



**SERVICE AGREEMENT
KEEP NORTH FULTON BEAUTIFUL, INC., D/B/A
KEEP SANDY SPRINGS BEAUTIFUL**

This Service Agreement ("Agreement") is made and entered into this 12th day of October 2012, by and between the CITY OF SANDY SPRINGS, GEORGIA ("City"), a municipal corporation existing under and pursuant to the laws of the State of Georgia, and KEEP NORTH FULTON BEAUTIFUL, INC ("KNFB"), a corporation created and existing pursuant to the laws of the State of Georgia,

WITNESSETH:

WHEREAS, KNFB is engaged in the business of performing, coordinating and managing a recycling center ("Recycling Center"); and

WHEREAS, KNFB wishes to perform, coordinate and manage Recycling Center events, programs, and services for the City; and

WHEREAS, the City has agreed to enter in this Agreement to allow KNFB to perform, coordinate and manage Recycling Center events, programs, and services on certain property located within the City; and

WHEREAS, KNFB is willing and able to render said events, programs, and services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

KNFB agrees to perform, coordinate and manage Recycling Center events ("Events"), programs ("Programs") and services in the City ("Services"), as set forth in the Statement of Work attached hereto as Exhibit "A." KNFB agrees to perform, coordinate and manage said Events, Programs, and Services substantially in the manner and to the extent set forth herein.

2. **License.**

KNFB is hereby granted a permit to conduct the Events, Programs, and Services described in this Agreement. KNFB shall be responsible for the coordination of any access or other

issues regarding Events, Programs, and Services. This permit shall constitute a mere right of use and no property interest shall be conveyed to KNFB pursuant to this provision.

3. **Compensation and Recordkeeping.**

a. **Compensation.** In consideration of time expended by KNFB and operating expenses in establishing and operating the Recycling Center and performing Events, Programs, and Services, the City will budget up to sixty thousand dollars (\$60,000.00) to assist in facilitating Events, Programs, and Services pursuant to the terms of this Agreement, as detailed in Exhibit "A" Sections A through H. Upon receipt of an invoice from KNFB detailing the services provided, the City will process four (4) payments annually upon the approval of the City Manager or his designee.

For the Household Hazardous Waste Event as detailed in Exhibit "A" Section I, the City shall reimburse KNFB for actual documented event expenses up to seventy-five thousand dollars (\$75,000).

b. **Recordkeeping.** KNFB agrees to institute and maintain for not less than three (3) years following the termination of this Agreement, such systems of bookkeeping and auditing as reasonably requested by the City Finance Department. KNFB shall further furnish to the City, at KNFB's sole expense and in form reasonably acceptable to the City, a report of an Event, Program, or Service no later than fifteen (15) days following the close of such Event, Program, or Service.

c. **Audit.** The records of an Event, Program, or Service performed under this Agreement shall be subject to audit by the City Finance Department at any time during reasonable business hours upon five (5) days notice.

4. **Relationship of Parties.**

Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and KNFB, or between the City and any of the vendors who shall operate at the Events, Programs, or Services. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and KNFB, or between the City, KNFB and any of the vendors who shall operate at the Events, Programs, or Services. It is expressly agreed that KNFB is acting as an independent contractor and not as an employee in providing Events, Programs, and Services under this Agreement.

5. **Term**

This Agreement shall be effective on the date of July 1, 2012 (the "Effective Date"). The term of the vendor's retention pursuant to this Agreement (the "Term") shall commence on the Effective Date for an initial term of twelve (12) months. Upon thirty (30) days written notice to Contactor, the City may, at its option, extend the Term of this Agreement for two (2) additional one (1) year terms.

6. **Termination.**

The City shall have the right to terminate this Agreement if KNFB is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of notice from the City specifying such default. "Default" shall mean:

a. If KNFB fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If KNFB shall have made any warranty or representation in connection with this 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.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, KNFB shall immediately terminate the operation of Events, Programs, and Services hereunder and shall deliver promptly to the City all City property delivered or obtained in furtherance of this Agreement.

8. Standard of Performance; Event Plans; Compliance with Applicable Laws.

a. Standard of Performance. KNFB warrants and represents that it possesses the skill, competence, and experience to undertake the obligations imposed by this Agreement. KNFB agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the operation of services required by this Agreement.

b. Event Plans. KNFB shall establish a plan for each Event, Program, or Service provided hereunder ("Event Plan") which shall be provided by KNFB as a material provision of KNFB's agreement with the City. Prior to the opening of the Event, Program, or Service, KNFB shall finalize said Event Plan and submit the same for approval to the City Manager or his designee. The Event, Program, or Service shall not go forward without the approval of the City Manager or his designee.

c. Compliance with Applicable Laws. KNFB warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, and permit requirements relating to the provision of Events, Programs, and Services to be provided by KNFB hereunder or which in any manner affect this Agreement including, but not limited to, the requirements set forth in the Georgia Security and Immigration Compliance Act, attached hereto as Exhibit "B", the Certification of Sponsor Drug Free Workplace, attached hereto as Exhibit "C", and any rules, regulations, requirements, or directions of the City as required in its Special Event Permit for all Waste Collection Events.

9. Conflicts of Interest.

KNFB warrants and represents that:

a. The operation of Events, Programs, and Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. It is not presently subject to any agreement with a competitor or with any other party that will prevent KNFB from performing in full accord with this Agreement; and

c. It is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that KNFB shall be free to accept other work during the Term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. **Proprietary Information.**

KNFB acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which KNFB has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). KNFB agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of KNFB under this section shall survive the termination of this Agreement.

11. **Indemnification.**

KNFB agrees to defend, indemnify and hold harmless the City, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by KNFB of its obligations under this Agreement.

12. **Insurance.**

During the Term of this Agreement, KNFB agrees to satisfy the insurance requirements set forth in Exhibit "D" attached hereto.

13. **Assignment.**

KNFB shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by KNFB without the prior express written approval of the City shall remain without force or effect and, at City's sole option, will serve to terminate this Agreement without any notice to KNFB of such termination.

14. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Road, Building 300
Suite 330
Sandy Springs, Georgia 30350

If to KNFB:

Kathy Reed
470 Morgan Falls Road
Sandy Springs, GA 30350

15. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

16. **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 thereof.

17. **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 enforceable in accordance with its terms.

18. **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 discussions, representations and understandings, whether oral or written.

19. **Counterparts.**

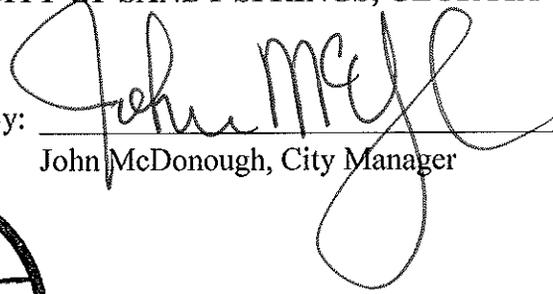
This Agreement may be executed in one (1) or more counterparts, all of which together shall be deemed to constitute one (1) and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: _____

John McDonough, City Manager



Attest:

Michael Casey, City Clerk



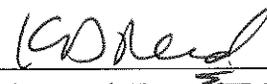
Approved as to form:

Assistant City Attorney

KEEP NORTH FULTON BEAUTIFUL, Inc., D/B/A
Keep Sandy Springs Beautiful

By: _____

Kathy Reed, Executive Director



Attest:

By: _____
Name: Rhavel D. Gonzalez
Title: Executive Assistant

EXHIBIT "A"

STATEMENT OF WORK

All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Service Agreement ("Agreement") between the City of Sandy Springs ("City") and Keep North Fulton Beautiful, Inc. ("KNFB"), of which this Exhibit is an integral part.

KNFB shall be responsible for all operations of the Recycling Center, Events, Programs, and Services performed in accordance with the requirements set forth in this Agreement including, but not limited to, the recruiting of vendors, establishing and enforcing all waste regulations, including space assignments, waste fee collection and general Event management.

Programs and Events::

- A. Bulky Recycling and Trash Collection Drives. This Program will allow proper disposal of large items. KNFB will hold four (4) or more drives throughout the year, each targeting a specific item such as appliances, bulky trash, furniture and household goods, electronics and other goods.
- B. Christmas Tree Disposal. "Bring One for the Chipper" provides residents with proper disposal of Christmas trees and will be held in January.
- C. Document Shredding. This Program is to assist in protecting individuals from identity theft by recycling paper goods and will be held two (2) times a year.
- D. River/Stream Cleanup. This Program will provide litter abatement, waterway cleanup and will contain an educational component and will be held once a year.
- E. Event Recycling. This Program will reduce solid waste materials such as aluminum and plastic and will be held ten (10) times per year.
- G. Community and Teacher Workshops. This Program will be conducted in support of NPDES and SWR initiatives, such as composting and/or rain barrel workshops, Project Wet workshops, teacher training-class workshops. Classes will be held five (5) times per year.
- H. Recycling Center Facilities. The operator of the Recycling Center shall maintain and operate community recycling drop off facilities and act as community resource for information on recycling. Recycling collection containers shall be available 24 hours per day, seven days per week on a year-round basis.
- I. Household Hazardous Waste Collection. As requested by the City, KNFB will perform a Household Hazardous Waste Collection Event as detailed below.

The Purpose of the Household Hazardous Waste Event shall be to:

- Enhance the quality of life in the City and surrounding communities by providing a safe, inviting and accessible place for residents to dispose of accumulated household hazardous waste.
- Provide hazardous waste disposal for residents on an as requested by the City basis.
- Provide an educational forum for consumers to learn about recycling and disposing of household products that contain corrosive, toxic, ignitable, or reactive ingredients that are considered to be Household Hazardous Waste. Household Hazardous Waste includes, but is not limited to, household products such as paints, cleaners, oils, batteries, and pesticides, that contain potentially hazardous ingredients requiring special care for disposal.

Items to be collected may include, but are not limited to:

- Indoor and outdoor paint, varnishes, stains, lacquers (10 gallon limit per vehicle)
- Solvents such as paint thinner, kerosene, acetone
- Motor oil, gasoline, anti-freeze
- Aerosols, pesticides and herbicides
- Batteries
- Propane tanks & fire extinguishers
- Items containing mercury such as thermometers and thermostats
- Televisions and electronics
- Smoke detectors
- In addition, the hazardous waste team will be prepared to dispose of a limited number of miscellaneous hazardous items, to address the common issue of residents bringing unplanned hazardous items not advertised as part of the program. There will be no charge to residents for any items collected.

The following items will not be collected:

- Needles, sharps or other medical waste
- Bio-hazardous waste
- Ammunition, weapons, or explosives
- Pressurized tanks with inoperable valves
- Pharmaceuticals
- Non-hazardous items

In cooperation with the City, KNFB (as Keep Sandy Springs Beautiful) shall manage the planning and execution of the Event, including:

- Publicity and promotion
- Event coordination and logistics, necessary supplies
- Securing a venue and managing relationship with venue management

- Securing vendors to handle various hazardous materials
- Pre-registration and fielding pre-event inquiries
- Securing, training, and supervising volunteers
- A public education component to raise awareness in the community about hazardous waste: alternative safer products, proper disposal methods, source reduction
- Distribution of NPDES related materials as provided by City, if desired

City Requirements: In addition to the other rules, regulations, requirements, and provisions as set forth in this Agreement, KNFB shall comply with the following:

1. Apply for a "Special Events Permit" from the City Revenue Department. The Special Events Permit shall be posted at greeting areas or main entrances at Events. Event producers should keep in mind they may be asked, by City staff, to show proof of the Special Events Permit during the Event.
2. Permits are required for temporary signs. No signs may be affixed to trees, buildings or street fixtures. Applications, including signage, must provide sign descriptions on the site plan to include the number of signs/banners, location, size and height of each sign or banner.
3. KNFB shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses. This may include licenses from the Georgia Department of Agriculture, U.S. Department of Agriculture, and local (city/county) or state health departments. Current licenses must be available for review at all times during Event or Program hours of operation.
4. Alcohol is prohibited on any City property.
5. Smoking is not permitted at an Event or Program.
6. KNFB shall provide a schedule of Events and Programs along with a site plan for the Event or Program which addresses: (a) the location of the Event or Program on the property; (b) features and attractions; (c) circulation; (d) proposed parking; (e) any proposed road closures; (f) location of waste disposal facilities; (g) restrooms; (h) access for the disabled; (i) location, size and number of any tents; (j) location, size, and description of any signage or banners.
8. KNFB shall provide security and/or traffic control at each Event or Program.
9. KNFB shall provide first-aid and medical services at each Event or Program.
10. Trash must be disposed of in approved containers. Event and Program cleanup is required. KNFB must clean the right-of-way or public property of all rubbish and debris, returning it to its pre-Event or pre-Program condition within 24 hours of the conclusion of any Event or Program. KNFB shall ensure that recycling of materials takes place for all Events related to refuse to the extent reasonably practical which shall include, but not be

limited to, the placement of recycling bins upon the site and the disposal of all recycled material.

11. KNFB shall be responsible for managing all facets of the recycling and hazardous waste collection Events and Programs. KNFB will enforce all vendor rules and regulations to ensure all vendors are treated in a manner consistent with the rules.

12. KNFB shall abide by state and federal laws prohibiting discrimination based on factors such as race, color, national origin, sex, marital status, sexual orientation, religion, age, receipt of government benefits, or physical or mental handicap in some situations.

13. KNFB shall not be excused from its duty to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. These events are defined to be strikes, riots, civil commotions, act of God, breakdowns of machinery, shortages of power, or drought.

14. KNFB electrical equipment must be pre-approved by the building and permitting department. KNFB shall be responsible for providing its own outdoor extension cords and mats to cover any and all portions of the cord that lie in any area utilized by KNFB customers.

15. KNFB shall remove its trash from City property at the end of the day. KNFB shall be responsible for on-site trash receptacles for customer and vendor use.

16. KNFB shall ensure that no soliciting by political, religious, or other "special" cause groups or individuals is permitted at any KNFB event sponsored, in whole or in part, by the City.

17. No person shall deface or damage the buildings, pavement, or other physical equipment at the Event or Program. Persons causing damage to such property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to, buildings, grounds, vehicles, and any other property owned and/or operated by KNFB.

18. Invoices shall be received from KNFB when the recycling and hazardous waste collection Events and Programs have been completed. The City will verify all invoices and pay in full according to its financial policy.

19. KNFB shall provide reports regarding all Events and Programs, as described below, as specified or requested by the City Manager or his designee.

Proposed Calendar of Events:

Year Round:

Operation of Recycling Center

July:

Bulky Items Drive: bicycles and lawn mowers
Planning for upcoming events and programs

August:

Event Recycling: National Night Out, Hammond Park
Community/Teacher Workshop

September:

Event Recycling: Sandy Springs Festival
Event Recycling: Leadership Sandy Springs Movies by Moonlight (x3)

October:

Household Hazardous Waste Collection Event
Community/Teacher Workshop

November:

America Recycles Day
Document Shredding Event
Electronics Recycling Event

December:

Bulky Items Drive: Books

January:

Bring One for the Chipper: Christmas Tree Recycling

February:

Community/Teacher Workshop
Bulky Items Drive: electronics

March:

Document Shredding Event
Great American Cleanup
Bulky Items Drive: trash
Volunteer groups and recycling center tours

April:

River/Stream Cleanup
Event Recycling: Volunteer for a Better Sandy Springs (x5)
Earth Day

Great American Cleanup
Volunteer groups and Recycling Center hours

May:

Event Recycling: bicycle race
Event Recycling: Concerts by the Spring (x2)
Great American Cleanup
Bulky Items Drive: furniture and household goods
Volunteer groups and Recycling Center tours

June:

Event Recycling: Concerts by the Spring (x3)
Community/Teacher Workshop
Bulky Recycling Drive: appliances and scrap steel

EXHIBIT "B"

CERTIFICATION OF CONTRACTOR

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of

KNFB, Inc., ("Contractor"), whose address is
470 Morgan Falls Rd. Sandy Springs, GA 30350

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: 12 Oct 2012 Signature: 
Title: Executive Director

EXHIBIT "C"

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of KNFB, Inc., ("Contractor"), whose address is 470 Morgan Falls Rd. Sandy Springs, GA 30350, 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, KNFB, Inc. 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:

Date: 12 Oct 2012 Signature: [Signature]
Title: Executive Director

EXHIBIT "D"

INSURANCE REQUIREMENTS

At all times that the Agreement is in force, KNFB 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:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,00,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
Owner's and Contractor's Protective
- (b) Blanket Contractual Liability
- (c) Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury Coverage

3. Automobile Liability

(a) \$1,000,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Agreement in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of KNFB's operations. Copies of the endorsements shall be furnished to the City prior to execution of the Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be

non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by KNFB's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.