

WAIVER OF CONFLICT

WHEREAS, THE CITY OF MILTON, GEORGIA (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Parties entered into a Service Level Agreement with E.M.S. Ventures, Inc. doing business as American Medical Response (“AMR”) dated June 27, 2024, which included an option to implement a medical response unit; and

WHEREAS, Milton and Alpharetta have an interest in preparing and approving a Vehicle Use Agreement with AMR to implement a medical response unit (the “Agreement”); and

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP’s representation of both Parties regarding the Agreement is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between the Parties and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties' best interests, in connection with the Agreement.

NOW THEREFORE, in light of the above, the governing bodies of Milton and Alpharetta, having considered these issues, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of these potential conflict.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Alpharetta were provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the Parties with respect to the Agreement.

(signature page follows)

Effective between the Parties this _____ day of _____, 2025.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Tammy Lowit, City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Lauren Shapiro, City Clerk

[AFFIX SEAL]