

STATE OF GEORGIA

COUNTY OF FULTON

**RESOLUTION TO APPROVE MASTER PROJECT AGREEMENT
("MASTER AGREEMENT"), PROJECT SPECIFIC AGREEMENT FOR
FRONT YARD TREES ("FYT AGREEMENT"), AND PROJECT SPECIFIC
AGREEMENT FOR RIGHT-OF-WAY TREES ("ROW AGREEMENT")
BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA ("CITY"), AND
TREES ATLANTA, INC. ("TREES ATLANTA")**

WHEREAS, the City maintains a tree fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials (the "Tree Fund"); and

WHEREAS, the Tree Fund is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to allocate funds held in the Tree Fund to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for thirty-four (34) years has been committed to the care and replenishment of Metro Atlanta's urban forest and which utilizes neighborhood volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in the City's urban forest; and

WHEREAS, Trees Atlanta has proposed various tree planting projects in the City, to help increase the overall canopy coverage in the City known as the NeighborWoods Sandy Springs Project (the "Project"); and

WHEREAS, the Project contemplates that Trees Atlanta will plant trees in City neighborhoods through a combination of plantings in City rights-of-way, City parks and private parcels, to be determined from time to time as specific tree planting projects (each a "Specific Project" and collectively, the "Specific Projects"); and

WHEREAS, the City and Trees Atlanta desire to accomplish the Project in accordance with the basic terms and conditions of the Master Agreement, the FYT Agreement, and the ROW Agreement, copies of which are attached to this resolution (together referred to as "Agreements");

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, AS FOLLOWS:

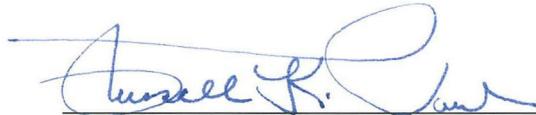
1. The City Council hereby approves the Master Project Agreement as attached to this resolution.

RESOLUTION NO. 2019-08-104

2. The City Council hereby approves the FYT Agreement and the ROW Agreement, in the forms attached to this resolution.
3. The City Council authorizes the Interim City Manager and City Attorney to make such minor changes to the Agreements as may be necessary to effectuate the intent of this resolution.
4. The City Council authorizes the Mayor to execute the Master Agreement and each Project Specific Agreement, and to take any other steps which may be necessary to effectuate the intent of this resolution.

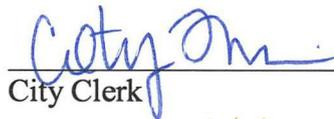
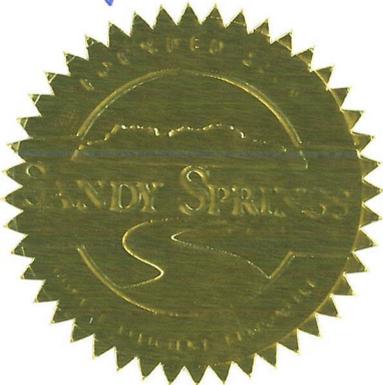
RESOLVED, this the 20th day of August, 2019.

Approved:



Russell K. Paul, Mayor

Attest:


City Clerk

ATTACHMENTS

MASTER PROJECT AGREEMENT
PROJECT SPECIFIC AGREEMENT FOR FRONT YARD TREES
PROJECT SPECIFIC AGREEMENT FOR RIGHT-OF-WAY TREES

MASTER PROJECT AGREEMENT

THIS MASTER PROJECT AGREEMENT (this "Agreement") is made and entered into this 20th day of August, 2019, by and between **City of Sandy Springs, Georgia** (the "City"), a political subdivision of the State of Georgia, and **Trees Atlanta, Inc.**, a Georgia non-profit organization ("Trees Atlanta").

WITNESSETH:

WHEREAS, the City maintains a tree fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials (the "Tree Fund"); and

WHEREAS, the Tree Fund is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to allocate funds held in the Tree Fund to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for thirty-four (34) years has been committed to the care and replenishment of Metro Atlanta's urban forest and which utilizes neighborhood volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in the City's urban forest; and

WHEREAS, Trees Atlanta has proposed various tree planting projects in the City, to help increase the overall canopy coverage in the City known as the NeighborWoods Sandy Springs Project (the "Project"). The Project contemplates that Trees Atlanta will plant trees in City neighborhoods through a combination of plantings in City rights-of-way, City parks and private parcels, to be determined from time to time as specific tree planting projects (each a "Specific Project" and collectively, the "Specific Projects");

WHEREAS, the City desires to enter into this Agreement with Trees Atlanta to establish the framework within which the City and Trees Atlanta will proceed to implement the Specific Projects; and

WHEREAS, it is anticipated that, as Specific Projects are identified by the City or Trees Atlanta, the parties will work together to determine the terms and conditions for Specific Projects, each to be memorialized in a project specific agreement (each a "Project Agreement").

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1 -

SPECIFIC PROJECTS; REQUIREMENTS

This Agreement is a master agreement that sets forth the basic terms and conditions pursuant to which Trees Atlanta and the City will implement each Specific Project within the City. Each Specific Project shall comply with applicable federal and state laws and regulations and all City

ordinances, rules and regulations, including, but not limited to, public hearing and notice requirements of the City.

Each Specific Project will be managed pursuant to the applicable Project Agreement. Upon approval of a Specific Project, the parties will enter into a Project Agreement setting forth the responsibilities of the parties with respect to the Specific Project, including, but not limited to, scope of work, management, funding requirements, and project timeline. The parties shall implement each Specific Project consistent with the provisions of this Agreement and the applicable Project Agreement. In the event of any discrepancy or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Project Agreement, the latter shall govern and control.

- 2 -
TERM

This Agreement shall commence on the date hereof and shall continue in effect for an initial term that ends on the later to occur of June 30, 2020 or the expiration (or earlier termination) of the last Project Agreement that is entered into by the parties. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

3.
TERMINATION

- A. Termination for Default. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a written notice from the other party specifying such default. "Default" shall mean:
1. If the City fails to make payments when due under any Project Agreement or fails to perform or observe any other duties or obligations under this Agreement or any Project Agreement;
 2. If Trees Atlanta fails to perform or observe any of its duties or obligations under this Agreement or any Project Agreement;
 3. If the City or Trees Atlanta shall have made any warranty or representation in this Agreement or any Project Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.
- B. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the effective date of termination.
- C. Compensation upon Termination. If this Agreement is terminated prior to the last day of the Term, Trees Atlanta shall be exclusively limited to receiving only compensation and expense reimbursement for the work performed under an applicable Project Agreement and appropriately documented to and including the effective date of termination specified in the written termination notice.

- D. Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Trees Atlanta shall immediately terminate its services and shall deliver promptly to the City all property relating to all Projects and Work Product, as defined in the applicable Project Agreement.

It is understood by the parties that more than one (1) Specific Project may be in progress during the term of this Agreement. It is further understood by the parties that any outstanding Project Agreement shall terminate concurrently with the effective date of termination of this Agreement, unless otherwise agreed to by the parties in writing. In the case of termination of this Agreement before completion of the work under a Project Agreement, Trees Atlanta shall be paid only for the work completed under such Project Agreement as of the effective date of termination.

4.
NON-DISCRIMINATION

By execution of this Agreement, Trees Atlanta certifies that, during the term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws."

As used herein, the words "shall not discriminate" shall mean and include, without limitation, the following: selection, hiring, placement, assignment, promotion, performance review, discipline, termination, reduction-in-force, layoff, recall, transfer, leave of absence, compensation, and training.

Trees Atlanta shall post in conspicuous places, available to employees and applicants for employment, the provisions of the non-discrimination statement above, and the other provisions set forth in this Agreement.

- A. Trees Atlanta shall, in all solicitation or advertisement of employees or volunteers placed by or on behalf of Trees Atlanta, state that all qualified applicants will receive consideration for the employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age, disability, genetic information, political affiliation, military or veteran status, or any other status or classification protected by applicable federal, state and local laws.
- B. Trees Atlanta will take such lawful action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance; provided, however, that in the event Trees Atlanta becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City.

- C. Trees Atlanta shall include the non-discrimination provisions of this Agreement in each contract or subcontract related to a Specific Project so that such provisions will be binding upon each contractor and subcontractor.
- D. The refusal by Trees Atlanta or any of its contractors or subcontractors to comply with the non-discrimination section of this Agreement, after notice of default and a reasonable opportunity to cure, may subject the offending party to cancellation of the Agreement or contract or subcontract, as applicable.

5.

STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

Trees Atlanta warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Project and the obligations imposed by this Agreement and each Project Agreement. Trees Atlanta agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit A, in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit B, and in the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit C, and agrees to execute and provide such certifications to the City, which are incorporated into and made a part of this Agreement.

Trees Atlanta shall, at all times, observe and comply in all material respects with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services to be provided by Trees Atlanta hereunder or which in any manner affect this Agreement.

Trees Atlanta shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in Exhibit D, Notice to Contractors - Compliance With Title VI of the Civil Rights Act of 1964, attached hereto and incorporated herein.

6.

LIABILITY; INDEMNITY AND INSURANCE

A. City's Liabilities. The City shall not in any way be liable or responsible for any loss, damage or expense that Trees Atlanta may sustain or incur in its performance of the work contemplated by this Agreement or any Project Agreement, unless and only to the extent that said loss, damage or expense is caused by the City's gross negligence, willful misconduct, or breach of this Agreement.

1. Indemnification and Hold Harmless

- a. Trees Atlanta shall indemnify, defend, and hold harmless the City and the City's officers, agents, employees, and elected officials (collectively, "Indemnified Persons") from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, expenses (including reasonable attorneys' fees) or other charges (collectively the "Claims") of every kind and character, whether in law or equity, and whether arising before or after the termination of this Agreement, that are proximately

caused by the negligence of Trees Atlanta in connection with its performance of the services under this Agreement; provided, however, that if a contractor or subcontractor of Trees Atlanta has executed a contract with Trees Atlanta that includes an indemnification provision substantially as described in this section, and Claims are suffered by or filed against the City arising in whole or in part from the negligence or willful misconduct of such contractor or subcontractor (including any such contractor's or subcontractor's officers, employees, agents, or anyone acting at the direction of such contractor or subcontractor), then the indemnification undertakings of the contractor or subcontractor, as applicable, in favor of the City shall apply, and the foregoing indemnity from Trees Atlanta in favor of the City shall apply only if and to the extent that the Claim was the direct and proximate result of the negligence of Trees Atlanta. Trees Atlanta shall submit to the City the indemnification language that it intends to use in its contracts with its contractors and subcontractors, and Trees Atlanta shall not utilize such language until the City approves the language (which approval shall not be unreasonably withheld or delayed). Furthermore, this indemnification provision notwithstanding, Trees Atlanta shall have no duty to remediate, or indemnify any Indemnified Person with respect to, any potentially dangerous or hazardous condition unless (a) such a condition was caused by Trees Atlanta in connection with the performance of the services hereunder or under a Specific Agreement, and (b) Trees Atlanta is directed in writing to remediate such condition in accordance with the provisions of this Agreement and during the term of this Agreement. Trees Atlanta further agrees that the foregoing agreement to indemnify, defend, and hold harmless the Indemnified Persons shall not be limited to the limits or terms of the insurance required under this Agreement.

- b. Trees Atlanta's aforesaid indemnity and hold harmless obligations hereof shall not apply to: (i) any claims suffered or incurred by any Indemnified Person caused by such Indemnified Person's willful misconduct or sole or gross negligence; or (ii) any Claims resulting from the act or omission or negligent act or omission of anyone other than Trees Atlanta, its officers, employees, agents, subcontractors, subcontractors, volunteers, or person not acting under its direction and control in connection with or incidental to this Agreement.
- c. Trees Atlanta shall require all contractors and subcontractors performing any work related to this Agreement or any Project Agreement to sign an agreement with Trees Atlanta that includes the indemnification provision substantially set forth above, with the exception that the name of contractor/subcontractor shall replace "Trees Atlanta" as used hereinabove.
- d. Prior to beginning any work and at all times that this Agreement is in force, Trees Atlanta shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:
 - i. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be

performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

- ii. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance will be written on an "occurrence" form.
- iii. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance will include all owned, non-owned and hired vehicle liability.
- iv. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
- v. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance will remain in effect until final payment is made and the Project is accepted by the City. If Trees Atlanta receives notice of non-renewal or material adverse change of any of the required coverages, Trees Atlanta will promptly advise the City in writing. Failure of Trees Atlanta to promptly notify the City on non-renewal or material adverse change of any of the required coverages shall be deemed a breach of this Agreement as of the date that Trees Atlanta should have given notification to the City. The insurance policies will contain or be endorsed to contain, the following provisions:
 - A provision that coverage afforded under such policies will not expire, be canceled or altered without at least thirty (30) days' prior written notice to the City.
 - Workers' Compensation and Employer's Liability and Property insurance policies will contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
 - Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies will include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

- A copy of these endorsements shall be provided to the City. Certificates of Insurance showing that such coverage is in force shall be filed under this Agreement by Trees Atlanta to the City. Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

The obligations for Trees Atlanta to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of Trees Atlanta whether or not same is covered by insurance.

7.
CONFLICTS OF INTEREST

Trees Atlanta warrants and represents that:

- A. The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- B. Trees Atlanta is not presently subject to any agreement with any other party that will prevent Trees Atlanta from performing in accordance with this Agreement;
- C. Trees Atlanta is not subject to any statute, regulation, ordinance or rule that will materially and adversely affect its ability to perform, on a timely basis, its obligations under this Agreement;
- D. Trees Atlanta shall be free to accept other work during the term hereof, provided that such other work does not interfere with the timely provision of services hereunder.

8.
ASSIGNMENT / DELEGATION

Trees Atlanta shall not assign this Agreement or the rights created herein or delegate any of its duties hereunder without the prior express written consent of the City. Any attempted assignment or delegation by Trees Atlanta without the prior express written approval of the City may, at the City's sole option, result in the termination of this Agreement without any prior notice to Trees Atlanta of such termination. ***[Notwithstanding the foregoing, Trees Atlanta may grant a security interest in any or all of its accounts receivable or other rights to payment, including, without limitation, rights to payment under any Project Agreement, to any bank or other lending institution that has provided or may hereafter provide loans or other extensions of credit to Trees Atlanta.]***

9.
NOTICES

Any notices required under this Agreement shall be sent via certified mail, with an original by first class mail, and a copy via e-mail, to the following:

If to the City:

Assistant to the City Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: kbyars@sandyspringsga.gov

With a copy to:

City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
e-mail: cityattorney@sandyspringsga.gov

If to Trees Atlanta:

Greg Levine
Co-Executive Director
Trees Atlanta
225 Chester Ave SE
Atlanta, Georgia 30316
e-mail: greg@treesatlanta.org

With a copy to:

Connie Veates
Co-Executive Director
Trees Atlanta
225 Chester Ave SE
Atlanta, Georgia 30316
e-mail: connie@treesatlanta.org

10.
GOVERNING LAW

This Agreement is made and entered into in the State of Georgia and shall be governed by and construed according to the laws of the State of Georgia, without giving effect to conflicts of laws.

11.
WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision.

12.
DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving the party against whom such action is to be commenced at least fourteen (14) calendar days' written notice of the claim and the intent to initiate a civil action.

13.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and remain enforceable in accordance with its terms.

14.
ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous discussions, representations, understandings and agreements, whether oral or written, regarding the same subject matter.

15.
INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the parties under this Agreement shall be that of independent contractors. Nothing in this Agreement is intended, or shall be deemed, to constitute or establish a partnership, agency, employer, employee, or joint venture relationship between the parties.

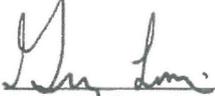
16.
OPEN RECORDS

All records of the parties related to the Project or a Specific Project such as public records as defined in Georgia law under the Georgia Open Records Act ("GORA"), and records produced or maintained in accordance with this Agreement or a Project Agreement are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under GORA will be accessible and opened for public inspection in accordance with GORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Trees Atlanta agrees to allow access by the City and the public to all documents subject to disclosure under applicable law, as per the request of the City. For purposes of GORA, the City Manager is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit Trees Atlanta's right to defend against disclosure of records that Trees Atlanta contends are not public.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written above.

TREES ATLANTA, INC.

(SEAL)

By: 
Greg Levine, Co-Executive Director

Date: 8-12-19

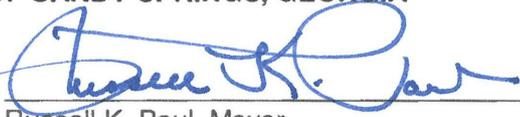
ATTEST:


Dan Burer, Trees Atlanta Board Secretary



(SEAL)

CITY OF SANDY SPRINGS, GEORGIA

By: 
Russell K. Paul, Mayor

Date: 8/21/2019

ATTEST:


Coty Thigpen, City Clerk

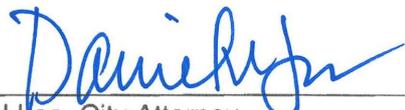
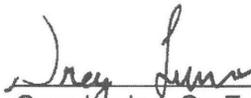

Daniel Lee, City Attorney

EXHIBIT A
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Trees Atlanta, Inc. ("Contractor"), whose address is 225 Chester Ave. SE, Atlanta, Georgia 30316, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: Trees Atlanta, Inc.



Greg Levine, Co-Executive Director

EXHIBIT B
AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License; Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I, Greg Levine, hereby state the following with respect to my application for a City of Sandy Springs license/permit and/or contract for Trees Atlanta, Inc.:

1. X I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: Greg Levine

Date: 8-13-18

Printed Name: Greg Levine

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 13th day of August, 2018

Katharine Savage Conner
Notary Public:

Katharine Savage Conner
Notary Public
Cobb County, Georgia
My Comm. Expires 04/09/2022

My Commission Expires: 4/9/2022

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT C
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

495 904
Federal Work Authorization User Identification Number

06/01/2013
Date of Authorization

Trees Atlanta, Inc.
Name of Contractor

City of Sandy Springs Front Yard and Right of Way Tree Planting Program
Name of Project

N/A
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 8-12-19 in Atlanta (city), GA (state).

Greg Levine
Greg Levine / Co-Executive Director

SUBSCRIBED AND SWORN BEFORE ME
THIS THE 13th DAY OF August 2019

Katharine Savage Conner
NOTARY PUBLIC

My Commission Expires: 4/9/2022

Katharine Savage Conner
Notary Public
Cobb County, Georgia
My Comm. Expires 04/09/2022

EXHIBIT D
NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, Trees Atlanta, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate,, including, but not limited to:

- (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**PROJECT SPECIFIC AGREEMENT
(FOR NEIGHBORHOODS RIGHT-OF-WAY TREES)**

THIS PROJECT SPECIFIC AGREEMENT (the "Agreement") is made and entered into this 20th day of August, 2011, by and between the **City of Sandy Springs, Georgia** (the "City"), a political subdivision of the State of Georgia, and **Trees Atlanta, Inc.**, a Georgia non-profit corporation ("Trees Atlanta").

WITNESSETH:

WHEREAS, the City maintains a tree fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials (the "Tree Fund"); and

WHEREAS, the Tree Fund is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to allocate funds held in the Tree Fund to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for thirty-four (34) years has been committed to the care and replenishment of Metro Atlanta's urban forest and which utilizes neighborhood volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in the City's urban forest; and

WHEREAS, Trees Atlanta has proposed various tree planting projects in the City, to help increase the overall canopy coverage in the City known as the NeighborWoods Sandy Springs Project (the "NeighborWoods Project"). The NeighborWoods Project contemplates that Trees Atlanta will plant trees in City neighborhoods through a combination of planting in City rights-of-way, City parks and private parcels, to be determined from time to time as specific tree planting projects (each a "Specific Project") and collectively, the "Specific Projects"; and

WHEREAS, the City entered into a Master Agreement with Trees Atlanta (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and Trees Atlanta will proceed to implement the Specific Projects; and

WHEREAS, any term used in this Agreement that is not defined herein shall have the definition contained in the Master Agreement; and

WHEREAS, the Master Agreement provides that as Specific Projects are identified by the City or Trees Atlanta, the parties will work together to determine the terms and conditions for Specific Projects, each to be memorialized in a project specific agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto as a Specific Project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern such Specific Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

2.

DEFINITIONS; PROJECT DESCRIPTION

Capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Master Agreement. The Specific Project that is the subject of this Agreement is described in Exhibit A attached hereto (the "Project").

2.

TERMS OF PROVIDING SERVICE

A. Review and Approval of Plans. Trees Atlanta will submit to the City's Recreation and Parks representative or designee (the "City Representative") a planting plan for each planting in a format mutually agreed upon (each a "Planting Plan"). The Planting Plan shall be submitted for approval at least four (4) weeks prior to the proposed date of planting and shall include the proposed planting date, the address for each tree, tree species, and size. The City's Representative may request certain species and specific locations.

The City Representative shall approve or disapprove (in each case, with explanation) each tree described in a Planting Plan at a rate of at least fifty (50) trees per two-week period, beginning from the date that the Planting Plan is submitted to the City Representative. In the event the City Representative is unable to provide feedback on at least fifty (50) trees per two-week period, those portions of this Agreement pertaining to the planting of trees will be automatically adjusted, without formal amendment, so that Trees Atlanta will have a proportionate amount of additional time in which to plant the remaining trees.

B. Standards for Selecting the Types of Trees to be Procured. When determining which trees will be planted in which locations, Trees Atlanta will abide by the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual" including, but not limited to, the following: (1) only healthy trees with a well-developed root system and a well-formed top characteristic of the species will be planted; (2) trees selected for planting will be compatible with the specific site conditions; (3) Trees Atlanta will consider the ability of a species to regenerate a new root system and to become re-established; and (4) deciduous and evergreen trees will be planted in October, November and December of a year and in January, February, March or April of the following year.

C. Quality Standards for Trees to be Procured. Trees will be free from injury, pests, disease, or nutritional disorders at the time that they are procured by Trees Atlanta; will be of good vigor at the time that they are procured by Trees Atlanta, though the parties acknowledge that the determination of "vigor" is subjective and depends upon the species of tree, in general; and will be free of root defects at the time that they are procured by Trees Atlanta, including, but not limited to: (1) kinked roots, in which taproots, major branch roots, or both are bent more than ninety (90) degrees with less than twenty (20) percent of the root system originating above the kink; or (2) circling or girdling roots that circle eighty (80) percent or more of the root system by 360 degrees or more.

Trees Atlanta will procure trees that meet the following criteria:

1. The trees' foliage should have a green or dark green color, large leaves, and dense foliage in accordance with its species;
2. The trees should have new branches, and the shoot growth should be at least one (1) foot per year. At least one-half (1/2) of the branches should arise from points on the lower two-thirds (2/3) of a trunk;
3. Bark texture and appearance on the trunk and branches of the trees should be smooth or shiny, as appropriate to the species;
4. Trees should be tapered, with an increase in diameter and a decrease in height. Trees Atlanta should not procure trees with reverse tapers or no taper; and
5. The roots of the young trees should be light in color.

D. Procedures for Planting. Trees Atlanta will ensure that when trees are planted, the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual" are followed, including, but not limited to:

1. Planting holes will be no less than one (1) foot wider than the root ball or the container of the trees being planted. Trees Atlanta will, if possible, create a planting hole three (3) times the width of the root ball of the trees;
2. Trees will not be planted deeper than their placement in their former location or container;
3. Spade compacted bottom and sides of the planting hole for the trees will be roughed or scarified to allow the penetration of the trees' developing roots;
4. Planting holes of the trees will have good water drainage from the bottom;
5. Once a tree is set in a planting hole, the planting hole will be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate;
6. Trees Atlanta will not add fertilizer to the backfill soil unless deemed necessary for the survival of the trees. If fertilizer must be added, a low rate will be used. Approximately 1.5 pounds of nitrogen per cubic yard of backfill will be utilized for fifteen (15) gallon container trees planted under this Agreement;
7. After placing the backfill soil in the planting hole, the soil will be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole will be formed to facilitate watering; and
8. The backfill soil will be gently tamped, but not compacted, and soaked for settling.

E. Post-Planting Procedures.

1. The amount of pruning, if any, to be performed on each tree will be determined by the tree's response to planting. Other than removal of weak, broken, or diseased branches, no pruning will be performed on trees until after the first growing season.
2. Trees Atlanta will provide mulching for all trees and weed control and mitigation as may be required.
3. Trees Atlanta will perform a fertilizer application of the trees planted for the Project in the form of a two-year slow release fertilizer, only as required for tree health.
4. Trees Atlanta will stake trees only in the following circumstances:
 - a. Protective staking may be used for trees that are able to stand without support to provide a barrier from potential harms such as foot traffic, mowers, and vehicles.
 - b. Anchor staking may be used to hold a root ball in place during the period of re-establishment for trees with otherwise adequate support.
5. When staking is permitted by the City Representative, Trees Atlanta will determine the extent of staking by considering the tree's strength, form, and condition at planting, expected wind conditions, the amount of vehicle or foot traffic, and the level of follow-up maintenance.
 - a. Trees Atlanta will perform periodic follow-up inspections on trees that are staked; and
 - b. Trees Atlanta will remove the staking from a tree as soon as the tree is capable of providing its own anchorage and support.

3.

TERM; TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of June 30, 2020 (unless otherwise extended by mutual written agreement of the parties) or the date on which the Specific Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein.

Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
PAYMENT TERMS

Payment terms for the Project are as described in Exhibit B attached hereto.

5.
DOCUMENTATION AND RECORDS

A. **Documentation.** Trees Atlanta will send documentation of the status of the Project to the City Representative as deemed appropriate or as requested, including, without limitation, quarterly documentation that includes all of the information set forth in the Planting Plan, except that the proposed date of planting will be changed to the actual date of planting. The documentation will also include the cost of the Services (as defined in Exhibit A) performed to-date and all maintenance work performed on the planted trees. The maintenance and care documentation will be submitted in a mutually agreeable form that will permit and facilitate recording in the City's computer-based work order system and any other information reasonably requested by the City Representative.

B. **Records/Audit.** Trees Atlanta will maintain records and accounts in connection with the performance of this Agreement that will accurately document incurred costs, both direct and indirect, for a period of three (3) years from the date of the last payment by the City to Trees Atlanta. The City Representative will have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City may audit Trees Atlanta's costs and expenses related to its performance of this Agreement at any time during the period commencing on the date of this Agreement and ending 365 days after final payment to Trees Atlanta pursuant to Section 4 above.

6.
PROJECT TIMELINE

All trees shall be planted between October and April, with a preference towards completing planting prior to March 31. Tree maintenance activities commence after the planting of each tree, with watering activity concentrated between April and September. Maintenance services and the replacement guarantee provided under this agreement expire two years after the planting of the tree. Trees Atlanta shall provide monthly schedule updates to the City during the Planting Season (as defined in Exhibit A) indicating the progress of specific activities on the Project timeline. Should an adjustment in the Project timeline become necessary, the City and Trees Atlanta shall cooperate in developing a revision to the Project timeline and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law, as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. [Notwithstanding the foregoing, Trees Atlanta may grant a security interest in any or all of its accounts receivable or other rights to payment, including, without limitation, rights to payment under any Project Agreement, to any bank or other lending institution that has provided or may hereafter provide loans or other extensions of credit to Trees Atlanta.] Nothing herein shall be

construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or Trees Atlanta, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Sandy Springs, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

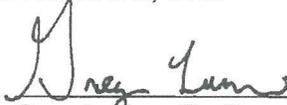
If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written.

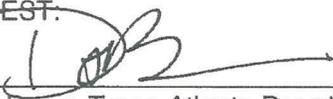
TREES ATLANTA, INC.

By: 
Greg Levine, Co-Executive Director

(SEAL) – None available

Date: 8-12-19

ATTEST:


Dan Burer, Trees Atlanta Board Secretary

CITY OF SANDY SPRINGS, GEORGIA

By: 
Russell K. Paul, Mayor

Date: 8/21/2019

ATTEST:


City Clerk

(SEAL)



Approved as to form:

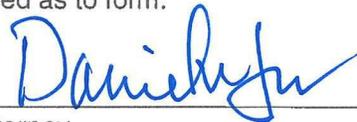

City Attorney

EXHIBIT A
PROJECT DESCRIPTION

The Specific Project identified by the City and Trees Atlanta is the Right-of-Way Project (the "ROW Project"). The goal for the ROW Project is to increase the planting of shade trees or, where more appropriate for the planting conditions, understory trees, to help increase overall canopy coverage in the City. The trees to be planted under this agreement will be fifteen-gallon container trees and will be planted on public or City-owned property.

The procurement, planting, and maintenance services provided by Trees Atlanta for the trees will include selection of the trees, project design, shipping, handling, labor, tools, equipment, and other associated expenses and/or activities associated with selection, planting and maintenance of the trees. Trees Atlanta staff shall be ultimately responsible for tree planting, but may utilize volunteer participation in its discretion. Trees Atlanta shall provide the services described in this section and as may be described elsewhere in this Agreement (the "Services").

Maintenance requirements are as follows:

A. Trees Atlanta will make certain that the trees are planted in accordance with the Planting Plan approved by the City Representative.

B. All trees will be planted no later than April 15; however, should this Agreement not be signed and a work order for the Services (each a "Work Order") not be issued and signed by the City on or before the ROW Project start date (October 1), Trees Atlanta will be granted additional planting days during the following planting season, during which it can fulfill its duties under this Agreement. The additional days will equal the number of days lost between October 1 and the delivery date of a signed copy of this Agreement and a Work Order. Planting season begins October 1 of a year and ends March 31 of the following year (the "Planting Season").

C. Trees Atlanta is responsible for maintaining trees for a period of two (2) years from the time that each tree is planted. Trees Atlanta is obligated to take such action as is reasonably necessary to water, prune, and mulch the trees. Trees Atlanta will apply, only if needed for tree health, fertilizer or pest treatment during the same period. Trees Atlanta will replace any tree planted as part of the ROW Project that dies during the two (2) year maintenance period, except for trees that die due to vandalism, vehicular accidents, or acts of God. The replacement will be accomplished at no expense to the City.

D. Trees Atlanta will replace any tree as part of this Agreement that dies during the two (2) year maintenance period due to vandalism, vehicular accidents, or acts of God, up to the number of trees not as yet planted pursuant to an existing Work Order, provided that any such replacement trees will be counted toward the total number of trees to be planted pursuant to the outstanding Work Order, and not as a replacement pursuant to subparagraph C above.

E. Where possible, replacement trees will be the same species as the tree replaced, as long as the species is compatible with the planting location.

F. Pursuant to specifications of the City Representative, Trees Atlanta will keep a record of its plantings and care of all trees and will provide this information to the City. The City will have access to Trees Atlanta's tree planting records for the ROW Project. Trees Atlanta will utilize i-Tree to provide details related to the environmental benefits of the trees at maturation.

EXHIBIT B
PAYMENT TERMS

The maximum number of trees to be planted [per annual term] [per Planting Season] [in any period of twelve (12) consecutive months] [during the first, second, third, or fourth twelve-month period of the term of this agreement] is two hundred (200) at a cost of \$250.00 per tree. The total annual maximum cost of tree planting under this Agreement is \$50,000.00.

Trees Atlanta's preferred payment method is via ACH, or automated clearinghouse. A City-issued check is an accepted form of payment. Trees Atlanta may submit a request for payment of fifty percent (50%) of the value of each Work Order upon signing to allow for purchase of trees and needed supplies for the Planting Season. Trees Atlanta may submit a second request for payment of twenty-five percent (25%) of each Work Order after submitting certification to the City's Representative for the respective Planting Season, and after the City Representative's written confirmation that s/he has verified the exact number of trees that have been planted under each Work Order. Trees Atlanta may request an additional seventeen percent (17%) of each Work Order after completing the first year of maintenance for the respective Planting Season and a final payment of eight percent (8%) of each Work Order after completing the second year of maintenance for the applicable Planting Season.

**PROJECT SPECIFIC AGREEMENT
(FOR NEIGHBORHOODS FREE FRONT YARD TREES)**

THIS PROJECT SPECIFIC AGREEMENT (this "Agreement") is made and entered into this 20th day of August, 2019, by and between the **City of Sandy Springs, Georgia** (the "City"), a political subdivision of the State of Georgia, and **Trees Atlanta, Inc.**, a Georgia non-profit corporation ("Trees Atlanta").

WITNESSETH:

WHEREAS, the City maintains a tree fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials (the "Tree Fund"); and

WHEREAS, the Tree Fund is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to allocate funds held in the Tree Fund to plant and care for trees to enhance the City's existing tree canopy; and

WHEREAS, Trees Atlanta is a non-governmental, non-profit organization, which for thirty-four (34) years has been committed to the care and replenishment of Metro Atlanta's urban forest and which utilizes neighborhood volunteers to plant trees, thereby reducing the cost of its services while improving neighborhood involvement and sense of ownership in the City's urban forest; and

WHEREAS, Trees Atlanta has proposed various tree planting projects in the City, to help increase the overall canopy coverage in the City known as the NeighborWoods Sandy Springs Project (the "NeighborWoods Project"). The NeighborWoods Project contemplates that Trees Atlanta will plant trees in City neighborhoods through a combination of planting in City rights-of-way, City parks and private parcels, to be determined from time to time as specific tree planting projects (each a "Specific Project" and collectively, the "Specific Projects"); and

WHEREAS, the City entered into a Master Agreement with Trees Atlanta (as at any time modified or amended, the "Master Agreement") to establish the framework within which the City and Trees Atlanta will proceed to implement the Specific Projects; and

WHEREAS, the Master Agreement provides that, as Specific Projects are identified by the City or Trees Atlanta, the parties will work together to determine the terms and conditions for Specific Projects, each to be memorialized in a project specific agreement (each a "Project Agreement"); and

WHEREAS, the parties have identified the project described in Exhibit A attached hereto as a Specific Project under the Master Agreement and desire to enter into this Agreement to set forth the terms and conditions to govern such Specific Project;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

DEFINITIONS; PROJECT DESCRIPTION

Capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Master Agreement. The Specific Project that is the subject of this Agreement is described in Exhibit A attached hereto (the "Project").

TERMS OF PROVIDING SERVICE

A. Review and Approval of Plans. Trees Atlanta will submit to the City's Recreation and Parks representative or designee (the "City Representative") a planting plan for each planting in a format mutually agreed upon (each a "Planting Plan"). The Planting Plan shall be submitted for approval at least four (4) weeks prior to the proposed date of planting and shall include the proposed planting date, the address for each tree, tree species, and size. The City Representative may request certain species and specific locations.

Before planting any trees on a particular parcel of private property, Trees Atlanta shall first obtain a written or electronically recorded agreement with each property owner of record with respect to such parcel (the "Owner Agreement") and the City Representative shall have received a copy of the Owner Agreement fully executed by each property owner of record for that parcel of private property on which the trees will be planted. The Owner Agreement shall provide for each property owner to: (1) grant Trees Atlanta a right of entry to plant the tree(s); (2) acknowledge that s/he will be the owner of the tree(s) and will be responsible for maintenance; and (3) agree to indemnify and hold the City and Trees Atlanta harmless for any liability attributable to the planting or presence of the tree(s) on the private property. The form of the Owner Agreement will be approved by the City's Legal Department prior to its use. ***[Trees Atlanta shall be authorized to rely upon any representation made by an occupant of any residence on a parcel of private property on which any tree is to be planted regarding the identity of each owner of such parcel and in no event shall be obligated to conduct a record search to confirm the identity of each owner.]***

The City Representative shall approve or disapprove (in each case, with explanation) each tree described in a Planting Plan at a rate of at least fifty (50) trees per two-week period, beginning from the date that the Planting Plan is submitted to the City Representative. In the event the City Representative is unable to provide feedback on at least fifty (50) trees per two-week period, those portions of this Agreement pertaining to the planting of trees will be automatically adjusted, without formal amendment, so that Trees Atlanta will have a proportionate amount of additional time in which to plant the remaining trees.

B. Standards for Selecting the Types of Trees to be Procured. When determining which trees will be planted in which locations, Trees Atlanta will abide by the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual," including, but not limited to, the following: (1) only healthy trees with a well-developed root system and a well-formed top characteristic of the species will be planted; (2) trees selected for planting will be compatible with the specific site conditions; (3) Trees Atlanta will consider the ability of a species to regenerate a new root system and to become re-established; and (4) deciduous and evergreen trees will be planted in October, November and December of a year and in January, February, March or April of the following year.

C. Quality Standards for Trees to be Procured. Trees will be free from injury, pests, disease, or nutritional disorders at the time that they are procured by Trees Atlanta; will be of good vigor at the

time that they are procured by Trees Atlanta, though the parties acknowledge that the determination of "vigor" is subjective and depends upon the species of tree, in general; and will be free of root defects at the time that they are procured by Trees Atlanta, including, but not limited to: (1) kinked roots, in which taproots, major branch roots, or both are bent more than ninety (90) degrees with less than twenty (20) percent of the root system originating above the kink; or (2) circling or girdling roots that circle eighty (80) percent or more of the root system by 360 degrees or more.

Trees Atlanta will procure trees that meet the following criteria:

1. The trees' foliage should have a green or dark green color, large leaves, and dense foliage in accordance with its species;
2. The trees should have new branches, and the shoot growth should be at least one (1) foot per year. At least one-half (1/2) of the branches should arise from points on the lower two-thirds (2/3) of a trunk;
3. Bark texture and appearance on the trunk and branches of the trees should be smooth or shiny, as appropriate to the species;
4. Trees should be tapered, with an increase in diameter and a decrease in height. Trees Atlanta should not procure trees with reverse tapers or no taper; and
5. The roots of the young trees should be light in color.

D. Procedures for Planting. Trees Atlanta will ensure that, when trees are planted, the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual" are followed, including, but not limited to:

1. Planting holes will be no less than one (1) foot wider than the root ball or the container of the trees being planted. Trees Atlanta will, if possible, create a planting hole three (3) times the width of the root ball of the trees;
2. Trees will not be planted deeper than their placement in their former location or container;
3. Spade compacted bottom and sides of the planting hole for the trees will be roughed or scarified to allow the penetration of the trees' developing roots;
4. Planting holes of the trees will have good water drainage from the bottom;
5. Once a tree is set in a planting hole, the planting hole will be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate;
6. Trees Atlanta will not add fertilizer to the backfill soil unless deemed necessary for the survival of the trees. If fertilizer must be added, a low rate will be used. Approximately 1.5 pounds of nitrogen per cubic yard of backfill will be utilized for fifteen (15) gallon container trees planted under this Agreement;
7. After placing the backfill soil in the planting hole, the soil will be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole will be formed to facilitate watering; and

8. The backfill soil will be gently tamped, but not compacted, and soaked for settling.

E. Post-Planting Procedures.

1. The amount of pruning, if any, to be performed on each tree will be determined by the tree's response to planting. Other than removal of weak, broken, or diseased branches, no pruning will be performed on trees until after the first growing season.
2. Trees Atlanta will provide mulching for all trees and weed control and mitigation as may be required.
3. Trees Atlanta will perform a fertilizer application of the trees planted for the Project in the form of a two-year slow release fertilizer, only as required for tree health.
4. Trees Atlanta will stake trees only in the following circumstances:
 - a. Protective staking may be used for trees that are able to stand without support to provide a barrier from potential harms such as foot traffic, mowers, and vehicles.
 - b. Anchor staking may be used to hold a root ball in place during the period of re-establishment for trees with otherwise adequate support.
5. When staking is permitted by the City Representative, Trees Atlanta will determine the extent of staking by considering the tree's strength, form, and condition at planting, expected wind conditions, the amount of vehicle or foot traffic, and the level of follow-up maintenance.
 - a. Trees Atlanta will perform periodic follow-up inspections on trees that are staked; and
 - b. Trees Atlanta will remove the staking from a tree as soon as the tree is capable of providing its own anchorage and support.

3.

TERM; TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect for a term that ends on the earlier to occur of June 30, 2020 (unless otherwise extended by mutual written agreement of the parties) or the date on which the Specific Project covered by this Agreement has been completed and all obligations of the parties hereunder have been discharged. Subject to any local, state or federal law that may limit its term, this Agreement shall automatically renew upon the same terms and conditions as set forth in this Agreement for four (4) one-year terms unless earlier terminated as provided herein. Notwithstanding the foregoing, this Agreement shall terminate upon expiration of the term of the Master Agreement (or its earlier termination in accordance with its terms), unless otherwise agreed by the parties in writing.

4.
PAYMENT TERMS

Payment terms for the Project are as described in Exhibit B attached hereto.

5.
DOCUMENTATION AND RECORDS

A. Documentation. Trees Atlanta will send documentation of the status of the Project to the City Representative as deemed appropriate or as requested, including, without limitation, quarterly documentation that includes all of the information set forth in the Planting Plan, except that the proposed date of planting will be changed to the actual date of planting. The documentation will also include the cost of the Services (as defined in Exhibit A) performed to-date and all maintenance work performed on the planted trees. The maintenance and care documentation will be submitted in a mutually agreeable form that will permit and facilitate recording in the City's computer-based work order system and any other information reasonably requested by the City Representative.

B. Records/Audit. Trees Atlanta will maintain records and accounts in connection with the performance of this Agreement that will accurately document incurred costs, both direct and indirect, for a period of three (3) years from the date of the last payment by the City to Trees Atlanta. The City Representative will have the right to examine and copy the records and accounts at all reasonable times, with reasonable advance notification. The City may audit Trees Atlanta's costs and expenses related to its performance of this Agreement at any time during the period commencing on the date of this Agreement and ending 365 days after final payment to Trees Atlanta pursuant to Section 4 above.

6.
PROJECT TIMELINE

All trees shall be planted between October and April, with a preference towards completing planting prior to March 31. Tree maintenance activities commence after the planting of each tree, with maintenance activities provided by Trees Atlanta under the Yard Tree program limited to pruning (year two), plus pest control/fertilizer treatment, only when necessary. Maintenance services and the replacement guarantee under this agreement expire two years after the planting of the tree. Trees Atlanta shall provide monthly schedule updates to the City during the Planting Season (as defined in Exhibit A) indicating the progress of specific activities on the Project timeline. Should an adjustment in the Project timeline become necessary, the City and Trees Atlanta shall cooperate in developing a revision to the Project timeline and amending this Agreement.

7.
SUCCESSORS/ASSIGNS; NO ASSIGNMENT/DELEGATION; NO PERSONAL LIABILITY

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party shall be authorized to delegate performance of any of its duties hereunder to any other person or entity, nor shall either party assign any of its rights or remedies under this Agreement to any person or entity, which restriction on assignments and delegations shall apply to those occurring by operation of law as well as by contract, merger, or consolidation. Any assignment or delegation in breach of this Agreement shall be void. ***[Notwithstanding the foregoing, Trees Atlanta may grant a security interest in any or all of its accounts receivable or other rights to payment, including, without limitation, rights to payment under any Project Agreement, to any bank or other lending institution that has provided or may hereafter provide loans or other extensions of credit to Trees Atlanta.]***

Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the City or Trees Atlanta, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

8.
GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in City of Sandy Springs, Georgia. For the purpose of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

9.
AMENDMENTS; NOTICES

This Agreement may be modified or amended by the parties in writing. Written notice by one party to the other shall be sent as provided in the Master Agreement.

10.
ENTIRE AGREEMENT

This Agreement and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof; and no representation (oral or written) not incorporated herein or therein shall be binding on the parties.

11.
SEVERABILITY

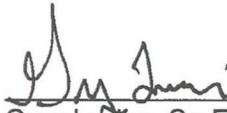
If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

12.
TIME OF ESSENCE

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts (each to be considered as an original but all taken together to constitute one and the same agreement) by their authorized representative, on the day and year first written above.

TREES ATLANTA, INC.

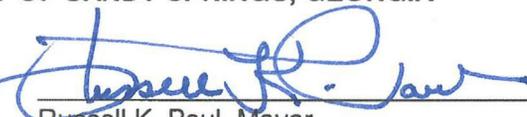
By: 
Greg Levine, Co-Executive Director (SEAL)

Date: 8-12-19

ATTEST:


Dan Burer / Trees Atlanta Board Secretary

CITY OF SANDY SPRINGS, GEORGIA

By: 
Russell K. Paul, Mayor

ATTEST:


City Clerk

(SEAL)



Date: 8/20/19

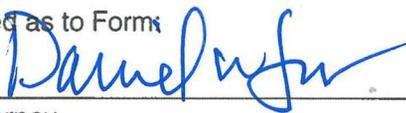
Approved as to Form: 
City Attorney

EXHIBIT A
PROJECT DESCRIPTION

The Specific Project identified by the City and Trees Atlanta is the Front Yard Tree Project (the "FYT Project") The goal for the FYT Project is to increase the planting of shade trees or, where more appropriate for the planting conditions, understory trees, to help increase overall canopy coverage in the City. The trees to be planted under this Agreement will be fifteen-gallon container trees and will be planted on private property. Trees Atlanta will ensure that the trees, upon maturation, provide shade to the public right-of-way. Trees shall be planted no more than thirty-five feet from the property line.

The trees are available to all City residents with property deemed appropriate for planting by Trees Atlanta. Trees Atlanta may, in consultation with the City Representative, group tree requests into specific planting dates based upon planting location in order to improve the efficiency of planting operations. Trees Atlanta and the City Representative will identify a limited tree species list from which participating residents will be allowed to choose. The City will promote the FYT Project to its residents in the manner deemed appropriate to the City. Trees Atlanta will maintain an online portal that will enable residents to request tree(s) through the FYT Project. The portal will collect an electronic signature from each property owner of a parcel on which trees are to be planted signifying agreement with the terms of the Owner Agreement.

The procurement, planting, and maintenance services provided by Trees Atlanta for the trees will include selection of the trees, project design, shipping, handling, labor, tools, equipment, and other associated expenses and/or activities associated with selection, planting and maintenance of the trees. Trees Atlanta staff shall be ultimately responsible for tree planting, but may utilize volunteer participation in its discretion. Trees Atlanta shall provide the services described in this section and as may be described elsewhere in this Agreement (the "Services").

Maintenance requirements are as follows:

A. Trees Atlanta will make certain that the trees are planted in accordance with the Planting Plan approved by the City Representative.

B. All trees will be planted no later than April 15; however, should this Agreement not be signed and a work order for the Services (each a "Work Order") not be issued and signed by the City on or before the FYT Project start date (October 1), Trees Atlanta will be granted additional planting days during the following planting season, during which it can fulfill its duties under this Agreement. The additional days will equal the number of days lost between October 1 and the delivery date of a signed copy of this Agreement and a Work Order. Planting season begins October 1 of a year and ends March 31 of the following year (the "Planting Season").

C. For trees planted as part of the FYT Project, Trees Atlanta will provide, on an as-needed basis, one (1) pest control treatment, one (1) fertilization treatment and one (1) pruning for each tree planted. All references in this Agreement to maintaining trees will mean that Trees Atlanta is obligated to take such action as is reasonably necessary to prune and provide pest control for the trees. Trees Atlanta will replace any tree that dies during the first two (2) years from planting date, except for trees that die due to vandalism, vehicular accidents, or acts of God. The replacement will be accomplished at no expense to the City.

D. Where possible, replacement trees will be the same species as the tree replaced, as long as the species is compatible with the planting location.

E. Pursuant to specifications of the City Representative, Trees Atlanta will keep a record of its plantings and care of all trees and will provide this information to the City. The City will have access to Trees Atlanta's tree planting records for the FYT Project. Trees Atlanta will utilize i-Tree to provide details related to the environmental benefits of the trees at maturation.

EXHIBIT B
PAYMENT TERMS

The maximum number of trees to be planted *[per annual term] [per Planting Season] [in any period of twelve (12) consecutive months] [during the first, second, third, or fourth twelve-month period of the term of this Agreement]* is two hundred (200) at a cost of \$250.00 per tree. The total annual maximum cost of tree planting under this Agreement is \$50,000.00.

Trees Atlanta's preferred payment method is via ACH, or automated clearinghouse. A City-issued check is an accepted form of payment. Trees Atlanta may submit a request for payment of fifty percent (50%) of the value of each Work Order upon signing to allow for purchase of trees and needed supplies for the Planting Season. Trees Atlanta may submit a second request for payment of twenty-five percent (25%) of each Work Order after submitting certification to the City Representative for the respective Planting Season, and after the City Representative's written confirmation that s/he has verified the exact number of trees that have been planted under each Work Order. Trees Atlanta may request an additional seventeen percent (17%) of each Work Order after completing the first year of maintenance for the respective Planting Season and a final payment of eight percent (8%) of each Work Order after completing the second year of maintenance for the applicable Planting Season.