00) at the rate shown in 2.B.
  2. **Fire Apparatus Repairs.** Contractor may render services for repair without prior County authorization if the estimated repair cost is below five-thousand dollars and no/100 (\$5,000.00) per each.
- B. Repair cost per hour for 2023-2024 is one-hundred and thirty dollars and no/100 (\$130.00).
- C. Contractor is to provide a detailed breakdown of parts used on every unit at the time of each service.
- D. All parts are to be new and OEM produced unless County approves of other after-market items. Used parts and remanufactured parts are unacceptable.

#### 3. Petroleum Based Fluids, Liquids and Parts

Due to the fluctuating market cost of oil, lubricants and similar items, replaceable normal-ware parts and unexpected repair parts, Contractor shall bill at MSRP list prices minus a standard ten-percent (10%) discount applied to the work order, plus freight if needed. Contractor must provide detailed receipts and/or work orders when requested by County.

#### 4. Pricing Summary

Firm and fixed scheduled PM labor cost is two-hundred nineteen thousand dollars and no/100 (\$219,000.00) billed monthly at eighteen-thousand two-hundred fifty dollars and no/100 (\$18,250.00).

**5. Purchase Order**

County will issued one (1) blanket Purchase Order for the year, which shall serve as a Notice-to-Proceed. Contractor must list the PO# on all invoices. The PO# will remain constant throughout each term. County may issue Change Orders against the original PO for unscheduled maintenance and repairs.

**6. Sublet Invoices**

Contractor may add five-percent (5%) to sublet invoices to cover administrative cost

**7. Mobile Services**

The labor fee is one-hundred thirty dollars and no/100 (\$130.00) per hour, including drive time to and from the vehicle.

**8. On-Call Emergency Services**

Additional on-call "emergency" charges, after normal work hours of Monday – Friday, 7:30am – 4:00pm, is one-hundred and sixty-five dollars and no/100 (\$165.00) per hour.

On-call "emergency" charges for weekends and recognized holidays is set at two-hundred twelve dollars and no/100 (\$212.00) per hour.

**9. Courtesy Services**

Contractor agrees to the reasonable transfer of County owned vehicles to-and-from OEM dealers (see Exhibit C – Hall County Vehicle Fleet List) for warranty service work at no additional cost to the County. In the event that the failure rate frequency of County owned vehicles becomes excessive which forces Contractor to employ drivers to complete the transfers, then a nominal fee will be charged to the invoice(s) as a separate line item to cover the driver cost.



## EXHIBIT C

### HALL COUNTY FIRE RESUCE AND EMS VEHICLE FLEET LIST (as of May 1, 2023)

Type	Unit Number	Year	Make	Model
Aerial	Truck 100 (7096)	2017	Pierce	Enforcer {30167-1}
Aerial	Truck 16 (022504)	2020	Pierce	Enforcer
Aerial	Truck 5 (014899)	2015	Pierce	Velocity {27500}
Amb	Med 01	2017	Dodge	Ram 4500 (j2481)
Amb	Med 02 {15323}	2022	Osage	Warrior
Amb	Med 04 (0030)	2021	Ford	F-550
Amb	Med 05 (HME2341)	2020	Braun	Freightliner M2106
Amb	Med 06 (329837)	2016	Dodge	4500
Amb	Med 07 (10031)	2021	Ford	F-550
Amb	Med 08 (10028)	2021	Ford	F-550
Amb	Med 09 (9838)	2016	Dodge	4500
Amb	Med 10 {625982}	2017	Dodge	Ram 4500
Amb	Med 11 {15324}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 12 {07401}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 13 {10029}	2022	Ford	F-550
Amb	Med 14 (HME2342)	2020	Braun	Freightliner
Amb	Med 16 (10032)	2021	Ford	F-550
Amb	Med 21 {07400}	2022	Ford / Osage	F-550 / Super Warrior
Amb	Med 22 {636849}	2017	Dodge	Ram 4500
Amb	Med 25 (5983)	2017	Dodge	Ram 4500
Amb	Med 26 {636848}	2017	Dodge	Ram 4500
Amb	Med 27 (9839)	2016	Dodge	4500
Amb	Med 28 (5976) Ram	2017	Dodge	Ram 4500 (j2442)
Amb	Med 29 {36847}	2017	Dodge	Ram 4500
Amb	Med 30 (4655)	2015	Freightliner	M2
Amb	Med Training 1 {29836} J2353	2016	Dodge	4500
Amb	Med Training 2 (F5395)	2013	Freightliner	M2-106
Amb	OLD Med 11 (572708)	2017	Dodge	Ram 4500
Eng	Engine 01 (022524)	2020	Pierce	Enforcer
Eng	Engine 02 (019146)	2018	Pierce J# 31746-01	Enforcer
Eng	Engine 03 (Z19213)	2001	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 04 (022525)	2020	Pierce	Enforcer
Eng	Engine 05 (022526)	2020	Pierce	Enforcer

Eng	Engine 06 (21021)	2007	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 07 (0991)	2019	Pierce	Enforcer {33648}
Eng	Engine 08 (022527)	2020	Pierce	Enforcer
Eng	Engine 09 (9147-4)	2018	Pierce	Enforcer {31746-2}
Eng	Engine 10 (070769)	2009	Spartan/Rosenbauer	MS1500Cummins
Eng	Engine 11 (M10748)	2014	Rosenbauer	Commander/Cummins
Eng	Engine 12 (022528)	2020	Pierce	Enforcer
Eng	Engine 13 (022529)	2020	Pierce	Enforcer
Eng	Engine 14 (022530)	2020	Pierce	Enforcer
Eng	Engine 15 (Z19579)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 16 (022531)	2020	Pierce	Enforcer
Eng	Engine 101 (Z20614)	2005	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 102 (Z20294)	2004	HME/Rosenbauer	HME-1871/Detroit
Eng	Engine 103 (Z19545)	2001	HME/Rosenbauer	HME - 1871/Detroit
Eng	Engine 104 (Z21020)	2007	HME/Rosenbauer	MS1500/Detroit
Eng	Engine 105 (Z20039)	2003	HME/Rosenbauer	HME 1871/Detroit
Eng	New Engine 1 (25170)	2022	Pierce	Enforcer
Eng	New Engine 4 (25171)	2022	Pierce	Enforcer
Eng	New Engine 5 (25172)	2022	Pierce	Enforcer
Eng	New Engine 7 (25173)	2022	Pierce	Enforcer
Eng	New Engine 8 (25174)	2022	Pierce	Enforcer
Eng	New Engine 9 (25175)	2022	Pierce	Enforcer
Eng	New Engine 12 (25176)	2022	Pierce	Enforcer
Eng	New Engine 14 (25177)	2022	Pierce	Enforcer
Spec	HazMat 01 (1477)	2003	Freightliner	
Spec	Reserve Squad (6257)	1997	Freightliner	FL80
Spec	Squad 7 (9386)	2018	Pierce	Enforcer
Spec	Tender 15 (104398)	2016	International	7400
Pass	B Davis (306703) Tahoe	2012	Chevy	Tahoe LS 4x4
Pass	B King (253617) Tahoe	2016	Chevrolet	Tahoe
Pass	B Ogletree (A15877) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	B Sanders (47383) Explorer	2019	Ford	Explorer
Pass	Battalion 1 (D80489) F150	2020	Ford	F150
Pass	Battalion 2 (D80487) F150	2020	Ford	F150
Pass	Battalion 3 (D80488) F150	2020	Ford	F150
Pass	C Henderson (D57882) Ranger	2021	Ford	Ranger 4WD, 2.3L

Pass	Training (F31549) Expedition	2014	Ford	Expedition 4X4
Pass	Chief Armstrong (68170) F150	2021	Ford	F150
Pass	Chief Boggs (68167) F150	2021	Ford	F150
Pass	Chief Cash (68169) F150	2021	Ford	F-150 Police Responder
Pass	Chief Grice (3521) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Martin (3523) F150	2022	Ford	F-150 4x4 3.5L
Pass	Chief Wilson-Britt (68168) F150	2021	Ford	F150
Pass	Chief Woodward (3522) F150	2022	Ford	F-150 4x4 3.5L
Pass	EMS Spare (C66502) Explorer	2015	Ford	Explorer
Pass	EMS Supervisor (68171) F150	2021	Ford	F150
Pass	Pick up Truck (041342) Toyota T100	1997	TOYOTA	T100
Pass	FMO Spare (259608) Tahoe	2009	Chevrolet	Tahoe 2WD
Pass	FMO Spare (262927) Tahoe	2008	Chevrolet	Tahoe
Pass	Gold Truck (D84457) F350	2003	FORD	F350 6.8l 4wd
Pass	INV 1 (3519) F150	2022	Ford	F-150 4x4 3.5L
Pass	J Hornick (A47386) Explorer	2019	Ford	Explorer
Pass	J Smith (A47385) Explorer	2019	Ford	Explorer
Pass	J Suggs (B03497) Explorer	2015	Ford	Explorer
Pass	J Tucker (D57911) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	K Ledsinger (A47384) Explorer	2019	Ford	Explorer
Pass	Training (223914) Tahoe	2012	Chevrolet	Tahoe
Pass	M Vieira (D57838) Ranger	2021	Ford	Ranger 4WD, 2.3L
Pass	Mail Car (3033) Fusion	2018	Ford	Fusion
Pass	Lift Gate Truck (5719) Flat Bed F350	2008	Ford	F350 SD
Pass	QR1 (F31550) Expedition	2014	Ford	Expedition
Pass	QR2 (B91703) Explorer	2015	Ford	Explorer
Pass	R Berry (3520) F150	2022	Ford	F-150 4x4 3.5L
Pass	Training (6538) Tahoe	2012	Chevy	Tahoe LS 4X4
Pass	R Elliott (71361) 250 Van	2020	Ford	Transit 250 Van
Pass	Safety 1 (D80485) F150	2020	Ford	F150
Pass	Spare (A155876) Explorer	2018	Ford	Explorer Interceptor SUV
Pass	Spare (A38381) Explorer	2008	Ford	Explorer
Pass	Spare Batt (D80486) F150	2020	Ford	F150
Pass	Spare EMS (225327) Tahoe	2012	Chevy	Tahoe
Pass	Spare Warehouse (38382) Explorer	2008	Ford	Explorer
Pass	Support Services (A17570) Large 250 Van	2018	Ford	T250 Transit Van

Pass	T Bowden (4558) Tahoe	2008	Chevrolet	Tahoe
Pass	W Gee (64829) Tahoe	2008	Chevrolet	Tahoe

EXHIBIT B

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, is entered into by and between **Hall County, Georgia** (hereinafter, "**Landlord**" or "**HCFR**") and **Ten-8 Fire & Safety LLC**, a Florida limited liability company (hereinafter, "**Tenant**"), whose address is 2904 59<sup>th</sup> Avenue Drive East, Bradenton, FL 34203

WHEREAS, Hall County, Georgia owns and operates the facilities located at 2801 Allen Creek Road, Gainesville GA

WHEREAS, Hall County, Georgia permits Ten-8 to perform work on its vehicles in the workshop located at 2801 Allen Creek Road, Gainesville Georgia pursuant to a maintenance contract between the parties.

WHEREAS, the maintenance performed by Ten-8 has resulted in improved reliability of the HCFR fleet, and that improved reliability has generated nine-hundred square feet (900 sq. ft.) in the workshop that is no longer fully utilized in maintaining vehicles under the maintenance contract.

WHEREAS, Ten-8 is willing to lease the above-referenced space in the said workshop (900 sq. ft.) from HCFR to utilize for the maintenance and repair of other municipalities' fire and emergency vehicles and apparatus.

WHEREAS, a mutually beneficial cooperative relationship between Landlord and Tenant will benefit the Landlord by generating a credit for the unused space, and will benefit the Tenant by increasing the working capacity of the facility;

NOW THEREFORE, the Parties agree to enter into this Lease Agreement on terms as set forth herein.

1. **PREMISES.** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the Tenant, and said Tenant hereby agrees to lease upon the terms and conditions which hereinafter appear, and take, under the terms expressed in this Lease Agreement, that certain property, consisting of an area of approximately **900** square feet located at **2801 Allen Creek Road** in the County of **Hall**, State of **Georgia**, as depicted in **Appendix A** (hereinafter called "**Premises**").

EXHIBIT B

2. TERM. The Term of this Agreement shall be for the current duration of the current maintenance contract unless sooner terminated or extended in accordance with the terms of this Agreement.

The parties agree that the Date of Occupancy shall be the date on which this document is signed and fully executed, unless extended or sooner terminated as hereinafter provided.

This contract may be terminated by either the Landlord or Tenant with 60 days written notice by either party.

3. TENANT'S USE. Tenant shall use the Premises only as a fire apparatus maintenance shop and related ancillary uses, and for no other use without Landlord's written consent. If the landlord has trucks that are out of service (for requirements listed in the NFPA guidelines) that cannot be remedied in other spaces within the workshop, the tenant shall forgo the use of the leased space until such a time that the repairs are complete. The Tenant further agrees that Tenant will not use said Premises, or permit the same to be used, for any unlawful or obnoxious business or practice.

4. LANDLORD'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Landlord shall provide to Tenant:

- a. Exclusive access to, use, and occupancy of the Premises on a 24/7 basis.
- b. Payment of water and water services, sewer services, electrical, air services and all other utilities as applicable, at Landlord's sole expense; and
- c. Permission for the placement and maintenance, at Tenant's expense, of signs of a preapproved design, size and number, identifying and providing direction to the Premises.
- d. Maintenance of the Premises in good repair and condition, including the roof, walls, floors, foundations, and other components of the building in which the Premises are located, and exterior areas (including parking, access, and landscaped areas), the interior of the Premises, all mechanical (heating, ventilation, air conditioning, plumbing, electrical, and fire suppression) elements and components of the building. Subject to the availability and appropriation of funding, Landlord shall make all reasonable repairs and replacements, whether foreseen or unforeseen, and do such other things as may be required to maintain the building and exterior areas in a good and workman-like manner.



EXHIBIT B

5. TENANT'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Tenant shall:
  - a. Rent will be calculated at the rate of \$19.04 per square foot per annum, for a total of \$12,000 per annum. (Rent will be offset via credits provided against the current maintenance contract.)
  - b. Keep the interior of the Premises and appurtenances in a clean, safe, and healthy condition (excepting however, all repairs made necessary by reason of the happening of fire or other casualty), and not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises, all at Tenant's cost.
  
6. CREDIT & PAYMENT SCHEDULE. Tenant will issue a credit to HCFR in the amount of One Thousand Dollars (\$1,000) with the monthly scheduled maintenance labor invoice; this amount represents one month of the lease agreement rate, for the month preceding payment and will be pro rata accordingly for part months at the beginning and end of lease.
  
7. SURRENDER. The Tenant shall deliver up and surrender to the Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be on the Effective Date (loss by fire, casualty, act of God, ordinary wear and decay, and condemnation excepted) and deliver any keys to the Landlord or Landlord's agent.
  
8. TRADE FIXTURES. All trade fixtures and equipment owned by the Tenant, and installed or placed by it upon the Premises, shall remain the property of Tenant at all times and may be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damage to the Premises occasioned by the installation, moving or removing of such trade fixtures.
  
9. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the Premises are destroyed or damaged by fire, acts of war, or acts of God (including earthquake), to such an extent that they are rendered untenable in whole or in substantial part, Landlord has the option of rebuilding or repairing the same by giving written notice to the Tenant within thirty (30) days after the occurrence of such damage of its intention to rebuild the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Tenant shall be bound by this Lease, except that during such period, commencing on the date of the damage, the rent for the Premises shall be abated in the same proportion that the portion of the Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Premises, or the entire rent shall be abated if Tenant cannot reasonably operate within the Premises due to the nature or location of the



EXHIBIT B

damage. Notwithstanding the foregoing, if restoration is estimated to, or actually does, take more than one hundred twenty (120) days from the date of the damage, Tenant may terminate this Lease via written notice to Landlord at any time prior to restoration of the Premises.

10. ASSIGNMENT. This Lease may not be assigned, sublet or otherwise transferred by the Tenant, directly or indirectly without Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Specifically, but without limitation, the transfer of controlling stock or other controlling beneficial interest in the Tenant without the Landlord's consent shall void this Lease.

11. MECHANIC'S LIEN.

a. If any mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, the Tenant, or the cost or expenses thereof, or any contracts relating thereto, the Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the Tenant, and shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the Landlord from any claim, attorneys' fees, or other losses therefrom.

b. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereof, for any of the reasons provided in this section, and shall not be removed by the Tenant within thirty (30) days after notice given by the Landlord, the Landlord shall have the right to remove same by payment or otherwise, and all sums expended by the Landlord for such removal, including reasonable attorneys' fees, shall be paid by the Tenant unto the Landlord upon demand, and shall be deemed to be additional rent due under this Lease.

12. GOVERNMENT REGULATIONS. Tenant agrees at its own cost and expense, during the term of this Lease, to comply with all orders, rules, regulations and requirements of every kind of nature relating to the Premises, now or hereafter in force and effect, of the federal, state, county, municipal, and other governmental authorities, applicable to the manner of Tenant's use and occupancy thereof, or alterations made by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save

EXHIBIT B

harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the Premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with the provisions of this section. Should the Tenant fail to comply with any of the provisions contained in this section, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and the reasonable cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant becoming due upon demand. Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgements, decrees, penalties, cost and expenses, by reason of such non-compliance.

13. INSURANCE AND HOLD HARMLESS.

The Tenant will, during the term of this Lease, indemnify the Landlord and hold it harmless against all claims, demands, and judgments for loss, damage or injury to property or person to the extent resulting or occurring by reason of Tenant's use and occupancy of the Premises. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of the Landlord (as additional insured) and Tenant, commercial general liability insurance in an insurance company having a Triple-A-Best rating or better against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in an amount not less than \$2,000,000.00 combined single limit for injury or death, and not less than \$100,000 as to property damage or loss. Such insurance shall be written in the company or companies authorized to engage in the business of general liability insurance in the State of Florida, and there shall be delivered to the Landlord customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies. Tenant shall cause Landlord to be named as an additional insured on such liability policy.

In addition, the Tenant will, at its own cost and expense, procure and continue in force worker's compensation insurance for all their own persons working at the premises. Lastly, Tenant shall, at its own cost and expense, procure and continue in force a policy of garageman's liability insurance.

In the event Tenant contaminates the groundwater in connection with its use of the Premises, Tenant agrees to hold harmless and indemnify Landlord, and Landlord's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges and expenses, including attorney's fees, paralegal, legal assistant and similar fees and costs, and against all liability, losses and damages of any nature whatsoever, that Landlord may at any time sustain by reason of any such groundwater contamination.

EXHIBIT B

Throughout the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Premises, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by an "all risk" physical loss endorsement, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance. Such insurance shall name Tenant as an additional insured as Tenant's interests may appear.

14. DEFAULT AND LANDLORD REMEDY. Should the Tenant allow any payment herein above to become delinquent, or fail to perform any of the covenants herein made, and any such payment or performance failure continues for fifteen (15) days after Tenant's receipt of Landlord's notice (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), then this Lease shall be in default and the Landlord shall the right to re-enter and take possession of the Premises, and/or this Lease may be terminated at the Landlord's option. Bankruptcy of Tenant or any assignment for the benefit of creditors shall likewise operate as a termination of the Tenant's right of possession of the Premises and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults, and in any such event, the Tenant agrees to peacefully surrender possession of the Premises to the Landlord. It is further agreed that in the event the Tenant agrees to peacefully surrender possession of the Premises or should it default in any of its other covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises or to enforce any covenant made by the Tenant hereunder, the Tenant shall pay all costs of collection and expenses of recovery of possession or costs and expenses of any action so required, including reasonable attorneys' fees through appeal. The remedies provided herein are cumulative to those provided by law, and the right of the Landlord to declare the term at an end and to re-enter the Premises shall not in any manner affect the right of the Landlord to terminate and declare this Lease void and ended.
  
15. COMPLIANCE. Should the Tenant fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Tenant to be kept and performed, the Landlord may, after fifteen (15) days' notice to the Tenant (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), comply therewith for the other (but Landlord shall not be obligated so to do), and the reasonable cost of such compliance shall be payable upon five (5) days demand to the Tenant.

EXHIBIT B

16. BINDING ON SUCCESSORS. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of the Landlord, and shall inure to, and be binding upon, the permitted assigns and successors in interest of the Tenant.
17. ENTIRE AGREEMENT. This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument executed by all parties to this Lease.
18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any method of financing or refinancing, now or hereafter in force against the land, building, or Premises or against the Landlord's interest under any ground lease covering the land and buildings, of which the Premises are a part, and to all advances made or hereafter to be made upon the security hereof, provided that in no event shall Tenant's rights under this Lease be disturbed so long as Tenant is not in default beyond all applicable notice and cure periods. Tenant agrees to execute, upon Landlord's request, such subordination or estoppel certificates requested by Landlord or its lender evidencing such subordination and non-disturbance rights.
19. ALTERATIONS. No structural alterations shall be made to the Premises without the express written consent of the Landlord, including the installation of any signage.
20. GOVERNING LAW. This Lease & Maintenance Agreement is governed by Georgia law.
21. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.
22. EMINENT DOMAIN. Tenant shall not be entitled to any award made in any eminent domain proceedings with respect to the land or building included within the Premises for its leasehold interest therein; provided, further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business or interruption of business, which may result from such condemnation or eminent domain proceedings.
23. STORAGE. Tenant shall be allowed to store customer owned apparatus, demo units, and personal vehicles inside the secured grounds in an area designated by the Landlord. It is expected that normal business hours will not be outside of the period from 7:00 a.m. to 6:00 p.m. However, access to the building and secured parking areas shall be permitted 24 hours a day 7 days a week as needed for emergent situations.

EXHIBIT B

24. RECORDATION. This Lease shall not be recorded.
25. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser and recognize such Purchaser as Landlord under this Lease.
26. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the obligated party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
27. TAXES AND ASSESSMENTS. Landlord shall pay and discharge, prior to their delinquency, all real estate taxes and assessments, now or hereinafter assessed or levied against the Premises during the Term, and all penalties and interest thereon, as applicable. Notwithstanding the foregoing, the parties acknowledge that any assessments or impositions, whether by state, municipal, district, school, or otherwise, which are imposed in addition to real property taxes (such as solid waste disposal assessments), to the extent arising from Tenant's use of and operations in the Premises, are solely the responsibility of Tenant and not the Landlord.
28. NO CONTINUING WAIVER. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to any act by the other party requiring the former party's consent or approval shall be deemed to waive or render unnecessary such former party's consent or approval to any subsequent similar acts by the other party.
29. INVALID PROVISION. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease



EXHIBIT B

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. HAZARDOUS WASTE.

Tenant covenants and agrees to comply with all applicable and environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating of the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Tenant agrees and does hereby indemnify Landlord and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Landlord may incur or suffer by reason of any claim or liability to the extent arising from Tenant's noncompliance with applicable laws and terms of this paragraph. Tenant specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Premises except as specifically provided under the terms of this paragraph. Specifically, but without limitation, Tenant shall dispose of all used oil, coolants, batteries, tires, and related vehicle maintenance fluids in compliance with all applicable laws, at no cost to Landlord.

31. COUNTERPARTS. This Lease may be executed in multiple counterparts, and notwithstanding that all of the parties do not execute the same counterpart, each executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Lease binding all of the parties hereto. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. Electronic or facsimile copies of this Lease fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence.

32. PRIORITY. As additional consideration for the parties to enter into this agreement, Tenant covenants and agrees that any labor, services, and materials to be provided to the Landlord from the Premises for an apparatus shall receive priority over all other jobs. EXCEPTION: Unless those jobs for other parties meet the NFPA out of service guidelines in which case they will be prioritized in the order that the tenant was notified of the defects.

[Signature page follows]

EXHIBIT B



EXHIBIT B

Appendix A - PREMISES LAYOUT



Approximate location of leased area.

EXHIBIT B  
[Signature page to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

**WITNESSES:**

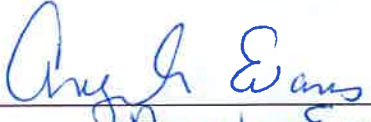
**By:**


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

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

**WITNESSES:**

**By:**

  
Print Name: Angela Evans

  
Print Name: Derrick Bowyer

**LANDLORD:**

Hall County, Georgia

**By:**

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

Ten-8 Fire & Safety LLC

a Florida limited liability company

**By:**

  
Print name: Richard Douch

Title: chief operating officer

Date: \_\_\_\_\_