



### *TERMS AND CONDITIONS for use of REACH*

By signing the required Agency Agreement for the use of the State Properties Commission's Real Estate and Asset Communication Hub (REACH), the State Entity (including its named Entity (or Sub-entity)) Submitter and its named Entity (or Sub-entity) Budget Submitter) hereby acknowledge their agreement to the following terms and conditions:

- 1) For any submission in REACH, the accessing Entity (or Sub-entity) Submitter or Entity (or Sub-entity) Budget Submitter affirms that he/she is authorized by his or her Entity Head to make requests to SPC in REACH and that all requirements for any Acquisition, Disposition (including any easement, revocable license, or fee simple conveyances), Executive Order Request, Certification of Ownership, new lease, or any request effecting an existing lease have been met.
- 2) The Entity is responsible for submission to SPC of a new Agency Agreement(s) should there be a change of designation of any Entity (or Sub-entity) Submitter and/or Entity (or Sub-entity) Budget Submitter.
- 3) The Entity and its designated submitters should not "share" passwords and access to REACH.
- 4) SPC and its respective officers and employees are relying wholly on each Entity (or Sub-entity) Submitter and each Entity (or Sub-entity) Budget Submitter for the accuracy and reliability of the information submitted, and SPC and its respective officers and employees expressly deny any warranty of the accuracy and reliability of the information hereby submitted in REACH unless such information is entered by SPC itself.
- 5) Incomplete, inaccurate, or untimely submission of information may result in the delay or cancellation/termination of a request in REACH.
- 6) Acceptance by SPC staff of an Entity's request submitted in REACH does not warrant or guarantee that the request will ultimately be approved by SPC's governing board, if such approval is required, or that any requested transaction will be completed; depending on the information provided by the Entity for any request and any developing circumstances, such request may ultimately be terminated.
- 7) Any requested action(s) submitted in REACH which will require approval from the Governor, General Assembly, State Property Officer, and/or SPC governing board, or a combination thereof, shall not be authorized for execution by the State Entity or SPC staff prior to the necessary approval(s) being obtained.
- 8) Any submission in REACH obligates the requesting Entity for the payment of any actual fees and expenses incurred for Appraisals, Surveys, Environmental Reports (Phase I and/or Phase II), GEPA Checklist, and any additional fees and expenses associated with title clearing or real estate closings.

- 9) All due diligence required to be submitted to SPC in REACH will follow SPC standards which can be found at <https://gspc.georgia.gov/land-acquisition-and-disposition>.
- 10) Pursuant to O.C.G.A. § 45-15-4, any requests for the Attorney General to select and employ private counsel (Special Assistant Attorney General, "SAAG") to assist the Law Department in a matter which has been submitted in REACH obligates the submitting Entity to reimburse the Department of Law promptly for the fees and expenses to be incurred.
- 11) Funding for Acquisitions, including approval of any grants, must be secured by the submitting Entity prior to the submission in REACH. Failure to secure funding and approvals may result in the delay or cancellation/termination of a request.
- 12) Securing funding for new lease, relocation, renewal, and relocation requests is the responsibility of the requesting Entity. Securing funding for, ordering, and managing the processes related to moving expenses, telecommunication expenses, non-construction capital costs, including but not limited to furniture, fixtures, equipment, voice and data cabling, and security systems and cameras, for leased space are the responsibility of the requesting Entity, and these expenses will not be negotiated within the lease as real estate costs.
- 13) Acquisition requests must be submitted in REACH not less than twenty-one (21) days prior to the date of any scheduled meeting of the governing board of SPC.
- 14) In accordance with OCGA §50-16-41, the State Properties Commission (SPC) is authorized to manage the utilization of administrative space by state entities. Such authority includes the ability to manage any space rented or leased from any public or private entity, assign and reassign leased spaces based on the needs of the State, and enter into any necessary agreements concerning leased space, and adopt rules and regulations to carry out its leasing authority.
- 15) Although an Entity or its staff may identify potential leased property options, neither the Entity nor its staff can communicate with a landlord in regard to space needs or attempt to negotiate lease terms, including, but not limited to, rent amounts, number of lease years, renewal options, initial build-out, and space reconfiguration/renovation needs. I understand that my agency may not tour potential leased properties that have not been scheduled and /or authorized by SPC.
- 16) My agency will not move into leased space without an approved SPC program, State Fire Marshal design review approval, State Fire Marshal inspection, and a State of Georgia Certificate of Occupancy.
- 17) New lease requests take approximately 9-12 months to program, locate new space, negotiate deal terms, obtain the necessary approvals, execute the lease and sublease, build out the new space, and move in.
- 18) For any lease entered into and executed by SPC on behalf of the State Entity, the State Entity shall execute a SPC sublease agreement in such form as drafted and approved by the Attorney General's office.
- 19) For any lease with renewal options remaining to extend the lease term, the failure by a State Entity to submit a non-renewal request in REACH prior to May 1<sup>st</sup> of each year may result in the State Properties Commission exercising a renewal option as provided in the lease. Upon the exercise of the renewal option(s), the term of such lease shall be renewed without the necessity of any further writing between State Properties Commission and the State Entity.

- 20) I have read, understand and agree to follow the SPC policies which are located on the SPC website.
- 21) An Entity is not entitled to make more than 2 revisions to the SPC program, lease budget summary, test fit, and design intent drawings. Additional changes may result in termination or cancellation of an Entity's request.
- 22) SPC may take an action on an Entity's behalf should such action be deemed in the best interests of the State.

The State Properties Commission, in its sole discretion, reserves the right to modify, change, or edit the foregoing terms and conditions. The Entity, including its named submitters, shall be responsible for reviewing the terms and conditions on a regular basis.