

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “**MOU**”) is made and entered into and effective as of the 21st day of June, 2021 by and between **PWRE2 DOBBS APARTMENTS, LLC**, a Georgia limited liability company (“**Owner**”) and **THE CITY OF EAST POINT**, a municipal corporation (“**East Point**”)

WHEREAS Owner is the owner of a multi-family apartment complex located at 3072 Washington Road, East Point, Georgia 30344 and commonly known as “**Brookfield Apartments**” (the “**Development**”);

WHEREAS East Point employs various persons to perform various public safety functions to the general public;

WHEREAS Owner desires to make available, upon the terms and conditions herein, up to eight (8) units in the Development rent-free to certain qualified public service personnel for housing;

WHEREAS Parties shall enjoy a benefit from Owners providing housing to East Point public service personnel as set forth herein, and that Owners shall enjoy the benefit of having East Point Public Safety Personnel on property as tenants to further deter any potential criminal activity thereon.

NOW, THEREFORE, the parties do hereby resolve and agree as follows:

- 1) Recitals. The recitals above are incorporated into the body of this MOU by this reference and made a part hereof as if fully set forth herein.
- 2) Units. During the Term (as hereinafter defined), Owner agrees to make available up to eight (8) rental units in the Development within the building referred to as “**Building K**” (each such available unit, a “**Unit**”) to current uniformed officers in good standing of the police Department of East Point and/or employees of the Fire Department of East Point (collectively, “**Public Safety Workers**”). So long as there are eight (8) Units available, six (6) shall be available for uniformed officers of the East Point Police Department and two (2) shall be available for employees of the East Point Fire Department. In the event that the City is not able to place employees of the East Point Fire Department in the two (2) Units designated for such occupancy, and so long as those two (2) Units are available, they shall be made available to uniformed officers of the East Point Police Department. In the event that the City is not able to place more than two (2) Qualified PSWs in the available Units, then only one Unit shall be available to employees of the East Point Fire Department.
- 3) Term. The Term of this MOU shall commence on the date hereof and shall terminate on the date thirty-six (36) months thereafter (the “**Term**”). Notwithstanding the forgoing or

anything herein to the contrary, either party can terminate this MOU by giving not less than sixty (60) days' written notice to the other party. Upon receipt of such a termination notice, the Term hereof shall automatically terminate sixty (60) days thereafter and this MOU shall be of no further force and effect. Qualified PSWs occupying Units shall, upon either party's receipt of termination notice of this MOU, receive lease termination notice that shall provide the option to rent the Unit for market rate plus utilities for that Unit. An addendum of this term shall be placed in each tenant's lease as a provision of Notice.

4) Procedure to Qualify as a Unit. Promptly after the effective date hereof, East Point shall refer in writing up to eight (8) Public Safety Workers to Owner as Public Safety Workers pursuant to this MOU (each identified person, a "**Qualified PSW**"). East Point shall make substantial efforts to identify and refer Qualified PSWs to occupy the units. East Point shall authorize its Police Department personnel to, at any time, provide employment status of any Public Safety Worker occupying a Unit upon request by Owner or its representatives. In the event that any individual who has been provided a Unit by Owner as contemplated herein ceases to be a Public Safety Worker with the City of East Point, Georgia, nothing herein is intended to prohibit Owner from charging market rent to any Public Safety Worker who is not a Qualified PSW during the Term. Owner shall not charge any Qualified PSW base monthly rent during the Term of this MOU.

5) Reduction in Number of Units. Owner shall have the right to reduce the number of Units made available to Qualified PSWs subject to the following:

A) On the date twelve (12) months after the effective date hereof, Owner may change the number of Units available to Qualified PSWs to not less than four (4) and not more than six (6). In addition, the ratio of Units made available to current uniformed officers of the East Point Police Department and employees of the East Point Fire Department may be modified. All changes are contingent on the outcome of the following review process:

i) A panel ("Panel") comprised of the City of East Point Solicitor General or his designee, a representative of Owner, and a representative of the Development's property management company will evaluate the reduction in criminal activity at the Development and overall effectiveness of the program. Upon such evaluation, Panel shall conduct a vote to determine each of the following:

(a) The reduction of Units available to Qualified PSWs to not less than four (4) and not more than (6).

(b) The ratio of Units made available to East Point Police officers and East Point Fire Department employees, however, should Owner exercise its discretion, as stated herein, to reduce the number of Units available to two (2) on the date twenty-four (24) months after the effective date hereof, those Units shall include one East Point Police Department officer.

B) On the date twenty-four (24) months after the effective date hereof, Owner shall, in its sole discretion, reduce the number of Units available to not less than two (2).

C) In the event that Owner determines that a Qualified PSW ceases to be a Qualified PSW, East Point shall promptly identify to Owner in writing a replacement Qualified PSW as available. In the event that any Unit is unoccupied by a Qualified PSW for three (3) consecutive months, then Owner may, in its sole discretion convert and rent said vacant unit to a tenant at market rate.

6) Payment of Utilities. For Each Qualified PSW, East Point shall timely pay the monthly electric, water, and sewer fee as articulated in the Qualified PSW's individual lease agreement. The monthly electric, water, and sewer fees articulated in the Qualified PSW's individual lease shall be fully consistent with the electric, water, and sewer fees associated with the Development's standard lease agreement.

7) Authorization of Patrol Cars. During the Term, East Point (i) shall provide, at all times, one (1) marked and fully operational City of East Point Police Department vehicle and one (1) City of East Point Fire Department vehicle at the development, and the East Point Police Department Vehicle shall drive around the Development no less than two (2) times daily and, to the extent feasible, two (2) times during nighttime hours. The City shall be responsible for coordination of providing the vehicles on the premises and the Qualified PSW responsible for the vehicle while it is on the premises.

8) Authorization of Patrolling the Development. To the extent any authorization or consent of East Point is required to allow any East Point Police officer to patrol the Development when not on duty, such authorization and consent is hereby given. It is acknowledged and agreed that Owner, as a condition of its lease with any Qualified PSW, may require the following "off-duty" patrol activities of the Development by police officers while in uniform, , East Point hereby consenting to same.

A) Patrol the community twice each 24-hour period, once by foot and once by City of East Point Police Department vehicle, and provide logs of the patrols. Said patrols shall be no less than 30 (thirty) minutes to ensure the benefit of visibility of officers in the community. Said patrols shall focus on evenings and weekends.

B) Document any unusual or suspicious activity that may be a breach of community policies and/or laws to include, but not limited to parties, drug complaints, loitering, vandalizing, illegal or suspicious activity and/or lease violations.

C) Warn or report any people at the Development that are violating community rules.

D) If anyone is observed to be engaging in any type of suspected criminal activity on the premises, contact local authorities and then management.

E) Initiate action to calm any disturbances observed.

F) The Qualified PSW will remain On-Call through our resident app. Should an officer be unavailable, he/she is to ensure someone can respond or be dispatched to assist with any property safety needs.

G) The Qualified PSW shall not disclose anything with any residents related to public safety including, but not limited to, patrol findings or situations, criminal activity, police or incident reports, disturbances or complaints, security footage or pictures, etc.

H) Report and document any lighting concerns in community determined during patrol including, but not limited to pole lights, exterior building lights, and all common areas.

I) Officer shall conduct himself/herself and handle all matters in a professional manner and avoid fraternizing with the residents and/or staff of the community.

It is further agreed by the parties that the Service provided by the Qualified PSW is in exchange for free rent on the Development. The Owner shall identify and specify in its lease, a provision which notifies the Qualified PSW that the Service provided is in exchange for free rent, and that said service shall not entitle the Qualified PSW to any overtime or extended benefit as if they were on duty, and a copy of all lease agreements with the Qualified PSW shall be immediately provided to the City of East Point, Ga. To be maintained in normal course of action.

9) Authorization of Other Public Safety Activities. To the extent any authorization or consent of East Point is required to allow any “off-duty” East Point Fire Department employee or “off-duty” East Point Police officer to participate in public safety activities at the Development, including, but not limited to health and safety workshops, identifying life safety issues at the Development, and performing Emergency Medical Technician services on site, such authorization and consent is hereby given. It is acknowledged and agreed that Owner, as a condition of its lease with any Qualified PSW, may require these public safety activities, East Point hereby consenting to same. It is further agreed by the parties that the Service provided by the Qualified PSW is in exchange for free rent on the Development. The Owner shall identify and specify in its lease, a provision which notifies the Qualified PSW that the Service provided is in exchange for free rent, and that said service shall not entitle the Qualified PSW to any overtime or extended benefit as if they were on duty, and a copy of all lease agreements with the Qualified PSW shall be immediately provided to the City of East Point, Ga. To be maintained in normal course of action.

10) Lease for Unit. Each Qualified PSW occupying a Unit will be subject to an individual lease agreement. Such lease agreement may require the performance of certain “off-duty” activities consistent with their skills and training as a condition of a Qualified PSW’s individual lease agreement. To the extent the Qualified PSW has access to a cellular telephone capable of

downloading an application that facilitates communication between the management company and the Qualified PSW, the Qualified PSW shall maintain the application on their cellular telephone and respond to communications on the application within a reasonable amount of time. Any Qualified PSW, shall, as a condition of its lease, document and notify the management company of any public safety incident they have identified while at the Development. Any Qualified PSW, as a condition of its lease with Owner, shall not sublease the Unit to another party at any time. Each Qualified PSW shall be responsible for paying utility costs outside of electric, water, and sewer associated with the leased Unit. Utility costs paid by the Qualified PSW shall be fully consistent with the utility costs associated with the Development's standard lease agreement. Owner may proceed with lease termination proceedings should the Qualified PSW violate the terms of their lease. Except as otherwise provided herein, each Qualified PSW is subject to the same screening requirements and lease terms as all other residents of the Development, including, but not limited to, background checks, credit checks, income verification, and Development rules and regulations. Should a Qualified PSW not meet the standard requirements for tenancy at the Development, they shall not be eligible for a Unit.


11) Development Safety Obligations. Owner shall, for the first ninety (90) days after this MOU is fully executed, provide private security at the development from 6pm through 12am daily. Owner shall maintain the access gate to the Development in working order. Should the access gate become inoperable, Owner or its management company shall take immediate action to schedule service to the access gate. If the access gate is not serviced forty-eight (48) hours from the time Owner or its management company is notified in writing of the inoperability of the gate by a qualified PSW, Owner shall provide armed security at the gate until the gate is serviced and repaired.

12) Miscellaneous. This MOU contains all of the terms and conditions agreed upon between the parties with respect to the subject matter hereof. This MOU shall not be modified except by written instrument executed and delivered by the parties hereto. For any and all purposes, this MOU is governed by and controlled in accordance with the laws of the State of Georgia and the United States of America which apply to it. Time is of the essence of this MOU. Every provision of this MOU is intended to be severable. If any term of this MOU is illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability does not affect the validity of the remainder of this MOU. This MOU may be executed in multiple counterparts. The signature of any party hereto that is transmitted to any other party via PDF shall be deemed for all purposes to be an original signature. The terms and conditions hereof inure to the benefit of and are binding upon the parties to this MOU and their respective successors, assigns, heirs and legal representatives.

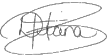
[Signatures Appear On The Following Page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**PWRE2 Dobbs Apartments, LLC,**  
a Georgia limited liability company

By:   
Name: Mark A. M...  
Title: Mark A. M...

**THE CITY OF EAST POINT**

By:   
Name: Deana Holiday Ingraham  
Title: Mayor

Attest: Keshia McCullough  
Its: City Clerk