

Phase VI

(2) Comprehensive Agreement Terms.

The scope of the comprehensive agreement shall include but not be limited to:

- (a) A thorough description of the duties of each party in the completion and operation of the qualifying project;
- (b) Dates and schedules for the completion of the qualifying project;
- (c) Any user fees, lease payments, or service payments as may be established by agreement of the parties, as well as any process for changing such fees or payments throughout the term of the agreement, and a copy of any service contract;
- (d) Any reimbursements to be paid to the local government for services provided by the local government;
- (e) A process for the review of plans and specifications for the qualifying project by the local government and approval by the local government if the plans and specifications conform to reasonable standards acceptable to the local government;
- (f) A process for the periodic and final inspection of the qualifying project by the local government to ensure that the private entity's activities are in accordance with the provisions of the comprehensive agreement;
- (g) Delivery of performance and payment bonds in the amounts required in AUGUSTA, GA Code Section(s) 36-91-70 and 36-91-90 and in a form acceptable to the local government for those components of the qualifying project that involve construction, and surety bonds, letters of credit, or other forms of security acceptable to the local government for other phases and components of the development of the qualifying project;
- (h) Submission of a policy or policies of public liability insurance, copies of which shall be filed with the local government accompanied by proofs of coverage, or self-insurance, each in form and amount satisfactory to the local government and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project;
- (i) A process for monitoring the practices of the private entity by the local government to ensure that the qualifying project is properly maintained;
- (j) The filing of appropriate financial statements to the local government on a periodic basis; and
- (k) Provisions governing the rights and responsibilities of the local government and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including conditions governing assumption of the duties and responsibilities of the private entity by the local government and the transfer or purchase of property or other interests of the private entity by the local government, including provisions compliant with state constitutional limitations on public debt by the local government. Such policies and procedures shall be consistent with OCGA § 36-91-116.

The comprehensive agreement may include such other terms and conditions that the local government determines will serve the public purpose of the PPFIA and to which the private entity and the local government mutually agree, including, without limitation, provisions regarding unavoidable delays and provisions where the authority and duties of the private entity under this article shall cease and the qualifying project is dedicated to the local government for public use.

Any changes in the terms of the comprehensive agreement, as may be agreed upon by the parties from time to time, shall be added to the comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development of phases or segments of the qualifying project.