



Mayor & City Council

Regular Session Meeting

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

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~ Agenda ~

Monday, June 15, 2020 **7:30 PM** **Council Chambers**

1. Opening Ceremonies
 - A. ***Pledge Of Allegiance***
 - B. ***Invocation***
2. Additions, Deletions, Amendments, or Changes to the Agenda
3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated June 1, 2020

ACTION:

B. Approval of Workshop Session Minutes dated June 1, 2020.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a Proclamation designating June-14-20, 2020 as “National Waste & Recycling Workers Week” in the City of College Park. See attached Proclamation.

5. Remarks of Citizens
6. Other Business

A. Consideration of and action on a request from the Greta Lewis Lupus Foundation (GLLF) to hold a Lupus Awareness Walk and gathering on Saturday, July 18, 2020 from 8:00 a.m. until 3:00 p.m. in front of the College Park gymnasium. See memorandum dated June 10, 2020 from City Manager Terrence R. Moore. Also, see attached City of College Park Special Event Form, letter dated June 11, 2020 from Hillman B2 Events & Promotions Founder Christopher Bryant, gathering site plan and liability insurance information.

ACTION:

- B. Follow-up presentation by IGNITE College Park Community Oriented Resource Center Project requesting financial support by CEO of Adullam Ministries, Inc. Jamelle McKenzie. See memorandum dated June 9, 2020 from City Manager Terrence R. Moore. Also, see attached PowerPoint presentation. This item was considered during the June 1, 2020 Workshop Session.

ACTION:

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- C. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated June 10, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.
 - D. Quarterly Discretionary Balance Report for the Mayor and each City Council Member. See memorandum dated June 10, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

- A. Public Hearing to receive comments on the proposed Fiscal Year 2020-2021 budget. This is the second of two public hearings scheduled to receive public comments. The first hearing was held on Monday, June 1, 2020. See memorandum dated June 11, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

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- B. Public Hearing to adopt the Fiscal Year 2020-2021 budget. Public Hearings were held June 1 and June 15, 2020 to receive public comments. See memorandum dated June 11, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached City of College Park Resolution No. 2020-10.

ACTION:

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- C. Consideration of and action on a request to set a Public Hearing to consider the rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District. A Public Hearing date of July 20, 2020 is recommended. See memorandum dated June 10, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Wards 1 and 2.

ACTION:

8. Annual Contracts

- A. City Judge. See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- B. City Judge Pro Tempore. See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Agreements. This is a budgeted item.

ACTION:

- C. City Solicitor. See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- D. City Solicitor (Part-Time). See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- E. Public Defender. See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Professional Services Agreement. This is a budgeted item.

ACTION:

- F. City Planner. See memorandum dated June 5, 2020 from City Manager Terrence R. Moore and a copy of the proposed Professional Services Agreement. This is a budgeted item.

ACTION:

- G. City Photography. See memorandum dated June 6, 2020 from City Manager Terrence R. Moore and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- H. Stenography Services. See memorandum dated June 10, 2020 from Interim City Clerk Shavala Moore and a copy of the proposed agreement. This is a budgeted item.

ACTION:

- I. Vehicle Maintenance Services. See memorandum dated June 6, 2019 from City Manager Terrence R. Moore and a copy of the proposed agreement. This is a budgeted item.

ACTION:

- J. City Attorney. See memorandum dated June 9, 2020 from City Manager Terrence R. Moore. This is a budgeted item.

ACTION:

9. Bids, Change Order Requests and Contracts

- A. Consideration of property and casualty insurance renewal. See memorandum dated June 3, 2020 from Director of Human Resources & Risk Management Chris Cook. Also, see attached background information.

ACTION:

- B. Consideration of and action on bids received for the annual power line right-of-way tree trimming contractor. See memorandum dated June 2, 2020 from Power Director Hugh Richardson recommending W. A. Kendall bid in the amount of \$140.49 per crew hour. Also, see attached bid matrix, supporting documentation and proposed contract. This is a budgeted item.

ACTION:

- C. Consideration of and action on bids received for the annual power line construction contractor. See memorandum dated June 3, 2020 from Power Director Hugh Richardson

recommending Prosource Utility Contractors, LLC for their low hourly pricing bid of \$735,384 for anticipated underground and overhead projects. Also, see attached bid matrix, supporting documentation and proposed contract. This is a budgeted item.

ACTION:

D. Consideration of and action on a request for approval to proceed with the installation of new carpeting for the International Ballroom at the Georgia International Convention Center. See memorandum dated June 7, 2020 from Executive Director Mercedes Miller recommending Vision Installations in the amount of \$121,475. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

E. Consideration of and action on a request for approval to renew Amadeus HRM subscription, the licensure provider that enables GICC Sales and Operations Department users to access the Delphi meeting software. Amadeus also provides storage for the data. See memorandum dated June 7, 2020 from Executive Director Mercedes Miller recommending approval in the amount of \$52,740. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

F. Consideration of and action on a request for approval of a one year contract extension for audio visual services at the Georgia International Convention Center. See memorandum dated June 7, 2020 from Executive Director Mercedes Miller recommending extension of the contract with OnEvent Services (On Site). Also, see attached proposed agreement. This is a budgeted item.

ACTION:

G. Considerations regarding the prioritization of Community Development Block Grant (CDBG) funds as approved by the Fulton County Board of Commissioners. See memorandum dated June 9, 2020 from Special Projects Administrator Jackson Myers.

ACTION:

- H. Consideration of and action on a request for approval to purchase a replacement vehicle for the College Park Police Department Criminal Investigations Division. See memorandum dated June 9, 2020 from Police Chief Ferman Williford recommending Kia Motors America, Inc. in the amount of \$25,918.00 (state contract pricing). Also, see attached supporting documentation. This is a budgeted item.

ACTION:

10. Unfinished (Old) Business

- A. Consideration of adopting a logo for the Six West development. See memorandum dated June 11, 2020 from Economic Development Director Artie Jones, III recommending formal adoption of a logo. Also, see attached supporting documentation. This item was deferred during the June 1, 2020 Regular Session.

ACTION:

11. New Business

12. City Attorney's Report

13. City Manager's Report

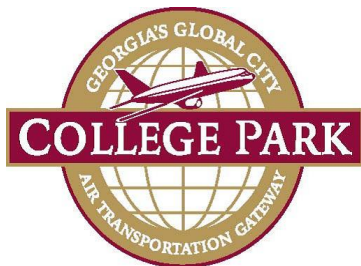
- A. Discussion and update on top ten delinquent property tax payers. See memorandum dated June 10, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**
- B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated June 10, 2020 from the Director of Finance & Accounting, Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**

14. Report of Mayor and Council

15. Executive Session

16. Approval of Executive Session Minutes

17. Adjournment



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8199

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Regular Session Minutes dated June 1, 2020

Regular Session Minutes dated June 1, 2020.

Thank you.

ATTACHMENTS:

- RS060120 (DOC)

Review:

- Shavala Moore Completed 06/10/2020 1:48 PM
- Rosylne Robinson Completed 06/10/2020 1:53 PM
- Terrence R. Moore Completed 06/10/2020 6:42 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
JUNE 1, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain Walker.

2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.

3. Presentation Of Minutes Of City Council.

A. Regular Session held May 18, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated May 18, 2020, with corrections, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

Packet Page 17, Line 524 - s/b "...up to Harvard..." not "...up Harvard..."

Packet Page 8, Line 98 - s/b "...Selissa..." not "...Lisa..."

B. Workshop Session held May 18, 2020.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated May 18, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

C. Budget Session held April 22, 2020.

ACTION: Councilman Clay moved to approve Budget Session dated April 22, 2020, with corrections, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

Packet Page 47, Line 648 - s/b "...tie..." not "...tied..."

47 D. Budget Session held April 29, 2020.

48
49 **ACTION:** Councilman Clay moved to approve Budget Session dated April 29, 2020, as
50 presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

51
52 E. Budget Session held May 6, 2020.

53
54 **ACTION:** Councilman Clay moved to approve Budget Session dated May 6, 2020, as
55 presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

56
57 4. Proclamations, Resolutions, Plaques, And Announcements. None.

58
59 5. Remarks Of Citizens.

60
61 a. City Clerk Shavala Moore read Ms. Audrey Wilson's comments into the record. Ms.
62 Wilson is in favor of continued City funding support for IGNITE.

63
64 b. City Clerk Shavala Moore read Dr. Leithea Williams' comments into the record, 2415
65 Misty Hollow Place at Oxford Walk, College Park, Georgia. Dr. Leithea would like for
66 Mayor & Council to consider throwing your political support to IGNITE's
67 organization. Thank you.

68
69 c. City Clerk Shavala Moore read Ms. Sagan Toussaint's comments into the record.
70 College Park needs IGNITE. IGNITE helped me with food, a roof, assisted with
71 transportation, and employment. Covid-19 is leaving a trail of depleted families that
72 were already suffering through these times. Please help IGNITE to help us and our
73 community.

74
75 d. City Clerk Shavala Moore read April Wyatt's comments into the record, 4173
76 Fredricksburg Drive, College Park, Georgia. Since the grand opening of IGNITE, I
77 have served as a volunteer in different capacities. I have witnessed needs being met
78 from time to time on multiple levels and occasions. Educational classes have been held.
79 I want to encourage our elective body to continue to assist the less fortunate. I am
80 thankful for what you have done in the past and mighty grateful for what will transpire
81 in the future.

82
83 e. City Clerk Shavala Moore read Kathleen McQueen's comments into the record, 1965
84 Lyle Avenue, College Park, Georgia. My concern is speeding past my home. I have
85 also noticed large trucks driving down our street. Since Covid-19 it has been nice seeing
86 families walking. This has been a concern. Is there a way the police can patrol for
87 speeders periodically on Virginia and Lyle? I understand we are in trying times, and our
88 police are over-tasked. If not now, maybe traffic on Lyle Avenue can be addressed.
89 Bikes might add a cost-effective option in lieu of a police car. I appreciate your time
90 and hope you are doing your self-care in this current environment. You are faced with
91 so many challenges. Thank you for your time.

93 6. Other Business.

94

95 A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
96 related software. NO ACTION TAKEN.

97

98 Director of Power Hugh Richardson gave a power point update on the AMI System, to
99 include meter performance and endpoints.

100

101 Mayor Motley Broom asked, any questions?

102

103 Councilman Clay said I asked power why we could not be replacing more of the meters each
104 month. And I know we have a Covid-19 situation, but it seems we could do more than what
105 we were doing. And he replied, actually we are able to replace the electronics portion of the
106 old meters without having to replace the whole meter, and that should save us some money
107 for one thing; is that right Mike?

108

109 Director of Public Works Mike Mason said yes, sir, on the commercial side. We have been
110 replacing the meters when we get the work order from Customer Service. As we get them
111 in, we have been getting them done per month. And then the meter reader finds them and
112 turns that over to Customer Service, and then we would get that information.

113

114 Councilman Clay said you have the ability for staff to go ahead and replace them at a larger
115 rate each month.

116

117 Director of Public Works Mike Mason said yes, sir.

118

119 Councilman Clay said that's good to hear. We are getting better and better.

120

121 Mayor Motley Broom asked, any other questions or comments?

122

123 There were no further comments made.

124

125 B. Discussion and update on recently adopted ordinances and resolutions. NO ACTION
126 TAKEN.

127

128 Mayor Motley Broom asked City Clerk Shavala Moore, is there anything to discuss on B?

129

130 City Clerk Shavala Moore said no.

131

132 7. Public Hearings.

133

134 A. Public Hearing to receive comments on the proposed Fiscal Year 2020-2021 budget.
135 This is the first of two public hearings scheduled to receive public comments. The
136 second will be held on June 15, 2020. NO ACTION TAKEN.

137

138 Mayor Motley Broom said this is the first of two public hearings for the proposed budget.
139 The next public hearing will be held on June 15, 2020.
140

141 City Manager Terrence Moore said just to reiterate a bit. First of all, this was a very
142 involved proposed budget process, necessitating additional budget workshop meetings with
143 Mayor & City Council and the public as a whole. Much of this was a function of the
144 adverse economic impacts resulting from the Covid-19 pandemic, necessitating City
145 Manager and Finance & Accounting to work with staff to reevaluate expenditures and
146 forecasts as best we could.
147

148 City Manager Terrence Moore continued to say, prior to taking on adverse economic
149 impacts as I just discussed, what was initially being contemplated was a total fund budget
150 recommendation of \$144,232,917.00. The recommendation, and again, this is a moving
151 target, is down to \$129,962,183.00. As we enter the new fiscal year, we anticipate monthly,
152 if not bi-monthly, the opportunity for City Administration to work with Mayor & Council to
153 reevaluate revenue and expenditure forecasts as we continue to thoroughly monitor
154 economic conditions resulting from the adverse affects I just discussed a while ago. This
155 also includes the necessity to engage in projections in different categories for the upcoming
156 fiscal year, as well as for next year to 2 years. And there will be some results and
157 recommendations made in that regard.
158

159 City Manager Terrence Moore said the aforementioned \$129,962,183.00 is just a start, so we
160 can legally present a proposed budget consideration. Yet, at the same time, this is not the
161 end of it. This is as solid as we can get, taking under consideration all the points that have
162 been raised via the aforementioned budget workshop meeting schedule since April into the
163 early part of May. However, given the current state of affairs, there will be more to come as
164 we pick up the new fiscal year. With that, ladies and gentlemen, I yield.
165

166 Mayor Motley Broom said we have an opportunity for the public to comment regarding the
167 budget. You need to be logged in to the Zoom Meeting. I believe that was posted, and help
168 me City Clerk.
169

170 City Clerk Shavala Moore said it is posted under Council Meeting on the website and on the
171 agenda itself.
172

173 Mayor Motley Broom said if you wish to make a comment, we will give you a couple of
174 minutes here to log on, but I will go ahead and declare the public hearing open.
175

176 Mayor Motley Broom declared the public hearing open. If you wish to make a comment, go
177 to the bottom of the page and raise your hand.
178

179 Mr. Stanley Muhammad said I do not see anything in the budget that addresses the poor and
180 disenfranchised of this city. I actually gave a wonderful solution to this problem, Project
181 Torchlight. My Councilman, Councilman Gay, is familiar with it. Mr. Taylor who said he
182 will support it, never did. This is a great atrocity because we are in an hour now that Covid-

183 19 has compounded the problem. What are you going to do Mayor, who I voted for? What
184 do we have in the budget to lift the poor and the disenfranchised in our city?
185

186 Mayor Motley Broom asked, does anyone else have any public comment?
187

188 Ms. Jefferson said I am concerned about the preferential treatment of the budget serving the
189 different wards. I have a background of executive finance experience. And the two
190 questions when you are handling the infrastructure of budgets of the magnitudes that I
191 handled, there are 2 questions that are asked. What is the accessibility of the budget? And
192 what is the impact? So, I would challenge the Mayor & Council to propose a balanced
193 budget system by allowing each council member to submit a progressive report of how the
194 budget is accessible to their specific wards. So that, at the end of the year, we can truly say
195 that each ward and all of the residents have been serviced appropriately, and this budget has
196 been accessible concerning constraints, or improvements, or just the improvement of the
197 quality of living throughout the City of College Park. I think there is a disparity with the last
198 administration that there has been preferential treatment towards Wards 1 and 3, and
199 Wards 2 and 4 have been adversely impacted by it.
200

201 Ms. Jefferson further said we can challenge ourselves to open up restaurants. You can
202 access your rooftops. It takes a little further depth and a little more research to look at
203 improvements that can be done and how cost savings can be created. Have council
204 members supply a progress report. Other than that, great job.
205

206 Merri Sheffield, 3366 College Street, College Park, Ga., said we have to make sure that
207 everyone is counted in the Census. That is going to be the only way to capture funding that
208 we need to have for the future to fill in some of these gaps. Right now, we have some areas
209 that are way behind. Other resources will be available to us in the middle of June. We need
210 to make sure that we seek out every possibility for additional funding that has not been
211 considered, and continue to bite the bullet.
212

213 Mayor Motley Broom asked, anyone else?
214

215 There were no further comments made.
216

217 Mayor Motley Broom declared the public hearing closed.
218

219 8. Bids, Change Order Requests And Contracts.
220

221 A. Consideration of and action on a request for approval of the 2020 Special Purpose Local
222 Option Sales Tax (SPLOST) Intergovernmental Agreement (IGA) between the City of
223 College Park, Clayton County, and all municipalities located in Clayton County.
224

225 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle
226 Matricardi on the 2020 Special Purpose Local Option Sales Tax (SPLOST)
227 Intergovernmental Agreement (IGA) between the City of College Park, Clayton

228 County, and all municipalities located in Clayton County, seconded by Councilman
229 Taylor and motion carried. (All Voted Yes).

230

231 B. Consideration of and action on a request for approval to renew coverage of all Cisco
232 Smartnet network and voice equipment/software with Encore Technology Group.

233

234 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
235 Michael Hicks to renew coverage of all Cisco Smartnet network and voice
236 equipment/software with Encore Technology Group, seconded by Councilman
237 Allen and motion carried. (All Voted Yes).

238

239 C. Consideration of and action on a request for approval to purchase replacement Mobile
240 Video Camera Systems for seven (7) patrol cars.

241

242 **ACTION:** Councilman Clay moved to approve a request from Chief of Police Ferman
243 Williford to purchase replacement Mobile Video Camera Systems for seven (7)
244 patrol cars, seconded by Councilman Taylor and motion carried. (All Voted Yes).

245

246 9. Unfinished (Old) Business.

247

248 A. Mayor & Council's discussion and consideration in appointing an At-Large College
249 Park Business and Industrial Development Authority Board Member. This item was
250 deferred during the May 18, 2020 Regular Session Meeting.

251

252 Director of Economic Development Artie Jones said there is a vacancy on the BIDA Board
253 for the At-Large Board Member. We have come up with a list of 9 individuals interested in
254 serving on BIDA. Most who have applied have provided background forms, but that was
255 nothing to disqualify an individual from applying for the position. Six background check
256 forms were completed. Eight of the 9 individuals have actually lived here, and they are here
257 to address any questions you might have. Also, on the line is Mr. Dan Lee (BIDA's
258 Attorney), if you should have any questions.

259

260 Councilman Gay asked, what are you asking us to do tonight?

261

262 Director of Economic Development Artie Jones said to nominate someone. This position
263 has been vacant for nearly 3 months now. BIDA is looking at many letters of intent to
264 acquire property, as well as sell property, and it's very important that we have a full
265 functioning board.

266

267 Councilman Gay moved to nominate Tangie Warrior, 1 of the 2 finalists with discussion.

268

269 Councilman Taylor seconded the motion.

270

271 Councilman Gay said she is a native of College Park, mother, established in the community,
272 and we will all be pleased for her to serve us.

273

274 Mayor Motley Broom asked, any other comments?
275

276 Councilman Clay said I have several. I'd like to review the bidding, so to speak. When we
277 got the list of candidates, there were 6 applications from Ward 1. And as far as I know, zero
278 from Ward 2, unless the person that we haven't been able to find an address for is in Ward 2.
279 Zero for Ward 3, and 2 from Ward 4. Out of those 4 candidates, 4 candidates received 2 or
280 more votes: either as a first, second, or third choice. We were asked to submit our first,
281 second, or third choice, and I think everyone did, except 1 council person.
282

283 Councilman Clay further said when we looked at those, Mr. Bourne received a first and a
284 third choice. Mr. Vaughan received a first and a second choice. Ms. Warrior received 2
285 second choice and a third choice. And Ms. Zinn received 2 second choice and a third
286 choice. Mr. Ball happened to be from my ward, and I didn't know him. So, I interviewed
287 him briefly and advised him that I was concerned that he was in the development business,
288 which was good from the standpoint of having the skill that applied to BIDA, but I was
289 concerned about conflict of interest, since his company did projects throughout the Atlanta
290 area. Had he been retired with all that experience and not actively engaged; I would not
291 have brought that up with him. He ended up withdrawing his application, after thinking
292 about it overnight.
293

294 Councilman Clay continued saying that Ms. Warrior works for a real estate agency that is
295 under contract with the City of College Park to execute Airport City transactions. I had the
296 impression when talking to her over the phone that they did not work in that same office, but
297 she did work for the same company.
298

299 Councilman Clay said a BIDA Member should not, in my opinion, participate or contribute
300 regarding any transaction where they have an actual or perceived conflict of interest. And I
301 emphasize the word "perceived" because perception has been an issue with the previous
302 BIDA Member for different reasons.
303

304 Councilman Clay said a comment was made previously that we think there are too many
305 Ward 1 BIDA Members on there, or could be, if the BIDA Member that is selected tonight
306 happens to be from Ward 1. And I would say this: Keep in mind that most of the candidates
307 that came from Ward 1, 6 out of the 9, one of which we cannot identify whether they are
308 located in the city or not, so that is 6 out of 8. And secondly, there is a concern I think that
309 Ward 1 people might vote as a block for some reason. Well, if you attended the last
310 meeting, you would see that my appointee to BIDA and I did not vote the same way. I am
311 on BIDA this year because I am Mayor Pro Tem. I'm looking for people that will contribute
312 to helping make a better decision. Those are my comments as to what I think with BIDA. I
313 will be voting no.
314

315 Mayor Motley Broom asked, anyone else?
316

317 Councilman Gay said I've never been on BIDA. I've never been appointed to any boards,
318 and not one of my colleagues has appointed me. I appointed Councilman Taylor. I have a
319 master's degree and have been living in College Park for 30 years, and I represent one of the

320 larger voting communities in the city. Secondly, Artie Jones is a real estate agent, and he
321 didn't disclose that. It was brought to us by the public. We decided that it was not a
322 conflict of interest. Third, over the last 16 or 20 years, there have been a lot of irregularities;
323 properties being sold and bought back and sold again. And some of us who are here tonight
324 were part of those votes.

325
326 Councilman Gay further said I think it is time for us to move past these innuendos and these
327 overt prejudices and just move on as a new collective body. I know we all have agendas.
328 As long as I am on this Council, I will be respectful, but I will be very articulate and will be
329 transparent. And I will certainly call you out going forward. I think we need to move
330 forward and enjoy our appointments. There is a lot we have to do going forward as a body.

331
332 Director of Economic Development Artie Jones said for clarification purposes, BIDA
333 represents about \$30 million to \$40 million. And when the City of College Park hired me,
334 before Councilman Gay was a part of City Council, they wanted to make sure that they had
335 someone that represented the City of College Park's property that had knowledge of real
336 estate transactions. I do have my real estate license with a firm to make sure that my license
337 was current and active. If you are a real estate agent and it is not your own brokerage, you
338 have to be with a firm. The brokerage I am with does no business or transactions with or
339 within the City of College Park. My license is for educational purposes, ongoing
340 professional cultivation, and to make sure I am abreast of the latest and greatest, as far as
341 real estate transactions.

342
343 Mayor Motley Broom asked, do you have anything to add Mr. Lee?

344
345 Attorney for BIDA Dan Lee's comments has no audio currently.

346
347 Mayor Motley Broom said I had the opportunity to speak to both finalists as well. In
348 talking with Ms. Warrior, the potential of the conflict came up. I did ask Mr. Lee what his
349 opinion would be as the BIDA Attorney, and he shared this: (reading opinion into the
350 record).

351
352 Attorney for BIDA Dan Lee's comments were reiterated further down in the transcript as his
353 mic became audible.

354
355 Mayor Motley Broom said my main concern is not to Ms. Warrior herself. I think she is
356 great. My real concern is that, if she has to recuse herself, even from discussions that are
357 happening within executive session, then we run the possibility of having lots of 3:3 splits,
358 or just losing a vote, not necessarily every time, but potentially a good chunk of the time,
359 and I think perception matters. So, Mr. Lee, if you are able, can you hear me?

360
361 There was no comment from Mr. Lee.

362
363 Councilman Gay said then City Attorney Winston Denmark needs to make an opinion on
364 the legalities of it.

365

366 City Attorney Winston Denmark said I'm generally in agreement with Mr. Lee. However,
367 what I indicated is that being a realtor should not be a per se disqualification. We would
368 have to ask the secondary follow-up question: Since this individual is a realtor, does that
369 role present a likelihood that there would be matters before BIDA of which this individual
370 would have an actual financial interest? At first, they would have to recuse themselves.
371

372 City Attorney Winston Denmark said I was not aware that Ms. Warrior's firm had a
373 business relationship with the City of College Park or with BIDA on an ongoing basis. That
374 certainly raises a concern, not that there is an actual conflict of interest, but it goes with what
375 Councilman Clay said that there is the appearance of a conflict. It is up to the Mayor &
376 Council to decide where they fall on that, whether there is a perception of a conflict, and
377 whether that perception would affect the way each individual Council Member voted. My
378 opinion is that Ms. Warrior or any other person being a realtor is not a per se
379 disqualification, but does that role as a realtor present an actual or perceived conflict based
380 on all the available circumstances.

381
382 Councilman Gay said then the other process is - -

383
384 Mayor Motley Broom said hold on. Mr. Lee is available, so I want him to chime in.

385
386 Councilman Gay said he can wait, until I finish my comment.

387
388 Mayor Motley Broom said hold on Councilman Gay. I was asking for Mr. Lee earlier.

389
390 Councilman Gay said I was talking. And as soon as I am done talking, - -

391
392 Mayor Motley Broom said I am the Chair of this meeting, Councilman.

393
394 Councilman Gay said you interrupted me.

395
396 Mayor Motley Broom said hold on. Mr. Lee, go ahead.

397
398 Mr. Lee said I agree with Winston. My opinion is that being a realtor and doing business in
399 College Park selling property, and that property values, as we all know, would be affected
400 by the main driver of the values, the BIDA property. That raises the conflict because the
401 realtor's fee is directly related to the price of the property, which is going up, up, and up.
402 And being a realtor is a great resume to be on the BIDA Board because of the real estate
403 transactions, but the problem is doing business in College Park. And in this case, we have a
404 contract with Keller Williams to gather the property that is needed to complete the Airport
405 City Property. It would be a direct conflict in that regard as Artie stated. If a realtor would
406 not do business in College Park or with College Park, no, it would not only be an asset, it
407 wouldn't be a conflict. But if that's not the case, it would be a direct conflict, in my opinion.
408

409 Mayor Motley Broom said thank you Mr. Lee. Councilman Gay, the floor is yours.
410

411 Councilman Gay said first of all, under Roberts Rule of Order, I was speaking. And I don't
412 want to be interrupted when I'm speaking.

413
414 Mayor Motley Broom said Councilman Gay, I'm the Chair of this meeting, and I
415 acknowledge who speaks.

416
417 Councilman Gay said I get that. If we put this much effort into trying to do affordable
418 housing and control BIDA, I hope we put this much effort in trying to be equitable and fair
419 with resources to Ward 4 and Ward 2. This is ridiculous. Because first of all, how do you
420 get to the end of a selection process, and then create additional hurdles? The whole process
421 needs to be redone. It is just simply not fair. By the way, I cast the vote to get rid of
422 Subrenia. I thought you guys were going to be fair and objective. I hope the public who is
423 hearing me can see where all of this is going. Dan should have brought this to our attention
424 at the onset and not the day of the vote.

425
426 Mayor Motley Broom asked, any other comments?

427
428 There were no further comments made.

429
430 **ACTION:** Councilman Gay moved to approve a request in appointing Tangie Warrior as an
431 At-Large College Park Business and Industrial Development Authority Board
432 Member, seconded by Councilman Taylor. Councilman Gay voted yes.
433 Councilman Taylor voted yes. Councilman Clay voted no. Councilman Allen
434 voted no. Mayor Motley Broom voted no. Motion did not pass.

435
436 Mayor Motley Broom asked, is there another motion on the floor?

437
438 Councilman Clay said I'd like to have a little discussion before making a motion, if that is
439 appropriate.

440
441 Mayor Motley Broom said you may.

442
443 Councilman Clay said it's a really difficult decision for me. I think we have 2 viable
444 candidates, Mr. Vaughan and Ms. Zinn. Mr. Vaughan has less direct experience, in my
445 opinion, than Ms. Zinn, but he has very broad experience in the federal government working
446 as a civilian, and working with the Army and outside the Army dealing with high level
447 people with appropriate clearance.

448
449 Councilman Clay said on the other hand, Ms. Zinn is an accomplished businesswoman, and
450 she has experience with developing her business and working with the East Point
451 Development Authority, I believe. She has, I would say, more relevant experience in that
452 she has some familiarity working with a BIDA. I think they are both qualified to do the job.
453 I don't think either one of them has a conflict of interest. I would like to hear comments
454 from somebody else.

455

456 Councilman Allen said first of all, I want to thank all the candidates for applying. I think
 457 everybody is very good. I would like to go on the record in saying that Ms. Zinn was my
 458 first choice.

459
 460 Councilman Clay asked, does anyone else want to weigh in?

461
 462 There were no further comments made.

463
 464 **ACTION:** Councilman Allen moved to approve a request in appointing Leslie Zinn as an At-
 465 Large College Park Business and Industrial Development Authority Board Member,
 466 seconded by Councilman Clay. Councilman Allen voted yes. Councilman Clay
 467 voted yes. Councilmen Gay voted no. Councilman Taylor voted no. Mayor
 468 Motley Broom voted yes. Motion carried.

469
 470 10. New Business.

471
 472 A. Consideration of and action on a request for approval of the Utility Credit Resolution
 473 for Fiscal Year 2020-2021.

474
 475 Councilman Clay said there is a small correction to the document which I ran by Terrence.
 476 Is there any issue with that correction, as to who was involved in this credit? (Packet page
 477 229). Why aren't the current elected officials mentioned at the beginning of the paragraph,
 478 since they are included at the end? It is inconsistent from the front and the back.

479
 480 City Manager Terrence Moore said I have no problem with that. This was an update to the
 481 previous resolution that we have executed over the past several years. We will insert the
 482 information.

483
 484 **ACTION:** Councilman Clay moved to approve a request on the Utility Credit Resolution for
 485 Fiscal Year 2020-2021, with changes, seconded by Councilman Allen and motion
 486 carried. (All Voted Yes).

487
 488 B. Consideration of and action on an amendment to the Fire Inspection Ordinance
 489 streamlining the procedure for submitting records of all life safety system inspections,
 490 tests and maintenance performed on buildings inside the City.

491
 492 Fire Chief Wade Elmore said I also have an agreement with Brycer, LLC. They were with
 493 us to help us perform the inspections on the businesses on the life safety system. I have
 494 already signed the agreement, but I just wanted to bring that to your attention. I just need
 495 your approval to move forward.

496
 497 Councilman Clay said that's a done deal, right Chief?

498
 499 Fire Chief Wade Elmore said yes, sir.

500

501 **ACTION:** Councilman Clay moved to approve a request from Fire Chief Wade Elmore on an
 502 amendment to the Fire Inspection Ordinance streamlining the procedure for
 503 submitting records of all life safety system inspections, tests and maintenance
 504 performed on buildings inside the City, seconded by Councilman Taylor and
 505 motion carried. (All Voted Yes).

506
 507 **ACTION:** Councilman Clay moved to approve a request from Fire Chief Wade Elmore on the
 508 Brycer, LLC Agreement, seconded by Councilman Allen and motion carried. (All
 509 Voted Yes).

510
 511 C. Consideration of adopting a logo for the Six West Development.

512
 513 Director of Economic Development Artie Jones presented the item.

514
 515 Ms. Andria Towne gave a power point presentation and discussed the 3 logo concepts for
 516 Six West, to include color combinations. The first concept is the most favorable.

517
 518 Director of Economic Development Artie Jones said thank you for your presentation. I will
 519 turn it over to Ms. Cookie Smoak to provide some comments. We love all 3 of the logos.
 520 They are all very cool and any one of them would work. But I will share with you that the
 521 general consensus of the team that worked so hard on the project is this first one (indicating
 522 the one in purple).

523
 524 Director of Economic Development Artie Jones said thank you Cookie.

525
 526 Mayor Motley Broom said thank you Cookie for your kind words to us on social media.
 527 That was a lovely tribute, not only to College Park, but to the entirety of the southside and
 528 the ATL Airport District.

529
 530 Councilman Allen said thank you very much. I love all 3 concepts. You said we are not
 531 locked into the colors.

532
 533 Ms. Towne said no. We can change the colors throughout time. The important thing is the
 534 icon is really unique and very specific to us. And I think that is the coolest part of this
 535 particular mark.

536
 537 Councilman Allen agreed.

538
 539 Councilman Clay said I think it is a much more powerful impact for some reason. It is
 540 unique and classy. And if you understand the history behind it, yes.

541
 542 Mayor Motley Broom asked, anyone else?

543
 544 There were no further comments made.

545
 546 Mayor Motley Broom asked, have we had the opportunity for the public to see these? Is
 547 there an opportunity for a public poll?

548 Director of Economic Development Artie Jones said this is the first unveiling of the logo
549 itself. The public was actively involved with the name. If City Council would like to have a
550 poll, I'm quite sure we can put it out on social media to get feedback from the community
551 on it.

552
553 Mayor Motley Broom said the general sentiment is we like the first logo. Is it possible to
554 incorporate it into the June 11, 2020 meeting, just to see what people think, before we set it
555 in stone, and we can vote on it on the 15th?

556
557 Councilman Clay said that's fine with me. I would like to hear why the public likes it or
558 doesn't like it.

559
560 Councilman Taylor said I understand public input, but we are not going to let everybody put
561 in changes and start from the beginning.

562
563 Mayor Motley Broom said no, that wasn't my thought about it.

564
565 Councilman Taylor asked, are they going to see all 3, or is this the one we are going to go
566 for?

567
568 Director of Economic Development Artie Jones said I will put all 3 logos out there, and see
569 which one they like, and I will provide that to the City Council on June 15, 2020.

570
571 Mayor Motley Broom said we're not tied to it, that's all.

572
573 Director of Economic Development Artie Jones thanked the team for their help. We have
574 competent staff and professional analysts to work with the community and bring back a
575 finished product that I feel will stand the test of time. So, I want to thank them publicly
576 while they are here. That's all I have to say.

577
578 Ms. Smoak said thank you Artie. The thanks go to Ms. Towne. She has been great.

579
580 It was the consensus of Mayor & Council to defer a request on adopting a logo for the Six
581 West Development until the next Regular Session of Mayor & Council to be held on June
582 15, 2020.

583
584 City Manager Terrence Moore said there is another item that we need to go into executive
585 session, at the conclusion of the agenda items for tonight's meeting.

586
587 11. City Attorney's Report. None.

588
589 12. City Manager's Report.

590
591 A. Discussion and update on top ten delinquent property taxpayers. NO ACTION
592 REQUIRED.

593

594 Councilman Clay said on packet page 261, it would be nice to have a bottom-line total.
 595 \$343,000.00 plus is a significant number, especially these days. We need to work to address
 596 that.

597
 598 Councilman Clay said on packet page 262, Dogwood Street, fifth item down, under
 599 comments, current owner's closing attorney is asking for the lien to be released. And my
 600 comment to that is no. That is what title insurance is for.

601
 602 Mayor Motley Broom asked, for those people that have paid and have paid 2019, I'm not
 603 sure why they are still on the list. If that has been cleared, I don't know that we need to see
 604 it anymore.

605
 606 Councilman Clay said the reason we kept them on there is because we weren't getting them
 607 cleared. They were being ignored.

608
 609 Mayor Motley Broom asked, what about the one that was paid on December 26, 2019?
 610

611 Councilman Clay said that should be deleted.

612
 613 City Manager Terrence Moore said will do.

614
 615 B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION
 616 REQUIRED.

617
 618 Councilman Clay said we are up around \$1 million on customer delinquent bills. We are
 619 way behind on utility bills. It is a significant impact on the city. You need to start thinking
 620 about paying your utility bills. That's all I have.

621
 622 C. Follow-Up Direction Regarding Application of Performance Standards to the College
 623 Park Strategic Plan.

624
 625 It was the consensus of Mayor and Council to consider follow-up direction regarding
 626 application of performance standards to the College Park Strategic Plan on July 29, 2020 at
 627 6:00 p.m.

628
 629 13. Report of Mayor and Council.

630
 631 Councilman Gay – said I have nothing to report.

632
 633 Councilman Allen – said I want to thank the First Responders and Public Works. Things are
 634 changing every single day, and those people are out there day after day and doing a great
 635 job.

636
 637 Councilman Allen said everyone needs to fill out the Census.
 638

639 Councilman Allen asked Althea, are we starting to see the revenue numbers come in for
640 April?

641
642 Director of Finance & Accounting Althea Philord-Bradley said yes.

643
644 Councilman Allen asked, are they looking better or worse than we expected?

645
646 Director of Finance & Accounting Althea Philord-Bradley said worse than we expected.
647 Some areas are right around what we expected. Hotel/motel is \$122,000.00, and we
648 normally collect \$1 million. The same for car rental; \$126,000.00 for the month. We are
649 seeing deep reductions in those revenue sources coming in; 90 percent plus.

650
651 Councilman Allen said Jackson Myers is working on a lot of government grants that we can
652 think about. I didn't know if there is any way we can get him some help doing some
653 legwork. I don't know if there are any additional people around that can help him.

654
655 Councilman Allen said I plan to start checking on some of these electric bills, when we have
656 to start collecting on those.

657
658 Councilman Allen said the Covid-19 testing site drive-thru is every Tuesday in June at the
659 GICC. No appointment needed.

660
661 Councilman Allen said the Six West Town Hall Meeting is Thursday, June 11, 2020 at 4:00
662 p.m. Be sure to tune in and give opinions.

663
664 Councilman Allen said the pandemic will last a little bit longer than we thought. Terrence is
665 working to work their way through this, so please bare with them because it changes every
666 single day.

667
668 Councilman Allen said everybody stay safe and healthy.

669
670 Councilman Taylor – said I have nothing to report.

671
672 Councilman Clay – said I want to remind everybody that the parks are open. The tennis
673 courts are open. At Barrett Park, there is tape around the pavilions and tape around the
674 children's playground. We are asking people to social distance in the parks. But go out and
675 get out of the house. We try to walk everyday. It is good for the soul.

676
677 Councilman Clay said I just want to thank everybody. We are still in very hard times now,
678 and the tragedy that we have suffered with the killing that occurred with Mr. George Floyd.
679 It is just one bad thing on top of another. And I can't say how sorry I am to see our
680 country in this state of disarray right now. We need to all take care of each other and
681 respond to this with careful and thoughtful action. That's all I have.

682
683 Mayor Motley Broom – said my heart has been so heavy the last week or so because of the
684 lack of humanity I feel like we've shown each other with this situation with George Floyd

685 and Ahmaud Arbery. How deep it cuts. And I have tried to start social media posts about it
 686 a number of times because I think it is important for us as elected officials to speak out. But
 687 it has been just so incredibly, deeply painful. And I understand the anger. I am so angry
 688 about it too. And I'm angry about the situation we're in as a country and the difficulties of
 689 people of color in this city, in this country, in this state that we all struggle through.
 690

691 I was also so brokenhearted to see Atlanta on Friday night, and to see our city, the area that
 692 we love, being destroyed. Because ultimately, that level of destruction will probably, if it
 693 continues, go one of two ways. One, it will result in de-investment, and we won't get the
 694 community we deserve. And that's what we're all fighting for. We're fighting for that
 695 community that people will want to come to and be a part of. So, if we as a community are
 696 working to destroy it, even out of anger, it won't help our long-term goals. Or, it becomes a
 697 place where people who are not community minded can come in and snatch things up, and
 698 the next thing you know, we are all priced out because they have been able to buy up these
 699 burned-out buildings.
 700

701 I think we have to look at the long game. If you look at the Montgomery Bus Boycotts, they
 702 lasted over a year. Concentrated effort and coordination throughout a community to make
 703 change. That's one way. There are other ways too. And I would urge all of you, if you are
 704 angry, if you want to affect change, you should know why June 9th is important. You need
 705 to vote. You need to know that your voice is heard. You need to make sure that you filled
 706 out your Census because we've got less than 40 percent of the people in this city who've
 707 responded to the Census. And when we talk about under-resourced communities, when we
 708 talk about cities that don't have a voice, that's part of the reason. Because we are not
 709 standing up, and we're not being counted. So, this is your opportunity to affect change.
 710

711 You may not know that the Fulton County School Board got \$18 million as part of their
 712 Covid-19 funding. And right now they don't have a plan to distribute that to the schools.
 713 Right now that funding is based upon the count of Title I students. Every school in this area
 714 is a Title 1 school. And basically, our students are good enough for the count, and we need
 715 them to be good enough for an expenditure. If you think that our schools should get that
 716 money on a direct level so that our principals can make sure that when kids come back to
 717 school in the fall, that they actually are caught up, and they are achieving at the rate of their
 718 peers, then talk to our school board reps. I sent a letter today to the president of the school
 719 board.
 720

721 If you think that we need hate crimes legislation in Georgia, then go ahead and get on the
 722 phone; call your representatives. I'm sending support of a hate crimes Bill letter tomorrow,
 723 and I'm trying to get every mayor in the South Fulton region to have a voice. We all have to
 724 act. We should all be angry. We should all channel that anger into something that is going
 725 to move our community forward. And that is about it. I appreciate everyone's time. We
 726 need to go back into executive session, so I will take a motion at this time.
 727

728 **ACTION:** Councilman Clay moved to recess Regular Session to take up Executive Session to
 729 discuss personnel, pending litigation, and the potential purchase of real estate,
 730 seconded by Councilman Allen and motion carried. (All Voted Yes).

731 Mayor Motley Broom declared the Regular Session recessed at 9:26 p.m.

732

733 14. Executive Session.

734

735 Executive Session adjourned at 10:17 p.m., Regular Session resumed at 10:20 p.m.

736

737 15. Approval of Executive Session Minutes.

738

739 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated June 1, 2020,
740 as presented, seconded by Councilman Taylor and motion carried. (All Voted
741 Yes).
742

743

Mayor Motley Broom declared the Regular Session recessed adjourned at 10:21 p.m.

744

745

746

747

748

749

750

751

752

753

CITY OF COLLEGE PARK

754

755

756

Bianca Motley Broom, Mayor

757

758

759

760

761

762

ATTEST:

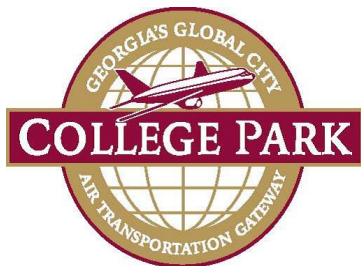
763

764

765

766

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8198

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Workshop Session Minutes dated June 1, 2020

See attached Workshop Session Minutes dated June 1, 2020.

Thank you.

ATTACHMENTS:

- WSS060120 (DOC)

Review:

- Shavala Moore Completed 06/10/2020 1:45 PM
- Rosylne Robinson Completed 06/10/2020 1:54 PM
- Terrence R. Moore Completed 06/10/2020 6:41 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 JUNE 1, 2020
 5

6 **MINUTES**
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick
 9 Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;
 10 City Clerk Shavala Moore; City Attorney Winston Denmark.
 11

12 Absent: None.
 13

14 Mayor Motley Broom called the workshop session to order at 5:00 p.m.
 15

16 **ACTION:** Councilman Allen moved to take up executive session to discuss
 17 personnel, pending litigation, and the potential purchase of real estate,
 18 seconded by Councilman Taylor and motion carried. (All Voted Yes).
 19

20 Mayor & Council entered into executive session at 5:02 p.m.
 21

22 The workshop session reconvened at 6:00 p.m.
 23

24 **1. Presentation by the Six West development team on the results of district**
 25 **planning activities conducted through virtual meetings and workshop sessions.**
 26

27 Director of Economic Development Artie Jones said welcome everyone. City Planner
 28 Michelle Alexander will talk about the public outreach, then Deanna Murphy and Bill de
 29 St. Aubin from the Sizemore Group will give a presentation on the findings during the
 30 District Planning Meetings.
 31

32 Mr. Bill de St. Aubin, CEO of the Sizemore Group, gave a power point update on the Six
 33 West development, to include routes from Columbia Avenue and the 2 parallel routes
 34 from Harvard and John Wesley, and it's at that center of the new name of Six West.
 35

36 Mr. St. Aubin said one of the things we did was the traffic can go around the main street
 37 (Columbia). We designed it that way so you can shut this down for festivals. In a
 38 pandemic world, that is going to be important to get cars out of there and the restaurants
 39 out into the street. It was good that our design was already ready for the new normal.
 40

41 Mr. St. Aubin discussed the District Plan Process. The survey was completed about a
 42 month and a half ago. We began to engage the private sector, and I have some reports
 43 from them. The missing link was engaging the community, and that whole team did an
 44 exceptional job.
 45

46 Mr. St. Aubin discussed the first phase and the community stakeholder engagement.

47 Mr. St. Aubin discussed the community survey results. There was really good
48 participation.

49
50 Mr. St. Aubin discussed the improvements, to include the clubhouse and an events venue.
51 (See page 14).

52
53 Mr. St. Aubin discussed sidewalks, multi-use trails, and bike lanes. We did a live
54 webinar. A hundred people participated; 367 views on the City's Facebook Page; and 27
55 views on the City's You Tube Channel.

56
57 City Planner Michelle Alexander said on June 11, 2020, we are going to have a results
58 meeting at 4:00 p.m.

59
60 Mr. St. Aubin discussed the 5 points on the developer interviews.

61
62 Mr. St. Aubin discussed storm water basins. The Legend shows water sheds that are on
63 the site. The regional pond you located will take care of all the development of the retail
64 district and all the incremental district the way the water flows on that site. There is no
65 need for a regional retention elsewhere.

66
67 Mr. St. Aubin discussed the grading plan to accommodate the steep rolling streets and the
68 deep slopes near the office district. Do we raise it enough, or do we put a culvert in?

69
70 Mr. St. Aubin discussed Phase 1, the 5-year plan. The disclaimer on the sheet focuses on
71 less structured parking. One parking deck is so we can take advantage of the plan for
72 surface parking to help bring the land cost and values down. It is important to not just
73 focus on the main retail area between Napoleon and Conley but connect all the way down
74 Columbia to Main Street. The area with the smaller rectangular building is our smaller
75 incremental fill. Then you get into the larger retail destination center of the site, which is
76 where we recommended the parking deck. This parking deck we are recommending is
77 being something more of an entertainment destination with a rock-climbing wall on it.

78
79 Director of Planning Deanna Murphy, Sizemore Group, said the first phase extends along
80 Columbia Avenue to our office districts, and we are recommending 2 to 4 up-story office
81 buildings that fit in with the market. And then we have 1 hotel space where Columbia
82 meets Rhodes, and then behind is a part of the golf course reconfiguration and a golf
83 entertainment venue. The other destination component beyond the big central park is a
84 cultural center.

85
86 Director of Planning Deanna Murphy discussed the infrastructure, to include open space,
87 parking, primary streets, secondary streets, and pedestrian infrastructure.

88
89 Director of Planning Deanna Murphy discussed highlighted parking decks, green space,
90 and the storm water improvements (indicated by the blue dots on diagram).

91

92 Director of Planning Deanna Murphy discussed pictures of wall climbing, green space,
93 food truck parking, and a cultural center.

94

95 Director of Planning Deanna Murphy showed graphs from the first Master Plan, to
96 include sidewalks and outdoor dining, retail district build out, and some additional retail
97 at Napoleon and Conley at Harvard.

98

99 Director of Planning Deanna Murphy discussed pictures from the retail district pattern
100 book with design standards/futuristic looks, storm water park; and pointed out the
101 community's picks.

102

103 Director of Planning Deanna Murphy discussed the Camp Creek Build Out. There are a
104 lot of wetlands in this area. All the green areas are wetlands.

105

106 Director of Planning Deanna Murphy discussed pictures for the Camp Creek District, a
107 concept of 5-star hotels with visibility of airplane takeoffs.

108

109 Director of Planning Deanna Murphy discussed the incremental district full build out, to
110 include parking needs with buildings, density along Columbia Avenue, and infilling the
111 last phase behind the elementary school between Harvard and Napoleon to Conley Street.
112 This is a district we are still fine-tuning as we talk to Artie and Steve.

113

114 Director of Planning Deanna Murphy discussed images from the community with a mix
115 of historical and conventional ideas.

116

117 Director of Planning Deanna Murphy discussed industrial style pictures and
118 reconfiguration to allow for some more residential knowing the noise contours.

119

120 Director of Planning Deanna Murphy discussed pocket parks. Our next steps to the
121 community will be on June 11, 2020, and from there we will continue to refine but
122 getting our cost estimator involved to help identify what the cost of the public investment
123 is. We will make a presentation to Mayor & Council in July.

124

125 Mayor Motley Broom asked, are there any questions?

126

127 Councilman Allen said very good presentation.

128

129 Mayor Motley Broom asked, anything else?

130

131 Director of Economic Development Artie Jones said nothing else.

132

133 Councilman Clay said you are going to start with surface parking, and then at some point
134 you will tear that up and build over on it with the second phase; is that correct?

135

136 Mr. St. Aubin said yes, sir. The parking strategy is really a good question because, unless
137 the land is over \$1.5 million an acre, it is cheaper to buy land than to build a structured

138 parking deck. So, your market right now doesn't support deck in a lot of the places. We
 139 eventually want a more urban environment. In Phase 1, the strategy would be surface
 140 parking. But then as the site densifies, the parking decks will make more sense. We
 141 moved retail into the office area, and the office area into the retail area so we can do more
 142 shared parking. Eventually that will lead into a shared parking organization. The City
 143 can benefit if you own the land. You want to control how the parking is done to make
 144 this successful.

145

146 Councilman Clay said the presentation was outstanding. You have done a really good
 147 job of translating a lot of different thoughts and some consistencies into it. I particularly
 148 like the parking strategy. We've talked about having self-driving vehicles shuttling
 149 around in that location at some point in time. We may come to a point where there is
 150 very little auto traffic into that area, in which case we have got that land. We are not
 151 tying it up in parking garages. I'm impressed with the amount of green space. Great job.

152

153 Mayor Motley Broom asked, anyone else?

154

155 There were no further comments made.

156

157 Mayor Motley Broom said I want to thank the team for the presentation. We will move
 158 on to Item 2.

159

160 **2. Consideration to support the College Park Main Street Association (CPMSA)**
 161 **in creating a larger outdoor dining atmosphere helping to ensure maximum**
 162 **patronage and safety to Main Street businesses from Princeton Avenue to Yale**
 163 **Avenue, in collaboration with committed business owners.**

164

165 Ms. Grace Lunsford, Main Street Advisory Promotions Committee Chair Member, said I
 166 am a College Park resident and am self-employed. I lived in Chicago for many years and
 167 served on a couple of different boards in the film industry. I have traveled all over the
 168 world and lived in 36 different cities for a year teaching people about home science. We
 169 have a TV show on PBS called "Home Diagnosis".

170

171 Ms. Lunsford gave a power point presentation on the concept of College Parklets. This is
 172 not a new concept. It reclaims the right-of-way. There is a 175-page study on Parklet
 173 success in Vancouver, Philadelphia, San Francisco, and New York. We want to make
 174 sure that our businesses have the maximum opportunity to thrive in this environment.
 175 The College Parklets will create a safe outdoor environment, nurture our community, and
 176 bring people out locally. These Parklets will hopefully mirror the future of Six West and
 177 bring some attention to our town.

178

179 Ms. Lunsford said our pilot program will encompass 4 ½ spaces in front of Virgil's
 180 Gullah Kitchen & Bar and The Real Milk & Honey on Main Street. It will be a no curb
 181 environment.

182

183 Ms. Lunsford discussed outdoor dining space that will require a build out for Virgil's and
184 The Milk & Honey on Main Street. This creates a no-curb environment. There will be a
185 build up over the parking space with a wooden structure. We would reroute the
186 sidewalks, so it comes along and goes around the Parklet. There will be increased
187 lighting and greenery, which will lower the speeding through Main Street.

188

189 Ms. Lunsford discussed creating a College Park Ambassador Program. This is a
190 volunteer community organization that the Main Street Advisory Board would recruit and
191 train. There are 96 residents already who are interested in wanting to serve. We are
192 asking the City to provide the Ambassadors with PPE, branded T-shirts and safety vests.

193

194 Ms. Lunsford discussed a Memorial Parklet through the alley towards the additional
195 parking, and live music for Friday and Saturday nights.

196

197 Ms. Lunsford discussed hiring an architect for design and engineering with materials
198 provided by College Park.

199

200 Ms. Lunsford discussed the pilot program to run Thursday through Sunday for 8 weeks.
201 The community safety officers are supported by the College Park Ambassadors. The
202 success or failure of the Parklets will determine future expansion.

203

204 Ms. Lunsford discussed a provisional alcohol ordinance to allow outdoor consumption in
205 the reserved areas in front of the business of Milk & Honey.

206

207 Ms. Lunsford said the budget is \$20,000.00. CPMSA will recruit and train the volunteers
208 and identify and advise on future College Parklets. We would like your commitment to
209 provide funds, resources, and press communication. Questions?

210

211 Mayor Motley Broom said I love the idea. Any questions?

212

213 Councilman Clay said the concern brought up in the meeting Grace is for people walking
214 on the sidewalk on the periphery that they not be struck by a car, or what have you. I
215 know that was just a sketch of a mock-up, but there would be a need to have something
216 along the street side of that sidewalk area. I want to make sure that everybody on
217 Council understands that we did talk about the need for protection for people walking
218 around the periphery.

219

220 Ms. Lunsford said yes. That is one of the things we would be putting forth to the design
221 architect that we bring on.

222

223 Councilman Clay said I just wanted to confirm that everybody understood there is going
224 to be something around there.

225

226 Ms. Lunsford said yes.

227

228 Mayor Motley Broom said I just don't know where we would get the money.

229 Ms. Lunsford said if money is a problem, which it very well may be, the Main Street
230 Advisory Board does have a little bit of money. We could meet it by half.

231

232 Mayor Motley Broom asked, any thoughts from Council?

233

234 Councilman Gay asked, is that the cost just to build the one in front of Virgil's?

235

236 Ms. Lunsford said yes, that is the preliminary estimate.

237

238 Councilman Clay said I wonder if it would be possible to involve somebody like Home
239 Depot, for example. They have participated in a number of projects. I think some were
240 more geared towards youth. I think Home Depot has been doing well during this period
241 with a lot of the construction and so forth going on. I would suggest that we might want
242 to see if we could solicit help from Home Depot for free lumber, for example.

243

244 Mayor Motley Broom said or Lowe's.

245

246 Chairman of the Main Street Board Julian Nabaa said this idea came out of Main Street.
247 This will help the businesses in College Park to maintain and have extra seating on the
248 outside. The Main Street Board has agreed to put \$10,000.00 towards this venture. We
249 don't know how much it is going to cost. We still have to deal with the architects and
250 engineers. We would love for the City to chip in for these 2 restaurants, and then maybe
251 extend extra going down the line.

252

253 Councilman Clay said one observation from the City's standpoint is our restaurants are
254 limping along right now. Money that we invest in this as a City, if we reactivate the
255 downtown area, we will get revenue back in the form of mixed drink tax and occupancy
256 tax, and what have you. There will be a return on that investment.

257

258 Chairman of the Main Street Board Julian Nabaa said the MARTA Study was to get rid
259 of the parking spaces for those 2 restaurants. There is a potential for MARTA or GDOT
260 to pay for the rest of this, if we decide to expand down the road.

261

262 Councilman Allen said I think it's a great idea. It's a program that we need to help to
263 jump start all the restaurants. We need to help any way we possibly can from the City.

264

265 Councilman Gay said the largest concession we can make tonight is the parking spaces.
266 My understanding is that you are going to build a wooden frame level to the curb, a
267 ballast, and maybe some wrought iron. I think you can get this done way under your
268 budget.

269

270 Chairman of the Main Street Board Julian Nabaa said because of the parking space there,
271 it backs up traffic. Their idea is to get rid of those parking spaces to turn it into concrete
272 sidewalks, or anything else they decide or suggest. It may not cost \$20,000.00. We are
273 asking for your support to get the project done, and then we go from there.

274

275 Mayor Motley Broom asked, what does that support look like?

276

277 Chairman of the Main Street Board Julian Nabaa said \$10,000.00, to add in the ordinance
278 the outdoor liquor license, and then dealing with the different departments of College
279 Park.

280

281 Ms. Lunsford said we are asking for funding, police support, a community service
282 officer, cooperation with the College Park Ambassadors, city staff support with the build
283 out, and city resources in purchasing materials and greenery. I don't want to have to wait
284 forever to have this pilot program come into fruition. I would like the City to go ahead
285 and make a commitment to match the funds the Main Street Advisory Board is putting
286 forth, so the pilot program can happen sooner than later.

287

288 Chairman of the Main Street Board Julian Nabaa said if Main Street is putting in
289 \$10,000.00 towards their funds, and it only costs \$15,000.00, we just want to see if it
290 works.

291

292 Ms. Lunsford said right. We could split the bill 50/50 whatever it comes out to be. That
293 would be great.

294

295 Mayor Motley Broom asked, have you had any conversations with GDOT?

296

297 Special Projects Administrator Jackson Myers said we have to coordinate with the
298 District 7 Office and Area 3 Office. GDOT owns everything up to the building line.
299 That is what we had to do when we first did the Streetscape Project.

300

301 Mayor Motley Broom asked, would it be prudent to consult with GDOT to see what their
302 issues are? How that would work? We don't take votes during the Workshop Sessions.
303 But if we don't know what GDOT is saying about that, I am a little hesitant to move
304 forward without GDOT's thoughts and comments.

305

306 Ms. Lunsford asked, would it be beneficial to have a letter of intent from the City of
307 College Park?

308

309 Mayor Motley Broom asked, is it the thought of the Body that we are generally
310 supportive of the project?

311

312 Councilman Clay said I am. And I think we have strong indication from GDOT that they
313 support taking those spaces out.

314

315 Chairman of the Main Street Board Julian Nabaa said that was in the MARTA Study that
316 we have.

317

318 Mayor Motley Broom said we are running behind with the agenda. Can we get a little bit
319 more information from GDOT and come back?

320

321 Chairman of the Main Street Board Julian Nabaa said okay. If we can request a letter
322 from City Manager or Artie, and we should also look at the ordinance on outside
323 consumption of alcohol.

324
325 Mayor Motley Broom said we can work on the letter and look at those other issues as
326 well.

327
328 **3. Presentation by IGNITE College Park Community Oriented Resource Center**
329 **Project requesting financial support by CEO of Adullam Ministries, Inc.,**
330 **Jamelle McKenzie.**

331
332 Ms. Jamelle McKenzie, CEO of Adullam Ministries/IGNITE, gave a power point
333 presentation and update on volunteers, partnerships, and accomplishments to date, to
334 include In-kind goods and services.

335
336 Ms. McKenzie discussed the financial report of IGNITE, to include donations, income,
337 and housing assistance.

338
339 Ms. McKenzie discussed community grant programs/projects, to include helping men and
340 women in careers, cash program, and food during Covid-19.

341
342 Ms. McKenzie discussed IGNITE's budget goal of \$60,000.00. We received \$35,000.00
343 from the City last year, and we would like to receive that same amount of financing this
344 year. We are here to support the City and the citizens of our city. We thank you for what
345 you have done. Any questions?

346
347 Mayor Motley Broom asked, what percent of the nine are you using as your revenue for
348 administrative costs versus programs?

349
350 Ms. McKenzie said 45 percent that we use is for payroll, and the other 55 percent went
351 towards programs.

352
353 Mayor Motley Broom asked, after your guests get referrals, what kind of follow up are
354 you doing, and what kind of statistics do we have about their ultimate outcomes?

355
356 Ms. McKenzie said we keep a list of every person. During Covid-19, the 9 to 12 weeks
357 is different. We have had less people call us. When we did our workshop, we reached
358 out to every person that we had assisted during that time and invited them, because one of
359 the goals is for people to not be in that particular situation again. Have we been able to
360 reach everyone? No. Telephone numbers change and people move. We have been able
361 to successfully connect with 65 percent of the persons we have serviced over the past 11
362 months.

363
364 Mayor Motley Broom asked, any other questions?

365

366 Councilman Gay said the Metro Atlanta Urban Farm was here before us, and they had
367 asked for financial support as well. I noticed that both of you have the same delivery
368 service with food. Is it possible that you can coordinate with the food part of IGNITE
369 with Bobby's organization and take that responsibility away? He has a lot of other
370 resources over at the farm.

371

372 Ms. McKenzie said the money that we spent for our food program; we partner with a lot
373 of organizations. A great deal of the money that was spent for the food program wasn't
374 city money. It was just to fill a need. We have spent \$4,000.00 on food over the last 8 to
375 12 weeks. The money came from donations from the community. We will work with the
376 Urban Farm. Two of our deliveries were food that we picked up from the Urban Farm.

377

378 Councilman Gay said in Wards 2 and 4, we are seeing several programs. Is IGNITE
379 coordinating any efforts with these programs? They are putting people into the apartment
380 communities for a period of time. And I'm just wondering if you are doing the same
381 thing, coordinating your outreach with them.

382

383 Ms. McKenzie said our responsibility is to find out what organizations are here in
384 College Park and to coordinate with them. IGNITE traditionally does not provide
385 services. They would be our partners. I will reach out to those organizations.

386

387 Councilman Clay said I think we need to recall how we got here. This is the third try on
388 the part of the City to put in place within the City a function. At one point it was in the
389 City Clerk's office, and then outsourced, and the third try is IGNITE. So, the question
390 that comes to my mind is: Do we feel the need, if we had a city coordinator doing this,
391 would we want to lay that person off to save their salary for the City? If the answer is no,
392 then for \$35,000.00 we are acquiring much larger services and capabilities than we would
393 if we had 1 person working in the City Clerk's office. That is the way I look at it.

394

395 Mayor Motley Broom said every single department has gotten cuts. So, we funded them
396 at the willful \$35,000.00, and I think IGNITE does great work. I think also that 45
397 percent of expenses for admin is pretty high for a nonprofit. There is literally not a
398 department in our city through our budgeting process that has not seen some level of
399 reduction. So, I understand the need. I understand that that need is even more acute now.
400 But I don't know if we can fund it at the same level given the budgetary constraints that
401 we have.

402

403 Councilman Clay agreed. Maybe we give IGNITE \$30,000.00. I don't know. But that
404 position, even though it is being done by a nonprofit, it's a pure administrative City
405 function the way we have conceived of it.

406

407 Ms. McKenzie said thank you for that clarification.

408

409 Councilman Allen said what IGNITE has done this year has far exceeded what was
410 originally expected of them. I don't think they planned on getting into the food

411 distribution service and providing a lot of clothing for apartments that burned up. I think
412 they have jumped in far and beyond what was expected of them to do.

413
414 Mayor Motley Broom agreed. I would like to see some data about what is happening
415 with the people that are coming to IGNITE, what the ultimate outcomes are, and what
416 kind of difference is it making.

417
418 Ms. McKenzie said sure.

419
420 Mayor Motley Broom declared the Workshop Session adjourned at 7:31 p.m.

421
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CITY OF COLLEGE PARK

430
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437
438

Bianca Motley Broom, Mayor

439 **ATTEST:**

440
441
442

Shavala Moore, City Clerk

443



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

PROCLAMATION

DOC ID: 8192

DATE: June 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Proclamation-National Waste & Recycling Workers Week 2020

PROCLAMATION

WHEREAS: The Department of Public Works and the nation celebrates the week on June 14 - 20, 2020 as National Waste & Recycling Workers Week. Our theme for this year is "Essentials for Essentials"; and

WHEREAS: Sanitation workers have worked selflessly and tirelessly in all types of environments as essential workers in times of (inclement weather, pandemics, civil unrest, war) and at risk to themselves, to provide sanitation services to protect the communities and citizens and prevent disease by keeping our community clean, safe and beautiful; and

WHEREAS: The men and women in the Sanitation Division make significant contributions to the safety, health, and welfare of our citizens by processing millions of tons of garbage, recycling and composting waste annually; and

WHEREAS: According to the Center for Disease Control, the eradication of many diseases in the western world is due in large part to higher public sanitation standards resulting from effective garbage disposal, proper collection and maintenance of refuse. The City of College Park values and celebrates our local sanitation / solid waste industry employees for their commitment to our residents, businesses and communities.

NOW, THEREFORE BE IT RESOLVED: that the Mayor and City Council of the City of College Park, Georgia do hereby designate the week June 14 - 20, 2020 as

“NATIONAL WASTE & RECYCLING WORKERS WEEK”

in the City of College Park, and encourage all citizens to us join in thanking the hardworking men and women who ensure our communities are kept clean, healthy and free of debris.

PROCLAIMED THIS 15th DAY OF JUNE, 2020.

ATTEST:

Bianca Motley Broom, Mayor

Shavala Moore, City Clerk

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick D. Gay, Councilman

ATTACHMENTS:

- National Waste & Recycling Workers Week Proclamation 2020 (PDF)

Review:

- Mike Mason Pending
- Rosyline Robinson Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 06/15/2020 7:30 PM



City of College Park

Proclamation

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Shavala Moore, City Clerk

Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick D. Gay, Councilman



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8201

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Greta Lewis Lupus Foundation Charity Walk & Gathering

PURPOSE: Mayor and City Council consideration of a request from the Greta Lewis Lupus Foundation (GLLF) to hold a Lupus Awareness Walk and gathering on Saturday, July 18, 2020 from 8:00 a.m. until 3:00 p.m. in front of the College Park gymnasium.

REASON: The GLLF is requesting usage of the College Park gymnasium exterior as a meeting place to start the walk and the courtyard area for the end-of-walk gathering. The gathering will consist of light food, beverages and perhaps announcements.

The proposed walk will originate at the College Park gymnasium and will take place on the sidewalks. Walkers are anticipated to return to the gymnasium/courtyard area at 11:00 a.m. The requested path is Main Street to Ware Avenue and then return via East Point Street to Main Street (approximately 3 miles).

A group of 20 to 30 motorcyclists have expressed an interest in participating.

The gathering of friends and supporters of GLLF will also take place in the gymnasium courtyard. Event organizers have listed anticipated attendance of 50 - 100 participants.

Advertising methods will include Facebook ads, direct mail, and e-mail distribution.

RECOMMENDATION: Mayor and City Council consideration of the Greta Lewis Lupus Foundation request.

BACKGROUND: Event organizers are also requesting approval of the following. (Set-up will start on the date of the event at 6:00 a.m.)

Outdoor Furnishing Set-Up

20x20 Guest Tents (2)

10x10 Guest Tents (4)

10x10 DJ Tent - Small generator to be used (1)

10x10 Food/Beverage Tent (1)
 Banquet Tables (3)
 Cocktail Tables (26)
 Lounge Chairs (78)
 Park Benches for perimeter seating (2 to 4)

Refreshments

Organizers have confirmed sponsorship by Get Fruity Café located on Main Street.

Access to Water

Approximately 200 gallons of water will be needed.

COST TO CITY: TBD.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: College Park Police
 College Park Fire Department

ATTACHMENTS:

- GLLF-CP-Event-App-Combined (PDF)

Review:

- Terrence R. Moore Completed 06/10/2020 3:26 PM
- Rosyline Robinson Completed 06/10/2020 3:27 PM
- Ferman Williford Completed 06/10/2020 3:35 PM
- Wade Elmore Completed 06/11/2020 10:46 AM

- Terrence R. Moore Completed 06/11/2020 3:27 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: Greta Lewis Lupus Foundation

Event Title: Lupus Awareness Walk

Type of Event: Charity Walk & Gathering

Event Organizer's Contact Information: Greta Lewis

Mailing Address: 5150 Thompson Rd. Suite 5305 Fairburn, GA 30213

E-Mail Address: lewisgreta@aol.com

Contact Number:

Designated City Staff Member: Terrence R. Moore, City Manager

Department: Office of the City Manager

E-Mail Address: tmoore@collegetparkga.com

Contact Number: (404) 669-3756

Event Information: Lupus charity walk, which concludes with a gathering of supporters. Light food and soft beverages included.

Date: July 18, 2020

Location of the Event: College Park City Hall - Courtyard

Time: Start: 8AM End: 3PM

Anticipated Attendance: 50 - 100

Will the City of College Park incur any expenses? It is not anticipated that City of College Park will not incur expenses.

If yes, explain:

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer. Unless informed otherwise by Council, we do not anticipate the City will incur expenses.

What responsibilities will the Event Organizer assume? There will be two categories of responsibilities, which will be shared by the organizer and the producer. Details included in the attached document.

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of: Greta Lewis is managing and executing the advertisement and promotion of the event.

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

The Event Organizer is requesting that the City be responsible for providing: Access to the Courtyard area for the gathering component of the event. Access to water to fill ballasts which will be used for tent weight. Once the water source distance is determined, we will supply the necessary hoses for the connection. Approximately 200 gallons of water will be needed.

What methods of advertising will be used?

Advertising methods will include but are not limited to Facebook ads, direct mail, and email distribution.

City mandated deadlines:

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. Policy attached.

It is the responsibility of the Event Organizer to notify property owners/lease holders and obtain approval to hold the event on their property. Please provide documentation of notification to and subsequent approval from property owners/lease holders. N/A

Please include any other special needs: See attachment for additional information and production plans.

P.O. Box 305
Rex, GA 30273
(404) 447-7054

DATE: June 10, 2020

TO: Terrence Moore, City Manager, City of College Park

CC: Greta Lewis, Founder, GLLF;
Rosyline Robinson, Executive Assistant, Office of City Manager

FROM: Christopher Bryant, Founder & General Manager, Hillman B2

RE: Greta Lewis Lupus Foundation – Charity Walk – Application Support Document

Walk Execution: (Greta Lewis) – The gathering for the walk will take place in the College Park gymnasium area. Upon guest arrival between there will be a briefing, followed by departing for the walk. We will walk as a group and exclusively used the sidewalk. The path of walk is Main Street to Ware Avenue, and then return via East Point Street to Main Street. To ensure safety we will return on the same side of the street. The total walk distance is approximately 3 miles. We anticipate returning to the Courtyard area at 11AM.

Motorcycle Riders: (Greta Lewis) – A group of 20 to 30 motorcyclists has expressed interest in participating. As discussed with Mr. Moore and the College Park Chief of Police, the group will ride at the normal pace in order to avoid slowing traffic, or requiring a state-level permit.

Post-Walk Gathering Logistics (Christopher Bryant) – The gathering of friends and supporters of GLLF will be facilitated with outdoor furnishing, including:

- 20x20 Guest Tents (2)
- 10x10 Guest Tents (4)
- 10x10 DJ Tent – Small generator to be used (1)
- 10x10 Food/Beverage Tent (1)
- Banquet tables (3)
- Cocktail tables (26)
- Lounge chairs (78)
- Park Benches for perimeter seating (2 to 4)
-

Refreshments (Greta Lewis) Greta has confirmed sponsorship by Get Fruity Café, located on Main Street in College Park. Smoothies, soft beverages, and light food will be offered.

Tents will be weighted with water ballasts and ratchet straps. Access to water source for ballast fill will be needed. Setup will start on day of event at 6AM. Takedown will start at 1PM.

Event Title: Greta Lewis Lupus Foundation – Charity Walk

Contact Information:

Greta Lewis
5150 Thompson Rd. Unit 5305
Fairburn, GA 30213
Phone: (404) 573-7248
Email: lewisgreta@aol.com

Preferred Location: College Park City Hall – Courtyard

Date: July 18, 2020

Time: 8AM – 3PM

Anticipated Attendance: 50 – 100

It is not anticipated that City of College Park will incur expenses, unless the City agrees to sponsor the event, and grant the cost of city services.

The need for City staff will be based upon the municipal requirements, i.e., police, fire, etc.

Greta Lewis has full and complete responsibility of the event execution. Hillman B2 LLC will provide and maintain responsibility for the provision of tents, tables, and chairs.

All marketing materials and collateral will be the full responsibility of Greta Lewis.

Greta Lewis is requesting usage of the College Park Gym exterior as a meeting place to start the walk, and the Courtyard area for the end-of-walk gathering. The gathering will consist of light food, beverages, and perhaps announcements.

Advertising methods will include but are not limited to Facebook ads, direct mail, and email distribution.

Greta Lewis will provide a General Liability policy of the City required amount, and include the City as a named insured. If required, Greta Lewis will also secure permission from MARTA for the East Point Marta station to be the return point for the walk.

SOCIETY – SITE PLAN

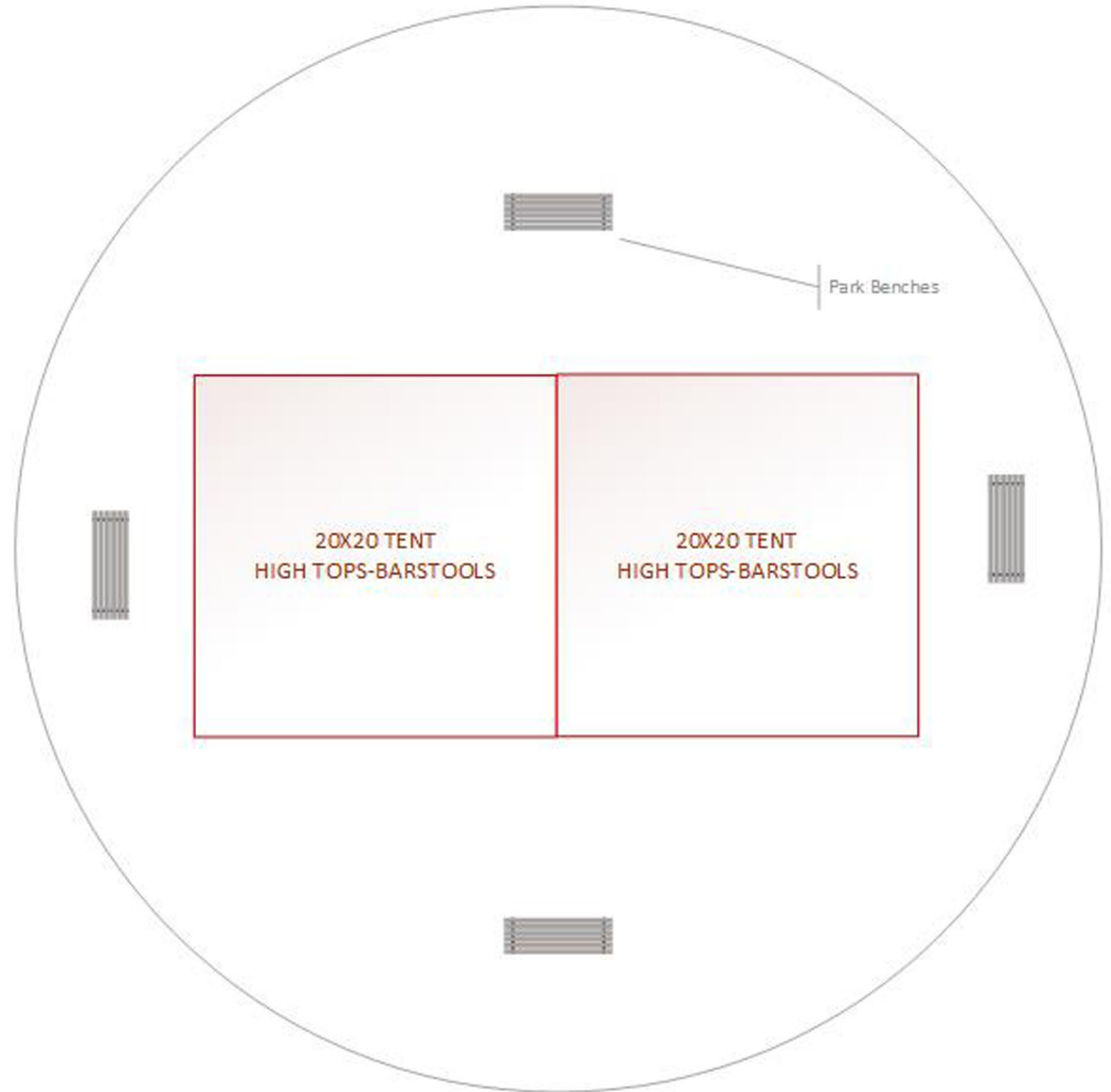
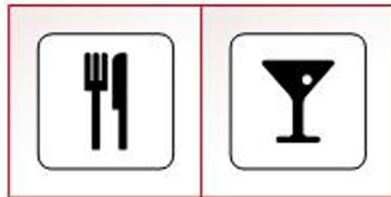
100'x60' / ≈ 6K SF

Greta Lewis's -Lupus Foundation - Walk

July 18, 2020 8AM – 3PM

Tentative Location:

College Park City Hall – Courtyard



60

100'

NEW
Renewal of Number

United States Liability Insurance Company

Direct Billing Policy **6.A.a**

1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. SE 1004829

NAMED INSURED AND ADDRESS:
GRETA LEWIS LUPUS FOUNDATION
5150 THOMPSON ROAD
APT 5305
FAIRBURN, GA 30213

POLICY PERIOD: (MO. DAY YR.) From: 07/18/2020 To: 07/20/2020

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

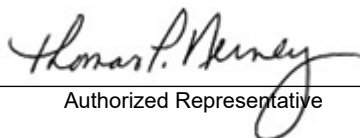
	PREMIUM
Commercial Liability Coverage Part	\$195.00
TOTAL:	\$195.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: AMERICAN FAMILY BROKERAGE, INC. (2420)
Mail Stop Q17U, 6000 American Parkway
Madison, WI 53783

Issued: 06/10/2020 1:20 PM

Broker: Marie Metzger Agency

By: 
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,
COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

6.A.a

Policy No. SE 1004829

Effective Date: 07/18/2020

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	07/98	Limitation Of Coverage To Designated Premises Or Project
CG2147	12/07	Employment-Related Practices Exclusion
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0262	09/08	Georgia Changes - Cancellation And Nonrenewal
Jacket	07/19	Policy Jacket
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-387	03/06	Exclusion - Mechanical Rides
L-423	02/11	Exclusion For Structure Collapse
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-599	10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-606	02/11	Exclusion For Injury To Performers, Entertainers And Participants
L-607	02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-608	02/11	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
L-609	02/11	Animal Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
L-656	02/06	Extension Of Coverage - Committee Members
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured
TRIADN GA	02/15	Disclosure Notice Of Terrorism Insurance Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

6.A.a

Policy No. SE 1004829

Effective Date: 07/18/2020
12:01 AM STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	3667 Main Street, Atlanta, GA 30337	002

PREMIUM COMPUTATION

Evt #	Classification	Code No.	Premium Basis	Pr/Co	All Other	Advance Premium	
						Pr/Co	All Other
1	Sporting Event / Tournament - Running Events (5K, 8K, & 10K) (applicant is the host of the event)	00413	50 Attendees	N/A	195.000	N/A	\$195
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$195
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$195 MP
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

6.A.a

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1004829

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Sporting Event / Tournament - Running Events (5K, 8K, & 10K) (applicant is the host of the event)	07/18/2020	07/18/2020

Location(s):
3667 Main Street, Atlanta, GA 30337

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8168

DATE: June 9, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: IGNITE Project Proposal

In response to direction as offered during the June 1, 2020 Workshop Session, this evening's dialogue provides an opportunity to consider financial support for the IGNITE College Park Community Oriented Resource Center to help to continue to administer projects and programs respectively.

Thank you.

ATTACHMENTS:

- IGNITE 2020 2021 Final Fiscal Year Budget Projection 6 1 2020 (PPTX)

Review:

- | | | |
|--------------------------|-----------|---------------------|
| • Terrence R. Moore | Completed | 06/07/2020 3:47 PM |
| • Rosyline Robinson | Completed | 06/08/2020 12:25 PM |
| • Althea Philord-Bradley | Completed | 06/08/2020 5:11 PM |
| • Terrence R. Moore | Completed | 06/10/2020 6:36 PM |
| • Mayor & City Council | Pending | 06/15/2020 7:30 PM |



2020 – 2021 Budget Projections

11-Month Highlights: July 2019 through May 2020



Received over 2511 calls at Resource Center



Received over \$14,500 in In-Kind goods and services



Assisted 1038 guests through in-office appointments and via phone



Raised \$17,900 in additional donations. Also, St. John Episcopal Church paid out over \$3000 in Utility Bill Assistance to IGNITE guests.



Enrolled 28 volunteers



Volunteers accumulated over 500 volunteer hours



Established partnerships with 28 organizations

11-MONTH FINANCIAL REPORT July 2019 – May 2020



EXPENSES
\$52,068



STAFFING
\$30,700



SPACE RENTAL
\$6000



SUPPLIES
\$4021



PROGRAM OPERATIONS
\$11,347



TOTAL INCOME
\$52,900

2020-21
Annual Project
GOALS:
July 1, 2020
through
June 30, 2021



Receive over 5000 calls at Resource Center



Receive over \$20,000 in In-Kind goods and services



Assist 2000 guests through online connections, in-office appointments, and via phone



Raise \$25,000 in donations.



Enroll 30 additional volunteers



Accumulate over 2000 volunteer hours



Establish partnerships with 25 additional organizations

Proposed Workshops & Projects for 2020-21

College Park Community Grant Program – Grant determination and management for non-profit agencies that assist residents of College Park

M.E.N. – Men’s Empowerment Network: Seminars and job training for men and single fathers

W.O.W. – Women of Wealth: Seminars for women and girls. Employment preparation services

C.A.S.H. – Creating Assets and Sustainable Households: Financial literacy and educational courses for College Park residents

COVID Food – Deliveries of meals and groceries to senior citizens and health compromised populations

Budget Information 2020-21

Total Income Goal: \$60,000 (\$35K College Park + \$25K Ignite Fundraising)

Category	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual 2020-21
Salaries	\$8700	\$8700	\$8700	\$8700	\$34,800
Marketing	\$400	\$100	\$100	\$300	\$900
Phone System/Technology	\$2000	\$450	\$450	\$450	\$3350
Office Supplies	\$200	\$200	\$150	\$150	\$700
Office Machines	\$2500	\$200	\$200	\$200	\$3100
Furniture	\$100	\$100	\$100	\$100	\$400
Workshops	\$200	\$200	\$200	\$200	\$800
Rent	\$1650	\$1650	\$1650	\$1650	\$6600
Miscellaneous	\$2000	\$2000	\$2000	\$2000	\$8000
Totals	\$17,750	\$13,600	\$13,550	\$13,750	\$58,650



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8200

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Ordinances and Resolutions Update

PURPOSE: To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

REASON: To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

- 2020 ORDINANCES (DOC)
- 2020 Resolutions (DOCX)

Review:

- Shavala Moore Completed 06/10/2020 2:01 PM
- Rosyline Robinson Completed 06/10/2020 2:12 PM
- Terrence R. Moore Completed 06/10/2020 6:42 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

2020 ORDINANCES

<u>Ord. No.</u>	<u>Ordinance</u>	<u>Adopted</u>
2020-01	120-Day Moratorium on Tire Shops	2-17-2020
2020-02	State of Emergency Ordinance	3-19-2020
2020-03	Emergency Coronavirus Ordinance – Shelter in Place	3-25-2020
2020-04	Modify State of Emerg. Ord. add Virtual Meetings	4-06-2020
2020-05	Ethics Ordinance	4-20-2020
2020-06	Annexation of 5391 W. Fayetteville Road	4-20-2020
2020-07	Rezoning of 53991 W. Fayetteville Road	4-20-2020
2020-08	Multi-Family Maintenance Ordinance	5-18-2020
2020-09	Fire Inspection Ordinance	6-01-2020

2020 Resolutions

<u>Number</u>	<u>Name</u>	<u>Adopted</u>
2020-01	Mayor Longino – Years of Service Resolution	1/6/2020
2020-02	NLC Service Line Warranty Agreement Resolution	1/6/2020
2020-03	Execution of the MEAG Power Municipal Competitive Trust Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	5/18/2020
2020-10	Budget Adoption Resolution	PENDING
2020-11	Utility Credit Resolution	6/01/2020



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8106

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Quarterly Discretionary Balance Report

PURPOSE: To provide a monthly report of discretionary balances for the Mayor and each City Council Member. This report will be provided the 2nd City Council meeting of every month. See attachments.

Thank you.

ATTACHMENTS:

- 10.April 2020 M&C Mnthly Conv-Meetings (PDF)
- 10.April 2020 M&C Discretionary Analysis (PDF)

Review:

- | | | |
|--------------------------|-----------|---------------------|
| • Althea Philord-Bradley | Completed | 04/30/2020 12:23 AM |
| • Rosyline Robinson | Completed | 04/30/2020 9:29 AM |
| • Terrence R. Moore | Completed | 05/13/2020 4:04 PM |
| • Mayor & City Council | Pending | 06/15/2020 7:30 PM |

**Department of Finance and Accounting
Mayor's
Convention/Meetings (Travel)
Balance
as of April 30, 2020**

Account 100-1300-52-6236

Convention/Meetings (Travel) Allowance-Mayor

Dates	Revenue	FY 2019-20	
Jul-19 Adopted		\$	5,000.00
		<hr style="border: 1px solid black;"/>	
	Total	\$	5,000.00

Dates	Expenses	FY 2019-20	
Jul-19 Convention/Meetings (Travel)		-	
Aug-19 Convention/Meetings (Travel)		-	
Sep-19 Convention/Meetings (Travel)		-	
Oct-19 Convention/Meetings (Travel)		-	
Nov-19 Convention/Meetings (Travel)		-	
Dec-19 Convention/Meetings (Travel)		-	
Jan-20 Convention/Meetings (Travel)		1,223.04	
Feb-20 Convention/Meetings (Travel)		511.81	
Mar-20 Convention/Meetings (Travel)		-	
Apr-20 Convention/Meetings (Travel)		-	
May-20 Convention/Meetings (Travel)		-	
Jun-20 Convention/Meetings (Travel)		-	
	Total	\$	1,734.85
	Balance	\$	3,265.15
		<hr style="border: 1px solid black;"/>	

**Department of Finance and Accounting
Mayor's Discretionary Balance
as of April 30, 2020**

Account 100-1300-53-7185

Discretionary Allowance-Mayor

Dates	Revenue	FY 2019-20	
Jul-19 Adopted		\$	5,000.00
	Total		\$ 5,000.00

Dates	Expenses	FY 2019-20	
Jul-19 Discretionary			-
Aug-19 Discretionary			-
Sep-19 Discretionary			-
Oct-19 Discretionary			-
Nov-19 Discretionary			-
Dec-19 Discretionary			-
Jan-20 Discretionary			-
Feb-20 Discretionary			49.99
Mar-20 Discretionary			-
Apr-20 Discretionary			1,235.24
May-20 Discretionary			-
Jun-20 Discretionary			-
	Total		\$ 1,285.23
	Balance		\$ 3,714.77

Donation Account		FY 2019-20	
Revenues from Donations 2018-2019		\$	61,785.02
Revenues from Donations 2019-2020		\$	9,159.00
Donation from City		\$	50,000.00
Expenses from Mayor's Ball			(54,296.76)
Balance from Donations			\$ 66,647.26
Total Discretionary/Donation Balance			\$ 70,362.03

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2019 - To Date: 04/30/2020

G/L Account Number: 100 1300 53 7185 Discretionary Allowance						
2/14/2020	MailChimp	To Expense Suntrust Credit Card Charges	2/14/2020	CC		\$49.99
					February 2020 Total:	\$49.99
4/1/2020	MailChimp	To Expense Suntrust Credit Card Charges	4/1/2020	CC		\$49.99
4/22/2020	Motley Broom, Bianca	MAYOR & COUNCIL-- Discretionary Allowance	4/22/2020	EFT	3157	\$1,185.25
					April 2020 Total:	\$1,235.24
					Account Total:Discretionary Allowance Mayor	\$1,285.23

Department of Finance and Accounting
Ward 1 Discretionary Balance
as of April 30, 2020

Account : 100-1100-53-7181

Discretionary Allowance-Ward 1

		FY 2019-20	
Dates	Revenue		
Jul-19	Adopted	\$	5,000.00
Jun-19	FY2018-19 Carryforward		12,882.38
			<hr/>
Total			\$ 17,882.38

		FY 2019-20	
Dates	Expenses		
Jul-19	Discretionary		318.04
Aug-19	Discretionary		216.07
Sep-19	Discretionary		-
Oct-19	Discretionary		430.79
Nov-19	Discretionary		-
Dec-19	Discretionary		187.68
Jan-20	Discretionary		28.83
Feb-20	Discretionary		250.00
Mar-20	Discretionary		-
Apr-20	Discretionary		-
May-20	Discretionary		-
Jun-20	Discretionary		-
			<hr/>
Total			\$ 1,431.41
Balance			<u>\$ 16,450.97</u>

		FY 2019-20	
Donation Account			
	Revenues from Donations		-
	Expenses from Donations		-
			<hr/>
Balance from Donations			\$ -
Total Discretionary/Donation Balance			<u>\$ 16,450.97</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2019 - To Date: 04/30/2020

G/L Account Number: 100 1100 53 7181 Discretionary Allowance 1						
7/29/2019	Clay, Ambrose	MAYOR & COUNCIL-- Discretionary Allowance	7/29/2019	Check	213435	\$318.04
July 2019 Total:						\$318.04
8/16/2019	USPS	To Expense Suntrust Credit Card Charges	8/16/2019	CC		\$22.00
8/21/2019	Chick-Fil-A	To Expense Suntrust Credit Card Charges	8/21/2019	CC		\$115.50
8/21/2019	Publix	To Expense Suntrust Credit Card Charges	8/21/2019	CC		\$78.57
August 2019 Total:						\$216.07
10/29/2019	Chick-Fil-A	To Expense Suntrust Credit Card Charges	10/29/2019	CC		\$285.74
10/29/2019	Publix	To Expense Suntrust Credit Card Charges	10/29/2019	CC		\$55.52
10/29/2019	This Is It	To Expense Suntrust Credit Card Charges	10/29/2019	CC		\$48.48
10/29/2019	Walmart	To Expense Suntrust Credit Card Charges	10/29/2019	CC		\$41.05
October 2019 Total:						\$430.79
12/30/2019	Chick-Fil-A	To Expense Suntrust Credit Card Charges	12/30/2019	CC		\$187.68
December 2019 Total:						\$187.68
1/28/2020	Ward 1 Neighborhood Meeting	To Expense Suntrust Credit Card Charges	1/28/2020	CC		\$2.16
1/28/2020	Ward 1 Neighborhood Meeting	To Expense Suntrust Credit Card Charges	1/28/2020	CC		\$26.67
January 2020 Total:						\$28.83
2/25/2020	College Park Youth Coalition	MAYOR & COUNCIL-- Discretionary Allowance	2/25/2020	Check	217795	\$250.00
February 2020 Total:						\$250.00
Account Total:Discretionary Allowance 1						\$1,431.41

**Department of Finance and Accounting
Ward 2 Discretionary Balance
as of April 30, 2020**

Account : 100-1100-53-7182

Discretionary Allowance-Ward 2

Dates	Revenue	FY 2019-20	
Jul-19 Adopted		\$	5,000.00
Jun-19 FY2018-19 Carryforward			303.13
		<hr/>	
	Total	\$	5,303.13

Dates	Expenses	FY 2019-20	
Jul-19 Discretionary		\$	713.88
Aug-19 Discretionary			1,371.45
Sep-19 Discretionary			-
Oct-19 Discretionary			37.67
Nov-19 Discretionary			2,608.40
Dec-19 Discretionary			246.26
Jan-20 Discretionary			-
Feb-20 Discretionary			300.00
Mar-20 Discretionary			-
Apr-20 Discretionary			315.00
May-20 Discretionary			-
Jun-20 Discretionary			-
		<hr/>	
	Total	\$	5,592.66
	Balance	\$	(289.53)

Donation Account		FY 2019-20	
Revenues from Donations		\$	-
Expenses from Donations			-
		<hr/>	
Balance from Donations		\$	-

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2019 - To Date: 04/30/2020

G/L Account Number: 100 1100 53 7182 Discretionary Allowance 2						
7/25/2019	SUBWAY	To Expense Suntrust Credit Card Charges	7/25/2019	CC		\$129.30
7/28/2019	WALMART SUPERCENTER	To Expense Suntrust Credit Card Charges	7/28/2019	CC		\$209.58
7/31/2019	THE FAMILY ENTERTAINMENT CENTER	Discretionary Allowance 2	7/31/2019	Check	213396	\$375.00
					July 2019 Total:	\$713.88
8/7/2019	Right Sales and Services	Discretionary Allowance 2	8/7/2019	EFT	2456	\$200.00
8/7/2019	WALMART SUPERCENTER	To Expense Suntrust Credit Card Charges	8/7/2019	CC		\$254.58
8/8/2019	BJ's	To Expense Suntrust Credit Card Charges	8/8/2019	CC		\$304.35
8/8/2019	BJ's	To Expense Suntrust Credit Card Charges	8/8/2019	CC		\$34.45
8/9/2019	Antonio C. Ricks	Discretionary Allowance 2	8/9/2019	Check	213855	\$250.00
8/9/2019	Sweet Sensations	To Expense Suntrust Credit Card Charges	8/9/2019	CC		\$250.00
8/9/2019	Wayfield	To Expense Suntrust Credit Card Charges	8/9/2019	CC		\$8.07
8/16/2019	Rycream Scott	Discretionary Allowance 2	8/16/2019	Check	213918	\$70.00
					August 2019 Total:	\$1,371.45
10/31/2019	BJ's	To Expense Suntrust Credit Card Charges	10/31/2019	CC		\$37.67
					October 2019 Total:	\$37.67
11/4/2019	Skyhawks Season Tickets	To Expense Suntrust Credit Card Charges	11/4/2019	CC		\$960.00
11/14/2019	Lands End Inc	To Expense Suntrust Credit Card Charges	11/14/2019	CC		\$165.65
11/25/2019	Walmart	To Expense Suntrust Credit Card Charges	11/25/2019	CC		\$1,482.75
					November 2019 Total:	\$2,608.40
12/24/2019	Walmart	To Expense Suntrust Credit Card Charges	12/24/2019	CC		\$90.56
12/24/2019	Chick-fill-a	To Expense Suntrust Credit Card Charges	12/24/2019	CC		\$155.70
					December 2019 Total:	\$246.26
2/26/2020	Adullam Ministries, Inc	Discretionary Allowance 2	2/26/2020	Check	217869	\$300.00
					February 2020 Total:	\$300.00
4/22/2020	One Talent, Inc	Discretionary Allowance 2	4/22/2020	Check	218738	\$315.00
					February 2020 Total:	\$315.00
Account Total:Discretionary Allowance 2						\$5,592.66

**Department of Finance and Accounting
Ward 3 Discretionary Balance
as of April 30, 2020**

Account : 100-1100-53-7183

Discretionary Allowance-Ward 3

Dates	Revenue	FY 2019-20	
Jul-19 Adopted		\$	2,500.00
		<hr/>	
	Total		\$ 2,500.00

Dates	Expenses	FY 2019-20	
Jul-19 Discretionary		\$	-
Aug-19 Discretionary			-
Sep-19 Discretionary			-
Oct-19 Discretionary			-
Nov-19 Discretionary			-
Dec-19 Discretionary			-
Jan-20 Discretionary			-
Feb-20 Discretionary			-
Mar-20 Discretionary			-
Apr-20 Discretionary			-
May-20 Discretionary			-
Jun-20 Discretionary			-
		<hr/>	
	Total		\$ -
	Balance		<u>\$ 2,500.00</u>

	FY 2019-20	
Donation Account		
Revenues from Donations	\$	-
Expenses from Donations		-
	<hr/>	
Balance from Donations		\$ -
Total Discretionary/Donation Balance		<u>\$ 2,500.00</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 7/1/2019 - To Date: 04/30/2020

G/L Account Number: 100 1100 53 7183 Discretionary Allowance 3	
Account	\$0.00

Department of Finance and Accounting
Ward 4 Discretionary Balance
as of April 30, 2020

Account : 100-1100-53-7184

Discretionary Allowance-Ward 4

		FY 2019-20	
Dates	Revenue		
Jul-19	Adopted	\$	5,000.00
Jun-19	FY2018-19 Carryforward		(476.15)
Total		\$	4,523.85

		FY 2019-20	
Dates	Expenses		
Jul-19	Discretionary	\$	5,458.18
Aug-19	Discretionary		732.83
Sep-19	Discretionary		-
Oct-19	Discretionary		146.11
Nov-19	Discretionary		-
Dec-19	Discretionary		-
Jan-20	Discretionary		-
Feb-20	Discretionary		-
Mar-20	Discretionary		-
Apr-20	Discretionary		-
May-20	Discretionary		-
Jun-20	Discretionary		-
Total		\$	6,337.12
Balance			<u>\$ (1,813.27)</u>

		FY 2019-20	
Donation Account			
	Revenues from Donations	\$	24,288.94
	Expenses from Donations		24,063.78
Balance from Donations		\$	225.16
Total Discretionary/Donation Balance		*	<u>\$ (1,588.11)</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2019 - To Date: 04/30/2020

G/L Account Number: 100 1100 53 7184 Discretionary Allowance 4						
7/11/2019	MARTINO WHITE PRINTING INC	CITY CLERK/ Discretionary Allowance 4	7/11/2019	Check	213143	\$394.20
7/13/2019	ESJ CONSULTANT, LLC	CITY CLERK/ Discretionary Allowance 4	7/18/2019	Check	213098	\$1,500.00
7/17/2019	THE REAL MILK & HONEY CAFÉ, LLS	CITY CLERK/ Discretionary Allowance 4	7/18/2019	Check	213166	\$800.00
7/23/2019	CALLING POST.COM	CITY CLERK/ Discretionary Allowance 5	7/23/2019	CC		\$375.00
7/21/2019	USPS.COM	To Expense Suntrust Credit Card Charges	7/21/2018	CC		\$444.13
7/22/2019	RIGHT SALES AND SERVICES INC	CITY CLERK/ Discretionary Allowance 4	7/22/2019	EFT	2420	\$300.00
7/22/2019	RIGHT SALES AND SERVICES INC	CITY CLERK/ Discretionary Allowance 4	7/22/2019	EFT	2420	\$400.00
7/24/2019	CREATIVE FINANCING CONSULTANTS CORP	CITY CLERK/ Discretionary Allowance 4	7/24/2019	Check	213289	\$350.00
7/25/2019	FAMILY DOLLAR	To Expense Suntrust Credit Card Charges	7/25/2019	CC		\$165.89
7/29/2019	WALMART	To Expense Suntrust Credit Card Charges	7/29/2019	CC		\$285.39
7/31/2019	USPS.COM	To Expense Suntrust Credit Card Charges	7/31/2019	CC		\$223.28
7/31/2019	USPS.COM	To Expense Suntrust Credit Card Charges	7/31/2019	CC		\$220.29
July 2019 Total:						\$5,458.18
8/2/2019	Party City	To Expense Suntrust Credit Card Charges	8/2/2019	CC		\$52.14
8/7/2019	Martino White Printing	CITY CLERK/ Discretionary Allowance 4	8/7/2019	Check	213503	\$380.69
8/29/2019	Charias Carter	CITY CLERK/ Discretionary Allowance 4	8/29/2019	Check	214038	\$300.00
August 2019 Total:						\$732.83
10/1/2019	Staples Business Advantage	CITY CLERK/ Discretionary Allowance 4	10/1/2019	Check	215585	\$11.04
10/30/2019	BJ's Wholesale	To Expense Suntrust Credit Card Charges	10/30/2019	CC		\$128.63
10/30/2019	Party City	To Expense Suntrust Credit Card Charges	10/30/2019	CC		\$6.44
October 2019 Total:						\$146.11
Account Total:Discretionary Allowance 4						\$6,337.12



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8193

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Second Public Hearing Fiscal Year 2020-2021 Budget

PURPOSE: To receive public comments on the proposed fiscal year 2020-2021 budget.

REASON: Pursuant of Georgia Code, Section 36-815(e), the local government shall publish in a newspaper of general circulation in the local unit a statement advising the residents of the availability of the budget and also give notice of the time and place of the budget meeting (public hearing). The notice may be a displayed advertisement or news article, not displayed in the legal notices section of the paper, and shall be published at least one (1) week before the budget hearing. Said notice and statement appeared in the South Fulton Neighbor on May 20, 2020, May 27, 2020, June 3, 2020 and June 10, 2020 to properly advise the residents of the second of two public hearings to be held on Monday, June 15, 2020 at 7:30 p.m. The first public hearing was held on June 1st, 2020.

RECOMMENDATION: After hearing public comments the City Manager requests that the Mayor and Council consider taking action on the fiscal year 2020-2021 Council Approved Budget.

BACKGROUND: Budget workshop sessions were held on April 8, 2020; April 15, 2020; April 21, 2020; April 22, 2020; April 29 & May 6, 2020 to review each departmental budget. The Mayor and Council proposed for fiscal year 2020-2021 budget for the General Fund is \$30,281,400 and \$99,680,783 for all Enterprise and other funds respectively.

COST TO THE CITY: \$129,962,183

BUDGETED ITEM: Based on Mayor and Council action.

REVENUE TO CITY: \$129,962,183

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: All City departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Terrence Moore, City Manager
Althea Philord-Bradley, Department of Finance & Accounting

ATTACHMENTS:

- FY2020-2021 Proposed Budget (PDF)

Review:

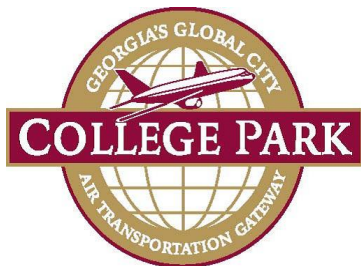
- Althea Philord-Bradley Completed 06/09/2020 3:25 PM
- Rosyline Robinson Completed 06/11/2020 3:10 PM
- Terrence R. Moore Completed 06/11/2020 3:26 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

**City of College Park
Budget for Fiscal Year 2020-2021**

Revenue:	Proposed Budget
General Fund	\$ 30,281,400
Confiscated Drugs	10,000
State Drugs	14,000
E911	875,869
TSPLOST	2,000,000
GICC Special District	121,650
Hospitality	10,999,730
Car Rental	5,203,902
Water and Sewer	8,592,054
Electric	36,104,136
Golf Course	249,935
Sanitation	2,308,495
Convention Center	14,244,150
GICC Arena	6,064,627
FAA	3,300,600
BIDA	8,786,022
Storm Water	805,613
Total Revenues	\$ 129,962,183

Expenses:	Proposed Budget
General Fund	\$ 30,281,400
Confiscated Drugs	10,000
State Drugs	14,000
E911	875,869
TSPLOST	2,000,000
GICC Special District	121,650
Hospitality	10,999,730
Car Rental	5,203,902
Water and Sewer	8,592,054
Electric	36,104,136
Golf Course	249,935
Sanitation	2,308,495
Convention Center	14,244,150
GICC Arena	6,064,627
FAA	3,300,600
BIDA	8,786,022
Storm Water	805,613
Total Expenses	\$ 129,962,183

Net Gain (Loss) -



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8203

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Fiscal Year 2020-2021 Budget Adoption

PURPOSE: Action to adopt the proposed Fiscal Year 2020-2021 Mayor and Council approved budget.

REASON: Pursuant of Georgia Code, Section 36-815(e), the local government shall publish in a newspaper of general circulation in the local unit a statement advising the residents of the availability of the budget and also give notice of the time and place of the budget meeting (public hearing). The notice may be a displayed advertisement or news article, not displayed in the legal notices section of the paper, and shall be published at least one (1) week before the budget hearing. . Said notice and statement appeared in the South Fulton Neighbor on May 20, 2020, May 27, 2020, June 3, 2020 and June 10, 2020 to properly advise the residents of the second of two public hearings to be held on Monday, June 15, 2020 at 7:30 p.m. The first public hearing was held on June 1st, 2020.

RECOMMENDATION: Request Mayor and Council to take action to adopt the Fiscal Year 2020-2021 Mayor and Council approved budget.

BACKGROUND: Per Section 36-81-6, on a date after the conclusion of the hearing the governing authority shall adopt a budget at a public meeting making appropriations for the fiscal year. This public meeting needs to be June 15, 2020. Georgia law requires each municipality to operate under an annual balanced budget; and, a municipality may amend its budget during the fiscal year to adapt to changing governmental needs. Georgia law also states that a government shall adopt a budget ordinance or resolution making appropriations after the conclusion of a budget hearing.

The Public Hearing is to allow for public comment on the proposed budget for the fiscal year beginning July 1, 2020. Nothing in the Georgia Code precludes the conducting of further budget hearings if the governing authority deems such hearings are necessary and that they comply with the applicable advertisement requirements.

Budget workshop sessions were held on April 8,2020; April 15, 2020; April 21, 2020; April 22, 2020; April 29 & May 6, 2020 to review each departmental budget. The Mayor and Council proposed for fiscal year 2020-2021 budget for the General Fund is \$30,281,400 and \$99,680,783 for all Enterprise and other funds respectively.

The City of College Park has not yet received the complete tax digests from the Tax Assessors of Fulton and Clayton Counties. When they are received, the City will be able to compute and determine its final millage for the upcoming fiscal year.

The total budget for Fiscal Year 2020-2021 is \$129,962,183. Please see attached for breakdown.

COST TO CITY: \$129,962,183

BUDGETED ITEM: Based on adoption by Mayor and Council.

REVENUE TO CITY: \$129,962,183

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: All City departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Budget Resolution 2019-13

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Terrence Moore, City Manager
Department of Finance & Accounting

ATTACHMENTS:

- Budget Resolution NO. 2020-10 (PDF)

Review:

- Althea Philord-Bradley Completed 06/10/2020 8:26 PM
- Rosyline Robinson Completed 06/11/2020 9:06 AM
- Terrence R. Moore Completed 06/11/2020 10:00 AM
- Mayor & City Council Pending 06/15/2020 7:30 PM

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF COLLEGE PARK

4
5 RESOLUTION NO. 2020-10
6

7 A RESOLUTION ADOPTING THE CITY OF COLLEGE PARK FISCAL YEAR 2020-
8 2021 FINAL BUDGET AND SEVERAL ITEMS OF REVENUE ANTICIPATIONS,
9 APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS EXPENDITURES,
10 PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL
11 FUNDING AVAILABLE AND FOR OTHER LAWFUL PURPOSES.
12

13 WHEREAS, the City of College Park (“City”) is a municipal corporation duly organized
14 and existing under the laws of the State of Georgia;

15 WHEREAS, the Mayor and Council (“City Council”) is the duly elected governing
16 authority of the City;

17 WHEREAS, sound governmental operations require a budget to plan the financing of
18 services for City residents;

19 WHEREAS, O.C.G.A. § 36-81-1 requires a balanced budget for the City’s fiscal year,
20 which runs each year from July 1st to June 30th;

21 WHEREAS, the Mayor and City Council has reviewed the budget as submitted by the
22 City Manager;

23 WHEREAS, the City Council wishes by this Resolution to adopt its Fiscal Year 2020-
24 2021 annual budget; and

25 WHEREAS, this Resolution will benefit the health and general welfare of the City, its
26 citizens and public.

27 NOW, THEREFORE, THE COUNCIL OF THE CITY OF COLLEGE PARK
28 HEREBY RESOLVES:

29 Section 1:

30 a. **Adoption of Budget.** That the Final Fiscal Year 2020-2021 Budget, attached hereto and
 31 incorporated herein as a part of this Resolution, is hereby adopted as the final budget for the
 32 City of College Park, Georgia for the Fiscal Year 2020-2021, which begins July 1, 2020 and
 33 ends June 30, 2021. A summary of the said budget is as follows:
 34

**City of College Park
 Budget for Fiscal Year 2020-2021**

Revenue:	Proposed Budget
General Fund	\$ 30,281,400
Confiscated Drugs	10,000
State Drugs	14,000
E911	875,869
TSPLOST	2,000,000
GICC Special District	121,650
Hospitality	10,999,730
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GICC Arena	6,064,627
FAA	3,300,600
BIDA	8,786,022
Storm Water	805,613
Total Revenues	\$ 129,962,183

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Expenses:	Proposed Budget
General Fund	\$ 30,281,400
Confiscated Drugs	10,000
State Drugs	14,000
E911	875,869
TSPLOST	2,000,000
GICC Special District	121,650
Hospitality	10,999,730
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FAA	3,300,600
BIDA	8,786,022
Storm Water	805,613
Total Expenses	\$ 129,962,183

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- b. Appropriation.** That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Final Fiscal Year 2020-2021 Budget are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.
- c. Legal Level of Control.** That the “legal level of control” as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the City Council.

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Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are, or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

Section 4. The effective date of this Resolution shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

SO RESOLVED, this ____ day of _____, 2020.

Bianca Motley Broom, Mayor

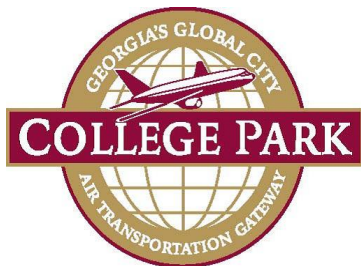
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ATTEST

Shavala Moore, Acting City Clerk

APPROVED AS TO FORM

City Attorney



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8190

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Request to Set a Public Hearing for Consideration of a Rezoning of Six West

PURPOSE: To set a Public Hearing for consideration of a rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District.

REASON: To set a public hearing for consideration of a rezoning application set forth by The City of College Park to rezone the area known as Six West (formally known as Airport City) to PD: Planned Development for a Mixed Use Development.

RECOMMENDATION: Staff recommends that the Public Hearing be set for July 20, 2020.

BACKGROUND: The City of College Park is proposing to redevelopment a large tract of land for a mixed-use development known as Six West. A zoning map of the subject area is attached. The Planning Commission heard this application at the January 27th, 2020 meeting and recommended approval of the rezoning. The staff report from this meeting is attached and the final Staff Report will be completed by July 3, 2020. This hearing started the Development of Regional Impact review by the Atlanta Regional Commission. The DRI was submitted, reviewed, and issued a preliminary approval. While waiting for the DRI to be completed, several community meetings have been held to gain citizen input. This information is being compiled and will be available prior to the public hearing for Council's review. The District Plans detailing the development standards which are required under the Planned Development Zoning District will also be available two weeks prior to the meeting for review. This request is to continue the process of rezoning and present all findings before Council on July 20, 2020.

COST TO CITY: Estimated cost details will be available prior to the July 20th meeting.

BUDGETED ITEM: N/A

REVENUE TO CITY: Estimated revenue details will be available prior to the July 20th meeting.

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of this request would result in a public hearing being set for July 20, 2020

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- MasterPlan_AirportCity_Rezone_StaffReportComplete (PDF)
- AiportCityRezoneMap (PDF)

Review:

- | | | |
|--------------------------|-----------|--------------------|
| • Michelle Alexander | Completed | 06/10/2020 3:23 PM |
| • City Attorney's Office | Completed | 06/10/2020 3:53 PM |
| • Rosyline Robinson | Completed | 06/10/2020 6:27 PM |
| • Terrence R. Moore | Completed | 06/10/2020 6:41 PM |
| • Mayor & City Council | Pending | 06/15/2020 7:30 PM |



College Park Planning Commission
Master Plan Rezoning

Council Ward: Wards 1 & 2
Council Member: Ambrose Clay, Derrick Taylor
Planning Commissioner: Eileen Murphy, Whitney Flemister
Planning Commission Meeting Date: January 27, 2020
City Council Hearing: April 2020
Evaluation Prepared by: Michelle M. Alexander

Applicant: City of College Park, GA

Location: Subject properties located within the area defined by the Airport City Master Plan, adopted August 5, 2019. See attached "Airport City" Concept Plan and current zoning map showing the area boundaries by McDonald Avenue, Princeton Avenue, West Harvard Avenue and Victoria Street on the eastern and northeastern side; Oxford Avenue and Camp Creek Parkway on the southern boundaries; portions of Herschel Road on the west, and; Camp Creek (stream) on the northern border.

Lot Size: 311.91 Acres +/-

Request: **Amend the Comprehensive Plan** to incorporate by reference the Airport City Master Plan approved August 5, 2019 and **rezone as a mixed-use Planned Development** district ("PD"-Commercial), with standards according to the concept plan adopted by Council August 5, 2019. Additionally, the following conditional uses and concurrent variances (per 4.13 B and C) are associated with the rezoning request and proposed PD-C concept site plan:

Concurrent Variances:

1. Increase minimum lot cover from 65% to 85% (4.5)
2. Parking reduction (4.8 F)
3. Reduce buffers between any two **non-residential** uses (4.8 Table II)
4. Reduce alley dimensions to 12 feet for one-way and 16 feet for two way (4.12 D)
5. Allow 8.7 and 8.8 Tree Density to vary according to an alternative tree and landscape plan developed through the District Master Plans
6. Allow private streets (conditionally) (4.11 B)
7. Vary approval time limitations (4.23)

Conditional Height and Use Permits:

1. Vary from the maximum height of 35 feet (4.7)
2. Uses as allowed under HC, OD, C1 and TOD.

Proposed Use: Mixed-use commercial, office and hotel districts incorporating a residential mix of housing, public parks and outdoor recreational venues.

Current Zoning: PC, OP, DO, C2 and TOD



College Park Planning Commission
Master Plan Rezoning

Current Land Use: Mix of public golf course, vacant blocks, neighborhood retail

Future Land Use: The Comprehensive Plan identifies Walkable Community, Suburban Office, Parks and Conservation, and High Density Residential character areas; policy adopted through more detailed land use studies starting with three Livable Centers Initiative (LCI) master planning efforts (March 2008, May 2012, and August 2017) and culminating in the adopted concept plan “Airport City” (adopted August 5, 2019) identifies a mix of residential, retail, commercial, entertainment and public recreation organized into a set of four districts.

Surrounding Properties:

	Current Zoning	Current Land Use
North	R-1 (Low Density Residential District)	Single-family residential
East	OP (Office Professional); TOD (Transit Oriented Dev)	Vacant, scattered commercial
South	Camp Creek Parkway (across street HC – Hospitality Campus)	Convention Center
West	R-1 (Low Density Residential District); OP (Office Professional)	Single-family residential; Vacant

Executive Summary and Master Plan Concept:

The City of College Park proposed rezoning and site plan will entitle the property so that the City of College Park may enter strategic partnerships with quality private sector investors interested in implementing the vision as adopted by the Airport Master Plan. The plan provides sufficient programming of uses for purposes of zoning, provided that conditions include the establishment of development controls as recommended below.

- **Background.** The adopted Concept Plan follows several years of land use, market and transportation study for the subject site and sites immediately adjacent to it and the deliberate acquisition of properties for City-guided, master planned development. Studies included three Livable Centers Initiative (LCI) master planning efforts (adopted March 2008, May 2012, and August 2017, respectively) in addition to the multi-jurisdictional Aerotropolis Alliance Blueprint (2016) which coined the “Airport City” concept for College Park controlled acreage west of the Main Street and surrounding the golf course. The City appointed a set of private and public stakeholders to inform the “Airport City Master Plan”. Three public hearings and a Council Work Session were held to discuss the plan recommendations. Consultants are preparing a series of community involvement efforts in January through March 2020 to engage the community and additional stakeholders in preparation of detailed site layout and feasibility based on field conditions.
- **Proposed Build-Out.** The Concept Plan proposes a build-out plan constrained by existing airport flight conditions that limit the location of residential development on the site. It is also informed by market analysis generated by both the Airport Master Plan and the Aerotropolis Blueprint efforts. The exact mix will be determined by continued community engagement and private sector response and engineering, but as adopted includes approximately:
 - 760,000 square feet of regional retail (mall, outlet, anchor-tenant)



College Park Planning Commission
Master Plan Rezoning

- Up to 2.4 million square feet Class “A” office
- 750 residential dwelling units (mix of single family detached, attached and multi-family)
- Hotels with approximately 1,200 hotel keys
- 1.2 million square feet community- and neighborhood-scale commercial and office developed incrementally over ten years
- 63 acres golf course and 325,000 additional square feet of public and private recreation, both indoor and outdoor
- 50,000 square foot performing arts/cultural center
- **Development Standards.** The proposed Concept Plan complies with the requirements of the PD District. PD district provides for urban-context development through standards that minimize setbacks, maximize pedestrian connectivity and a minimum 15% common open space. The City is currently developing specific standards through a series of “District Plans” internal to the site with both broad community input and private sector insight. Staff recommends that the rezoning conditions the site to the controls established by these “District Plans” undertaken with community involvement.
- **Infrastructure/Transportation:** The project triggers a “Development of Regional Impact” (DRI) review and approval required to address the transportation and transit impacts generated by the project. The City has met with the Atlanta Regional Commission (ARC), GRTA, GDOT, MARTA and the City of Atlanta for the required “pre-review meeting” to assess the traffic study methodology proposed by the City transportation consultants.
 - Jurisdictions may conduct public hearings on petitions that are subject to DRIs but may not make a final decision until GRTA has made its final findings and recommended conditions, based on the traffic study.
 - Staff anticipates a DRI determination by the end of March 2020 with conditions to be incorporated into final recommendations for Mayor and Council consideration in April 2020.

Criteria for Consideration of a Rezoning Request

The following analysis addresses criteria required for consideration of zoning requests as established by Article IX Section 14.11 (G) of the City of College Park zoning ordinance:

(a) Would the zoning be consistent and/or compatible with the city’s land use and development plans, goals and objectives?

Yes, as approved, the project is compatible with the city’s development plans and goals; it implements the vision established by several, progressively detailed, adopted planning efforts.

(b) Would the proposed use tend to increase, to decrease or to have an impact on traffic safety and congestion in the streets?

Yes, the proposed use will impact the traffic conditions; for this purpose a detailed traffic study is being undertaken and subject to review by regional and state agencies through the “Development of Regional Impact” (DRI) process. The process will identify required infrastructure improvements and transit options in order to mitigate anticipated impacts.



College Park Planning Commission
Master Plan Rezoning

(c) Would the proposed use tend to increase, decrease or to have no relation to safety from fire, panic or other danger?

Fire Marshall, Building Officials and police will all review the proposed developments for fire/safety code and to optimize best practices for safety in urban design.

(d) Would the proposed use tend to promote, to diminish or to have no influence on the public health and general welfare?

The proposed use promotes the public and general welfare. It will enhance the built environment, decrease the need to drive to neighboring jurisdictions for amenities and entertainment, generate employment, expand the tax base and create value.

(e) Would the proposed use tend to increase, to decrease or to have no influence on the provision of adequate light and air?

The proposed use should not unduly influence air or light.

(f) Would the proposed use tend to cause, prevent or to have no influence on the overcrowding of land?The proposed use as designed will provide a quality balance of land use and public space and thus prevent overcrowding.

(g) Would the proposed use tend to cause, to prevent or to have no relation to the undue concentration or the undue scattering of population or development?

The proposed site layout will provide a quality balance of intensity, contribute to preventing sprawl without undue concentration, given the relation of development to public space proposed.

(h) Would the proposed use tend to impede, facilitate or have no impact on the adequate provision of transportation, water, sewerage, and/or public services or facilities?

The proposed use will have an impact on infrastructure and is therefore conditioned on the results of more detailed "District Plans" that are examining the capacity to the proposed demand on facilities and will determine a phasing plan for service provision.

(i) Would the proposed use tend to be compatible with or be incompatible with environmental conditions and/or with surrounding development? If incompatible, what factors, if any, would diminish the value, use and enjoyment of the surrounding properties?

The design aims to meet or exceed best practices for sustainable development and will meet or exceed the Georgia Stormwater Manual.

(j) Would the proposed use tend to require only reasonable expenditures of public funds, or would the use tend to require an excessive or premature expenditure of public funds?

The city is generating the financial plan to ensure only reasonable expenditures of public funds; to this end the city is actively pursuing strategic private sector partners.



College Park Planning Commission
Master Plan Rezoning

(k) Would the proposed use tend to promote, to diminish or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?

The development aims to enhance the aesthetic value of the area.

(l) Would the proposed use lead to development that is a deterrent to the value of adjacent property?

As proposed, the development will positively impact the value of adjacent property.

(m) Would the proposed zoning create an isolated district unrelated to adjacent and nearby districts?

No, the proposed zoning allows for mixed-use development that will transition appropriately to nearby uses.

Recommendation: “Approval”, of amending the Comprehensive Plan to incorporate by reference the entire Airport City, and; **“Approval”** of the **PD-Commercial zoning district** with the following conditions:

1. Conditioned upon the conceptual site plan (Master Plan Concept) adopted within the Airport Master Plan August 5, 2019 (attached as exhibit)
2. Compliance with development standards within the Master Plan “district” plans currently being prepared for the Airport City project, to be approved by Mayor and Council
3. Final Plan shall be reviewed by City Planner and City Engineer for written recommendations and presented to Mayor and Council for final approval, and;

“Approval” of the following concurrent variances

1. Increase minimum lot cover from 65% to 85% (4.5)
2. Parking reduction (4.8 F)
3. Reduce buffers between any two non-residential uses (4.8 Table II)
4. Reduce alley dimensions to 12 feet for one-way and 16 feet for two way (4.12 D)
5. Allow 8.7 and 8.8 Tree Density to vary according to an alternative tree and landscape plan developed through the District Master Plans
6. Allow private streets (conditionally) (4.11 B)
7. Vary approval time limitations (4.23)

and, “Approval” of the following Conditional Height and Use Permits:

1. Vary from the maximum height of 35 feet (4.7) to allow up to 20 stories with height transitions as shall be required by the “District Plans”
2. Uses as allowed under HC, OD, C1 and TOD.

Attachments:

- Airport City Master Plan Concept
- List of all parcel identification numbers (PINs) for subject properties
- Existing Zoning Map
- Schedule of Master Plan District Plan Completion

StreetAddr	PARCEL_NO	StreetAddr	PARCEL_NO
1922 YALE AVE	14016100130084	2026 HARVARD AVE	14016100050951
1948 WEST HARVARD AVE	14016100050589	2027 COLUMBIA AVE	14016100040432
1949 COLUMBIA AVE	14016100050639	2027 HARVARD AVE	14016100040184
1951 COLUMBIA AVE	14016100050647	2032 COLUMBIA AVE	14016100080545
1952 WEST OGLETHORPE AVE	14016100130175	2036 COLUMBIA AVE	14016100080537
1953 COLUMBIA AVE	14016100050654	2037 COLUMBIA AVE	14016100040457
1954 HARVARD AVE	14016100050571	2040 HARVARD AVE	14016100040408
1955 COLUMBIA AVE	14016100050662	2043 COLUMBIA AVE	14016100040465
1956 WEST OGLETHORPE AVE	14016100130167	2044 HARVARD AVE	14016100040390
1957 WEST COLUMBIA AVE	14016100050670	2044 WEST PRINCETON AVE	14016100040580
1958 WEST HARVARD AVE	14016100050563	2045 COLUMBIA AVE	14016100040473
1958 YALE AVE	14016100130043	2048 JOHN WESLEY AVE	14016100080479
1959 COLUMBIA AVE	14016100050688	2049 W JOHN WESLEY AVE	14016100080370
1961 COLUMBIA AVE	14016100050803	2049 WEST YALE AVE	14016100080586
1966 YALE AVE	14016100130035	2050 WEST HARVARD AVE	14016100040382
1967 COLUMBIA AVE	14016100050704	2051 ROOSEVELT AVE	14019100080796
1967 WEST JOHN WESLEY AVE	14016100090254	2051 YALE AVE	14016100080289
1968 WEST OGLETHORPE AVE	14016100130142	2055 COLUMBIA AVE	14016100040481
1971 COLUMBIA AVE	14016100050712	2058 COLUMBIA AVE	14016100080099
1973 COLUMBIA AVE	14016100050720	2062 HARVARD AVE	14016100040358
1975 WEST OGLETHORPE AVE	14016100130027	2063 COLUMBIA AVE	14016100040499
1976 WEST OGLETHORPE AVE	14016100130241	2065 WEST JOHN WESLEY AVE	14016100080552
1977 COLUMBIA AVE	14016100050738	2065 YALE AVE	14016100080305
1980 COLUMBIA AVE	14016100090155	2066 HARVARD AVE	14016100040556
1980 COLUMBIA AVE	14016100090163	2068 COLUMBIA AVE	14016100080073
1982 WEST JOHN WESLEY AVE	14016100090379	2069 HARVARD AVE	14016100040200
1988 HARVARD AVE	14016100050449	2069 JOHN WESLEY AVE	14016100080529
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1998 YALE AVE	14016100120069	2083 WEST HARVARD AVE	14016100040085
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2008 COLUMBIA AVE	14016100090056	2093 HARVARD AVE	14016100040101
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2012 COLUMBIA AVE	14016100090049	2096 PRINCETON AVE	14016100040010
2015 COLUMBIA AVE	14016100050498	2097 COLUMBIA AVE	14016100040598
2016 WEST HARVARD AVE	14016100050399	2097 HARVARD AVE	14016100040119
2020 COLUMBIA AVE	14016100090023	2098 HARVARD AVE	14016100040606
2020 WEST HARVARD AVE	14016100050381	2099 YALE AVE	14016100080222
2020 WEST JOHN WESLEY AVE	14016100090312	2100 COLUMBIA AVE	14016100080016
2024 COLUMBIA AVE	14016100090015	2100 WEST JOHN WESLEY AVE	14016100080461

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2102 HARVARD AVE	14019200030477	2143 HARVARD AVE	14019200030279
2102 WEST PRINCETON AVE	14019200030188	2143 PRINCETON AVE	14019200020601
2105 COLUMBIA AVE	14019200030923	2143 ROOSEVELT AVE	14019100080861
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2111 COLUMBIA AVE	14019200030907	2146 COLUMBIA AVE	14019200030717
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2112 PRINCETON AVE	14019200030162	2147 HARVARD AVE	14019200030287
2112 WEST HARVARD AVE	14019200030451	2147 REDWINE AVE	14019200020080
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2133 REDWINE AVE	14019200020726	2166 PRINCETON AVE	14019200030048
2133 WEST HARVARD AVE	14019200030253	2166 REDWINE AVE	14019200020189
2134 PRINCETON AVE	14019200030113	2166 ROSS AVE	14019200020445
2136 COLUMBIA AVE	14019200030733	2167 ROOSEVELT AVE	14019100080713
2136 ROSS AVE	14019200020502	2167 ROSS AVE	14019200020379
2136 WEST PRINCETON AVE	14019200030881	2167 WEST PRINCETON AVE	14019200020650
2137 COLUMBIA AVE	14019200030824	2169 WEST HARVARD AVE	14019200030329
2137 PRINCETON AVE	14019200020593	2171 REDWINE AVE	14019200020031
2137 ROSS AVE	14019200020700	2171 ROSS AVE	14019200020387
2137 WEST HARVARD AVE	14019200030261	2172 ROSS AVE	14019200020437
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2140 WEST PRINCETON AVE	14019200030899		

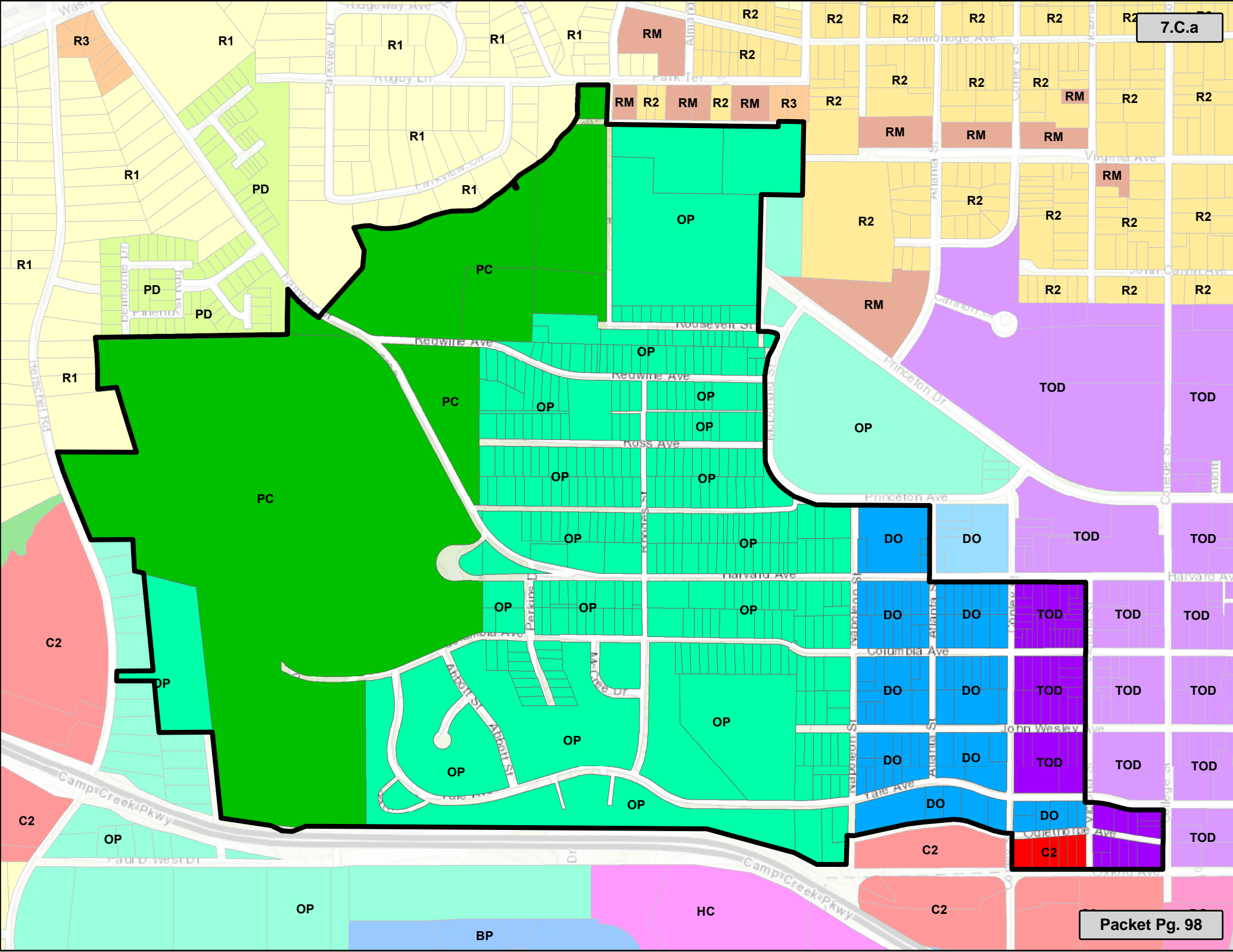
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2177 WEST HARVARD AVE	14019200030345	2215 REDWINE AVE	14019200010180
2178 ROSS AVE	14019200020429	2216 HARVARD AVE	14019200040278
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2180 REDWINE AVE	14019200020163	2218 ROSS AVE	14019200010511
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2181 HARVARD AVE	14019200030352	2221 COLUMBIA AVE	14019200040419
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2183 ROSS AVE	14019200020403	2222 ROSS AVE	14019200010503
2183 WEST PRINCETON AVE	14019200020684	2225 COLUMBIA AVE	14019200040740
2185 COLUMBIA AVE	14019200040344	2225 PRINCETON AVE	14019200010644
2185 ROOSEVELT AVE	14019100080630	2228 ROSS AVE	14019200010495
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2190 PRINCETON AVE	14019200040138	2230 WEST HARVARD AVE	14019200040245
2190 ROSS AVE	14019200010560	2230 WEST PRINCETON AVE	14019200040054
2190 WEST HARVARD AVE	14019200040328	2233 HARVARD AVE	14019200040203
2191 COLUMBIA AVE	14019200040351	2234 PRINCETON AVE	14019200040047
2191 ROOSEVELT AVE	14019100080622	2235 COLUMBIA AVE	14019200040690
2194 HARVARD AVE	14019200040310	2236 REDWINE AVE	14019200010883
2195 ROOSEVELT AVE	14019100080614	2238 ROSS AVE	14019200010479
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2271 ROSS AVE	14019200010297	3847 CONLEY ST	14016100090346
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3461 HARRIS DR	14019100050153		
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3593 ROOSEVELT AVE	14019100080580		
3603 MC DONALD ST	14019200020148		
3629 RHODES ST	14019200010156		
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3733 VICTORIA ST	14016100050597		
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3739 NAPOLEON ST	14016100040275		
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3787 VICTORIA ST	14016100090197		
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3790 PERKINS DR	14019200050152		
3792 NAPOLEON ST	14016100080081		
3793 VICTORIA ST	14016100090205		
3798 NAPOLEON ST	14016100080362		
3800 HERSCHEL RD	14019300020360		
3845 CONLEY ST	14016100090338		

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0 CAMP CREEK PKWY REAR	140192LL0174	0 REDWINE AVE	14019200020049
0 COLLEGE ST	14016100130100	0 REDWINE AVE	14019200020056
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0 HARRIS DR	14019100080473	0 ROOSEVELT AVE	14019100080606
0 HARRIS DR	14019100080598	0 ROOSEVELT AVE	14019100080903
0 HARRIS DR	14019100080895	0 ROOSEVELT AVE REAR	14019100080051
0 HARVARD AVE	14016100040564	0 ROSS AVE	14019200010347
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0 NORTH ATLANTA ST	14016100040176	0 ROSS AVE	14019200010453
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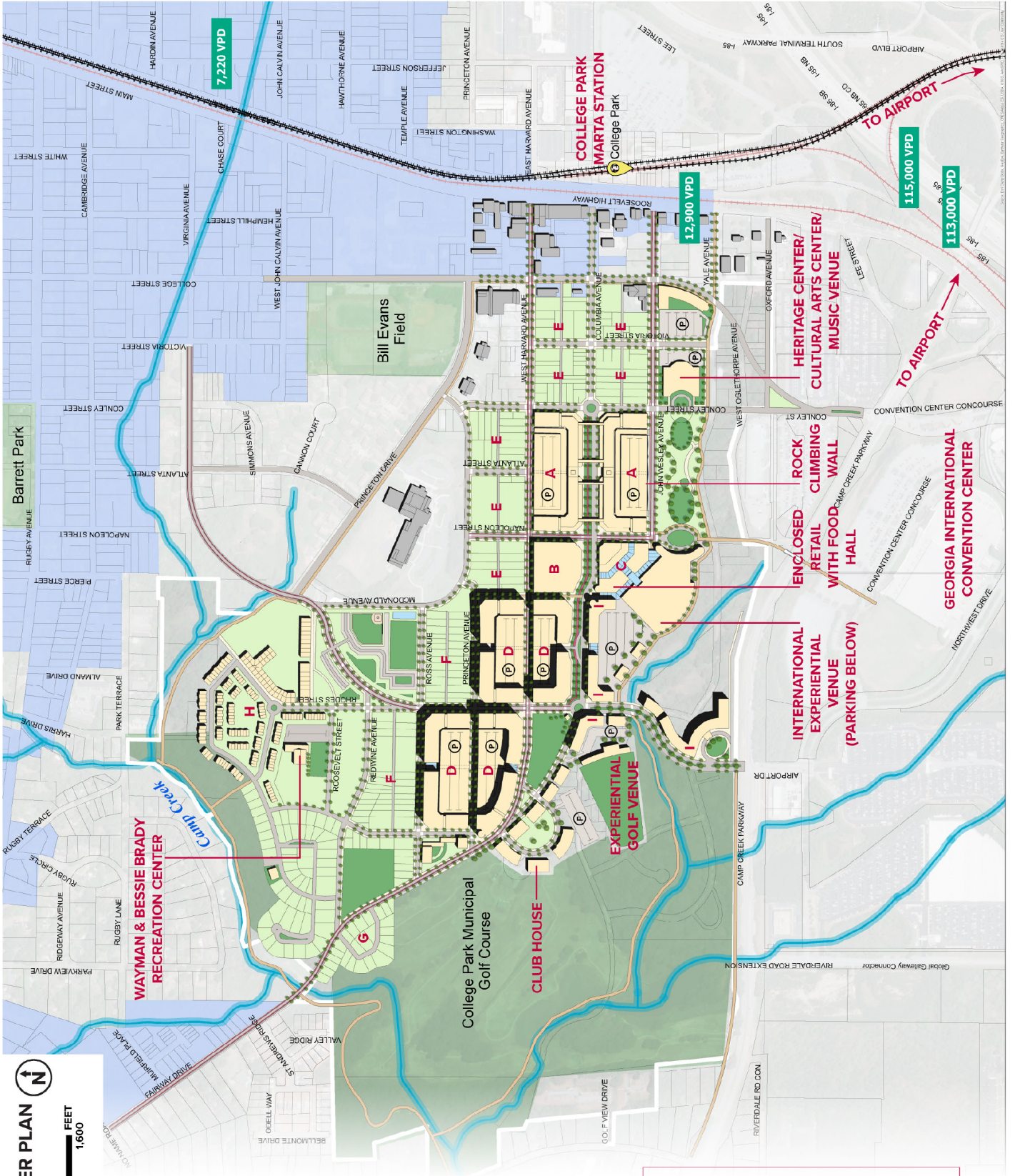
AIRPORT CITY MASTER PLAN

Master Plan Concept



LEGEND

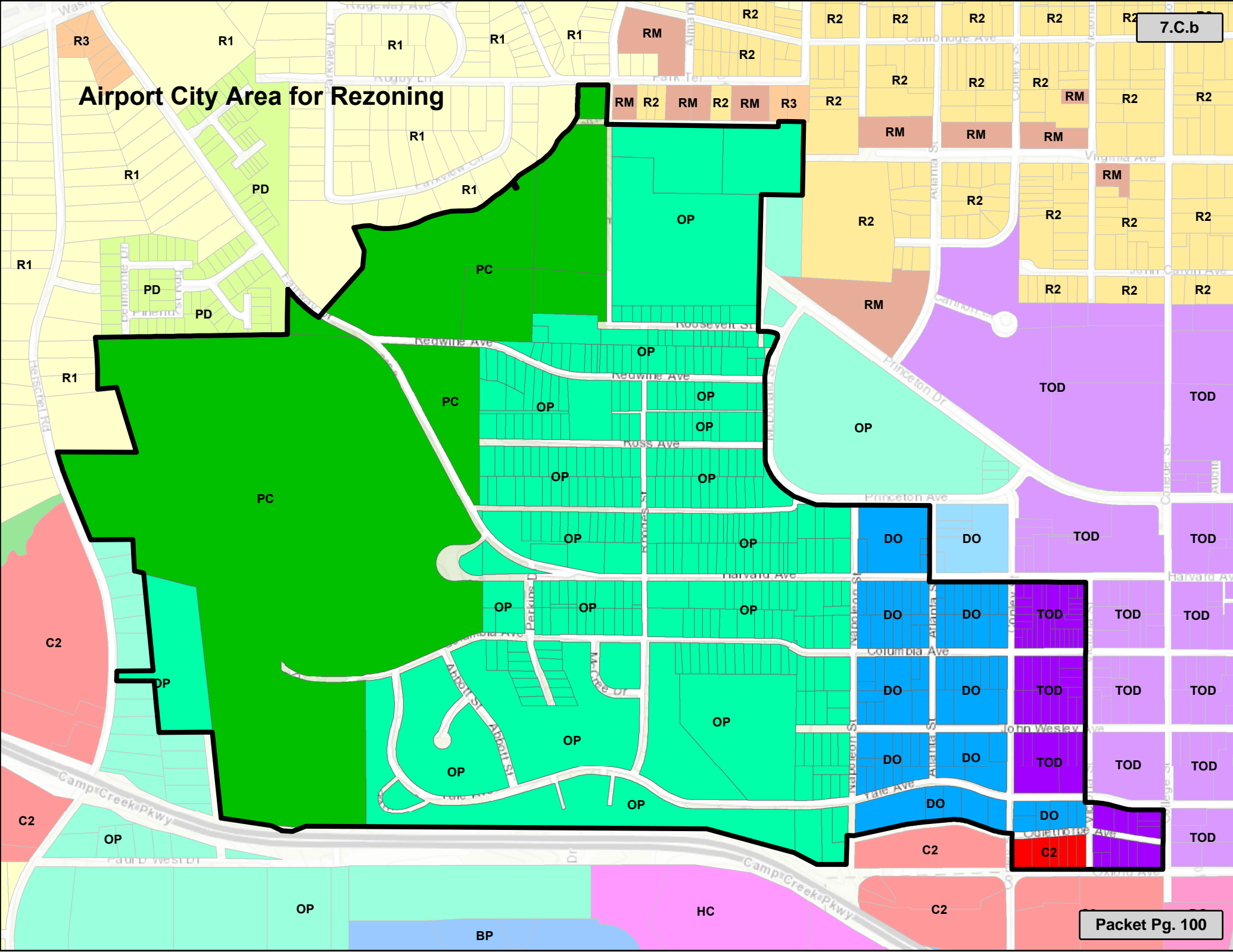
- BUILDING DEVELOPMENT
- PARKING SURFACE/DECK
- STREETS
- BIKE LANES
- MULTI-USE PATHWAYS
- GREENSPACES
- EXISTING PARKS
- MARTA RAIL LINES
- RAILROADS
- RIVERS & STREAMS
- MARTA TRANSIT STATION
- COLLEGE PARK HISTORIC DISTRICT
- STUDY AREA



AREA AND LAND USE

- A - 2 STORY RETAIL OUTLET/COMMERCIAL DEVELOPMENT: 240,000 SF EACH
- B - 2 STORY RETAIL BIG BOX/COMMERCIAL DEVELOPMENT: 220,000 SF
- C - RETAIL OUTLET MALL: 90,000 SF
- D - 10 TO 12 STORY "CLASS A" OFFICES AND ACCESSORY USES: 2.4 MILLION SF EACH
- E - PARCELS FOR INCREMENTAL COMMERCIAL DEVELOPMENT
- F - PARCELS FOR INCREMENTAL OFFICE DEVELOPMENT
- G - PARCELS FOR INCREMENTAL RESIDENTIAL DEVELOPMENT
- H - RESIDENTIAL DEVELOPMENT WITH SINGLE FAMILY UNITS, MULTI FAMILY UNITS, AND TOWNHOMES.
- I - 6 TO 7 STORY HOTEL DEVELOPMENT

Airport City Area for Rezoning





CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8178

DATE: June 6, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Judge - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Monica E. Ewing as Chief Judge for the College Park Municipal Court.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract for FY 2020-21.

BACKGROUND: Judge Monice E. Ewing provides City Judge Services for the City of College Park Municipal Court.

COST TO CITY: \$65,000 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.
College Park Police Department

ATTACHMENTS:

- City Judge Annual Contract - 2020-21 (DOCX)
- City Judge Contract-FY 2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:48 PM
- Rosyline Robinson Completed 06/08/2020 12:26 PM
- City Attorney's Office Completed 06/08/2020 2:18 PM
- Ferman Williford Completed 06/08/2020 2:21 PM
- Terrence R. Moore Completed 06/10/2020 6:38 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

AGREEMENT

WHEREAS, the City of College Park (the "City"), by and through its Mayor and Council, has appointed Monica E. Ewing as Judge (the "Judge") of the Municipal Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Monica E. Ewing shall serve as chief judge of the Municipal Court of College Park.

2.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Mondays, Wednesdays and Fridays.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall be authorized to issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

5.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Judge shall receive as compensation, the sum of \$65,000 per annum, payable in equal monthly installments and prorated over the term of this agreement.

7.

The Judge shall be granted paid release time for twelve (12) days during the term of this Agreement. In the event the Judge is absent from Court more than twelve (12) days during the term of this Agreement, deductions from her compensation shall be made to cover the compensation of the Judge Pro Tem sitting in her absence. The Judge shall also be granted paid release time to attend continuing judicial education seminars and when she recuses herself due to a conflict of interest.

8.

This Agreement shall become effective July 1, 2020, and shall remain in effect through June 30, 2021. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall meet with the Mayor and Council of College Park not less than twice each calendar year. In such meetings, the Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

10.

The parties understand and agree that the Mayor and Council of College Park shall appoint the Judge Pro Tempore as well as any Pro Hac and associate Judges as the Mayor and Council shall deem necessary. The Mayor and Council may solicit and consider the recommendation of the Judge in making such appointments.

11.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

Monica E. Ewing, City Judge

Date

AGREEMENT

WHEREAS, the City of College Park (the "City"), by and through its Mayor and Council, has appointed Monica E. Ewing as Judge (the "Judge") of the Municipal Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Monica E. Ewing shall serve as chief judge of the Municipal Court of College Park.

2.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Mondays, Wednesdays and Fridays.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall be authorized to issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

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The Judge shall receive as compensation, the sum of \$65,000 per annum, payable in equal monthly installments and prorated over the term of this agreement.

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The Judge shall be granted paid release time for twelve (12) days during the term of this Agreement. In the event the Judge is absent from Court more than twelve (12) days during the term of this Agreement, deductions from her compensation shall be made to cover the compensation of the Judge Pro Tem sitting in her absence. The Judge shall also be granted paid release time to attend continuing judicial education seminars and when she recuses herself due to a conflict of interest.

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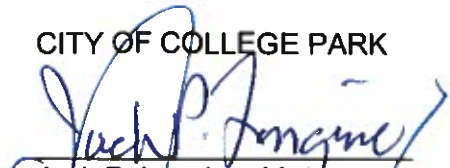
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The parties understand and agree that the Mayor and Council of College Park shall appoint the Judge Pro Tempore as well as any Pro Hac and associate Judges as the Mayor and Council shall deem necessary. The Mayor and Council may solicit and consider the recommendation of the Judge in making such appointments.

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The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

CITY OF COLLEGE PARK

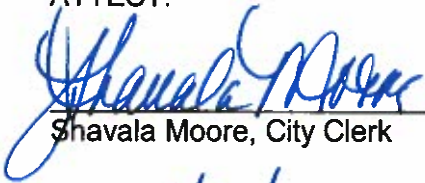


Jack P. Longino, Mayor



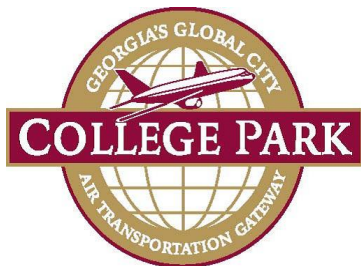
Monica E. Ewing, City Judge

ATTEST:



Shavala Moore, City Clerk

6/27/19
Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8179

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Judge Pro Tempore - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contracts with Kenneth E. Morrow and Stefani R. LaCour for Judge Pro Tempore services for the City of College Park Municipal Court.

REASON: The current contracts expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract for FY 2020-21.

BACKGROUND: Mr. Kenneth E. Morrow (hire date of February 11, 2012) and Ms. Stefani R. LaCour (hire date of February 6, 2016) serve as part-time on-call judges pro tempore for the City of College Park Municipal Court.

COST TO CITY: \$400.00 flat rate per court session. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.

College Park Police Department

ATTACHMENTS:

- City Judge-PartTime-K.Morrow-FY2020-21 (DOCX)
- City Judge-PartTime-K.Morrow-FY2019-20 (PDF)
- City Judge-PartTime-S. LaCour-FY2020-21 (DOCX)
- City Judge-PartTime-S.Lacour-FY2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:48 PM
- Rosyline Robinson Completed 06/08/2020 12:27 PM
- City Attorney's Office Completed 06/08/2020 5:05 PM
- Ferman Williford Completed 06/09/2020 8:46 AM
- Terrence R. Moore Completed 06/10/2020 6:39 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

AGREEMENT

WHEREAS, the City of College Park (“City”), by and through its Mayor and Council, has appointed Kenneth E. Morrow as Municipal Court Judge Pro Tempore (“Judge”) of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Kenneth E. Morrow shall serve as Municipal Court Judge Pro Tempore of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective July 1, 2020, and shall remain in effect through June 30, 2021. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

Kenneth E. Morrow
Judge Pro Tempore

Date

AGREEMENT

WHEREAS, the City of College Park (“City”), by and through its Mayor and Council, has appointed Kenneth E. Morrow as Municipal Court Judge Pro Tempore (“Judge”) of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Kenneth E. Morrow shall serve as Municipal Court Judge Pro Tempore of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

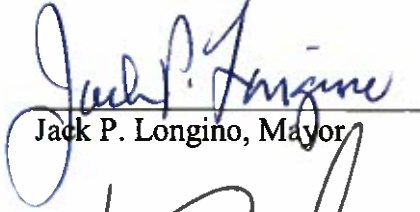
This Agreement shall become effective July 1, 2019, and shall remain in effect through June 30, 2020. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.


The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK

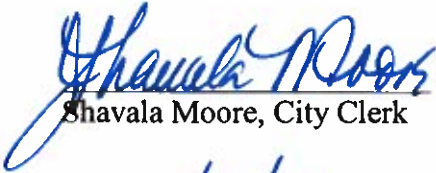


Jack P. Longino, Mayor



Kenneth E. Morrow
Judge Pro Tempore

ATTEST:



Shavala Moore, City Clerk

6/27/19
Date

AGREEMENT

WHEREAS, the City of College Park (“City”), by and through its Mayor and Council, has appointed Stefani R. LaCour as Municipal Court Judge Pro Tempore (“Judge”) of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Stefani R. LaCour shall serve as Municipal Court Judge Pro Tempore of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective July 1, 2020, and shall remain in effect through June 30, 2021. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK

Bianca Motley, Mayor

ATTEST:

Shavala Moore, City Clerk

Stefani R. LaCour
Judge Pro Tempore

Date

AGREEMENT

WHEREAS, the City of College Park (“City”), by and through its Mayor and Council, has appointed Stefani R. Lacour as Municipal Court Judge Pro Tempore (“Judge”) of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Stefani R. Lacour shall serve as Municipal Court Judge Pro Tempore of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective July 1, 2019, and shall remain in effect through June 30, 2020. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK




Jack P. Longino, Mayor



Stefani R. Lacour
Judge Pro Tempore

ATTEST:



Shavala Moore, City Clerk

6/27/19

Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8180

DATE: June 6, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Solicitor - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Al Drake Dixon as City Solicitor for the College Park Municipal Court.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract for FY 2020-21.

BACKGROUND: Attorney Al Drake Dixon provides City Solicitor Services for the City of College Park Municipal Court.

COST TO CITY: \$50,000 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.
College Park Police Department

ATTACHMENTS:

- City Solicitor Annual Contract - FY2020-21 (DOC)
- City Solicitor-FullTime-Al Dixon FY2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:49 PM
- Rosyline Robinson Completed 06/08/2020 12:27 PM
- City Attorney's Office Completed 06/09/2020 1:25 PM
- Ferman Williford Completed 06/09/2020 1:26 PM
- Terrence R. Moore Completed 06/10/2020 6:39 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

AGREEMENT

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Al Dixon as Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Al Dixon shall serve as Solicitor of the City Court of College Park.

2.

In coordination with the appropriate City staff, the Solicitor shall be responsible for:

- Providing representation for the City within the City's municipal court by attending all regular sessions established by the Municipal Judge;
- Prosecuting all cases before the municipal court (including code enforcement, traffic, penal code, and comparable cases in municipal court). The Solicitor shall manage cases until dismissed, settled or decided in trial by the judge;
- Preparing municipal court cases for trial; preparing complaints and pleadings, interviewing and preparing witnesses and reviewing cases set for pretrial;
- Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and
- Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

3.

Additional Matters

Reporting: The Solicitor shall file quarterly reports with the City delineating each case handled by the Solicitor, including the name(s), charge(s), case number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior quarter.

Attorney Conflict: In the event the Solicitor must withdraw from a case because of a conflict of interest, the Solicitor shall be responsible for immediately notifying the City Manager in order to provide for the naming of an attorney to handle any such case.

Twenty-Four Hour Telephone Access: The Solicitor shall provide the City Police Department the telephone number or numbers at which the Solicitor can be reached for advice twenty-four (24) hours each day.

Assignment or Subcontractors: No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Solicitor without the prior written consent of the City.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as the Solicitor deems necessary.

5.

The Solicitor shall receive as compensation, the sum of \$50,000.00 per annum, payable in equal monthly installments and prorated over the term of this agreement.

6.

The Solicitor shall be granted paid release time for twelve (12) court sessions during term of this Agreement. In the event the Solicitor is absent from Court more than twelve (12) sessions during the term of this Agreement, pro-rated deductions from his compensation shall be made.

The Solicitor shall also be granted paid release time to attend continuing legal education seminars and when he recuses himself due to a conflict of interest.

7.

The Agreement shall become effective July 1, 2020, and shall remain in full force through June 30, 2021, unless extended

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

Al Dixon, City Solicitor

Date

AGREEMENT

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Al Dixon as Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Al Dixon shall serve as Solicitor of the City Court of College Park.

2.

In coordination with the appropriate City staff, the Solicitor shall be responsible for:

- Providing representation for the City within the City's municipal court by attending all regular sessions established by the Municipal Judge;
- Prosecuting all cases before the municipal court (including code enforcement, traffic, penal code, and comparable cases in municipal court). The Solicitor shall manage cases until dismissed, settled or decided in trial by the judge;
- Preparing municipal court cases for trial; preparing complaints and pleadings, interviewing and preparing witnesses and reviewing cases set for pretrial;
- Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and
- Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

3.

Additional Matters

Reporting: The Solicitor shall file quarterly reports with the City delineating each case handled by the Solicitor, including the name(s), charge(s), case number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior quarter.

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Assignment or Subcontractors: No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Solicitor without the prior written consent of the City.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as the Solicitor deems necessary.

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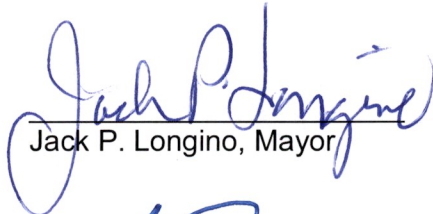
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The Solicitor shall also be granted paid release time to attend continuing legal education seminars and when he recuses himself due to a conflict of interest.

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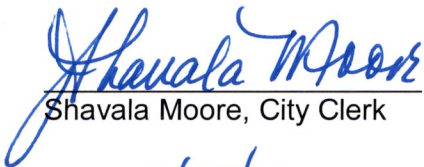
The Agreement shall become effective July 1, 2019, and shall remain in full force through June 30, 2020, unless extended

CITY OF COLLEGE PARK

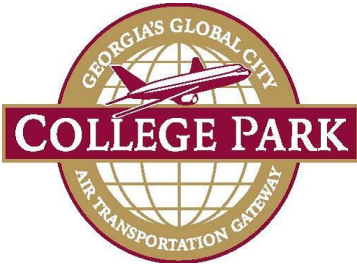

Jack P. Longino, Mayor


Al Dixon, City Solicitor

ATTEST:


Shavala Moore, City Clerk

6/27/19
Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8181

DATE: June 6, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Solicitor (Part-Time) - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Kimberly Cornwell as part-time Solicitor for the College Park Municipal Court.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract for FY 2020-21.

BACKGROUND: Kimberly Cornwell provides part-time City Solicitor Services for the City of College Park Municipal Court in the absence of the City Solicitor.

COST TO CITY: \$400.00 per court session. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.
College Park Police Department

ATTACHMENTS:

- Part-Time City Solicitor Annual Contract - FY2020-21 (DOC)
- City Solicitor-PartTime-KCornwell-FY2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:49 PM
- Rosyline Robinson Completed 06/08/2020 12:27 PM
- City Attorney's Office Completed 06/09/2020 2:41 PM
- Ferman Williford Completed 06/11/2020 8:59 AM
- Terrence R. Moore Completed 06/11/2020 9:59 AM
- Mayor & City Council Pending 06/15/2020 7:30 PM

AGREEMENT

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Kimberly Cornwell as part-time Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

Kimberly Cornwell shall serve as part-time Solicitor of the City Court of College Park.

2.

In coordination with the appropriate City staff, the part-time Solicitor in the absence of City Solicitor, Al Dixon, shall be responsible for:

- Providing representation for the City within the City's municipal court by attending all regular sessions established by the Municipal Judge;
- Prosecuting all cases before the municipal court (including code enforcement, traffic, penal code, and comparable cases in municipal court). The part-time Solicitor shall manage cases until dismissed, settled or decided in trial by the judge;
- Preparing municipal court cases for trial; preparing complaints and pleadings, interviewing and preparing witnesses and reviewing cases set for pretrial;
- Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and

- Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

3.

Additional Matters

Reporting: The part-time Solicitor shall file quarterly reports with the City delineating each case handled by the Solicitor, including the name(s), charge(s), case number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior quarter.

Attorney Conflict: In the event the part-time Solicitor must withdraw from a case because of a conflict of interest, the part-time Solicitor shall be responsible for immediately notifying the City Solicitor in order to provide for the naming of an attorney to handle any such case.

Twenty-Four Hour Telephone Access: The part-time Solicitor shall provide the City Police Department the telephone number or numbers at which the part-time Solicitor can be reached for advice twenty-four (24) hours each day on any of the cases Solicitor is responsible for or if City Solicitor cannot otherwise be reached.

Assignment or Subcontractors: No assignment or transfer of the Contract nor of any interest in the Contract shall be made by the part-time Solicitor without the prior written consent of the City.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as the part-time Solicitor deems necessary.

5.

The part-time Solicitor shall receive as compensation, the sum of \$400.00 flat rate per day of service.

6.

The Agreement shall become effective July 1, 2020, and shall remain in full force through June 30, 2021, unless extended. The City reserves the right to terminate this Agreement at any time in its sole discretion upon 30 days' written notice.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

Kimberly Cornwell, Part-Time Solicitor

Date

AGREEMENT

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Kimberly Cornwell as part-time Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

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Kimberly Cornwell shall serve as part-time Solicitor of the City Court of College Park.

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- Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and

- Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

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Additional Matters

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Assignment or Subcontractors: No assignment or transfer of the Contract nor of any interest in the Contract shall be made by the part-time Solicitor without the prior written consent of the City.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as the part-time Solicitor deems necessary.

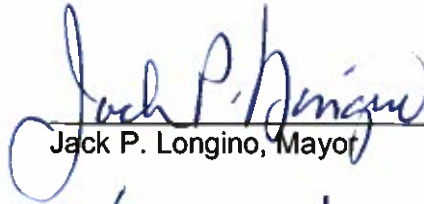
5.

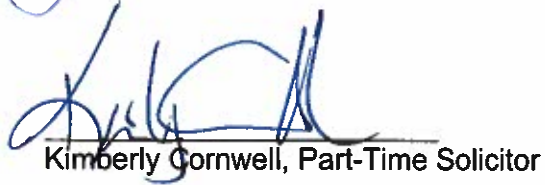
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6.

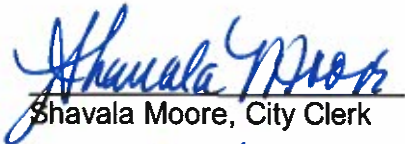
The Agreement shall become effective July 1, 2019, and shall remain in full force through June 30, 2020, unless extended. The City reserves the right to terminate this Agreement at any time in its sole discretion upon 30 days' written notice.

CITY OF COLLEGE PARK


Jack P. Longino, Mayor


Kimberly Cornwell, Part-Time Solicitor

ATTEST:


Shavala Moore, City Clerk

6/27/19

Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8182

DATE: June 6, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Public Defender - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual professional services agreement with The Firm for Justice & Liberty for public defender services. The annual amount of \$50,000 for public defender services for Fiscal Year 2020-21 will remain the same as the previous fiscal year.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the agreement.

BACKGROUND: The City provides public defender services for those defendants in the municipal court who need the advice and representation of an attorney.

COST TO CITY: \$50,000 annually.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: Police, Municipal Court.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Police - Municipal Court
Office of the City Manager

ATTACHMENTS:

- Public Defender Services Contract_FY 2020-21 (DOC)
- The Firm For Justice & Liberty Public Defender Contract_FY 2019-20(PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:49 PM
- Rosyline Robinson Completed 06/08/2020 12:27 PM
- City Attorney's Office Completed 06/09/2020 5:30 PM
- Ferman Williford Completed 06/10/2020 12:59 PM
- Terrence R. Moore Completed 06/10/2020 6:40 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

PUBLIC DEFENDER SERVICES AGREEMENT

This Public Defender Services Agreement (“Agreement”) is made this ____ day of _____, 2020, between the City of College Park, Georgia (the “City”) and THE FIRM FOR JUSTICE & LIBERTY, LLC (“Public Defender”), collectively referred to as the “Parties”, individually may be referred to as “Party”.

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Public Defender

1.1 Scope of Services

During the term of this Agreement, Public Defender shall provide the services described in the Public Defender Service Addendum attached hereto as Exhibit “A”, which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services

Consistent with the rules and regulations pertaining to attorneys established by the State of Georgia and the State Bar of Georgia, Public Defender shall determine the method, details and means of performing the services described in Exhibit “A”.

1.3 Office Space and Support Staff

Public Defender shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the City at the City’s request. Public Defender will be responsible for its own office support staff, if any. Any and all personnel hired by Public Defender, as employees, consultants, agents or otherwise (collectively, “Staff”) shall be the responsibility of Public Defender.

2. Non-Employment Relationship between City and Public Defender

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent or joint venturer with Public Defender for any purpose. Public Defender shall have no claim against City for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Public Defender Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Public Defender will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for all fees arising under this

agreement and all payments to Staff, if any. Public Defender shall also be responsible for all statutory insurance and other benefits required by law for Public Defender and its staff and all other benefits promised to its staff by Public Defender, if any. Public Defender shall provide City with a completed W-9 form.

3. Warranties

3.1 Public Defender Warranties

Public Defender warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Public Defender and any third party. Further, Public Defender warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Public Defender shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Except as provided in this Agreement, Public Defender will make no representations, warranties, or commitments binding the City without the City's prior written consent.

Except as provided in this Agreement, the City will make no representations, warranties, or commitments binding the Public Defender without the Public Defender's prior written consent.

4. City Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

Public Defender and its staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. City has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment

The City does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The City prohibits unlawful discrimination or harassment, including sexual harassment. Public Defender and its staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the City. City has a no tolerance policy for violation of this rule.

5. Termination

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Public Defender shall return all data and property of the City to the City. The City shall pay Public Defender all earned fees, if any. If the City desires to hire the Public Defender as a permanent employee, this Agreement will be

terminated and replaced by a new agreement. Until such time that a new agreement is fully executed, the City and Public Defender will be bound by the terms of this Agreement.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid, or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For City:

City of College Park, Georgia
 Attention: Terrence R. Moore, City Manager
 3667 Main Street
 College Park, Georgia 30337
 Telephone No. 404-669-3756
 Fax No. 404-762-4607

For Public Defender:

The Firm for Justice & Liberty, LLC
 Ethenia F. King, Owner/Managing Partner
 1882 Princeton Avenue, Suite 8
 College Park, Georgia 30337
 Telephone No. 770-268-8515
 Fax No. 1-866-380-3453

7. Indemnification

Public Defender hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City, its officers and employees, (collectively, "Releases"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Public Defender, its agents, employees, subcontractors, or others working at the direction or on behalf of Public Defender. Public Defender's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both parties may enter into similar agreement with third parties.

9. Waiver

City's waiver of Public Defender's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Public Defender shall not assign or subcontract the whole or any part of this Agreement without City's prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Applicable Law

This Agreement shall be governed by the laws of the State of Georgia.

13. Publicity

Public Defender shall not release without prior written approval from City, any publicity regarding the program or services provided by the City, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Public Defender, identifying City receiving goods or services under this Agreement, so long as it is not unlawful and/or unethical not to do so and/or it does not violate any of the rules of the State Bar of Georgia.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. Ownership

All records, ideas, plans, improvements, or inventions developed by Public Defender during the term of this Agreement shall belong to the Public Defender.

16. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. Entire Agreement

The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Public Defender and fully supersedes any and all

prior agreements or understanding among the Parties pertaining to the same subject matter. City and Public Defender affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

THE FIRM FOR JUSTICE & LIBERTY, LLC

Ethenia F. King, Managing Partner

EXHIBIT "A"**Public Defender Service Addendum**

DUTIES: The Public Defender will:

1. For all indigent persons requesting public defender services within the Municipal Court of College Park, provide representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor and court regarding possible dispositions, and preparation for an appearance at all court proceedings;
2. On a quarterly basis the Public Defender will provide the City with a report identifying the number of cases handled, the type of cases handled and the case disposition and/or status;
3. Immediately notify the City in writing when it becomes aware that a complaint lodged with the State Bar of Georgia has resulted in reprimand, suspension, or disbarment of Public Defender;
4. Maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all services provided to all indigent persons pursuant to this Agreement. Records shall be maintained for a period of 5 (five) years after termination of this Agreement unless permission to destroy them is granted by the City; and
5. Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with Public Defender which constitute professional services in the performance of this Contract. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. Such insurance shall not be reduced or canceled without 30 days' prior written notice to the City. Public Defender shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

TERM:

This agreement shall commence on the 1st day of July, 2020 and shall continue in full force and effect through the 30th day of June, 2021. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the legal services rendered on routine and non-routine criminal cases pursuant to this Agreement, the City shall pay the Public Defender the sum of \$50,000.00 (fifty thousand dollars) annually to be paid in monthly Installments of \$4,166.67 (four thousand one hundred sixty six dollars and sixty seven cents). After receipt of the invoice the monthly installment payment shall be paid on or before the fourteenth (14th) day of each month. In the event that the installment is not paid and/or received by the fourteenth (14th) day of the month it will be considered late/delinquent and there shall be late fee charged of 5% (five percent) daily. This compensation does not include night court. In the event a night court is established there shall be an addendum to the contract and an increase in the compensation.

EXPENSES:

All expenses incurred by the Public Defender in order to provide legal representation in a routine or non-routine case that requires investigative services, expert witnesses, specialized testing, if advance written approval by the City is granted, shall be reimbursed. All expenses incurred by the Public Defender at the City's written request may be reimbursed.

THE FIRM FOR JUSTICE & LIBERTY

Attorneys & Counselors at Law, llc

1882 Princeton Avenue Suite 8 ~ Atlanta GA 30337 ~ Tel: 770.268.8515 Fax: 866.380.3453

www.justicelibertylaw.com

Client Matter Number: 00377.000000

July 3, 2019

VIA HAND DELIVERY

Mr. Terrence R. Moore, ICMA-CM
 City Manager
 City of College Park
 P O Box 87317
 College Park, Georgia 30337

Re: Public Defender Services Agreement
 City of College Park & TFJL

Dear Mr. Moore:

Attached please find the executed Public Defender Services Agreement between the City of College Park and The Firm for Justice & Liberty Attorneys & Counselors at Law. We are extremely grateful and excited about the opportunity to continue working with the City of College Park.

It is our pleasure to serve! Have a great Independence Day; wishing you great health, love, peace and happiness!

Sincerely,

THE FIRM FOR JUSTICE & LIBERTY
 ATTORNEYS & COUNSELORS AT LAW, llc


 Ethenia F. King
 Managing Partner
 eking@justicelibertylaw.com

Enclosure(s): Executed Public Defender Service Agreement 2019

JONESBORO

149 S. McDonough Suite 160 ~ Jonesboro GA 30236
 Tel: 770.268.8515 ~ Fax: 866.380.3453

HOUSTON

1330 Post Oak Blvd Suite 1600 ~ Houston TX 77056
 Tel: 713.623.1118 ~ Fax: 866.380.3453

PUBLIC DEFENDER SERVICES AGREEMENT

This Public Defender Services Agreement (“Agreement”) is made this 17 day of June, 2019, between the City of College Park, Georgia (the “City”) and THE FIRM FOR JUSTICE & LIBERTY, LLC (“Public Defender”), collectively referred to as the “Parties”, individually may be referred to as “Party”.

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Public Defender

1.1 Scope of Services

During the term of this Agreement, Public Defender shall provide the services described in the Public Defender Service Addendum attached hereto as Exhibit “A”, which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services

Consistent with the rules and regulations pertaining to attorneys established by the State of Georgia and the State Bar of Georgia, Public Defender shall determine the method, details and means of performing the services described in Exhibit “A”.

1.3 Office Space and Support Staff

Public Defender shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the City at the City’s request. Public Defender will be responsible for its own office support staff, if any. Any and all personnel hired by Public Defender, as employees, consultants, agents or otherwise (collectively, “Staff”) shall be the responsibility of Public Defender.

2. Non-Employment Relationship between City and Public Defender

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent of or joint venturer with Public Defender for any purpose. Public Defender shall have no claim against City for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Public Defender Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Public Defender will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for all fees arising under this

agreement and all payments to Staff, if any. Public Defender shall also be responsible for all statutory insurance and other benefits required by law for Public Defender and its staff and all other benefits promised to its staff by Public Defender, if any. Public Defender shall provide City with a completed W-9 form.

3. Warranties

3.1 Public Defender Warranties

Public Defender warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Public Defender and any third party. Further, Public Defender warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Public Defender shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Except as provided in this Agreement, Public Defender will make no representations, warranties, or commitments binding the City without the City's prior written consent.

Except as provided in this Agreement, the City will make no representations, warranties, or commitments binding the Public Defender without the Public Defender's prior written consent.

4. City Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

Public Defender and its staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. City has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment

The City does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The City prohibits unlawful discrimination or harassment, including sexual harassment. Public Defender and its staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the City. City has a no tolerance policy for violation of this rule.

5. Termination

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Public Defender shall return all data and property of the City to the City. The City shall pay Public Defender all earned fees, if any. If the City desires to hire the Public Defender as a permanent employee, this Agreement will be

terminated and replaced by a new agreement. Until such time that a new agreement is fully executed, the City and Public Defender will be bound by the terms of this Agreement.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid, or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For City:

City of College Park, Georgia
 Attention: Terrence R. Moore, City Manager
 3667 Main Street
 College Park, Georgia 30337
 Telephone No. 404-669-3756
 Fax No. 404-762-4607

For Public Defender:

The Firm for Justice & Liberty, LLC
 Ethenia F. King, Owner/Managing Partner
 1882 Princeton Avenue, Suite 8
 College Park, Georgia 30337
 Telephone No. 770-268-8515
 Fax No. 1-866-380-3453

7. Indemnification

Public Defender hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City, its officers and employees, (collectively, "Releases"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Public Defender, its agents, employees, subcontractors, or others working at the direction or on behalf of Public Defender. Public Defender's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both parties may enter into similar agreement with third parties.

9. Waiver

City's waiver of Public Defender's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Public Defender shall not assign or subcontract the whole or any part of this Agreement without City's prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Applicable Law

This Agreement shall be governed by the laws of the State of Georgia.

13. Publicity

Public Defender shall not release without prior written approval from City, any publicity regarding the program or services provided by the City, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Public Defender, identifying City receiving goods or services under this Agreement, so long as it is not unlawful and/or unethical not to do so and/or it does not violate any of the rules of the State Bar of Georgia.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. Ownership

All records, ideas, plans, improvements, or inventions developed by Public Defender during the term of this Agreement shall belong to the Public Defender.

16. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

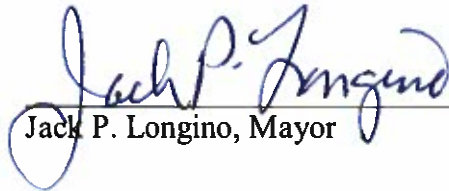
22. Entire Agreement

The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Public Defender and fully supersedes any and all

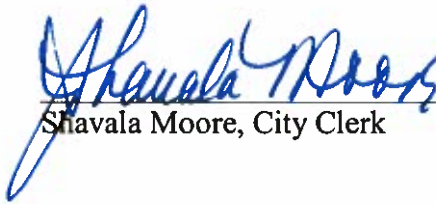
prior agreements or understanding among the Parties pertaining to the same subject matter. City and Public Defender affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

CITY OF COLLEGE PARK, GEORGIA


Jack P. Longino, Mayor

ATTEST:


Shavala Moore, City Clerk

THE FIRM FOR JUSTICE & LIBERTY, LLC



Ethenia F. King, Managing Partner


EXHIBIT "A"**Public Defender Service Addendum**

DUTIES: The Public Defender will:

1. For all indigent persons requesting public defender services within the Municipal Court of College Park, provide representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor and court regarding possible dispositions, and preparation for an appearance at all court proceedings;
2. On a quarterly basis the Public Defender will provide the City with a report identifying the number of cases handled, the type of cases handled and the case disposition and/or status;
3. Immediately notify the City in writing when it becomes aware that a complaint lodged with the State Bar of Georgia has resulted in reprimand, suspension, or disbarment of Public Defender;
4. Maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all services provided to all indigent persons pursuant to this Agreement. Records shall be maintained for a period of 5 (five) years after termination of this Agreement unless permission to destroy them is granted by the City; and
5. Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with Public Defender which constitute professional services in the performance of this Contract. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. Such insurance shall not be reduced or canceled without 30 days' prior written notice to the City. Public Defender shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

TERM:

This agreement shall commence on the 1st day of July, 2019 and shall continue in full force and effect through the 30th day of June, 2020. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the legal services rendered on routine and non-routine criminal cases pursuant to this Agreement, the City shall pay the Public Defender the sum of \$50,000.00 (fifty thousand dollars) annually to be paid in monthly Installments of \$4,166.67 (four thousand one hundred sixty six dollars and sixty seven cents). After receipt of the invoice the monthly installment payment shall be paid on or before the fourteenth (14th) day of each month. In the event that the installment is not paid and/or received by the fourteenth (14th) day of the month it will be considered late/delinquent and there shall be late fee charged of 5% (five percent) daily. This compensation does not include night court. In the event a night court is established there shall be an addendum to the contract and an increase in the compensation.

EXPENSES:

All expenses incurred by the Public Defender in order to provide legal representation in a routine or non-routine case that requires investigative services, expert witnesses, specialized testing, if advance written approval by the City is granted, shall be reimbursed. All expenses incurred by the Public Defender at the City's written request may be reimbursed.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8174

DATE: June 7, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Planner - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with The Collaborative Firm for municipal planning services.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract for FY 2020-2021.

BACKGROUND: The Collaborative Firm provides comprehensive municipal planning, zoning administration and community development services to the City of College Park. Additionally, The Collaborative Firm performs other related tasks as outlined by the City and within the scope of the attached Professional Services Agreement.

COST TO CITY: \$130,000 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. Acct. # 100-1300-52-5530 (Municipal Planning).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.

ATTACHMENTS:

- City Planner Annual Agreement_FY2020-21 (RTF)
- City Planner Annual Agreement_2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:48 PM
- Rosyline Robinson Completed 06/08/2020 12:26 PM
- City Attorney's Office Completed 06/08/2020 1:02 PM
- Terrence R. Moore Completed 06/10/2020 6:37 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020 between the CITY OF COLLEGE PARK, a municipal corporation incorporated under the laws of Georgia, (hereinafter referred to as "the City") and THE COLLABORATIVE FIRM, LLC, a planning, zoning and economic development firm of Fulton County, Georgia, (hereinafter referred to as " the Consultant").

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional assistance to the City as hereinafter set forth for a period of twelve (12) months beginning on the 1st day of July, 2020, and ending the 30th of June, 2021. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration and community development by the Consultants Manager, provided, however, that all Consultant staff resources shall be available as requested by the City.

2.

In performing its contractual obligations, the Consultant agrees to comply with all federal, state, and local laws, including the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 *et seq.* of the Administrative Rules for the Georgia Department of Community Affairs.

3.

The Consultant agrees to provide the following professional services during the term of this agreement as described below. The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis or by negotiation and mutual agreement.

Additional planning and other professional assistance to be provided by the Consultant, as directed by the City Manager, may include, but not be limited to the following:

- A. Assistance in preparation of the necessary legal documents, maps and plans to enable the City to formally adopt an "Official Map" to thus reserve and later acquire right-of-way for future streets, street extensions, street widening, public

buildings sites, parks, playgrounds and other open space.

- B. Assistance in assuring adequate and appropriate access between the City of College Park and new facilities at the Atlanta Airport, plus assuring maximum positive development impact within the City of College Park.
- C. Review, evaluate and prepare recommendations for improving existing zoning district requirements.
- D. Conduct comprehensive analysis of procedures and forms utilized in administration of City's zoning, building and housing regulations and recommend revisions.
- E. Prepare reports and memoranda, and participate in meetings with, or on behalf of, City agencies and departments.
- F. Provide an analysis of governmental services provided by the City of College Park and Fulton and Clayton Counties and their functional relationships.
- G. Prepare a Capital Improvements Element in conjunction with the City Engineer.
- H. Produce periodic updates to the Zoning Ordinance, Zoning Map and other ordinances.
- I. Provide recommendations concerning annexation, including land use and zoning.
- J. Assist in grant writing for such programs as TE 21, DAC LDF and CDBG programs.
- K. Provide the zoning administration services.

4.

It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.

5.

For such services listed in Item 3, above, to be performed by the Consultant, the City agrees to pay the Consultant \$81.00 per hour.

6.

Each party reserves the right to terminate this contract by giving a minimum of thirty (30) days written notice.

7.

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

8.

The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

9.

- A. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Consultant. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Consultant. It is expressly agreed that Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- B. **Employee Benefits.** Consultant shall not be eligible for any benefit available to employees of City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- C. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City.

10.

Consultant warrants and represents that:

- A. The 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. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and

- C. Consultant 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 Consultant 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.

11.

Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City including, but not limited to, information concerning College Park, its operations, customers, citizens, business and financial condition, as well as information with respect to which City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant 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 Consultant under this section shall survive the termination of this Agreement.

12.

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

13.

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. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

14.

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.

15.

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.

16.

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.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and the Consultant, acting by and through its President, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

THE COLLABORATIVE FIRM, LLC

Michael Hightower, Managing Partner

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this 17~~th~~ day of June, 2019 between the CITY OF COLLEGE PARK, a municipal corporation incorporated under the laws of Georgia, (hereinafter referred to as "the City") and THE COLLABORATIVE FIRM, LLC, a planning, zoning and economic development firm of Fulton County, Georgia, (hereinafter referred to as " the Consultant").

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional assistance to the City as hereinafter set forth for a period of twelve (12) months beginning on the 1st day of July, 2019, and ending the 30th of June, 2020. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration and community development by the Consultant' s Manager, provided, however, that all Consultant staff resources shall be available as requested by the City.

2.

In performing its contractual obligations, the Consultant agrees to comply with all federal, state, and local laws, including the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 *et seq.* of the Administrative Rules for the Georgia Department of Community Affairs.

3.

The Consultant agrees to provide the following professional services during the term of this agreement as described below. The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis or by negotiation and mutual agreement.

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- C. Review, evaluate and prepare recommendations for improving existing zoning district requirements.
- D. Conduct comprehensive analysis of procedures and forms utilized in administration of City's zoning, building and housing regulations and recommend revisions.
- E. Prepare reports and memoranda, and participate in meetings with, or on behalf of, City agencies and departments.
- F. Provide an analysis of governmental services provided by the City of College Park and Fulton and Clayton Counties and their functional relationships.
- G. Prepare a Capital Improvements Element in conjunction with the City Engineer.
- H. Produce periodic updates to the Zoning Ordinance, Zoning Map and other ordinances.
- I. Provide recommendations concerning annexation, including land use and zoning.
- J. Assist in grant writing for such programs as TE 21, DAC LDF and CDBG programs.
- K. Provide the zoning administration services.

4.

It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.

5.

For such services listed in Item 3, above, to be performed by the Consultant, the City agrees to pay the Consultant ~~\$72.00~~ \$81.00 per hour.

6.

Each party reserves the right to terminate this contract by giving a minimum of thirty (30) days written notice.

Initials: JP
 Jack P. Longino
 Mayor

Date: 7/18/19

7. [Signature]
 Initials: [Signature]
 Michael Hightower, Managing Partner
 The Collaborative Firm, LLC

Date: 7/18/19

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

8.

The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

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Consultant warrants and represents that:

- A. The 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. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and

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12.

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

13.

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. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

14.

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.

15.

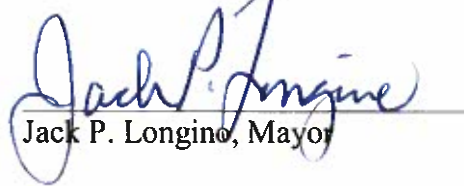
If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16.

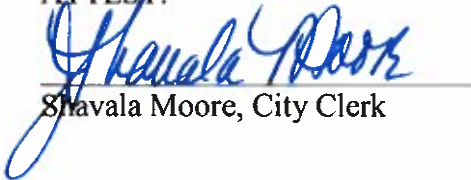
This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and the Consultant, acting by and through its President, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

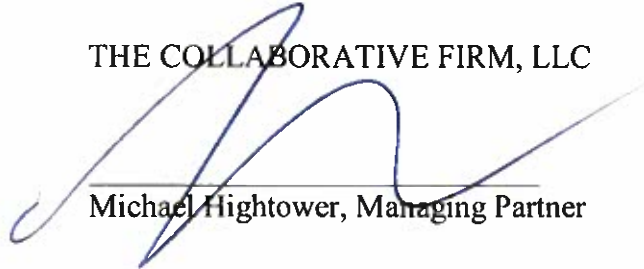
CITY OF COLLEGE PARK


Jack P. Longino, Mayor

ATTEST:


Shavala Moore, City Clerk

THE COLLABORATIVE FIRM, LLC


Michael Hightower, Managing Partner



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8183

DATE: June 6, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: City Photographer - Annual Contract Renewal FY2020-21

PURPOSE: To receive approval from the Mayor and City Council on the renewal of City photographer services provided by Warren Bond Photography.

REASON: The current contract expires on June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract.

BACKGROUND: Warren Bond has served in the position of City Photographer for the City of College Park for over 30 years. Under the annual contract Warren Bond Photography's staff photographers are available 24 hours a day, seven days a week to provide photography services for all city departments. They also provide emergency response for the Police and Fire Departments with an average response time of 20 minutes or less.

COST TO CITY: \$62,500.00 annually in addition to \$400.00 per month allotment for equipment, software and supplies for digital image storage. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. Account #: 100-1100-52-6170 (Legislative-Contractual Services) and Account #: 100 3200 52 6170 (General Fund, Police Administration, Contractual Services).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.**STAFF:** City wide.**ATTACHMENTS:**

- Warren Bond Photography Services Agreement_FY2020-21 (DOCX)
- Warren Bond Photography Services Agreement FY 2019-20 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:50 PM
- Rosyline Robinson Completed 06/08/2020 12:27 PM
- City Clerk Completed 06/10/2020 1:49 PM
- Police Completed 06/10/2020 2:12 PM
- City Attorney's Office Completed 06/10/2020 2:25 PM
- Terrence R. Moore Completed 06/10/2020 6:40 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

Photography Services Agreement

This Photography Services Agreement ("Agreement") is made this ____ day of _____ 2020, between the City of College Park, Georgia ("City") and Warren L. Bond Photography, Inc. ("City Photographer"), collectively referred to as the "Parties", individually may be referred to as "Party".

WHEREAS, the City Photographer has provided photography services to the City in the past;
and

WHEREAS, the City desires to continue its relationship with the City Photographer for photography services.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. The City Photographer will provide a black and white processing darkroom as well as pickup and delivery of color processed film.
2. The City Photographer will provide a replacement when it is not available to provide normal photography services. Such replacement shall be subject to the terms and conditions of this Agreement.
3. The City Photographer will provide 24-hour photography services for all City Departments.
4. The City Photographer will provide all equipment necessary for the provision of photography services under this Agreement.
5. The City of College Park will continue to provide six Police radios to the City Photographer.
6. The City shall compensate the City Photographer for the cost of equipment, software and supplies for digital image storage in the amount of \$400.00 per month.
7. The City Photographer shall be available for any court case as needed.
8. The City shall compensate the City Photographer an annual amount of \$62,500.00 in monthly installments of \$5,208.33.
9. This Agreement shall be in effect for a term beginning on July 1, 2020 and ending on June 30, 2021.
10. The City Photographer's engagement with the City under this Agreement shall be at-will. The City shall have the unilateral right to terminate this Agreement for any reason at any time. The City Photographer shall have the unilateral right to terminate this Agreement by

giving thirty (30) days advance written notice of such termination to the City. The City shall not be obligated to make any further compensation to the City Photographer subsequent to termination. Upon termination, the City Photographer shall return all city property to the City.

11. City Photographer shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.
12. City Photographer shall be required to, at the time of this Agreement, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program. City Photographer will continue to use the federal work authorization program throughout the contract period. City Photographer will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included with the affidavit.
13. (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and City Photographer. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and City Photographer. It is expressly agreed that City Photographer is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
 - (b) Employee Benefits. City Photographer shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to City Photographer under this Agreement. City Photographer shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.
14. City Photographer warrants and represents that:
 - (a) the 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) City Photographer is not presently subject to any agreement with a competitor or with any other party that will prevent City Photographer from performing in full accord with this Agreement; and

(c) City Photographer 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 City Photographer 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.

15. City Photographer acknowledges that it may have access to and become acquainted with confidential and other information proprietary to College Park including, but not limited to, information concerning College Park, its operations, customers, citizens, business and financial condition, as well as information with respect to which College Park has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). City Photographer 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 City Photographer under this section shall survive the termination of this Agreement.

16. 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. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

17. 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.

18. 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.

19. This Agreement which includes the exhibits hereto 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.

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by execution of their signatures below.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK

ATTEST:

Shavala Moore, City Clerk

Bianca Motley Broom, Mayor

WARREN L. BOND PHOTOGRAPHY, INC.

By: _____
Its: _____

Photography Services Agreement

This Photography Services Agreement ("Agreement") is made this 17 day of June 2019, between the City of College Park, Georgia ("City") and Warren L. Bond Photography, Inc. ("City Photographer"), collectively referred to as the "Parties", individually may be referred to as "Party".

WHEREAS, the City Photographer has provided photography services to the City in the past;
and

WHEREAS, the City desires to continue its relationship with the City Photographer for photography services.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. The City Photographer will provide a black and white processing darkroom as well as pickup and delivery of color processed film.
2. The City Photographer will provide a replacement when it is not available to provide normal photography services. Such replacement shall be subject to the terms and conditions of this Agreement.
3. The City Photographer will provide 24-hour photography services for all City Departments.
4. The City Photographer will provide all equipment necessary for the provision of photography services under this Agreement.
5. The City of College Park will continue to provide six Police radios to the City Photographer.
6. The City shall compensate the City Photographer for the cost of equipment, software and supplies for digital image storage in the amount of \$400.00 per month.
7. The City Photographer shall be available for any court case as needed.
8. The City shall compensate the City Photographer an annual amount of \$62,500.00 in monthly installments of \$5,208.33.
9. This Agreement shall be in effect for a term beginning on July 1, 2019 and ending on June 30, 2020.
10. The City Photographer's engagement with the City under this Agreement shall be at-will. The City shall have the unilateral right to terminate this Agreement for any reason at any time. The City Photographer shall have the unilateral right to terminate this Agreement by

- giving thirty (30) days advance written notice of such termination to the City. The City shall not be obligated to make any further compensation to the City Photographer subsequent to termination. Upon termination, the City Photographer shall return all city property to the City.
11. City Photographer shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.
 12. City Photographer shall be required to, at the time of this Agreement, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program. City Photographer will continue to use the federal work authorization program throughout the contract period. City Photographer will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included with the affidavit.
 13. (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and City Photographer. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and City Photographer. It is expressly agreed that City Photographer is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
 - (b) Employee Benefits. City Photographer shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to City Photographer under this Agreement. City Photographer shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.
 14. City Photographer warrants and represents that:
 - (a) the 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) City Photographer is not presently subject to any agreement with a competitor or with any other party that will prevent City Photographer from performing in full accord with this Agreement; and

(c) City Photographer 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 City Photographer 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.

15. City Photographer acknowledges that it may have access to and become acquainted with confidential and other information proprietary to College Park including, but not limited to, information concerning College Park, its operations, customers, citizens, business and financial condition, as well as information with respect to which College Park has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). City Photographer 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 City Photographer under this section shall survive the termination of this Agreement.
16. 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. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.
17. 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.
18. 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.
19. This Agreement which includes the exhibits hereto 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.

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by execution of their signatures below.

[SIGNATURES ON NEXT PAGE]

CITY OF COLLEGE PARK

Jack P. Longino
Jack P. Longino, Mayor

ATTEST:

Shavala Moore
Shavala Moore, City Clerk

WARREN L. BOND PHOTOGRAPHY, INC.

By: WARREN BOND SR
Its: _____



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8186

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Stenography Services - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual agreement for stenography services with Linda McDaniel.

REASON: The current agreement expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the Professional Services Agreement with Linda McDaniel for FY 2020-21.

BACKGROUND: Linda McDaniel prepares minutes of all Mayor and City Council regular sessions, workshop sessions, budget sessions and special called meetings. Additionally, when requested, Mayor and City Council Joint Business and Industrial Development Authority (BIDA) Meetings and Mayor and City Council Joint ATL Airport District Destination Marketing Organization (DMO) Meetings.

COST TO CITY: The sum of \$17,318.08 payable in equal bi-weekly installments. This annual contract amount is not an increase over the previous fiscal year.

BUDGETED ITEM: Yes. Acct. # 100-1100-52-6170 (Contractual).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.**STAFF:** City Clerk's Office.**ATTACHMENTS:**

- Stenography Services Contract_2020-2021 (DOCX)
- MAINSTREAM UNLIMITED - LINDA MCDANIEL 06_17_2019 (PDF)

Review:

- Shavala Moore Completed 06/10/2020 2:09 PM
- Rosyline Robinson Completed 06/10/2020 2:18 PM
- City Attorney's Office Completed 06/10/2020 3:19 PM
- Terrence R. Moore Completed 06/10/2020 6:40 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

**CITY OF COLLEGE PARK
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2020 by and between the City of College Park, Georgia (the “City”) and Linda McDaniel (“McDaniel”) for stenography services.

The following terms and conditions shall apply to this Agreement:

1.

McDaniel will provide stenography service for the following City Meetings: Mayor and Council regular sessions, workshop sessions, budget sessions and special called sessions. And when requested by the City Clerk, Mayor and Council Joint Business and Industrial Development Authority (BIDA) meetings and Mayor and Council Joint ATL Airport District Destination Marketing Organization (DMO) meetings.

2.

All minutes shall be forwarded to the City Clerk’s office no later than the Tuesday prior to the next City Council meeting.

3.

It shall be the responsibility of McDaniel to ensure that minutes are accurate.

4.

McDaniel will provide all necessary equipment related to provide this service.

5.

McDaniel shall receive as compensation, the annual sum of \$17,318.08, payable in equal bi-weekly installments.

6.

This agreement shall become effective July 1, 2020, and remain in full force through June 30, 2021. This agreement is terminable by either party without cause. Notice of extension or termination shall be in writing and not less than thirty (30) days prior to the effective date for such extension or termination.

7.

McDaniel shall not assign or subcontract the whole or any part of this agreement without the City's prior written consent.

8.

McDaniel shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. McDaniel shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and McDaniel, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Linda McDaniel

ATTEST:

Shavala Moore, City Clerk

**CITY OF COLLEGE PARK
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this 17th day of June, 2019 by and between the City of College Park, Georgia (the “City”) and Linda McDaniel (“McDaniel”) for stenography services.

The following terms and conditions shall apply to this Agreement:

1.

McDaniel will provide stenography service for the following City Meetings: Mayor and Council regular sessions, workshop sessions, budget sessions and special called sessions. And when requested by the City Clerk, Mayor and Council Joint Business and Industrial Development Authority (BIDA) meetings and Mayor and Council Joint ATL Airport District Destination Marketing Organization (DMO) meetings.

2.

All minutes shall be forwarded to the City Clerk’s office no later than the Tuesday prior to the next City Council meeting.

3.

It shall be the responsibility of McDaniel to ensure that minutes are accurate.

4.

McDaniel will provide all necessary equipment related to provide this service.

5.

McDaniel shall receive as compensation, the annual sum of \$17,318.08 payable in equal bi-weekly installments.

6.

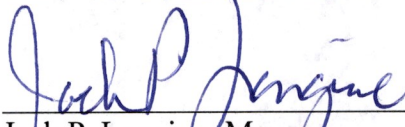
This agreement shall become effective July 1, 2019, and remain in full force through June 30, 2020. This agreement is terminable by either party without cause. Notice of extension or termination shall be in writing and not less than thirty (30) days prior to the effective date for such extension or termination.

7.

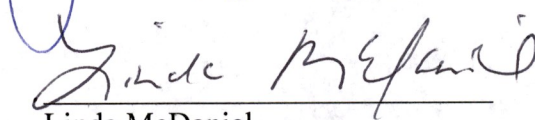
McDaniel shall not assign or subcontract the whole or any part of this agreement without the City's prior written consent.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and McDaniel, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF COLLEGE PARK



Jack P. Longino, Mayor

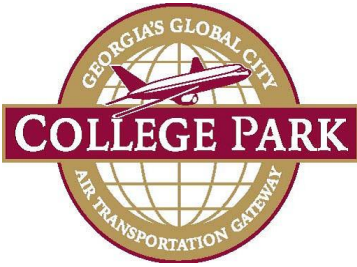


Linda McDaniel

ATTEST:



Shavala Moore, City Clerk



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8184

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Vehicle Maintenance Services - Annual Contract Renewal FY 2020-21

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract for vehicle maintenance services.

REASON: The current contract expires June 30, 2020.

RECOMMENDATION: Council approval of renewal of the contract with Moody's Garage, Inc. for FY 2020-21.

BACKGROUND: Moody's Garage provides vehicle maintenance services on the City's entire fleet, to include all repairs not covered by manufacturer's warranty.

Provisions are included in the maintenance agreement with regards to utilization of Square Rigger, which is the fleet management software.

COST TO CITY: \$384,989 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.

ATTACHMENTS:

- Moody's Garage Agreement_FY 2020-21 (DOCX)
- Moody's Garage Agreement_FY2019-2020 (PDF)

Review:

- Terrence R. Moore Completed 06/07/2020 3:51 PM
- Rosyline Robinson Completed 06/08/2020 12:28 PM
- City Attorney's Office Completed 06/10/2020 11:59 AM
- Terrence R. Moore Completed 06/11/2020 9:59 AM
- Mayor & City Council Pending 06/15/2020 7:30 PM

STATE OF GEORGIA

COUNTY OF CLAYTON/FULTON

AGREEMENT FOR PURCHASE
OF GOODS AND SERVICES

This Agreement made and entered into this ____ day of _____, 2020, between the City of College Park, Georgia (hereinafter "the City") and Moody's Garage, Inc., (hereinafter "the Contractor),

WITNESSETH:

WHEREAS, the City is contracting with the Contractor for certain goods and services described below;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** the Contractor shall provide the following goods and services: See Exhibit A.
2. **COSTS:** the City shall pay to the Contractor the following costs: See Exhibit A.
3. **TIME FOR COMPLETION OF PROJECT:** See Exhibit A.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants that its workmanship will be free from defects, will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the City.
5. **WARRANTIES ON GOODS:** The Contractor hereby assigns and agrees to assign

any warranties on any goods used by Contractor in performing this Agreement whenever Contractor may be the beneficiary of any such warranties.

6. **INSPECTION:** The City shall have the right to inspect the goods supplied hereunder at any time during the installation thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the City. If any inspection or test is made by the City at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The City may reject all goods supplied hereunder which are found to be defective. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor, or be claimed by the Contractor to relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the City's request, the Contractor shall repair or replace defective goods. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement. The Contractor shall maintain an inspection system acceptable to the City covering the goods furnished hereunder.

7. **PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:**

Contractor shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the Contractor has registered with, is authorized to use, and uses the federal work authorization program; the Contractor will continue to use the federal work authorization program throughout the contract period; and the Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The Contractor's affidavit is attached as Exhibit B.

8. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement. To the extent that a subcontractor is utilized, the subcontractor shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The subcontractor shall be required to, at the time of the

contract, provide a signed, notarized affidavit, attesting that the subcontractor has registered with, is authorized to use, and uses the federal work authorization program; the subcontractor will continue to use the federal work authorization program throughout the contract period; and the subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The subcontractor's affidavit is attached as Exhibit C.

9. **UTILIZATION OF SQUARERIGGER OR OTHER FLEET MAINTENANCE SOFTWARE:** During the Contractor's performance of this Agreement, Contractor is required to participate in data entry for software that the City uses in fleet management. The cost of the software and maintenance thereof shall be borne by the City.
10. **INCLEMENT WEATHER AND FLEET VEHICLES:** Contractor will, when anticipating inclement weather, participate in outfitting fleet vehicles with snow chains and emergency equipment for the City. The departments included in said requirement are Police, Fire, Power and Public Works.
11. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other

analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all of the Contractor's obligations under this Agreement.

12. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which include any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate

Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
14. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable in the rendering of

services, including but not limited to professional services, and/or delivery of goods, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor materially fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor materially fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the City may authorize in writing) after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement, provided that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Term and Termination" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in writing by either party without cause by giving notice in writing to the other party ninety (90) days prior to the effective date of cancellation.
16. **TERM:** This Agreement shall be in effect for a term as provided for in Paragraph 13 of the attached Exhibit A.
17. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
18. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

19. **INTERPRETATION:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
20. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the City.
21. **WAIVER:** The City's waiver of Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition of any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver(s) shall serve to establish a course of performance between the parties contradictory to the terms of this Agreement.
22. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Georgia.
23. **GOVERNMENTAL CHANGES:** If there is a change in federal or state programs or laws such that the provision of services pursuant to this Agreement would violate applicable laws, regulations, interpretations, guidelines or governmental policy or impose unreasonable burdens on either party, the parties agree to negotiate in good faith to attempt to restructure this Agreement to comply with any such change while at the same time preserving the economic expectations of the parties to the greatest

extent possible in a manner consistent with any such change. If any such restructuring is not feasible or if this Agreement is not amended in writing as aforesaid prior to the effective date of the change, then this Agreement shall terminate and upon such termination neither party shall have any further rights hereunder.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
25. **CERTAIN RULES OF INTERPRETATION:** Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.
26. **TITLES, CAPTIONS AND HEADINGS:** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
27. **AMENDMENTS:** This Agreement may be amended at any time by the mutual consent of the parties hereto, provided that no such amendment shall be effective unless reduced to writing and signed by all parties to this Agreement.
28. **EXHIBITS:** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
29. **SEVERABILITY:** If any provision of this Agreement is held as a matter of law

to be unenforceable or illegal, the remainder of the Agreement shall be enforceable without such provision.

30. **ENTIRE AGREEMENT**: The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Contractor, and fully supersedes any and all prior agreements or understanding among the parties pertaining to the same subject matter. The City and Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreements of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the parties hereto and their respective successors, assigns and successors in title. The parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals
the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY:

TITLE:

ATTEST:

DATE: _____

MOODY’S GARAGE, INC.

BY: _____
President

ATTEST: _____
Secretary

[CORPORATE SEAL]

EXHIBIT A

1.

Contractor agrees to service, maintain and repair all mechanical equipment owned, leased or controlled by the City. All other jobs will be handled by exception (farmed out) to appropriate shops, dealers, etc. upon approval of the City Manager, and said job exceptions shall be billed direct to the City by that agency. Work shall be performed by City repair order policy.

2.

Contractor shall complete repairs required by the City in prompt and workmanship-like manner. It is further agreed that during the time period between 7:30 a.m. and 4:30 p.m. on normal City working days (i.e. Monday through Friday except for City holidays), the Conley Street garage shall be open and used, on a first priority basis, for City-related work. The aforementioned facility may be used to provide services for other customers so long as such use: (1) does not interfere with Contractor's performance of its obligations under this Agreement; (2) complies with all City Code requirements.

3.

Contractor agrees to pay to the City all labor monies collected for non-City vehicle repairs, net of any additional labor costs incurred by Contractor, beyond \$1,666.00 per month (or \$20,000 per year), on a monthly basis, with supporting documentation from Contractor.

3.

Contractor shall be responsible for providing service on City equipment five (5) days per week, forty (40) hours per week. The City shall not be responsible to Contractor for payment or reimbursement of any overtime that Contractor may pay to any of its agents, officers or employees as a result of Contractor's performance of its obligations under this Agreement.

4.

The City shall lease Contractor two appropriate vehicles which are to be utilized exclusively for City maintenance related business, such as chasing parts, for a nominal cost; and the City shall be responsible for the cost incurred by Contractor for repair and maintenance, costs of tag, gasoline and other normal costs for such vehicle. Contractor shall maintain insurance coverage on said vehicles as required by Georgia law and sufficient to cover all liability associated with Contractor's use of such vehicle in the amount of at least \$500,000 per single limit.

5.

For the services outlined in this Contract, the City agrees to pay Contractor a total annual sum of \$384,989.00, to be paid in equal monthly installments.

This figure is based upon projected expenses (shown below for informational purposes only; variations in actual expenses incurred shall have no effective on the above agreed to price) as follows:

Personnel Expenses (yearly):

Shop Forman	\$56,222
Mechanics	\$110,323
Unexpected Overtime	\$700
Total Shop Labor:	\$167,245
Clerical and Administration	\$52,000
Employee Tax and Payroll Expense	\$24,346
Employee Insurance	\$18,000
Total Personnel Expenses:	\$261,591

Business Expenses (yearly):

Telephone(s)	\$2,000
Licenses/Permits	\$1,500
Property/Liability Insurance	\$15,320

Uniforms/Mats/Shop Towels	\$8,000
Vehicle Expenses (Fuel & Maintenance)	\$5,500
Building Maintenance & Repairs	\$2,500
Equipment Maintenance	\$2,000
Accounting	\$1,200
Utilities	\$11,330
Equipment Replacement/Upgrade	\$9,000
Rent	\$53,188
Business/Property Taxes	\$9,360
Total Business Expenses:	\$120,898
Total Personnel/Business Expenses:	\$382,489

6.

All parts and supplies (including oil, grease, grease rags, filters and other shop supplies) used by Contractor in the performance of its obligations shall be billed to the City directly from the dealer.

7.

The City may audit the records of Contractor annually, to the extent that the same applies to the City's business and this Contract.

8.

When it is determined that any one repair will or may exceed \$1,000.00, parts and labor, no work shall commence until authorization is received from the City Manager or department head whose vehicle is involved, if available. If neither of these two officials is available within a reasonable period of time, such work may be authorized by another supervisory official delegated such authority by the department head.

9.

Contractor shall provide completed repair orders, itemizing service and repairs to each vehicle or unit as soon as possible after work is completed.

10.

All used parts, tires, batteries and scrap materials removed from City equipment shall be stored by Contractor in an appropriate place separate from other such items not belonging to the City. Contractor shall notify the Purchasing Agent such materials are available at the end of each month. The City shall dispose of the same within ninety (90) days.

11.

The City reserves the right, when in the judgment of the City Manager or Department Head, due to time and other factors, it would be in the best interest of the City, to have repairs made or performed at other repair service companies.

12.

Contractor shall provide the City with Certificates of Insurance (including attached copies of Endorsements showing that each of the policies have been amended to provide thirty (30) days notice to certificate holders prior to termination or non-renewal and that each policy has been endorsed to show the City as additional insured) manifesting that the following requirements have been met:

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- (a) Workmen's Compensation insurance for all employees to be engaged in work on City's equipment. Workers Compensation coverage on a statutory basis for the State of Georgia with Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
- (b) Public Liability Insurance in an amount no less than \$100,000 for injuries, including accidental death to any person, and, subject to the same limit for each person in an amount of not less than \$300,000 on account of one accident.
- (c) Property Damage Insurance in an amount no less than \$1,000,000.
- (d) Automobile Liability Insurance for bodily injury, including accidental death to any one person, in an amount not less than \$100,000 and subject to the same limit for each person, in an amount no less than \$1,000,000 on account of one accident.
- (e) Garage keeper's Liability Insurance in an amount not less than \$500,000 protecting City equipment from fire, theft, vandalism or other damage while in the control or custody of Contractor.

13.

This Contract shall become effective on the 1st day of July, 2020 and shall terminate absolutely and without further obligation on the part of the City on June 30, 2021. Title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by City. The term of the contract shall be for the City's budget year 2020.

14.

During the term of this agreement, Contractor shall provide wrecker service as required by the City for maximum charges as hereinafter set out:

- (a) There shall be no charge for transporting all equipment with passenger car rims within the corporate limits of the City.
- (b) The charge for transporting all equipment having other than passenger car rims within the corporate limits of the City shall be \$125.
- (c) The charge for transporting all equipment outside the corporate limits of the City shall be \$75 plus \$3.25 per mile from point of origination to point of termination.

15.

(a) The City agrees that all non-City vehicle (i.e. City impounded vehicles) wrecker and towing service, including vehicle storage, for the City shall be provided by Contractor.

(b) Contractor shall charge a fee of \$125.00 per police-dispatched impounded vehicle. Of this amount, Contractor agrees to pay the City \$35.00 per police-dispatched impounded vehicle, on a monthly basis, for an estimated yearly revenue of \$52,500.

(c) Contractor agrees to assume full responsibility for said vehicles and to comply with all applicable regulations regarding their towing and impoundment.

(d) Contractor shall hold harmless the City and its officers, agents and employees from and indemnify them against costs, including but not limited to attorney fees, resulting from any claims that may result from Contractor's performance of its obligations under this paragraph.

**EXHIBIT B
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of College Park, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of College Park at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Company Name

By: _____
Printed Name of Authorized Officer or Agent

Date

Its: _____
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:

EXHIBIT C

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Company Name

By: _____
Printed Name of Authorized Officer or Agent

Date

Its: _____
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:

STATE OF GEORGIA

COUNTY OF CLAYTON/FULTON

AGREEMENT FOR PURCHASE
OF GOODS AND SERVICES

This Agreement made and entered into this 17 day of June, 2019, between the City of College Park, Georgia (hereinafter "the City") and Moody's Garage, Inc., (hereinafter "the Contractor),

WITNESSETH:

WHEREAS, the City is contracting with the Contractor for certain goods and services described below;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES**: the Contractor shall provide the following goods and services: See Exhibit A.
2. **COSTS**: the City shall pay to the Contractor the following costs: See Exhibit A.
3. **TIME FOR COMPLETION OF PROJECT**: See Exhibit A.
4. **WARRANTY ON SERVICES RENDERED**: The Contractor warrants that its workmanship will be free from defects, will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the City.
5. **WARRANTIES ON GOODS**: The Contractor hereby assigns and agrees to assign

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any warranties on any goods used by Contractor in performing this Agreement whenever Contractor may be the beneficiary of any such warranties.

6. **INSPECTION:** The City shall have the right to inspect the goods supplied hereunder at any time during the installation thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the City. If any inspection or test is made by the City at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The City may reject all goods supplied hereunder which are found to be defective. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor, or be claimed by the Contractor to relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the City's request, the Contractor shall repair or replace defective goods. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement. The Contractor shall maintain an inspection system acceptable to the

City covering the goods furnished hereunder.

7. **PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:**

Contractor shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the Contractor has registered with, is authorized to use, and uses the federal work authorization program; the Contractor will continue to use the federal work authorization program throughout the contract period; and the Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The Contractor's affidavit is attached as Exhibit B.

8. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement. To the extent that a subcontractor is utilized, the subcontractor shall participate in the federal

work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The subcontractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the subcontractor has registered with, is authorized to use, and uses the federal work authorization program; the subcontractor will continue to use the federal work authorization program throughout the contract period; and the subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The subcontractor's affidavit is attached as Exhibit C.

9. **UTILIZATION OF SQUARERIGGER OR OTHER FLEET MAINTENANCE SOFTWARE:** During the Contractor's performance of this Agreement, Contractor is required to participate in data entry for software that the City uses in fleet management. The cost of the software and maintenance thereof shall be borne by the City.
10. **INCLEMENT WEATHER AND FLEET VEHICLES:** Contractor will, when anticipating inclement weather, participate in outfitting fleet vehicles with snow chains and emergency equipment for the City. The departments included in said requirement are Police, Fire, Power and Public Works.
11. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide

assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all of the Contractor's obligations under this Agreement.

12. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which include any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in

connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated into this Agreement.
14. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable in the rendering of services, including but not limited to professional services, and/or delivery of goods, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor materially fails to perform this Agreement within the time specified herein or any

extension thereof; or (ii) if the Contractor materially fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as the City may authorize in writing) after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement, provided that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Term and Termination" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in writing by either party without cause by giving notice in writing to the other party ninety (90) days prior to the effective date of cancellation.
16. **TERM:** This Agreement shall be in effect for a term as provided for in Paragraph 13 of the attached Exhibit A.
17. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's

direction.

18. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.
19. **INTERPRETATION:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
20. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the City.
21. **WAIVER:** The City's waiver of Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition of any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver(s) shall serve to establish a course of performance between the parties contradictory to the terms of this Agreement.
22. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State

of Georgia.

23. **GOVERNMENTAL CHANGES:** If there is a change in federal or state programs or laws such that the provision of services pursuant to this Agreement would violate applicable laws, regulations, interpretations, guidelines or governmental policy or impose unreasonable burdens on either party, the parties agree to negotiate in good faith to attempt to restructure this Agreement to comply with any such change while at the same time preserving the economic expectations of the parties to the greatest extent possible in a manner consistent with any such change. If any such restructuring is not feasible or if this Agreement is not amended in writing as aforesaid prior to the effective date of the change, then this Agreement shall terminate and upon such termination neither party shall have any further rights hereunder.
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30. **ENTIRE AGREEMENT**: The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Contractor, and fully supersedes any and all prior agreements or understanding among the parties pertaining to the same subject matter. The City and Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreements of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the parties hereto and their respective successors, assigns and successors in title. The parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals
the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: Jack P. Longino
Mayor

TITLE:

ATTEST:

Shavala Morris
DATE: 6/27/19

MOODY'S GARAGE, INC.

BY: Anthony Jae
President

ATTEST: [Signature]
Secretary
[CORPORATE SEAL]



EXHIBIT A

1.

Contractor agrees to service, maintain and repair all mechanical equipment owned, leased or controlled by the City. All other jobs will be handled by exception (farmed out) to appropriate shops, dealers, etc. upon approval of the City Manager, and said job exceptions shall be billed direct to the City by that agency. Work shall be performed by City repair order policy.

2.

Contractor shall complete repairs required by the City in prompt and workmanship-like manner. It is further agreed that during the time period between 7:30 a.m. and 4:30 p.m. on normal City working days (i.e. Monday through Friday except for City holidays), the Conley Street garage shall be open and used, on a first priority basis, for City-related work. The aforementioned facility may be used to provide services for other customers so long as such use: (1) does not interfere with Contractor's performance of its obligations under this Agreement; (2) complies with all City Code requirements.

3.

Contractor agrees to pay to the City all labor monies collected for non-City vehicle repairs, net of any additional labor costs incurred by Contractor, beyond \$1,666.00 per month (or \$20,000 per year), on a monthly basis, with supporting documentation from Contractor.

3.

Contractor shall be responsible for providing service on City equipment five (5) days per week, forty (40) hours per week. The City shall not be responsible to Contractor for payment or

reimbursement of any overtime that Contractor may pay to any of its agents, officers or employees as a result of Contractor’s performance of its obligations under this Agreement.

4.

The City shall lease Contractor two appropriate vehicles which are to be utilized exclusively for City maintenance related business, such as chasing parts, for a nominal cost; and the City shall be responsible for the cost incurred by Contractor for repair and maintenance, costs of tag, gasoline and other normal costs for such vehicle. Contractor shall maintain insurance coverage on said vehicles as required by Georgia law and sufficient to cover all liability associated with Contractor’s use of such vehicle in the amount of at least \$500,000 per single limit.

5.

For the services outlined in this Contract, the City agrees to pay Contractor a total annual sum of \$384,989.00, to be paid in equal monthly installments.

This figure is based upon projected expenses (shown below for informational purposes only; variations in actual expenses incurred shall have no effective on the above agreed to price) as follows:

Personnel Expenses (yearly):

Shop Foreman	\$56,222
Mechanics	\$110,323
Unexpected Overtime	\$700
Total Shop Labor:	\$167,245
Clerical and Administration	\$52,000

Employee Tax and Payroll Expense	\$24,346
Employee Insurance	\$18,000
Total Personnel Expenses:	\$261,591

Business Expenses (yearly):

Telephone(s)	\$2,000
Licenses/Permits	\$1,500
Property/Liability Insurance	\$15,320
Uniforms/Mats/Shop Towels	\$8,000
Vehicle Expenses (Fuel & Maintenance)	\$5,500
Building Maintenance & Repairs	\$2,500
Equipment Maintenance	\$2,000
Accounting	\$1,200
Utilities	\$11,330
Equipment Replacement/Upgrade	\$9,000
Rent	\$53,188
Business/Property Taxes	\$9,360
Total Business Expenses:	\$120,898

Total Personnel/Business Expenses: \$382,489

6.

All parts and supplies (including oil, grease, grease rags, filters and other shop supplies) used by Contractor in the performance of its obligations shall be billed to the City directly from the dealer.

7.

The City may audit the records of Contractor annually, to the extent that the same applies to the City's business and this Contract.

8.

When it is determined that any one repair will or may exceed \$1,000.00, parts and labor, no work shall commence until authorization is received from the City Manager or department head whose vehicle is involved, if available. If neither of these two officials is available within a reasonable period of time, such work may be authorized by another supervisory official delegated such authority by the department head.

9.

Contractor shall provide completed repair orders, itemizing service and repairs to each vehicle or unit as soon as possible after work is completed.

10.

All used parts, tires, batteries and scrap materials removed from City equipment shall be stored by Contractor in an appropriate place separate from other such items not belonging to the City. Contractor shall notify the Purchasing Agent such materials are available at the end of each month. The City shall dispose of the same within ninety (90) days.

11.

[0037-0230/156368/1]

17

The City reserves the right, when in the judgment of the City Manager or Department Head, due to time and other factors, it would be in the best interest of the City, to have repairs made or performed at other repair service companies.

12.

Contractor shall provide the City with Certificates of Insurance (including attached copies of Endorsements showing that each of the policies have been amended to provide thirty (30) days notice to certificate holders prior to termination or non-renewal and that each policy has been endorsed to show the City as additional insured) manifesting that the following requirements have been met:

- (a) Workmen's Compensation insurance for all employees to be engaged in work on City's equipment. Workers Compensation coverage on a statutory basis for the State of Georgia with Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
- (b) Public Liability Insurance in an amount no less than \$100,000 for injuries, including accidental death to any person, and, subject to the same limit for each person in an amount of not less than \$300,000 on account of one accident.
- (c) Property Damage Insurance in an amount no less than \$1,000,000.
- (d) Automobile Liability Insurance for bodily injury, including accidental death to any one person, in an amount not less than \$100,000 and subject to the same limit for each person, in an amount no less than \$1,000,000 on account of one accident.

- (e) Garage keeper's Liability Insurance in an amount not less than \$500,000 protecting City equipment from fire, theft, vandalism or other damage while in the control or custody of Contractor.

13.

This Contract shall become effective on the 1st day of July, 2019 and shall terminate absolutely and without further obligation on the part of the City on June 30, 2020. Title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by City. The term of the contract shall be for the City's budget year 2019.

14.

During the term of this agreement, Contractor shall provide wrecker service as required by the City for maximum charges as hereinafter set out:

- (a) There shall be no charge for transporting all equipment with passenger car rims within the corporate limits of the City.
- (b) The charge for transporting all equipment having other than passenger car rims within the corporate limits of the City shall be \$125.
- (c) The charge for transporting all equipment outside the corporate limits of the City shall be \$75 plus \$3.25 per mile from point of origination to point of termination.

15.

(a) The City agrees that all non-City vehicle (i.e. City impounded vehicles) wrecker and towing service, including vehicle storage, for the City shall be provided by Contractor.

(b) Contractor shall charge a fee of \$125.00 per police-dispatched impounded vehicle. Of this amount, Contractor agrees to pay the City \$35.00 per police-dispatched impounded vehicle, on a monthly basis, for an estimated yearly revenue of \$52,500.

(c) Contractor agrees to assume full responsibility for said vehicles and to comply with all applicable regulations regarding their towing and impoundment.

(d) Contractor shall hold harmless the City and its officers, agents and employees from and indemnify them against costs, including but not limited to attorney fees, resulting from any claims that may result from Contractor's performance of its obligations under this paragraph.

**EXHIBIT B
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of College Park, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of College Park at the time the subcontractor(s) is retained to perform such service.

597488

EEV/Basic Pilot Program* User Identification Number

MOODY'S GARAGE INC

Company Name

Allen Signal

By: ALLEN SIGNAL

Printed Name of Authorized Officer or Agent

Its: PRESIDENT

Title of Authorized Officer or Agent of Contractor

6/30/2019
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

**EXHIBIT C
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

Company Name

By: _____
Printed Name of Authorized Officer or Agent

Date

Its: _____
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8194

DATE: June 9, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Fincher Denmark, LLC - College Park Flat Fee Proposal (FY 2020-21)

PURPOSE: Consideration of a proposal for general legal services with Fincher Denmark, LLC for Fiscal Year 2020-2021.

REASON: The current agreement for legal services expire June 30, 2020.

RECOMMENDATION: Mayor and City Council direction on a proposal from Fincher Denmark, LLC for Fiscal Year 2020-2021.

BACKGROUND: Fincher Denmark provides legal services for City of College Park. Additionally, Fincher Denmark, LLC performs day-to-day general city attorney services, which include, among others, the following:

- Attending public meetings
- Drafting ordinances and resolutions
- Providing legal opinions
- Drafting contracts and intergovernmental agreements
- Developing legislative agenda
- Real estate and development project negotiations
- Providing advice on zoning, taxation, personnel
- Coordinating airport affairs

COST TO CITY: Based on a flat fee proposal currently being shared with Mayor and City Council.

BUDGETED ITEM: Yes. Acct. # 100-1300-52-5450 (Legal Fees).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office.

Review:

- Terrence R. Moore Completed 06/08/2020 9:39 PM
- Rosyline Robinson Completed 06/08/2020 9:41 PM
- City Attorney's Office Completed 06/11/2020 2:06 PM
- Terrence R. Moore Completed 06/11/2020 3:27 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8170

DATE: June 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Charles Christopher Cook, Director of Human Resources & Risk Management

RE: Property and Casualty Insurance Renewal

PURPOSE: Consideration of the City's property and casualty insurance renewal with Apex Insurance Agency, Inc.

REASON: Attached for your review and approval are property and casualty negotiated final rates prepared by the City's third party administrator, APEX Insurance Agency, Inc.

RECOMMENDATION: The vendor recommendations for the 2020-2021 plan year are shown on the attached summary.

BACKGROUND: The premium summaries submitted shows the coverage and proposed premiums that are offered for the new plan year broken down by type of coverage. Thanks to the efforts of all involved, the overall rate increase has been kept within the 4% range that was agreed to last year.

COST TO CITY: Please see attached.

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:**STAFF:** All**ATTACHMENTS:**

- 2020-21 Liberty Mutual Premium & Coverage Summary (PDF)
- 2020-21 Liberty Mutual Casualty Proposal (PDF)
- 2020-21 Liberty Mutual Property Proposal (DOCX)
- AMSPEC Renewal Proposal for GL & Excess (PDF)
- PSR GAIC Proposal for Property (PDF)
- MEC Excess Workers Comp Proposal (PDF)
- 2020-21 Ironshore Storage Tank Liability Quote (PDF)
- Specimen Ironshore Policy Forms (PDF)

Review:

- Charles Christopher Cook Completed 06/03/2020 2:53 PM
- Rosyline Robinson Completed 06/04/2020 4:35 PM
- Terrence R. Moore Completed 06/07/2020 3:47 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

**City of College Park
Liberty Mutual Premium Summary 2020-21**

9.A.a

COVERAGE	ANNUALIZED PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY Products & Completed Operations Personal & Advertising Injury Premises Damage Abuse Molestation Failure To Supply Health Care & Social Services	\$131,506 Included Included Included Included Included Included	\$134,635 Included Included Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 Included	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 Included	<i>Each Occurrence/General Aggregate</i> <i>Aggregate</i> <i>Each Occurrence</i> <i>Each Occurrence</i> <i>Each Occurrence</i> <i>Each Occurrence</i> <i>Each Occurrence</i>	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$0 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$0 \$10,000
EMPLOYEE BENEFITS LIABILITY Retro Date: 05/01/2009	Included	Included	Liberty Mutual	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	<i>Each Wrongful Act/Total Limit</i>	\$1,000	\$1,000
AUTOMOBILE LIABILITY Uninsured/ Underinsured Motorist Total Number of Autos/Trailers	\$372,499 Included Included	\$389,206 Included Included	Liberty Mutual Liberty Mutual Liberty Mutual	\$1,000,000 \$1,000,000 162	\$1,000,000 \$1,000,000 195	<i>Combined Single Limit</i> <i>Combined Single Limit</i>	\$10,000 \$0 -	\$10,000 \$0 -
AUTOMOBILE PHYSICAL DAMAGE Comprehensive/Collision Hired Physical Damage Total Number of Autos/Trailers	Included Included Included Included	Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	 ACV Included 160	 ACV Included 195	<i>Total Cost New/ Actual Cash Value</i> <i>Hired Autos Only</i>	\$1,000/\$1,000 \$1,000/\$1,000 -	\$1,000/\$1,000 \$1,000/\$1,000 -
CRIME Employee Theft Forgery or Alteration Inside Premises (Theft of Money & Securities) Outside the Premises	\$3,773 Included Included Included Included	\$3,773 Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	 \$500,000 \$500,000 \$500,000 \$500,000	 \$500,000 \$500,000 \$500,000 \$500,000	<i>Per Loss Coverage</i>	\$5,000 \$5,000 \$5,000 \$5,000	\$5,000 \$5,000 \$5,000 \$5,000
PROPERTY Blanket Building Blanket Personal Property Non Blanket Locations Business Income & Extra Expense	\$134,269 Included Included Included Included	\$144,229 Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	 \$98,009,143 \$9,011,734 Included \$250,000	 \$99,979,049 \$9,452,734 Included \$250,000	<i>No Coinsurance/Replacement Cost Agreed Value</i> <i>No Coinsurance/Replacement Cost Agreed Value</i> <i>Scheduled Property</i>	\$10,000 \$10,000 \$10,000 72 Hours	\$10,000 \$10,000 \$10,000 72 Hours
FLOOD	Included	Included	Liberty Mutual	\$5,000,000	\$5,000,000	<i>Excludes Zones A,V, and FEMA 100 Yr. Plan</i> <i>\$100K ded applies to 1641 Columbia</i> <i>Excludes Zones 1 & 2</i>	\$25,000 N/A \$25,000	\$25,000 \$100,000 \$25,000
EARTHQUAKE	Included	Included	Liberty Mutual	\$5,000,000	\$5,000,000		\$25,000	\$25,000
INLAND MARINE Contractors Equipment Scheduled Equipment Leased/Rented Radio Equipment Hardware & Media	Included Included Included Included Included	Included Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	 \$1,513,459 Included \$1,156,120 Included	 \$1,538,198 Included \$1,156,120 Included	<i>Per schedule on file</i>	\$1,000 \$1,000 \$1,000 \$10,000	\$1,000 \$1,000 \$1,000 \$10,000
EQUIPMENT BREAKDOWN Expediting Expense Hazardous Substances CFC Refrigerants Perishable Goods	Included Included Included Included Included	Included Included Included Included Included	Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual Liberty Mutual	 \$250,000 \$250,000 \$250,000 \$250,000	 \$250,000 \$250,000 \$250,000 \$250,000		\$10,000 \$10,000 \$10,000 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000
LAW ENFORCEMENT LIABILITY Non-Monetary Relief	\$58,380 Included	\$58,380 Included	Liberty Mutual Liberty Mutual	\$5,000,000/\$5,000,000 \$25,000	\$5,000,000/\$5,000,000 \$25,000	<i>Each Occurrence/ General Aggregate</i>	\$50,000 \$2,500	\$50,000 \$2,500
PUBLIC OFFICIALS D&O LIABILITY Retro Date: 05/01/09- Claims Made	\$17,163 Included	\$17,163 Included	Liberty Mutual Liberty Mutual	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	<i>Annual Aggregate</i>	\$25,000	\$25,000
EMPLOYEE PRACTICES LIABILITY Retro Date: 05/01/09 - Claims Made	\$57,700 Included	\$57,570 Included	Liberty Mutual Liberty Mutual	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	<i>Annual Aggregate</i>	\$25,000	\$25,000
EXCESS LIABILITY	\$142,475	\$152,268	Liberty Mutual	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	<i>Underlying: AL, GL, LEL, POL</i> <i>Each Occurrence/ Aggregate Limit</i>	\$10,000	\$10,000
TERRORISM	Included	Included						
TOTAL PREMIUM	\$917,765	\$957,224	4%					

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.



At Liberty Mutual Insurance, our focus is protecting your business. You benefit from the expertise and consultative approach taken by our team of knowledgeable underwriting, claims, and risk control specialists, for help and advice when you need it most.

YOUR Liberty Mutual Insurance Proposal



For

City of College Park
3667 MAIN STREET
COLLEGE PARK, GA 30337

Lines of Coverage

Commercial Auto	06/01/2020 to 06/01/2021
General Liability	06/01/2020 to 06/01/2021
Law Enforcement Professional Liability	06/01/2020 to 06/01/2021
Crime	06/01/2020 to 06/01/2021
Umbrella	06/01/2020 to 06/01/2021
Public Officials Directors and Officers Liability	06/01/2020 to 06/01/2021
Employment Practices Liability Insurance	06/01/2020 to 06/01/2021

Top Reasons to Choose Liberty Mutual Insurance

- A flexible, comprehensive insurance program designed to meet your needs
- An experienced, tenured team who understands your business
- Superior claims service for better experiences and outcomes
- The financial strength, security, and capacity from a Fortune 100 carrier

This proposal is based only upon the forms, limits, deductibles, terms and conditions shown herein, and may vary from your original request for coverage. Please review the proposal carefully for any variances. All coverage descriptions are subject to the policy provisions. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines. Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance. Products may be written in the following insurance company subsidiaries of Liberty Mutual Insurance: Ironshore Specialty Insurance Company*, Ironshore Insurance Inc., Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Surplus Lines Incorporated*, Liberty County Mutual Insurance Company, Employers Insurance Company of Wausau. Not all products and coverages may be available in all companies or jurisdictions. (*Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds).



Stable and Consultative Partnership

We take the time to understand how your individual business works to provide the products, coverage, and services as unique as you are. We're here to serve you, your goals, and your employees — ready to adapt with you as your business grows and changes.

Our wide breadth of coverages can help prevent gaps and reduce the need for supplemental policies from other carriers. No matter how complex your needs, our underwriting experts are here for you. You benefit from our consultative approach, for a more informed, collaborative partnership.

Superior Service

You expect prompt, clear communication. We do too. Our teams anticipate your concerns and keep you informed. And we're always just a phone call away.

VantagePort — Online portal gives you access to account and billing information, risk control services and medical providers, as well as report and track claim activity.

The claims portion is managed through RISKTRAC, an online tool for quick, easy review, management, and reporting on claims activity. With RISKTRAC, you can:

- View adjuster claim notes and monitor activity
- Communicate directly with case handlers
- Create watch lists to keep track of important claims
- Include your own notes on a private "diary"
- Set alerts to be notified of reserve and payment activity

Tailored Risk Control

Our risk control teams can help you identify and mitigate risks that cost time and money with:

- Personal site surveys, for custom service plans and safety solutions
- Online risk control tools and resources — backed by research and available 24/7
- A helpline for tailored risk control advice from experts with the latest information

Dedicated Customer Service

We work like part of your team, because we understand your business:

- Single point of contact for all service needs
- Ensure a smooth transition to Liberty Mutual
- Address business, industry, regulatory, and structural challenges
- Facilitate a smooth claims experience by quickly addressing questions and resolving issues

Fast and Accurate Claims

If building or business equipment is damaged, or a worker is injured, you can rely on our claims professionals for fast, accurate service and cutting-edge technical tools that keep us at the forefront of our industry.

Summary of Pay Plan

City of College Park
3667 MAIN STREET
COLLEGE PARK, GA 30337

Policy Period: 06/01/2020 to 06/01/2021

The following payment arrangements are offered with this proposal:

Automated Clearing House (ACH) Pay Terms Offered

LOB	Payment Plan	Deposit Amount	Installment Amount
General Liability - Guaranteed Cost	ANNUAL	\$134,635.00	N/A
Law Enforcement Professional Liability - Guaranteed Cost	ANNUAL	\$58,380.00	N/A
Crime - Guaranteed Cost	ANNUAL	\$3,773.00	N/A
Umbrella - Guaranteed Cost	ANNUAL	\$152,268.00	N/A
Public Officials Directors and Officers Liability - Guaranteed Cost	ANNUAL	\$17,163.00	N/A
Employment Practices Liability Insurance - Guaranteed Cost	ANNUAL	\$57,570.00	N/A
Commercial Auto - Small Deductible	ANNUAL	\$389,206.00	N/A

Terms & Conditions

Liberty Mutual Insurance appreciates the opportunity to present this proposal and offer.

Notice - Proposal Conditioned on Compliance with Domestic and Financial Sanctions Laws

In accordance with rules established by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC") and the United States Department of Commerce, Bureau of Industry and Security ("BIS"), Liberty Mutual Insurance is prohibited from contracting with or providing insurance or other benefits to any individuals, entities, vessels and countries appearing on OFAC's list of "Specially Designated Nationals and Blocked Persons," BIS' "Denied Persons List," or otherwise identified in connection with any other economic sanctions programs that OFAC and/or BIS are charged with enforcing. Various foreign governments also prohibit us from contracting with or providing financial benefit to individuals or entities appearing on blocked or denied persons lists published by such foreign governments.

This proposal, and any policy or contract that may be issued pursuant to this proposal, is based on the information you or your authorized representative provided regarding named and additional insureds under the quoted policy or policies. In the event that we learn that individuals, entities, vessels or countries that have a direct or indirect interest in the quoted insurance coverage are subject to U.S. or foreign financial sanctions laws, or appear on any domestic or foreign list of persons with whom we are prohibited from doing business or conferring financial benefit, Liberty Mutual Insurance reserves the right to amend this proposal or to withdraw it in its entirety; and, in the event a policy of insurance or a contract for other benefits is issued by us prior to or after learning that any subject persons or entities appear on the OFAC, BIS or foreign country lists, or otherwise are identified in connection with an OFAC, BIS or foreign country's economic sanctions program, Liberty Mutual Insurance reserves the right to declare any such issued policy or contract null, void and without legal or binding effect, such voiding to be effective from the otherwise effective date of such issued policy or contract and regardless of whether any circumstance has arisen, or there has been an occurrence since such issuance that would be material to the duties and responsibilities set forth in such policy or contract.

To learn more about Liberty Mutual's privacy policy, go to libertymutual.com/privacy

Commercial Auto - Small Deductible

Company Name: Liberty Mutual Fire Insurance Company
Effective Date: 06/01/2020

Coverage Form

We are using ISO Simplified Auto forms approved in your states or jurisdictions.

Coverages, Limits and Deductibles

	Covered Auto Symbol	Limits	Deductible	
Liability	01	\$ 1,000,000	\$10,000 - Single	
Uninsured Motorists	02	\$ 1,000,000		
Physical Damage				
- Comprehensive	07, 08	Actual Cash Value or Cost of Repair, whichever is less.	Various	
- Collision	07, 08	Actual Cash Value or Cost of Repair, whichever is less.	Various	
	Limit	Deductible	Estimated Cost of Hire	Rate Per \$100 Cost of Hire
Hired Liability			If Any	
Hired Physical Damage				
- Comprehensive	Actual Cash Value	\$ 1000	If Any	
- Collision	Actual Cash Value	\$ 1000	If Any	

Deductible Loss Billing Obligations

We may pay all or any part of the applicable deductible. If this happens, you must reimburse us for the deductible or the part of the deductible we paid. Each month in which such payments are made, we will provide a report detailing the amount of reimbursable losses that we paid during the prior month. This report will be accompanied by an invoice for that amount. We ask that the invoice be paid within 15 days.

This information is presented as a general summary of the deductible loss billing obligations. The actual terms of the policy shall govern.

Commercial Auto - Small Deductible (continued)

Forms and Endorsements

Coverage Forms and Endorsements are offered as indicated below and will also include state required or amendatory endorsements. Any other requested coverage not included below will require further discussion.

AC 00 03 02 13	Business Auto Declarations
AC 00 30 10 13	Changes In Your Policy
AC 84 13 01 11	Named Insured Endorsement Named Insured: City of College Park
AC 84 26 08 15	State Application of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism
AC 84 69 02 17	Government Entities Amendatory Enhancement Endorsement
AC 84 73 01 16	Temporary Substitute Auto - Physical Damage Insurance
ACS 00 03 11 11	Business Auto Declarations Extension Schedule - Hired or Borrowed Autos and Nonowned Autos
ACS 00 24 04 13	Item 3 - Schedule of Covered Autos You Own
ACS 00 25 04 13	Changes in Item Two of the Declarations - Physical Damage Coverages
ACS 00 26 04 13	Forms Inventory
ACS 20 02 07 13	Mobile Equipment Schedule
ACS 21 02 04 13	Uninsured/Underinsured Motorists Insurance (UM/UIM) Schedule
ACS 99 12 07 13	Stated Amount Schedule
CA 00 01 10 13	Business Auto Coverage Form
CA 01 09 10 13	Georgia Changes
CA 03 02 10 13	Deductible Endorsement
CA 04 45 10 13	Golf Carts And Low Speed Vehicles Liability Covered Auto 22, 23 No.: Liability Limit of Insurance: 1,000,000 UM Limit of Insurance: 1,000,000 Vehicle No. 1: 22 Description Of Vehicles That Are Covered Autos 1: 2007 Harley-Davidson VIN#1750 Vehicle No. 2: 23 Description Of Vehicles That Are Covered Autos 2: 2000 Harley-Davidson VIN#9583
CA 20 07 10 13	Emergency Services- Volunteer Firefighters' and Workers' Injuries Limited
CA 20 15 10 13	Mobile Equipment
CA 20 18 10 13	Professional Services Not Covered
CA 20 30 10 13	Emergency Services- Volunteer Firefighters' and Workers' Injuries Excluded
CA 23 45 11 16	Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion
CA 23 85 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 23 85 10 13	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism

Commercial Auto - Small Deductible (continued)

CA 23 87 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits
CA 23 87 10 13	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits
CA 23 89 10 13	Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits
CA 23 93 10 13	Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CA 31 37 10 13	Georgia Uninsured Motorists Coverage-Added On to At-Fault Liability Limits
CA 99 15 12 93	Governmental Bodies Amendatory Endorsement
CA 99 28 10 13	Stated Amount Insurance
CNA 90 15 11 16	2016 Commercial Auto Miscellaneous Form Revisions Advisory Notice To Policyholders
CNI 90 04 01 12	Insured Mailer Page
CNI 90 05 01 12	Producer Mailer Page
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL 02 62 02 15	Georgia Changes-Cancellation And Nonrenewal
LIL 90 04 06 13	Annual Meeting Notice
SNA 10 01 05 11	Georgia Notice To Policyholders
SNI 04 01 01 20	Liberty Mutual Group California Privacy Notice

Commercial Auto - Small Deductible (continued)

Premium

Liability	\$	281,999
Uninsured Motorists	\$	34,160
Physical Damage		
- Comprehensive	\$	17,287
- Collision	\$	55,760
Endorsement Premium		
Texas Discount Premium		
Total Estimated Premium	\$	389,206
Taxes/Assessments/Surcharges	\$	0
Total:	\$	389,206

General Liability - Guaranteed Cost

Company Name: Liberty Mutual Fire Insurance Company
Effective Date: 06/01/2020

Coverage Form

We are using ISO Simplified Occurrence Policy.

Coverages and Limits

	Limits of Liability
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented To You (any one premises)	\$ 1,000,000
Medical Expense Limit (any one person)	\$ 5,000

General Liability - Guaranteed Cost (continued)

Forms and Endorsements

Coverage Forms and Endorsements are offered as indicated below and will also include state required or amendatory endorsements. Any other requested coverage not included below will require further discussion.

CG 00 01 04 13	Commercial General Liability Coverage Form
CG 04 35 12 07	Employee Benefits Liability Coverage
	Retroactive Date: 05/01/2009
	Deductible: 1000
	Aggregate Limit: \$3,000,000
	Limit: \$1,000,000
CG 21 06 05 14	Access Or Disclosure Of Confidential Or Personal Information With Limited Bodily Injury Exception
CG 21 47 12 07	Employment - Related Practices Exclusion
CG 21 49 09 99	Total Pollution Exclusion
CG 21 56 04 13	Exclusion - Funeral Services
CG 21 70 01 15	Cap On Losses From Certified Acts Of Terrorism
CG 21 76 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CG 22 44 04 13	Exclusion - Services Furnished By Health Care Providers
	Description: "Any and all health services rendered by a health care provider or first responder."
CG 24 09 07 98	Governmental Subdivisions
CG 26 86 01 15	Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CG 26 93 01 15	Alaska Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
IC 00 42 07 09	Inventory Coverage Forms/Parts, Endorsements, Enclosures
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL 02 62 02 15	Georgia Changes-Cancellation And Nonrenewal
LC 00 04 08 12	Commercial General Liability Declarations
LC 03 02 06 05	Deductible - Damages And Supplementary Payments
	1 & Advertising Injury 10000
	and Medical Payments
	and Supplementary
	Payments:
LC 04 95 05 17	Limited Failure to Supply Utilities Coverage
LC 21 01 06 05	Asbestos Exclusion
LC 21 02 06 05	Silica Exclusion
LC 21 04 06 05	Discrimination Exclusion
LC 21 06 06 07	Lead Exclusion
LC 21 38 06 07	Polychlorinated Biphenyls (PCBs) Exclusion
LC 21 39 06 07	Radioactive Matter Exclusion
LC 21 42 06 07	Electromagnetic Fields And Electromagnetic Radiation Exclusion
LC 21 65 08 07	MTBE Exclusion
LC 21 67 08 07	Radon Exclusion

General Liability - Guaranteed Cost (continued)

LC 21 91 09 12	Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)
LC 25 13 08 08	Non-Cumulation Of Liability (Same Occurrence)
LC 29 04 08 08	Personal And Advertising Injury Redefined - Definition Of Publication
LC 29 06 08 08	Personal And Advertising Injury - Occurrence Redefined
LC 29 08 10 11	Advertisement Redefined
LC 29 23 09 17	Patient Loading or Unloading
LC 32 187 01 17	Commercial General Liability Enhancement
LC 32 351 02 17	Georgia Sexual Misconduct Liability Coverage
LC 99 36 02 13	Premium Responsibility
LCS 00 01 05 12	Declarations Extension Schedule - Classification Descriptions
LCS 00 02 05 12	Declarations Extension Schedule
LCS 00 03 05 12	Declarations Extension Schedule - Miscellaneous Charges
LIL 90 04 06 13	Annual Meeting Notice
SNI 04 01 01 20	Liberty Mutual Group California Privacy Notice
SNI 90 02 01 15	Terrorism Risk Insurance Act

The following forms will print if TRIA is accepted:

CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 70 01 15	Cap on Losses From Certified Acts of Terrorism
CG 26 86 01 15	Arkansas Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 26 93 01 15	Alaska Exclusion of Punitive Damages Related to a Certified Act of Terrorism

The following forms will print if TRIA is rejected:

CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
CG 26 88 01 15	Alaska Exclusion of Certified Acts of Terrorism

General Liability - Guaranteed Cost (continued)

Premium

Estimated Coverage Premium	\$ 126,718
Estimated Endorsement Premium	\$ 6,523
Total Estimated Premium	\$ 133,241
* Terrorism Risk Insurance Act Premium	\$ 1,394
Total:	\$ 134,635

* Refer to the Policyholder Disclosure - Notice of Offer to Purchase Terrorism Coverage for coverage options and applicable premium.

TRIA premium, Taxes, Surcharges & Assessments on this proposal are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.

City of College Park
3667 Main Street
College Park GA 30337

CNI 90 04 01 12
Insured

DECLARATIONS EXTENSION SCHEDULE

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
<u>GEORGIA</u>			
Location 1.1 3667 Main St. City Hall College Park GA 30337			
40031	Each Attendant	Per 1	
	Premises/Operations 24		49.624
	Products/Completed Operations included		\$1,191
41604	Each Acre	Per 1	
	Premises/Operations 20		26.960
	Products/Completed Operations included		\$539
44103	Total Operating Expenditures	Per 1000	
	Premises/Operations 12,300,000		8.014
	Products/Completed Operations included		\$98,572
48039	Each Mile	Per 1	
	Premises/Operations 80		174.635
	Products/Completed Operations included		\$13,971
48727	Each Mile	Per 1	
	Premises/Operations 148		84.091
	Products/Completed Operations included		\$12,445

Location 2.1
3724 Main St.
Train Depot
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
	Premises/Operations if any		8.014
	Products/Completed Operations included		

Location 3.1
3636 College St.
Conly Rec Ctr, Pool Pump Hse, Pool Bldg, Swim Pool, Kiddie Pool
College Park GA 30337

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 4.1
 3605 College St.
 Tennis Rstrm, Trk Prsbx &Rr, Track Restrm, Favor House 1 Pavilion
 College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 5.1
 3655 College St.
 Baseball Rr#1, Baseball Rr#2, Bsbl Prsbx
 College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 6.1
 3571 Brenningham Dr.
 Brady Rec Ctr, Picnic Shltr
 College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 7.1
 3631 Main St.
 City Auditorm
 College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
Location 8.1			
2336 Sullivan Rd.			
Fire Stat #2			
College Park GA 30337			

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 9.1
1886 Harvard Ave.
Wrhse & Offc, Strg Shed
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 10.1
Lakemont Dr. & Washington
LMNT Elec Sub
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 11.1
4600 Edison Dr.
EDSN Elec Sub
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 12.1
2770 Charleston Dr.
Ch Dr. Elev, Well House
College Park GA 30337

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 13.1
1219 Forest Pkwy
F Pkwy Lift
Lake City GA 30260

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		5.891

Location 14.1
2233 W. Harvard Ave.
Pub Wrks Offc
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 15.1
2264 Old Harvard Ave.
Welding & Sign Shop
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 16.1
3711 Fairway Dr.
Clubhouse, Academy Bldg, Camp Creek Pump Station
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
Location 17.1			
Jackson St. Pmp Station College Park GA 30337			

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 18.1
Lyle St.
Pump Station
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 19.1
2300 Godby Rd.
Tracey Wyatt Rec, Pool Bldg, Swim Pl, Fltr Pmp Hs, Kid Pl, GodbyRecCtr
College Park GA 30349

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 20.1
3675 Auditorium Way
Hist Society
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 21.1
Old National Hwy.
Sewg Station
College Park GA 30349

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 22.1
3717 & 3737 College St.
Pub Saf Cmplx
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 23.1
1550 Hawthorne Ave.
Zupp Park, 3 Pavilions
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 24.1
1060 Forest Parkway
Warehouse Facility
College Park GA 30349

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 25.1
5213 W Fayetteville Rd.
W F Elec Sub, Elev Wtr Tnk, Well House
College Park GA 30349

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
Location 26.1			
4555 Edison Ave.			
Cng Util Bld1, CNG Util Bld2, Canopy&Equip			
College Park GA 30337			

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 27.1
Herschel Rd.
Phillips Rest
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 28.1
4418 Herschel Rd.
Philips Park - 6 Pavilions
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 29.1
2000 Walker Ave.
Barrett Park - 5 Pavilions
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 30.1
0 Sullivan Rd.
Levitz Lift Station
College Park GA 30337

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 31.1
1683 Princeton Ave.
Princeton Well (Well House 4)
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 32.1
0 Massachusetts Blvd
Massachusetts Pump
College Park GA 30337

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 33.1
5217 West Fayetteville Road
Pump Station
College Park GA 30349

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

Location 34.1
5131 West Fayetteville Road
Fire Stat #3
College Park GA 30349

44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
Location 35.1 2145 Roosevelt Street Well House College Park GA 30337			
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014
Location 36.1 2173 Columbia Avenue Well House College Park GA 30337			
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014
Location 37.1 3581 Victoria St. Well House College Park GA 30337			
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014
Location 38.1 2901 Camp Creek Parkway Subrenia M. Willis Park - 2 Pavillions College Park GA 30337			
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included		8.014
Location 39.1 2300 Godby Rd. Tracey Wyatt Recreation - Park/Playground, Storage Bldg College Park GA 30337			

DECLARATIONS EXTENSION SCHEDULE (continued)

Policy Number P1156261.2

Class Code	Premium Basis	Rates	Premium
44103	Total Operating Expenditures	Per 1000	
Premises/Operations Products/Completed Operations	if any included	8.014	
Total for GEORGIA			\$126,718
TOTAL			\$126,718

Law Enforcement Professional Liability (Occurrence Basis) - Guaranteed Cost

Company Name: Liberty Mutual Fire Insurance Company
Effective Date: 06/01/2020

Coverage Form

Coverages, Limits and Deductibles

	Limits of Liability	Deductible
Each Wrongful Act	\$ 5,000,000	
Aggregate	\$ 5,000,000	
Medical Expense (any one person)	\$ 5,000	
Supplementary Payments - Non-Monetary Relief	\$ 25,000	
Supplementary Payments - Non-Monetary Relief		\$ 2,500
Each Wrongful Act		\$ 50,000

Law Enforcement Professional Liability (Occurrence Basis) - Guaranteed Cost (continued)

Premium

Coverage Premium	\$	55,579
Endorsement Premium	\$	2,223
Total Estimated Premium	\$	57,802
* Terrorism Risk Insurance Act Premium	\$	578
Total:	\$	58,380

* Refer to the Policyholder Disclosure - Notice of Offer to Purchase Terrorism Coverage for coverage options and applicable premium.

TRIA premium, Taxes, Surcharges & Assessments on this proposal are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.

Public Officials Directors and Officers Liability (Claims Made) - Guaranteed Cost

Company Name: Liberty Mutual Fire Insurance Company
Effective Date: 06/01/2020

Coverage Form

Coverages, Limits and Deductibles

	Limits of Liability	Deductible
Each Wrongful Act	\$ 5,000,000	
Aggregate	\$ 5,000,000	
Each Wrongful Act		\$ 25,000

	Retroactive Date:
This insurance does not apply to "wrongful acts" committed prior to the Retroactive Date shown here	05/01/2009

Public Officials Directors and Officers Liability (Claims Made) - Guaranteed Cost (continued)

Premium

Coverage Premium	\$	16,660
Endorsement Premium	\$	333
Total Estimated Premium	\$	16,993
* Terrorism Risk Insurance Act Premium	\$	170
Total:	\$	17,163

* Refer to the Policyholder Disclosure - Notice of Offer to Purchase Terrorism Coverage for coverage options and applicable premium.

TRIA premium, Taxes, Surcharges & Assessments on this proposal are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.

Rating Plan Comments

Non-Monetary Defense Limit: 25,000
Non-Monetary Defense Deductible: 2,500

Employment Practices Liability Insurance (Claims Made) - Guaranteed Cost

Company Name: Liberty Mutual Fire Insurance Company
Effective Date: 06/01/2020

Coverage Form

Coverages, Limits and Deductibles

	Limits of Liability	Deductible
Each Wrongful Act	\$ 5,000,000	
Aggregate	\$ 5,000,000	
Each Wrongful Act		\$ 25,000

Defense Limit	Defense Limit is within the Limits
---------------	------------------------------------

	Retroactive Date:
This insurance does not apply to "wrongful acts" committed prior to the Retroactive Date shown here	05/01/2009

Employment Practices Liability Insurance (Claims Made) - Guaranteed Cost (continued)

Premium

Coverage Premium	\$	57,000
Total Estimated Premium	\$	57,000
* Terrorism Risk Insurance Act Premium	\$	570
Total:	\$	57,570

* Refer to the Policyholder Disclosure - Notice of Offer to Purchase Terrorism Coverage for coverage options and applicable premium.

TRIA premium, Taxes, Surcharges & Assessments on this proposal are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.

Crime - Guaranteed Cost

Company Name: Employers Insurance Company of Wausau
 Effective Date: 06/01/2020

Coverage Forms

We use standard ISO forms, which include ERISA compliance wording. Issuing Company for ERISA is Employers Insurance Company of Wausau.

Coverages, Limits, and Deductibles

Basic Insuring Agreements	Limit	Deductible
Employee Theft - Per Loss	\$ 500,000	\$ 5,000
Forgery or Alteration	\$ 500,000	\$ 5,000
Inside the Premises - Theft of Money and Securities	\$ 500,000	\$ 5,000
Outside the Premises	\$ 500,000	\$ 5,000
Optional Insuring Agreements	Limit	Deductible
Excess Limit for Specified Employees	\$ 505,000	N/A
Excess Limit of Insurance for ERISA	\$ 500,000	N/A

Any other requested coverage not included will require further discussion prior to providing.

Premium

Estimated Premium	\$ 3,773
Taxes/Assessments/Surcharges	\$ 0
Total Estimated Crime Premium	\$ 3,773

Liberty Mutual Group
Umbrella Liability Proposal



Account Name	City of College Park
Address	3667 MAIN STREET
Address	
City	COLLEGE PARK
State	GA
Zip	30337

Writing Company: Liberty Insurance Corporation (7)
 Proposal Effective: 6/1/2020 to 6/1/2021

Coverages:	Limits:
Each Occurrence Limit	\$4,000,000
General Aggregate Limit	\$4,000,000
Products - Completed Operations Aggregate Limit	\$4,000,000
Self-Insured Retention - Each Occurrence	\$10,000
Flat Charge	N/A
Minimum Retained Premium	\$0
Premium Subtotal	\$150,018
State Surcharges	\$0
FIGA Surcharge	\$0
Kentucky Municipal Tax	\$0
Terrorism Risk Insurance Act	\$2,250
UM/UIM Charge	\$0
Crisis Response Charge	\$0
Total Estimated Premium	\$152,268
Commission	15.0%
Payment Terms	Premium is due 20 days from invoice date

Underlying Schedule	Limits	Carrier	Premium
Auto Liability	CSL 1,000,000	Liberty Mutual Fire Insurance Company	\$389,206
General Liability	Each Occurrence 1,000,000	Liberty Mutual Fire Insurance Company	\$133,105
	General Aggregate 2,000,000		
	Products/Completed Ops Aggregate 2,000,000		
	Pers & Adv Injury Limit 1,000,000		
Law Enforcement Liability	Each Wrongful Act 5,000,000	Liberty Mutual Fire Insurance Company	\$58,380
	Aggregate 5,000,000		
Public Officials Liability	Each Occurrence 5,000,000	Liberty Mutual Fire Insurance Company	\$17,163
	Aggregate 5,000,000		
Sexual Misconduct and Molestation	Each Occurrence 1,000,000	Liberty Mutual Fire Insurance Company	\$1,530
	Aggregate 1,000,000		
Estimated Exposures	Revenue		555,551
	Power Units		186
		PPT	82
		LT	42
		MT	17
		HT	43
		EHT	1
		Tractor	1
	Number of Employees		0

Liberty Mutual Group
Umbrella Liability Proposal



Policy Form and Endorsements:

LCU 04 11 01 18 Crisis Management Coverage
 Crisis Management Expense Aggregate Limit: \$ 250,000
 Liberty Mutual Preferred Public Relations Vendor: Weber Shandwick
 Liberty Mutual Claims: 1-800-362-0000
 LCU 21 19 01 18 Silica or Silica-Related Dust Exclusion
 LCU 21 47 01 18 Damage First Occurring Prior To Policy Period Exclusion
 LCU 21 85 01 18 Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion – With Limited Bodily Injury Exception
 LCU 25 09 01 18 Non-Cumulation Of Liability (Same Occurrence)
 LCU 99 05 01 18 Declarations Extension – Named Insured
 Item 1. Named Insured of the Declarations is amended as follows:
 LCU 24 09 09 19 Foreign Liability Limitation
 LCU 02 66 01 18 Georgia Changes – Cancellation And Nonrenewal
 LIL 90 05 06 13 Participating Provision
 LCU 00 01 01 18 Commercial Liability – Umbrella Coverage Form
 SNI 04 01 01 20 Liberty Mutual Group California Privacy Notice
 LCU 04 15 01 18 Public Officials Liability Coverage Limitation
 LCU 04 17 01 18 Law Enforcement Liability Coverage Limitation
 LCU 24 21 01 18 Governmental Subdivision
 LCU 60 07 01 18 Auto Exclusion of Terrorism Coverage
 LCU 22 04 01 18 Public Entity Immunity And Tort Cap Preservation
 LCU 26 01 01 18 Total Pollution Exclusion
 LCU 21 62 01 18 Services Furnished By Health Care Providers Exclusion
 Description of Operation(s):
 LCU 21 134 01 18 Radon Exclusion
 LCU 21 80 01 18 Radioactive Matter Exclusion
 LCU 21 127 01 18 MTBE Exclusion
 LCU 21 17 01 18 Liquor Liability Exclusion
 LCU 21 122 01 18 Lead Exclusion
 LCU 21 97 01 18 Injury To Volunteer Firefighters Exclusion
 LCU 21 36 01 18 Foreign Liability Exclusion
 LCU 21 02 01 18 Failure To Supply Exclusion
 LCU 21 123 01 18 Electromagnetic Fields And Electromagnetic Radiation Exclusion
 LCU 24 26 01 18 Fungi or Bacteria Limitation
 LCU 26 15 05 18 Persistent Organic Pollutants Exclusion

Important Considerations:

Please read this proposal carefully, as the terms and conditions may differ from those in the submission.

Quote expires on: 6/1/2020.

We reserve the right to amend premium, terms & conditions or withdraw the proposal if underlying carriers, pricing or terms change.

All underlying carriers must be rated A- V or better by A.M. Best.

Underlying policy numbers must be received upon binding for policy issuance.

The Terrorism Risk Insurance Act offer letter is included in this document.

Copies of all non-Liberty Mutual underlying policies must be received within 60 days of binding.

An important notice regarding the expiration of the Terrorism Risk Insurance Act is included in this document.

To learn more about Liberty Mutual's privacy policy,
 go to: <https://www.libertymutualgroup.com/about-lm/corporate-information/privacy-policy>



Terrorism Risk Insurance Act, Including all Amendments, ("TRIA" or the "Act")

ACCEPT OR REJECT OPTION: The following notice will be added to your policy:

POLICYHOLDER DISCLOSURE, TERRORISM RISK INSURANCE ACT

If you ACCEPT TRIA: The following endorsements will be added to your policy:

The Terrorism endorsements described below **do not apply** to umbrella coverage over underlying Commercial Automobile insurance, but otherwise apply as follows if attached to your policy:

Underlying Coverage Requirement for Certified Acts of Terrorism – LCU 60 01

Cap on Losses from Certified Acts of Terrorism – LCU 60 04

Punitive Damages Related to a Certified Act of Terrorism Exclusion – LCU 60 06

Punitive Damages Related to a Certified Act of Terrorism Exclusion – LCU 60 10
(This endorsement applies only in Arkansas.)

If you REJECT TRIA: The following endorsement will be added to your policy:

The Terrorism endorsement described below **does not apply** to umbrella coverage over underlying Commercial Automobile insurance, but otherwise applies as follows if attached to your policy:

Certified Acts of Terrorism Exclusion – LCU 60 05

May 6, 2020
 City of College Park



Umbrella Policy
 Effective: June 1, 2020

POLICYHOLDER DISCLOSURE

**NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE
 FOR POLICY PERIOD**

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from "certified acts of terrorism" exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under this policy. You have the option to accept or reject this coverage.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

How the act affects your policy and what you must do**SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE**

You have the option of purchasing coverage for losses resulting from “certified acts of terrorism” where it could otherwise be excluded. This offer pertains only to those lines of business covered by TRIA and, more specifically, does not apply to commercial automobile insurance. This offer is also expressly conditioned upon your acceptance of coverage for “certified acts of terrorism” on all underlying insurance policies that are subject to TRIA or, where applicable, the existence of such coverage on all TRIA eligible lines for which you self insure. If you reject TRIA coverage on your primary liability policies, you must also reject it on your Excess, Umbrella or Umbrella Excess policy.

The premium charge for this coverage for the policy period is \$2,250 and does not include any charges for the portion of loss covered by the Federal government under the Act.

If you reject this offer, you will not be covered for losses resulting from “certified acts of terrorism.”

Please indicate on the attached coverage election form, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for “certified acts of terrorism” will be excluded from your policy.

TERRORISM COVERAGE ELECTION FORM

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$2,250

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," and the premium charge for losses covered by TRIA.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

General Fraud Statement

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties. (in LA, ME, TN, and VA, insurance benefits may also be denied)

Colorado Fraud Warning

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Utah Fraud Warning

For your protection, Utah law requires the following to be included in this application: "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

Applicant's Signature (Only Required If NY Exposure)

Date (mm/dd/yyyy)

May 6, 2020

City of College Park

Employment Practices Liability Insurance

Policy Number:

Effective: 06/01/2020

**POLICYHOLDER DISCLOSURE
NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE
FOR POLICY PERIOD**

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, ("TRIA" or the "Act") including all amendments, establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such an act exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

<u>Calendar Year</u>	<u>Federal Share</u>	<u>Program Trigger</u>
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

MANDATORY AVAILABILITY OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of the U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

HOW THE ACT AFFECTS YOUR POLICY AND WHAT YOU MUST DO

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism". The premium for optional terrorism coverage is in addition to any mandatory premium shown on the attached Terrorism Coverage Election Form. Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions, and exclusions contained in your policy.

The premium charge for this coverage for the policy period is **\$ 570**

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism".

Please indicate on the attached Coverage Election Form whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

TERRORISM COVERAGE ELECTION FORM

City of College Park

Policy Number:

Effective: 06/01/2020

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$ **570** .
- I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism".

MANDATORY PREMIUM DISCLOSURE STATEMENT

Fire insurance is mandatory in some states. The premium charge for fire losses that result from "certified acts of terrorism" and occur in states that require this coverage is \$ **Not Applicable** and is included in the total premium amount shown above. This mandatory premium will be charged whether you accept or reject terrorism coverage.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism", the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

May 6, 2020

City of College Park

Public Officials Directors and Officers
Liability

Policy Number:

Effective: 06/01/2020

**POLICYHOLDER DISCLOSURE
NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE
FOR POLICY PERIOD**

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, ("TRIA" or the "Act") including all amendments, establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such an act exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

<u>Calendar Year</u>	<u>Federal Share</u>	<u>Program Trigger</u>
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

MANDATORY AVAILABILITY OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of the U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

HOW THE ACT AFFECTS YOUR POLICY AND WHAT YOU MUST DO

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism". The premium for optional terrorism coverage is in addition to any mandatory premium shown on the attached Terrorism Coverage Election Form. Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions, and exclusions contained in your policy.

The premium charge for this coverage for the policy period is **\$ 170**

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism".

Please indicate on the attached Coverage Election Form whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

TERRORISM COVERAGE ELECTION FORM

City of College Park

Policy Number:

Effective: 06/01/2020

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$ **170** .
- I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism".

MANDATORY PREMIUM DISCLOSURE STATEMENT

Fire insurance is mandatory in some states. The premium charge for fire losses that result from "certified acts of terrorism" and occur in states that require this coverage is \$ **Not Applicable** and is included in the total premium amount shown above. This mandatory premium will be charged whether you accept or reject terrorism coverage.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism", the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

Commercial Auto

Commercial Auto - Small Deductible A7269538 . 2

UNINSURED/UNDERINSURED MOTORISTS INSURANCE (UM/UIM) SCHEDULE

Note: Applicable endorsements may reduce the amount payable to less than the stated limit of insurance. This notation does not apply in Texas.

State	Coverage	Limits
GA	UM	\$1,000,000

Commercial Auto

Commercial Auto - Small Deductible A7269538 . 2

Schedule of Covered Autos

Valid 17 digit VINs are required for all vehicles regardless of state; however, it is mandatory due to DMV requirements that correct VINs be provided in the following states: AR,AZ,CT,GA,KS,KY,LA,MA,MD,ME,NC,NJ,NM,NY,OR,PA,PR, and UT. We are unable to issue the policy until complete VINs are received and resolved.

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00001	1FDXE45P55HBE0051	2005 FORD	COLLEGE PARK, GA 30337	176,868	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		105			427
00002	3FRWF75234V600197	2004 FORD	COLLEGE PARK, GA 30337	45,340	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		69			163
00003	1FTRF12258KF07079	2008 FORD	COLLEGE PARK, GA 30337	17,345	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		57			108
00004	3FDWF65503MB04629	2003 FORD	COLLEGE PARK, GA 30337	44,156	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		69			163
00005	1FTRF12288KF07075	2008 FORD	COLLEGE PARK, GA 30337	17,345	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		57			108
00006	1FDSW21528ED07371	2008 FORD	COLLEGE PARK, GA 30337	34,700	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		76			150
00007	3FEWF80C2XMA00355	1999 FORD	COLLEGE PARK, GA 30337	36,745	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		57			113
00008	1FTRF12237KC19561	2007 FORD	COLLEGE PARK, GA 30337	18,130	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		57			108
00009	2FZAAWBS08AY09665	2008 STERLING	COLLEGE PARK, GA 30337	42,582	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		69			163
00010	1FTRF12218KD69668	2008 FORD	COLLEGE PARK, GA 30337	17,345	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		57			108

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00011	1FTWW32R58ED92591	2008 FORD	COLLEGE PARK, GA 30337	34,410	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		57			
		113			
00012	3FRXF75H9V098028	2008 FORD	COLLEGE PARK, GA 30337	40,000	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		57			
		113			
00013	1FMRE11231HB04740	2001 FORD	COLLEGE PARK, GA 30337	22,645	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		61			
		115			
00014	2FAFP71V58X125507	2008 FORD	COLLEGE PARK, GA 30337	25,865	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00015	2FAFP71V88X154936	2008 FORD	COLLEGE PARK, GA 30337	25,865	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00016	2G1WS553681376893	2008 CHEVROLET	COLLEGE PARK, GA 30337	23,870	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		40			
		128			
00017	2FAFP71V98X125509	2008 FORD	COLLEGE PARK, GA 30337	27,419	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00018	2FAFP71V68X154935	2008 FORD	COLLEGE PARK, GA 30337	25,865	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00019	2G1WB55KX79201845	2007 CHEVROLET	COLLEGE PARK, GA 30337	25,230	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00020	1FMEU63E17UA88026	2007 FORD	COLLEGE PARK, GA 30337	25,325	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00021	1HD1FHM157Y661750	2007 HARLEY-DAVIDSON	COLLEGE PARK, GA 30337	18,112	9462
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
441		91			
		184			

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00022	1HD1FJV17YY629583	2000 HARLEY-DAVIDSON	COLLEGE PARK, GA 30337	14,900	9462
\$10000					
DED	UM				
LIAB	153				
441					
00023	1FTRE1426XHB80915	1999 FORD	COLLEGE PARK, GA 30337	19,410	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		35	121		
00024	2FAFP71V98X138521	2008 FORD	COLLEGE PARK, GA 30337	25,865	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00025	2B3KA43G46H398776	2006 DODGE	COLLEGE PARK, GA 30337	26,266	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00026	2FAFP71VX8X154937	2008 FORD	COLLEGE PARK, GA 30337	26,934	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00027	2FAFP71VX8X154946	2008 FORD	COLLEGE PARK, GA 30337	26,934	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00028	2B3KA43H18H134555	2008 DODGE	COLLEGE PARK, GA 30337	29,360	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00029	1FBSS31L17DA05812	2007 FORD	COLLEGE PARK, GA 30337	29,905	7912
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2056		91	142		
00030	2G1WB58K379205702	2007 CHEVROLET	COLLEGE PARK, GA 30337	20,760	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		40	128		
00031	2G1WB58K579253704	2007 CHEVROLET	COLLEGE PARK, GA 30337	20,760	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		40	128		
00032	2G1WB58K479164643	2007 CHEVROLET	COLLEGE PARK, GA 30337	20,760	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		40	128		

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00033	1FTPS2414XHA44040	1999 FORD	COLLEGE PARK, GA 30337	15,000	7912
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
2056		60			
		88			
00034	10HHTD1D2D1000008	1983 HUDSON	COLLEGE PARK, GA 30337	5,300	69499
\$10000	\$1000	DED			
DED	COMP	DED			
LIAB	12	COLL			
		12			
00035	4YNBN29298C054653	2008 COUNTRY BO	COLLEGE PARK, GA 30337	15,250	69499
\$10000	\$1000	DED			
DED	COMP	DED			
LIAB	20	COLL			
		38			
00036	1FDXF46F21EC08784	2001 FORD	COLLEGE PARK, GA 30337	25,425	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		57			
		113			
00037	1FVACXDT38DAC1098	2008 FREIGHTLINER	COLLEGE PARK, GA 30337	97,230	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		79			
		245			
00038	FDXF7755XYMA37717	2000 FORD	COLLEGE PARK, GA 30337	39,928	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		57			
		113			
00039	3FRXF75A25V122092	2005 FORD	COLLEGE PARK, GA 30337	46,873	31499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1982		69			
		163			
00040	1FDWF36P56EB19359	2006 FORD	COLLEGE PARK, GA 30337	24,810	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		46			
		86			
00041	1FTZF18W3WNA73816	1998 FORD	COLLEGE PARK, GA 30337	18,640	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		57			
		108			
00042	2FDPF17M52CA43168	2002 FORD	COLLEGE PARK, GA 30337	25,575	01499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1646		76			
		150			
00043	1FDWW36P84EB04125	2004 FORD	COLLEGE PARK, GA 30337	28,548	21499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
1729		57			
		113			

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00044	1FTRF12226NB40380	2006 FORD	COLLEGE PARK, GA 30337	19,470	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		57	108		
00045	1FTRF12257NA26455	2007 FORD	COLLEGE PARK, GA 30337	18,130	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		57	108		
00046	1FDWW36P46EC74193	2006 FORD	COLLEGE PARK, GA 30337	30,548	21499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1729		57	113		
00047	1FTRF12215NB39672	2005 FORD	COLLEGE PARK, GA 30337	19,610	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		57	108		
00048	1FDXF46RX8EB69267	2008 FORD	COLLEGE PARK, GA 30337	59,000	21499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1729		69	163		
00049	1FTSW21YX8EC00468	2008 FORD	COLLEGE PARK, GA 30337	29,440	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		76	150		
00050	1GNDT13W61K204314	2001 CHEVROLET	COLLEGE PARK, GA 30337	26,770	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		76	150		
00051	1FAFP53U02A155054	2002 FORD	COLLEGE PARK, GA 30337	19,445	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		39	121		
00052	2G1WT58K081313658	2008 CHEVROLET	COLLEGE PARK, GA 30337	21,962	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		45	128		
00053	1HTMMAAN37H534985	2007 INT'L	COLLEGE PARK, GA 30337	133,793	31499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		91	328		
00054	5TP6830226H00648	2006 ALTEL	COLLEGE PARK, GA 30337	8,500	69499
\$10000		\$1000		\$1000	
DED	COMP	DED			
LIAB	16	COLL			
		25			

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00055	1HTMMAAN27H441942	2007 INT'L	COLLEGE PARK, GA 30337	125,818	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		88		310	
00056	1BUC20204H1002074	1987 BUTLER	COLLEGE PARK, GA 30337	6,050	69499
\$10000	\$1000	DED		\$1000	
DED	COMP	DED		DED	
LIAB	14	COLL		COLL	
		14			
00057	123WM2429X1T12068	1999 TRAILER	COLLEGE PARK, GA 30337	38,310	69499
\$10000	\$1000	DED		\$1000	
DED	COMP	DED		DED	
LIAB	26	COLL		COLL	
		53			
00058	123WM11151T20153	1995 PULLER	COLLEGE PARK, GA 30337	29,100	69499
\$10000	\$1000	DED		\$1000	
DED	COMP	DED		DED	
LIAB	26	COLL		COLL	
		53			
00059	4HAABZ003B0000001	2003 ALTEL	COLLEGE PARK, GA 30337	19,000	69499
\$10000	\$1000	DED		\$1000	
DED	COMP	DED		DED	
LIAB	20	COLL		COLL	
		38			
00060	1FTRE142BWA41281	1998 FORD	COLLEGE PARK, GA 30337	16,000	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		57		108	
00061	1FDSX21588EA28598	2008 FORD	COLLEGE PARK, GA 30337	27,495	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		76		150	
00062	1FTDF1723VNB83952	1997 FORD	COLLEGE PARK, GA 30337	14,430	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		50		93	
00063	2FMZA51401BB68865	2001 FORD	COLLEGE PARK, GA 30337	24,690	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		61		115	
00064	1FBSS31L68DB08449	2008 FORD	COLLEGE PARK, GA 30337	31,840	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		76		150	
00065	4P1CT02S91A001525	2001 PIERCE	COLLEGE PARK, GA 30337	309,002	7909
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1322		93		359	

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00066	2FAP71W82X113688	2002 FORD	COLLEGE PARK, GA 30337	20,899	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		45	128		
00067	4P1CT02S0YA000072	1999 PIERCE	COLLEGE PARK, GA 30337	249,991	7919
\$10000					
DED	UM				
LIAB	153				
2570					
00068	1GTFC24H2JZ541447	1988 GMC	COLLEGE PARK, GA 30337	11,342	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		50	93		
00069	1FTNX20516EC01913	2006 FORD	COLLEGE PARK, GA 30337	25,390	01499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		76	150		
00070	2FAHP71V89X108937	2009 FORD	COLLEGE PARK, GA 30337	26,560	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		51	135		
00071	1GBE5C1928F412021	2008 GMC CHEVY	COLLEGE PARK, GA 30337	200,378	7909
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		70	237		
00072	2FAHP71V78X139899	2008 FORD	COLLEGE PARK, GA 30337	25,865	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		51	135		
00073	1FAFP5227YA255287	2000 FORD	COLLEGE PARK, GA 30337	17,695	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		39	121		
00074	2FAFP71W8XX232297	1999 FORD	COLLEGE PARK, GA 30337	22,265	7398
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		45	128		
00075	3FRXF75UX8V050251	2008 FORD	COLLEGE PARK, GA 30337	146,274	31499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		95	358		
00076	3FRXF75S86V350706	2006 FORD	COLLEGE PARK, GA 30337	127,200	31499
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		89	315		

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00077	1FVACWCS96HV54390	2006 FREIGHTLINER	COLLEGE PARK, GA 30337	74,921	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		76		228	
00078	1M2K189C75M026690	2005 MACK	COLLEGE PARK, GA 30337	156,950	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		99		381	
00079	VACXCS3714HY70908	2007 F-LINER	COLLEGE PARK, GA 30337	94,600	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		78		239	
00080	1FVHBXAK44DM78656	2004 FREIGHTLINER	COLLEGE PARK, GA 30337	90,000	50499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
4330		102		379	
00081	1FVAWCS06H054391	2006 F-LINER	COLLEGE PARK, GA 30337	51,500	21499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1729		69		163	
00082	2G1WB48K379191168	2007 CHEV	COLLEGE PARK, GA 30337	18,913	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		39		121	
00083	1FTWW33R8EA08010	2007 FORD	COLLEGE PARK, GA 30337	29,393	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		76		150	
00084	3030	1987 B/JACK	COLLEGE PARK, GA 30337	8,102	69499
\$10000	\$1000	DED		\$1000	
DED	COMP	DED		DED	
LIAB	16	COMP		COLL	
		25			
00085	1FTWW33P96D47454	2006 FORD	COLLEGE PARK, GA 30337	28,891	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		76		150	
00086	4P1CA01HX9A009768	2009 PIERCE	COLLEGE PARK, GA 30337	499,557	7909
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1322		133		573	
00087	1FTSW2A57AEB25255	2010 FORD	COLLEGE PARK, GA 30337	30,040	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		99		188	

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00088	3D6WC66L49G558281	2009 DODGE	COLLEGE PARK, GA 30337	126,636	7909
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		55	153		
00089	1FDWF3GR8AEB09109	2010 FORD	COLLEGE PARK, GA 30337	39,787	21499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1729		74	141		
00090	5PVNV8J9B4S51885	2011 HINO	COLLEGE PARK, GA 30337	102,540	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		128	401		
00091	5PVNV8JT4BS51968	2011 HONO	COLLEGE PARK, GA 30337	99,944	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		126	390		
00092	5VCALLE4AH210661	2010 WAYNE	COLLEGE PARK, GA 30337	252,200	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		192	851		
00093	5VCALLE4AH210660	2010 WAYNE	COLLEGE PARK, GA 30337	252,200	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		192	851		
00094	1FVHC5V59HAM2267	2009 F-LINER	COLLEGE PARK, GA 30337	220,000	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		136	596		
00095	1FTMF1CW0AKB68250	2010 FORD	COLLEGE PARK, GA 30337	21,380	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		79	143		
00096	4YMUL10139G049766	2009 CARR UTIL	COLLEGE PARK, GA 30337	5,000	69499
\$10000					
DED					
LIAB					
00097	2FAHP71V39X148424	2009 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00098	2FAHP71V29X147992	2009 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00099	2FAHP71V99X148427	2009 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00100	2FAHP71V39X147919	2009 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00101	2FAHP71V19X147918	2009 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00102	1FTRF3B66CEA82199	2012 FORD	COLLEGE PARK, GA 30337	32,525	21499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1729		85	169		
00103	1HTMMAAN8BH289934	2011 INT'L	COLLEGE PARK, GA 30337	188,824	31499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		153	625		
00104	1BUC2020291005368	2009 BUTLER	COLLEGE PARK, GA 30337	12,648	69499
\$10000		\$1000 DED	\$1000		
DED	COMP	DED	DED		
LIAB	18	COLL	33		
00105	1FTMF1CWAKB36406	2010 FORD	COLLEGE PARK, GA 30337	21,380	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		79	143		
00106	1FTMFKM2BFB85477	2011 FORD	COLLEGE PARK, GA 30337	15,542	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		79	148		
00107	1FTMF1CWAKB36405	2010 FORD	COLLEGE PARK, GA 30337	14,935	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		66	116		
00108	1F9BA29236S217628	2005 FIRE SAF.	COLLEGE PARK, GA 30337	29,967	7909
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		35	55		
00109	3BPZH28XXBF118042	2011 PETERBILT	COLLEGE PARK, GA 30337	207,411	33499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2612		183	776		

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00110	1HD1FHM16EB619913	2014 HARLEY-DAVIDSON	COLLEGE PARK, GA 30337	19,990	7912
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2056		109	191		
00111	2FABP7BV1BX128277	2011 FORD	COLLEGE PARK, GA 30337	27,260	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		61	192		
00112	2FABP7BV1BX121166	2011 FORD	COLLEGE PARK, GA 30337	27,260	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		61	192		
00113	1FTMF1CM6EFC97087	2014 FORD	COLLEGE PARK, GA 30337	24,215	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		98	215		
00114	6G3NSSU20EL956919	2014 CHEVROLET	COLLEGE PARK, GA 30337	36,250	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00115	2C3CDXAT6EH362375	2014 DODGE	COLLEGE PARK, GA 30337	32,700	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00116	1FT7W2B66FEC40983	2015 FORD	COLLEGE PARK, GA 30337	37,645	01499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1646		121	301		
00117	2C3DXAT0EH358614	2014 DODGE	COLLEGE PARK, GA 30337	26,451	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00118	6G3NS5U26EL945066	2014 CHEV	COLLEGE PARK, GA 30337	36,250	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00119	6G3NS5U29EL950519	2014 CHEV	COLLEGE PARK, GA 30337	25,690	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00120	6G3NS5U22EL952418	2014 CHEV	COLLEGE PARK, GA 30337	25,690	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00121	6G3NS5U2XEL950366	2014 CHEV	COLLEGE PARK, GA 30337	25,690	7911
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00122	6G3NS5U26EL952339	2014 CHEV	COLLEGE PARK, GA 30337	25,690	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		81	269		
00123	3C7WRMCL0FG502706	2015 DODGE	COLLEGE PARK, GA 30337	86,362	21499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1729		122	455		
00124	1FM5K7B83GGC50289	2016 FORD	COLLEGE PARK, GA 30337	31,050	7398
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
834		102	308		
00125	3C7WRKBL1FG602111	2015 DODGE	COLLEGE PARK, GA 30337	101,568	7909
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		80	250		
00126	1FMJU1FT9GEF38009	2016 FORD	COLLEGE PARK, GA 30337	40,000	7909
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		64	125		
00127	1M2AV04CXGM014609	2016 MACK	COLLEGE PARK, GA 30337	252,200	31499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		235	1352		
00128	1M2AV04C8GM14608	2016 MACK	COLLEGE PARK, GA 30337	252,200	31499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		235	1352		
00129	1FMJU1FT2GEF53774	2016 FORD	COLLEGE PARK, GA 30337	42,932	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		121	355		
00130	2C3CDXAT7GH231300	2016 DODGE	COLLEGE PARK, GA 30337	40,670	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		121	355		
00131	1FVACWDT1HHHK6957	2017 FREIGHTLINER	COLLEGE PARK, GA 30337	237,127	31499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		238	1346		

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Auto Nbr	VIN	Description	Garaging	Cost New	Class
00132	1FMJU1FT0GEF53773	2016 FORD	COLLEGE PARK, GA 30337	42,932	7912
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2056		198		464	
00133	2FABP71W77X147175	2007 FORD	COLLEGE PARK, GA 30337	25,500	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		51		135	
00134	2FABP7BV3BX100691	2011 FORD	COLLEGE PARK, GA 30337	27,260	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		68		192	
00135	2FABP7BV8BX100721	2011 FORD	COLLEGE PARK, GA 30337	27,260	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		68		192	
00136	2FABP7BV5BX152713	2011 FORD	COLLEGE PARK, GA 30337	27,260	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		68		192	
00137	2FABP7BV7AX100496	2010 FORD	COLLEGE PARK, GA 30337	27,260	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		63		173	
00138	2T2GA31U04C003583	2004 LEXUS	COLLEGE PARK, GA 30337	35,025	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		51		135	
00139	2C3CDXAT3HH650844	2017 DODGE	COLLEGE PARK, GA 30337	34,790	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		107		327	
00140	1C4RDHFG4JC329461	2018 DODGE	COLLEGE PARK, GA 30337	29,995	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00141	2FABP74W4WX121837	1998 FORD	COLLEGE PARK, GA 30337	22,835	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		40		128	
00142	1FDBF2A61JEB31802	2018 FORD	COLLEGE PARK, GA 30337	32,525	21499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1729		114		282	

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 Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00143	3FA6P0G70HR358144	2017 FORD	COLLEGE PARK, GA 30337	17,345	01499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1646		108		255	
00144	1HTZZAAR0DJ196136	2013 AERIAL	COLLEGE PARK, GA 30337	188,824	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		164		738	
00145	1HTWHAAT0DH405352	2013 INTN'L	COLLEGE PARK, GA 30337	188,824	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		164		738	
00146	2FABP7BV8AX142417	2010 FORD	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		56		173	
00147	1FBZX2ZM0GKB52593	2016 FORD	COLLEGE PARK, GA 30337	29,905	7912
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2056		164		321	
00148	JNKAY01E97M302198	2007 INFINITY	COLLEGE PARK, GA 30337	27,500	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		46		135	
00149	2C3CDXAT3JH262373	2018 DODGE	COLLEGE PARK, GA 30337	26,088	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00150	1FM5K8AR3JGB34422	2018 FORD	COLLEGE PARK, GA 30337	35,282	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00151	1FM5K8AT6JGB12670	2018 FORD	COLLEGE PARK, GA 30337	38,949	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00152	1FTEW1C52JFC65650	2018 FORD	COLLEGE PARK, GA 30337	34,318	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00153	1FM5K8AR1JGB34421	2018 FORD	COLLEGE PARK, GA 30337	35,282	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00154	1FM5K8AT6JGB12669	2018 FORD	COLLEGE PARK, GA 30337	38,949	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			
00155	1FM5K8AR5JGB34423	2018 FORD	COLLEGE PARK, GA 30337	35,282	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			
00156	1FT8W3A67KEC90104	2019 FORD	COLLEGE PARK, GA 30337	26,795	21499
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 153	COMP COLL			
	1729	114 282			
00157	1FDWF7DE4JDF04094	2018 FORD	COLLEGE PARK, GA 30337	86,835	31499
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 153	COMP COLL			
	1982	152 568			
00158	1FTEW1CB8JFE78253	2018 FORD	COLLEGE PARK, GA 30337	25,718	01499
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 153	COMP COLL			
	1646	152 376			
00159	1FVHCYFEXLHLT3019	2019 FREIGHTLINER	COLLEGE PARK, GA 30337	179,851	21499
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 153	COMP COLL			
	1729	212 1084			
00160	6G3NS5U26EL950493	2014 CHEVROLET	COLLEGE PARK, GA 30337	30,000	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	81 269			
00161	1FAHP2MK1KG115244	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			
00162	1FAHP2MK3KG115245	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			
00163	1FAHP2MK2KG115236	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			
00164	1FAHP2MK8KG115239	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
	\$10000	\$1000	\$1000		
	DED UM	DED DED			
	LIAB 224	COMP COLL			
	959	102 366			

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00165	1FAHP2MK4KG115240	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
\$10000		\$1000		\$1000	
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		102	366		
00166	1FAHP2MK6KG115241	2019 FORD	COLLEGE PARK, GA 30337	33,702	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		102	366		
00167	4PIBAAFF4KA020649	2019 PIERCE	COLLEGE PARK, GA 30337	650,000	7909
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1322		328	1855		
00168	1FTEW1CB6KFD15179	2019 FORD	COLLEGE PARK, GA 30337	27,000	03499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2140		167	414		
00169	1FT8W3B61KEG08037	2019 FORD	COLLEGE PARK, GA 30337	31,700	23499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2305		129	320		
00170	1FTEW1CB2LFA28486	2020 FORD	COLLEGE PARK, GA 30337	26,997	03499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2140		167	414		
00171	1FVACXFC6LHLB2884	2020 FREIGHTLINER	COLLEGE PARK, GA 30337	248,943	31499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
1982		258	1479		
00172	1FBSS31L81HB04739	2001 FORD	COLLEGE PARK, GA 30337	24,201	03499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	153	COMP	COLL		
2140		67	126		
00173	2G1WF55KX29194182	2002 CHEVROLET	COLLEGE PARK, GA 30337	10,000	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		27	107		
00174	2FAFP71V38X154939	2008 FORD	COLLEGE PARK, GA 30337	26,934	7911
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB	224	COMP	COLL		
959		46	135		
00175	1DSB111F3K1703907	2019 DITCH	COLLEGE PARK, GA 30337	2,435	68499
\$10000		\$1000	\$1000		
DED	UM	DED	DED		
LIAB		COMP	COLL		
162		22	33		

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00176	1FTEX1CB2LFB20422	2020 FORD	COLLEGE PARK, GA 30337	25,045	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		167		414	
00177	4P1BCAFF9JA019120	2018 PIERCE	COLLEGE PARK, GA 30337	650,000	7909
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1322		328		1855	
00178	4HDLS0813YD002833	2000 TOW PRO	COLLEGE PARK, GA 30337	700	68499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB		COMP		COLL	
162		11		13	
00179	4HDLS08141D005035	2001 TOW PRO	COLLEGE PARK, GA 30337	795	68499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB		COMP		COLL	
162		11		13	
00180	4127	2009 ALLIANZ MADVAC	COLLEGE PARK, GA 30337	60,000	7996
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COLL			
1469		149			
00181	473271928X1101191	1999 CRONNKHITE	COLLEGE PARK, GA 30337	19,500	68499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB		COMP		COLL	
162		26		48	
00182	1FTFX1E57JFE78267	2018 FORD	COLLEGE PARK, GA 30337	28,551	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		167		414	
00183	1FTEX1E83HFA88492	2017 FORD	COLLEGE PARK, GA 30337	24,707	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		128		300	
00184	1FT7W2B68KED39945	2019 FORD	COLLEGE PARK, GA 30337	25,104	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		167		414	
00185	1FVHC5CV59HAM2667	2009 FREIGHTLINER	COLLEGE PARK, GA 30337	54,250	40499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
3962		96		228	
00186	1FTEX1CB9JFE78260	2018 FORD	COLLEGE PARK, GA 30337	25,840	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		167		414	

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00187	1FAHP2MK6KG115240	2019 FORD	COLLEGE PARK, GA 30337	36,502	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		102		366	
00188	1FAHP2MK9HG145911	2017 FORD	COLLEGE PARK, GA 30337	23,791	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		85		311	
00189	1FTEX1CB5KKD50395	2019 FORD	COLLEGE PARK, GA 30337	26,421	7912
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2056		182		356	
00190	1FTMF1C80HFA27490	2017 FORD	COLLEGE PARK, GA 30337	19,918	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		118		281	
00191	1FBAX2CGXHKA34973	2017 FORD	COLLEGE PARK, GA 30337	36,060	03499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
2140		158		393	
00192	4P1CA01H28A008130	2008 PIERCE	COLLEGE PARK, GA 30337	675,195	7909
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1322		169		771	
00193	3FDXF75N8MA01525	1999 FORD	COLLEGE PARK, GA 30337	104,849	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		81		262	
00194	1FAFP5223YA255285	2000 FORD	COLLEGE PARK, GA 30337	15,704	7398
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
834		39		121	
00195	1FVHBK62HJ60348	2001 F-LINER	COLLEGE PARK, GA 30337	88,050	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		76		228	
00196	1HTMMAAN46H340917	2006 INTERNATIONAL	COLLEGE PARK, GA 30337	125,258	31499
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	153	COMP		COLL	
1982		88		310	
00197	2FABP7BV1BX144172	2011 FORD	COLLEGE PARK, GA 30337	23,123	7911
\$10000		\$1000		\$1000	
DED	UM	DED		DED	
LIAB	224	COMP		COLL	
959		54		183	

Prepared for: City of College Park
Customer Number: 494278 Account Number: 5292230
Submit Group: 848683 Proposal Number: 751201

Schedule of Covered Autos

Auto Nbr	VIN	Description	Garaging	Cost New	Class
00198	2C3CDXAT5JH262374	2018 DODGE	COLLEGE PARK, GA 30337	26,088	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		102			
		366			
00199	1FTSS34L9YHA69405	2000 FORD	COLLEGE PARK, GA 30337	33,000	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		46			
		135			
00200	2FABP7BV8BX100699	2011 FORD	COLLEGE PARK, GA 30337	23,123	7911
\$10000		\$1000			
DED	UM	DED			
LIAB	224	COMP			
959		54			
		183			
00201	1FMEU63EX8UA53602	2007 FORD	COLLEGE PARK, GA 30337	18,371	03499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
2140		63			
		118			
00202	1FVACXFC9LHLB6301	2020 FREIGHTLINER	COLLEGE PARK, GA 30337	216,522	33499
\$10000		\$1000			
DED	UM	DED			
LIAB	153	COMP			
2612		269			
		1469			

Reasons to Choose Liberty Mutual Insurance



Prepared for:
City of College Park

A Commercial Property Insurance and Risk Management Proposal For:

City of College Park
3667 MAIN STREET
College Park, Georgia 30337

Policy Period:

June 1, 2020 to
June 1, 2021 at 12:01 A.M. Standard time at above mailing address

This Proposal Expires on the Effective Date

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Reasons for Choosing Liberty Mutual Insurance

Financial Strength and Stability

As the third-largest property and casualty insurer in the United States, Liberty Mutual Insurance offers a broad and competitive array of multinational insurance products and services. With 100 yrs experience, we have a unique understanding of our customers' needs. Our commitment to responsibility, combined with our promise to deliver quality products at a fair price, makes us a financially strong and innovative member of the Fortune 100.

- Nearly two-thirds of the companies on the Fortune 100 list are insured by Liberty Mutual Insurance.
- We rank 81st on the Fortune 100 list of largest corporations in the United States based on 2012 revenue. As of December 2012, we had \$36 billion in annual consolidated revenue, \$18 billion in policyholder equity, and \$120 billion in consolidated assets.

Broad and Flexible Coverage

We offer a broad and flexible range of multinational products that can be tailored based on the size of your company, your industry, and your unique risk profile. Offering flexible terms and conditions, proprietary forms on admitted paper, and key industry endorsements, you'll get high quality customized coverage including:

- Property
- Business Interruption
- Extra Expense
- Equipment Breakdown

Reasons for Choosing Liberty Mutual Insurance (continued)

Loss Prevention to Stop Losses Before they Happen

With one of the most experienced teams in the industry, our property risk engineers can help you identify exposures, quantify the potential cost, and recommend practical solutions. Our services include:

- Property loss control visits and consultations for new construction and sprinkler system plan review, hot work and human element programs or other proprietary issues in your operation
- A 24/7 impairment system that lets you report impairments to your automatic fire protection systems via phone, fax or the web (we even follow up within 24 hours and continue to do so until they are back on line)
- Customer training at the Property Loss Control Institute and state-of-the-art fire laboratory in Wausau, WI
- Flood and wind hazard analysis
- Loss control, business interruption and disaster preparedness workshops
- Account coordination and field service management
- Risk Management Guides that outline best practices on how to handle common exposures in easy-to-understand terms
- Boiler and machinery jurisdictional and loss prevention inspections

Reasons for Choosing Liberty Mutual Insurance (continued)

High Expectations and Service Standards

From claims and loss prevention to customer support, we strive to be easy to work with. That's why we have clear service standards and high expectations of our staff. Our service standards include:

- Phone calls returned within 24 hours
- Emails returned within 48 hours
- Policies and endorsements issued in time frames few competitors can match
- Loss prevention surveys performed within the first six months of the policy cycle
- Contact from us within 24 hours of a reported loss
- Claims paid within seven days of settlement

Delivering Better Claims Outcomes

Our in house adjusters are true property specialists and are aligned to help us improve outcomes. Located across the country, our adjusters can get to your site quickly and will provide a superior start-to-finish claims experience. In fact, 98% of our customers surveyed after a loss said they would recommend our claims service.



About This Proposal

This proposal features the Risk Management (RM) Select policy and is customized to fit your business needs. RM Select combines coverage for property damage, business interruption and extra expense into one form, making it easier for you to manage your insurance program.

Also included in this proposal is a draft policy to help you make an informed decision regarding your commercial property insurance needs. This draft policy, however, is for informational purposes only, and does not alter, amend, modify, replace or supersede any of our dealings, agreements or arrangements to date, including any binders or policies of insurance that have been issued (or may be issued in the future).

In addition, this draft policy may not include all of the endorsements that would be part of the actual policy, including various state amendatory endorsements.

Please consult any actual binder(s) or policy(ies) of insurance with respect to your coverage.

Thank you for considering Commercial Insurance Property for your commercial property insurance needs.

Sincerely,

Commercial Insurance Property



POLICY PROVISIONS

Please refer to the policy forms, terms and conditions for actual language

Insuring Agreement	<p>Subject to all the terms and conditions of the policy, we will pay for risks of direct physical loss or damage to covered property as a result of an occurrence, unless excluded.</p> <p>If the policy provides Equipment Breakdown coverage then subject to all the terms and conditions of the policy, we will pay for direct physical loss or damage to covered property as a result of an accident to an object, unless excluded.</p> <p>The attached draft policy consists of the forms and endorsements shown on the POLICY INDEX, Form RM0003, and any endorsements attached to the policy. Insurance is provided at those locations and for those coverages and limits of liability shown on the Schedule of the DECLARATIONS. Extensions of coverage, sublimits of liability and deductibles are also listed on this form. Endorsements may contain separate terms, conditions, deductibles and limits or sublimits of liability.</p>
Coverages	<p>Coverages are provided in accordance with the terms and conditions outlined in the attached draft policy. Terms that apply only to individual coverage forms are set forth in those forms.</p>
Valuation	<p>Coverage is provided on a replacement cost basis for real property, personal property, personal property of others and equipment breakdown except as indicated on VALUATIONS, Form RM1005, or any other forms or endorsements attached to the policy.</p>
Limit(s) of Liability	<p>As provided herein (unless otherwise limited or excluded). We will not pay more than the applicable limit of liability shown on the Schedule of the DECLARATIONS for any one (1) occurrence or any one (1) accident covered by the policy, nor will we pay for more than your interest in the lost or damaged property.</p>
Policy Territory	<p>Within the continental United States of America, Hawaii and Puerto Rico</p>
Cancellation	<p>60 days Notice of Cancellation except 10 days for nonpayment of premium (unless otherwise provided in any endorsement to this policy, including any applicable state amendatory endorsements).</p>
Issuing Company	<p>Liberty Mutual Fire Insurance Company</p>



BASIC COVERAGES
Limits of Liability are per occurrence unless otherwise stated



College Park
Proposal Dec Schedul



ENDORSEMENTS (OTHER THAN EQUIPMENT BREAKDOWN, VALUATION AND STANDARD POLICY PROVISIONS)

Limits of Liability are per occurrence unless otherwise stated

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability/Form Fill-in(s) (if required by form)
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RM1110	INTERRUPTION OF SERVICES COVERAGE EXTENSION	
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We will pay for physical loss or damage to covered property, loss of business income and extra expense resulting from an interruption of the electrical, heating, air conditioning, refrigeration, telecommunication, steam, water, sewer or fuel service to a covered location, but only if the interruption of services results:

- a) From physical damage by a peril insured against;
- b) Away from covered location;
- c) To the following that directly supply service to the covered location(s) and are either owned, managed or controlled by a company with a contract to supply these services to covered location(s) or are located within (1) mile of the covered location(s):

- Any electric generating plant, substation, power switching station, transformer, gas compressor station, telephone switching facility, water or sewer treatment plant or other plant or facility responsible for generating and supplying the services specified above;
- Transmissions and distribution lines, connections or supply pipes which furnish electricity, steam, gas, refrigeration, telecommunication, water or sewer to a covered location (other than overhead transmission and distribution lines);

Coverage applies only to the locations and/or coverages specified below and is subject to the stated limit of liability.

- Covered Location(s):
- All Covered Locations \$50,000

RM1104	MOBILE EQUIPMENT OR TOOLS EXTENSION	
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We will not pay more than:

Your Mobile Equipment or Tools



ENDORSEMENTS (OTHER THAN EQUIPMENT BREAKDOWN, VALUATION AND STANDARD POLICY PROVISIONS)

Limits of Liability are per occurrence unless otherwise stated

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability/Form Fill-in(s) (if required by form)
	<ul style="list-style-type: none"> Per schedule of mobile equipment and tools on file with us 	
	<ul style="list-style-type: none"> on any one (1) item or piece of newly acquired mobile equipment or tools you own; 	\$50,000
	<ul style="list-style-type: none"> on any one (1) item or piece of mobile equipment or tools leased or rented by you. 	\$1,156,120
	<ul style="list-style-type: none"> The most we will pay in any one occurrence: 	\$1,538,198

Covered loss to mobile equipment or tools provided by this endorsement will be valued at the time and place of loss at Actual Cash Value



EXTENSIONS OF COVERAGE

Limits of Liability are per occurrence unless otherwise stated

Standard Extensions of Coverage

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
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The sublimits of liability, rewards or other amounts payable under these standard extensions of coverage do not increase and are not in addition to any other applicable limit of liability

RM1002	Accounts Receivable	\$100,000
RM1002	Arson Reward	\$25,000
RM1002	Computer Virus and Denial of Access	\$25,000
RM1002	Debris Removal Expense	\$250,000 except \$25,000 for expenses to remove from a covered location, windblown debris of property not covered by the policy
RM1002	Deferred Payments	\$25,000
RM1002	Duty to Defend	Included
RM1002	Extended Period of Restoration	Sixty (60) consecutive days
RM1002	Fire Department Charges	Included
RM1119	Fine Arts (STANDARD EXTENSIONS AMENDATORY)	\$700,000
RM1002	Fungus Cleanup Expense	Applicable limit of liability except \$250,000 for the costs and expenses outlined in 10.a. (1) - 3 of the endorsement if fungus results from a covered loss due to a peril insured against other than fire or lightning.
RM1002	Installation of Personal Property or Personal Property of Others	\$250,000
RM1002	Lock and Key Replacement	\$25,000
RM1002	Personal Property of Employees	Included
RM1002	Plants, Trees or Shrubs	\$100,000
RM1002	Pollution Cleanup Expense	



EXTENSIONS OF COVERAGE

Limits of Liability are per occurrence unless otherwise stated

Standard Extensions of Coverage

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
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The sublimits of liability, rewards or other amounts payable under these standard extensions of coverage do not increase and are not in addition to any other applicable limit of liability

<ul style="list-style-type: none"> • Expenses to remove pollutants from covered property at a covered location, if the pollution results from a specified peril • Expenses to remove pollutants from covered property at a covered location, if the pollution results from a peril insured against other than a specified peril • Expenses to remove pollutants from land, soil, surface or ground water upon, within, beneath or comprising a covered location; or for testing performed in the course of extracting the pollutants from covered locations if pollution results from a peril insured against 	<p>Applicable Limit of Liability</p> <p>\$25,000 annual aggregate</p> <p>\$25,000 annual aggregate</p>	
RM1002	Professional Fees	\$25,000
RM1002	Removal	Ninety (90) days



EXTENSIONS OF COVERAGE

Limits of Liability are per occurrence unless otherwise stated

Optional Extensions of Coverage

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
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The sublimits or amounts payable under these optional extensions of coverage do not increase and are not in addition to any other applicable limit of liability. These sublimits are the most we will pay for any loss covered by these Optional Extensions of Coverage.

If a sublimit is shown below for miscellaneous locations, new locations and/or unscheduled locations, coverage may be limited or excluded elsewhere in this proposal. For these location types, the most we will pay for any loss or damage will be the lesser of (a) the sublimit shown below or (b) the sublimit shown on any individual coverage form or endorsement.

RM1002	Course of Construction	\$100,000
RM1002	Demolition Cost, Increased Construction Cost and Operation of Building Laws	
	<ul style="list-style-type: none"> • Demolition Cost • Increased Construction Cost • Operation of Building Laws 	\$500,000 INCLUDED IN DEMOLITION COST INCLUDED IN DEMOLITION COST
RM1002	Errors and Omissions	NO COVERAGE
RM1002	Exhibitions, Expositions, Fairs or Trade Shows	\$100,000
RM1002	Miscellaneous Location(s) – Miscellaneous Locations are insured for coverages marked with an "X" in B. Coverages of the DECLARATIONS, Form RM1000 and coverages provided by endorsement.	\$50,000 at each miscellaneous location
RM1002	New Location(s) – New Locations are insured for coverages marked with an "X" in B. Coverages of the DECLARATIONS, Form RM1000 and coverages provided by endorsement for the period of time specified in E.4.h of the DECLARATIONS, Form RM1000.	\$1,000,000 at each new location for up to sixty (60) consecutive days from the date such new location(s) is first purchased or rented, whichever is less
RM1002	Salespeople – Your covered personal property in the custody of salespeople	NO COVERAGE
RM1002	Transit – Your covered personal property while in transit	\$50,000
RM1002	Unscheduled Location(s) – Unscheduled Locations are insured for coverages marked with an "X" in B. Coverages of the DECLARATIONS, Form RM1000 and coverages provided by endorsement.	NO COVERAGE





EXTENSIONS OF COVERAGE

Limits of Liability are per occurrence unless otherwise stated

Equipment Breakdown Extensions of Coverage

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
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The sublimits of liability, rewards or other amounts payable under these standard extensions of coverage do not increase and are not in addition to any other applicable limit of liability

RM1250	EQUIPMENT BREAKDOWN EXTENSIONS OF COVERAGE
--------	--

These extensions of coverage do not increase the limit of liability under this coverage.

- | | | |
|---|-------------------------------|-----------|
| • | Expediting Expenses Coverage | \$250,000 |
| • | Hazardous Substances Coverage | \$250,000 |
| • | Perishable Goods Coverage | \$250,000 |
| • | Data Restoration | \$250,000 |
| • | Water Damage Coverage | Included |
| • | CFC Refrigerants | Included |



**NATURAL CATASTROPHES (EARTH MOVEMENT, EARTH MOVEMENT
SPRINKLER LEAKAGE, FLOOD, NAMED STORM, WIND, HAIL)**

Limits of Liability are per occurrence unless otherwise stated

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
RM1106	EARTH MOVEMENT COVERAGE	
	Any covered property situated in or at any location covered by the following forms and/or endorsements:	
	• Form RM1002, Course of Construction	NO COVERAGE
	• Form RM1002, Exhibitions, Expositions, Fairs or Trade Shows	NO COVERAGE
	• Form RM1110, Interruption of Services Coverage Extension	NO COVERAGE
	• Form RM1002, Miscellaneous Locations	NO COVERAGE
	• Form RM1002, New Locations	NO COVERAGE
	Any covered property at any location in the State(s) or Countries or at a location(s) specified below:	
	Alaska	NO COVERAGE
	California	
	Hawaii	
	Nevada	
	Puerto Rico	
	Any covered property at any location situated in or at the area(s) defined in this policy as:	
	New Madrid	NO COVERAGE
	Puget Sound	
	Any covered property situated in or at any other location(s) not specified above:	\$5,000,000 per occurrence \$5,000,000 annual aggregate
	The most we will pay for all Earth Movement losses during any policy year is:	\$5,000,000 annual aggregate
RM1108	FLOOD COVERAGE	



**NATURAL CATASTROPHES (EARTH MOVEMENT, EARTH MOVEMENT
SPRINKLER LEAKAGE, FLOOD, NAMED STORM, WIND, HAIL)**

Limits of Liability are per occurrence unless otherwise stated

Form #	Endorsement Name and Form Fill-In(s)	Limit of Liability and/or Form Fill-in(s) (if required by form)
	<p>Unless a different limit of liability applies for any reason (including any limits of liability listed below), this is the limit of liability for all direct physical loss or damage to covered property caused by flood (including any resulting loss of business income or extra expense if those coverages are provided in B. Coverages of DECLARATIONS, Form RM1000):</p> <p>Any covered property at any location(s) specified below or covered by the following form(s) and/or endorsement(s):</p>	<p>\$5,000,000 per occurrence \$5,000,000 annual aggregate</p>
37.1	1641 Columbia Ave College Park GA 30337	<p>\$14,000,000 per occurrence \$14,000,000 annual aggregate</p>
	<p>The most we will pay for all Flood losses during any policy year is:</p> <p>This endorsement does not apply to, and no flood coverage is provided for, any covered property situated in or at the following state(s); countries or location(s), or covered under any of the following form(s) and/or endorsement(s):</p>	<p>\$14,000,000 annual aggregate</p>
35.1	2901 Camp Creek Pkwy College Park College Park GA 30337	
	<p>Form RM1002, Course of Construction Form RM1002, Exhibitions, Expositions, Fairs or Trade Shows Form RM1002, Miscellaneous Locations Form RM1002, New Locations Form RM1110, Interruption of Services Coverage Extension</p>	

**TERRORISM (TRIA)**

This proposal includes an offering for Terrorism Coverage for both Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) and Non-Certified Acts of Terrorism.

You can elect to:

- Accept coverage at the indicated premium as stated in this Proposal, or
- Elect to reject the offerings of Terrorism coverage as described.

If you elect to reject this coverage, then the exclusions for both Certified Acts of Terrorism (as defined by the Terrorism Risk Insurance Act) and Non-Certified Acts of Terrorism exclusion will apply, with the form specified below replaced by Form RM1143R1

Please refer to the Policyholder Disclosure Notice - NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD at the end of this proposal and kindly return the signed Terrorism election form to:

KIRSTEN DYER
13830 BALLANTYNE CORPORATE PLACE
STE 100
CHARLOTTE, NC28277

RM1144R1 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM



DEDUCTIBLES

Deductibles are per occurrence unless otherwise stated

Form #	Description of Coverage	Amount of Deductible
	Any covered property at any location(s) specified below or covered by the following form(s) and/or endorsement(s):	
	37.1 1641 Columbia Ave College Park GA 30337	\$100,000
RM1110	INTERRUPTION OF SERVICES COVERAGE EXTENSION	
	Waiting Period	
	<ul style="list-style-type: none"> • Equipment Breakdown • All Coverages Except Equipment Breakdown 	<p>twenty-four (24) hours</p> <p>twenty-four (24) hours</p>
	Deductible	
	If the interruption of service exceeds the waiting period specified above, the following deductibles apply to any loss covered under this endorsement:	
	Equipment Breakdown	
	Loss of business income, Extra Expense and Perishable Goods	As specified for Equipment Breakdown loss of business income, extra expense and perishable goods in the deductible section of this proposal.
	All Coverages Except Equipment Breakdown	
	* Dollar Amount Deductible	\$10,000
	* If a separate Time Deductible is shown below, the foregoing dollar amount deductible does not apply to the loss of business income or extra expense portion of the loss covered under this endorsement (which will be subject to the following Time Deductible).	
	Time Deductible	Not Applicable
RM1104	MOBILE EQUIPMENT OR TOOLS EXTENSION	\$1,000
	Newly Acquired Mobile Equipment or Tools	\$1,000
	Leased or Rented Mobile Equipment or Tools	\$1,000



DEDUCTIBLES

Deductibles are per occurrence unless otherwise stated

Form #	Description of Coverage	Amount of Deductible
RM1115	<p>Wind Associated With a Named Storm</p> <p>A. All loss or damage to covered property caused by or resulting from wind associated with a Named Storm will be subject to the deductible obtained by adding up all of the following with respect to the deductible factors/amounts listed in Paragraph C. below:</p> <ol style="list-style-type: none"> 1. The sum of all applicable percentage deductible factors, calculated as described in Paragraph B. below, subject to any applicable minimums or maximums; and 2. Any applicable flat deductible amounts <p>B. To determine the amount to be used in Paragraph A. for any percentage deductible factors provided in Paragraph C., multiply the applicable percentage shown by:</p> <ol style="list-style-type: none"> 1. The total reported values on file with us for the covered property at the corresponding location(s) (including sub-locations) where the loss occurred; plus 2. The full annual loss of business income value which you would have earned for the corresponding location (including sub-locations) where the loss occurred in the twelve (12) month period following the loss had no loss occurred. <p>C. The following are the deductible factors/amounts to be used for purposes of calculating the wind associated with a Named Storm deductible. If a location (including its sub locations) falls into two or more of the following categories, the category that more specifically identifies that location will be the only one that applies to that location for purposes of calculating its portion of the wind associated with a Named Storm deductible:</p> <p style="margin-left: 20px;">Categories (by Group(s), Region(s), State(s), County(ies), Location(s))</p>	<p>\$25,000</p> <p>2% subject to \$50,000 minimum</p> <p>5% subject to \$100,000 minimum</p>



DEDUCTIBLES

Deductibles are per occurrence unless otherwise stated

Form #	Description of Coverage	Amount of Deductible
	New York counties of Suffolk and Nassau	\$50,000
	D. The foregoing wind associated with a Named Storm deductible is a single deductible, even if multiple percentages, minimums or flat deductible factors/amounts apply.	



QUOTE STIPULATIONS

A properly executed Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

Liberty Mutual Fire Insurance Company reserves the right, but is not required, to inspect any location insured hereunder. This proposal is subject to favorable inspections and compliance with any recommendations made as a result of such inspections. We stress that inspections are not made for life safety, but for the sole purpose of our property underwriting. Not all hazards and conditions were evaluated. It is not to be inferred from our visits that all hazards and conditions are under control nor that the properties and operations are safe or healthful or are in compliance with laws, rules, or regulations.

All policy coverages, term, and conditions are subject to applicable State Amendatory Endorsements.

Liberty Mutual Fire Insurance Company is willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. Liberty Mutual Fire Insurance Company will not be bound or obligated by proposals, specifications, or requests prepared by any other party. Further, this coverage is not bound until expressly accepted, in writing, by a Commercial Insurance Property employee who is authorized to bind these coverages for Liberty Mutual Fire Insurance Company at these values and locations. Finally, this document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.



TOTAL INSURABLE VALUES

Real Property	\$99,979,049
Personal Property	\$9,452,734
Loss of Business Income/Rents	\$4,820,236
Total Insurable Values for Premium Computation	\$114,252,019

The attached Statement of Values provides a breakdown of the locations and values submitted to us.



College Park SOV.xlsx

PREMIUMS

• Property Premium Including Equipment Breakdown (Excluding premium for "certified acts of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended)	\$141,022
• Premium for "certified acts of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended	\$3,207
• State or Municipal Taxes, Surcharges and Other Miscellaneous Charges	\$0
• Total Premium/Other Charges for Above Policy Period	\$144,229
• The Deposit Premium/Other Charges is:	\$144,229

Premium will be billed: Annually

NOTE: The premiums shown for Surcharges, Assessments and Taxes are estimates only and are subject to adjustment. Final numbers will be reflected on the actual policy.



DISCLOSURE TO CALIFORNIA POLICYHOLDERS

Calculation of Premium Refund When Policy Cancelled by Policyholder

If you cancel your policy prior to its expiration, final premium will be more than pro rata in accordance with the terms of your policy. The final premium will be calculated based on the premium earned for the days the policy was in force, increased by the applicable factor shown on the attached short rate cancellation table for Workers Compensation. For all other lines of business, return premium is 90% of pro rata. The final premium will not be less than the minimum premium shown on the Information Page, if any.



April 9, 2020

City of College Park

YU2-Z51-292230-040

Effective: June 1, 2020

POLICYHOLDER DISCLOSURE

NOTICE OF OFFER TO PURCHASE TERRORISM INSURANCE FOR POLICY PERIOD

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

In accordance with the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Terrorism Coverage Election Form following this Policyholder Disclosure Notice.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from a "certified act of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such an act exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share equals 80% and the Program Trigger is \$200,000,000.



**MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM"
AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



How the act affects your policy and what you must do

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism." The premium for terrorism coverage is shown below. Coverage for losses from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism."

Please indicate on the Terrorism coverage election form shown below, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

TERRORISM COVERAGE ELECTION FORM

City of College Park

YU2-Z51-292230-040

Effective: June 1, 2020

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

_____ I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$3,207.

_____ I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism." Even if I decline coverage for "certified acts of terrorism," I acknowledge that some states require this policy to provide certain coverage for fire losses that result from an act of terrorism and the premium attributable to that required coverage cannot be rejected. As a result, if this policy provides coverage in any of those states, a rejection of this offer will not result in a reduction in premium by the full amount disclosed above.

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your Liberty Mutual representative.



DRAFT POLICY DISCLAIMER

THE DRAFT POLICY IS NEITHER A CONTRACT NOR AN ACTUAL POLICY OF INSURANCE.

THE DRAFT POLICY WAS CREATED AND DISTRIBUTED TO YOU SOLELY FOR INFORMATIONAL PURPOSES ONLY.

WE HAVE PROVIDED THIS DRAFT POLICY TO YOU BASED ON INFORMATION AVAILABLE TO DATE, WHICH MAY BE SUBJECT TO CHANGE.

THIS DRAFT POLICY DOES NOT ALTER, AMEND, MODIFY, REPLACE OR SUPERSEDE IN ANYWAY ANY OF OUR DEALINGS, AGREEMENTS OR ARRANGEMENTS TO DATE, INCLUDING ANY BINDERS OR POLICIES OF INSURANCE THAT HAVE BEEN ISSUED (OR MAY BE ISSUED IN THE FUTURE).

IF WE ISSUE AN ACTUAL POLICY OF INSURANCE YOU MUST LOOK TO AND RELY UPON THE FULL TERMS AND CONDITIONS OF THAT POLICY TO DETERMINE THE NATURE AND EXTENT OF COVERAGE.

YOUR ACTUAL POLICY CONTAINS SPECIFIC TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS.

IN CASE OF ANY CONFLICT, THE LANGUAGE OF YOUR ACTUAL POLICY WILL CONTROL THE RESOLUTION OF ALL COVERAGE QUESTIONS.

PLEASE READ YOUR ACTUAL POLICY OF INSURANCE CAREFULLY.



College Park
Draft.pdf



What special feels like.

AMERICAN SPECIALTY INSURANCE & RISK SERVICES, INC.
7609 W. Jefferson Boulevard, Suite 100, Fort Wayne, Indiana 46804
800.245.2744 | americanspecialty.com

PROPOSAL FOR INSURANCE

COMMERCIAL GENERAL LIABILITY

Proposal Date: 05/15/2020

First Named Insured and Mailing Address: City of College Park dba Georgia International Convention Center
2000 Convention Center Concourse
College Park, GA 30337

Insurer: Arch Insurance Company
(a member of Arch Insurance Group)
AM Best Company Number 003186 AM Best Rating A+ (Superior)
XV

Policy Period From: June 1, 2020 **To: June 1, 2021**
At 12:01 A.M. Standard Time at your mailing address shown above.

This proposal consists of the following coverage parts for which a premium is indicated.

Commercial General Liability Coverage Part		PREMIUM
		\$98,000.00
	Total Premium (excluding TRIA)	\$98,000.00
**Additional Premium - Federal Terrorism Risk Insurance Act Premium		\$882.00
Total General Liability Premium (including TRIA)		\$98,882.00
Total General Liability Premium including all Surcharges, Fees, Assessments		\$98,882.00
ANNUAL PREMIUM IS FLAT AND IS NOT SUBJECT TO AUDIT		

IMPORTANT - Additional Information Required

This proposal is subject to receipt, review and acceptance of information not provided to American Specialty with the original request for proposal. This information must be submitted to us prior to binding coverage. Information submitted must be sufficient to meet all subjectivities on this Arch Insurance Company proposal. This information may result in a change to the premium originally quoted and if so, a revised proposal will be issued.

By accepting this proposal, you are agreeing to provide the needed information noted prior to binding coverage and acknowledge that the failure to supply this information may result in the rescission of this proposal.

Completed/Signed 2020 Renewal Request Form

The premium(s) shown includes but is not limited to the following terms and conditions:

COMMERCIAL GENERAL LIABILITY Form CG 0001

LIMITS OF INSURANCE

\$5,000,000. Per Event	General Aggregate Limit (Other than Products-Completed Operations)
\$5,000,000.	Products-Completed Operations Aggregate Limit
\$1,000,000.	Personal and Advertising Injury Limit
\$1,000,000.	Each Occurrence Limit
\$1,000,000.	Damage To Premises Rented To You (Any One Premises)
Excluded	Medical Expense Limit (Any One Person)

**Higher limits of coverage may be available upon request*

The Following Coverage Modifications Apply*

\$50,000.	Crisis Management
Included	Certified Acts of Terrorism*

****These limits are included in and are not in addition to the limits shown for Each Occurrence and General Aggregate Limit on this policy.***

Additional Insured**Additional Insured - Designated Person or Organization**

CG 2026

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".

**LOCATION SCHEDULE**

Loc#	Bldg#	Address #1	Address #2	City	St	Zip
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

FORMS SCHEDULE

Form	Edition	Description
00M L006500	06/07	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
IL N001	09/03	Fraud Statement
05M L000200	12/14	Signature Page
FAI CSKLBUSFE	06/01	Schedule of Forms and Endorsements
IL 0017	11/98	Common Policy Conditions
IL 0021	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 0262	02/15	Georgia Changes - Cancellation and Nonrenewal
IL 0985	01/15	Disclosure Pursuant to Terrorism Risk Insurance Act
05S GL000100	10/16	Commercial General Liability Insurance Certificate Declarations
CG 0001	04/13	Commercial General Liability Coverage Form
CG 2026	04/13	Additional Insured - Designated Person or Organization
CG 2107	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited bodily Injury Exception Not Included
CG 2135	10/01	Exclusion - Coverage C - Medical Payments
CG 2144	04/17	Limitation of Coverage to Designated Premises or Project
CG 2147	12/07	Employment-Related Practices Exclusion
CG 2167	12/04	Fungi or Bacteria Exclusion
CG 2170	01/15	Cap on Losses From Certified Acts of Terrorism
CG 2407	01/96	Products/Completed Operations Hazard Redefined
00G L004500	12/03	Asbestos Exclusion
00G L017300	04/04	Lead Contamination Exclusion
00S GL001400	10/16	Changes in Other Insurance Condition
00S GL002100	10/16	Aggregate Limit Per Event
00S GL003100	10/16	Commercial General Liability Extension Endorsement
00S GL003500	10/16	Crisis Management Enhancement Endorsement
00S GL003600	10/16	Additional Limited Coverage - Attorneys' Fees and Litigation Associated with Claims Arising Out of Alleged Violations of the Americans with Disabilities Act of 1990 (ADA)
00S GL006300	10/16	Supplementary Payments for Child Recovery Expenses
00S GL006800	10/16	Purchasing Group Conversion Endorsement
00S GL011800	10/16	Construction Operations Limited Coverage

SPECIFIC FORM INFORMATION

00S GL011800 - Construction Operations Limited Coverage
Construction Operations - None

CG 2135 - Exclusion - Coverage C - Medical Payments
Description and Location of Premises or Classification or All - All

CG 2144 - Limitation of Coverage to Designated Premises or Project
Premises - Not Applicable
Project or Operation - Operations at Georgia International Convention Center:
2000 Convention Center Concourse, College Park, GA 30337
2330 Convention Center Concourse, College Park, GA 30337

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$ 882
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

City of College Park dba Georgia International
Convention Center

Named Insured

Policyholder/Legal Representative/Applicant's
Signature

Arch Insurance Company

Insurance Company

Print Name of Policyholder/Legal
Representative /Applicant

Policy Number:

Date:



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7609 W. Jefferson Boulevard, Suite 100, Fort Wayne, Indiana 46804
800.245.2744 | americanspecialty.com

PROPOSAL FOR INSURANCE

LIQUOR LIABILITY

Proposal Date: 05/15/2020

First Named Insured and Mailing Address: City of College Park dba Georgia International Convention Center
2000 Convention Center Concourse
College Park, GA 30337

Insurer: Arch Insurance Company
(a member of Arch Insurance Group)
AM Best Company Number 003186 AM Best Rating A+ (Superior)
XV

Policy Period From: June 1, 2020 **To: June 1, 2021**
At 12:01 A.M. Standard Time at your mailing address shown above.

This proposal consists of the following coverage parts for which a premium is indicated.

Liquor Liability Coverage Part		PREMIUM
		\$1,539.00
	Total Premium (excluding TRIA)	\$1,539.00
**Additional Premium - Federal Terrorism Risk Insurance Act Premium		\$6.00
Total Liquor Liability Premium (including TRIA)		\$1,545.00
Total Liquor Liability Premium including all Surcharges, Fees, Assessments		\$1,545.00
ANNUAL PREMIUM IS FLAT AND IS NOT SUBJECT TO AUDIT		

The premium(s) shown includes but is not limited to the following terms and conditions:

LIQUOR LIABILITY Form CG 0033

LIQUOR LIABILITY

\$1,000,000.	Each Common Cause Limit
\$2,000,000.	Aggregate Limit

The Following Coverage Modifications Apply*

Certified Acts of Terrorism*

**Additional Insured**

None

LOCATION SCHEDULE

Loc#	Bldg#	Address #1	Address #2	City	St	Zip
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

FORMS SCHEDULE

Form	Edition	Description
00M L006500	06/07	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
IL N001	09/03	Fraud Statement
05M L000200	12/14	Signature Page
FAI CSKLBUSFE	06/01	Schedule of Forms and Endorsements
IL 0017	11/98	Common Policy Conditions
IL 0021	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 0262	02/15	Georgia Changes - Cancellation and Nonrenewal
IL 0985	01/15	Disclosure Pursuant to Terrorism Risk Insurance Act
05S GL000200	10/16	Liquor Liability Member Certificate Declarations
CG 0033	04/13	Liquor Liability Coverage Form
CG 2170	01/15	Cap on Losses From Certified Acts of Terrorism
00S GL001600	10/16	Changes in Other Insurance Condition
00S GL006800	10/16	Purchasing Group Conversion Endorsement

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$ 6
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

<p>_____ Policyholder/Legal Representative/Applicant's Signature</p> <p>_____ Print Name of Policyholder/Legal Representative /Applicant</p> <p>_____ Date:</p>	<p>City of College Park dba Georgia International Convention Center</p> <p>_____ Named Insured</p> <p>Arch Insurance Company</p> <p>_____ Insurance Company</p> <p>_____ Policy Number:</p>
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7609 W. Jefferson Boulevard, Suite 100, Fort Wayne, Indiana 46804
800.245.2744 | americanspecialty.com

PROPOSAL FOR INSURANCE

COMMERCIAL EXCESS LIABILITY

Proposal Date: 05/15/2020

First Named Insured and Mailing Address: City of College Park dba Georgia International Convention Center
2000 Convention Center Concourse
College Park, GA 30337

Insurer: Arch Insurance Company
(a member of Arch Insurance Group)
AM Best Company Number 003186 AM Best Rating A+ (Superior)
XV

Policy Period From: June 1, 2020 **To: June 1, 2021**
At 12:01 A.M. Standard Time at your mailing address shown above.

This proposal consists of the following coverage parts for which a premium is indicated. The premium may be subject to adjustment.

ISO COMMERCIAL EXCESS LIABILITY COVERAGE FORM – CX 00 01

Commercial Excess Liability Coverage	PREMIUM \$25,941.00
TOTAL PREMIUM (excluding TRIA)	\$25,941.00
**Additional Premium - Federal Terrorism Risk Insurance Act Premium	\$1,297.00
TOTAL EXCESS LIABILITY PREMIUM (including TRIA)	\$27,238.00
Total Excess Liability Premium Including State Surcharges, Fees, Assessments	\$27,238.00
ANNUAL PREMIUM IS FLAT AND IS NOT SUBJECT TO AUDIT	

The premium(s) shown includes but is not limited to the following terms and conditions:

LIMITS OF INSURANCE

Each Occurrence Limit	\$	10,000,000.	
Aggregate Limit	\$	10,000,000.	Per Event
Other:	\$		

**Higher limits of coverage may be available upon request*

FORMS SCHEDULE

<u>Form</u>	<u>Edition</u>	<u>Description</u>
00M L006500	06/07	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
IL N001	09/03	Fraud Statement
05 SXS000200	10/16	Commercial Excess Liability Certificate Holder Declarations
05M L000200	12/14	Signature Page
FAI CSKLBUSFE	06/01	Schedule of Forms and Endorsements
IL 0017	11/98	Common Policy Conditions
IL 0985	01/15	Disclosure Pursuant to Terrorism Risk Insurance Act
CX 0001	04/13	Commercial Excess Liability Coverage Form
CX 0119	09/08	Georgia Changes
CX 2101	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CX 2130	01/15	Cap on Losses from Certified Acts of Terrorism
00 SXS000500	10/16	Amendment - Aggregate Limit of Insurance (Per Event)
00 SXS000700	10/16	Purchasing Group Conversion Endorsement

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$ 1,297
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

<p>_____ Policyholder/Legal Representative/Applicant's Signature</p> <p>_____ Print Name of Policyholder/Legal Representative /Applicant</p> <p>_____ Date:</p>	<p>City of College Park dba Georgia International Convention Center</p> <p>_____ Named Insured</p> <p>Arch Insurance Company</p> <p>_____ Insurance Company</p> <p>_____ Policy Number:</p>
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800.245.2744 | americanspecialty.com

DISCLAIMER

This proposal does not constitute a Binder of Coverage. It is a general reference only to the coverage(s) the insurance policy or policies would provide and is not intended to describe all of the various details pertaining to the insurance. This proposal does not rely upon broker or applicant specifications. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

This proposal is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this proposal is a renewal or replacement). In the event of such change in risk, American Specialty may in its sole discretion, whether or not this proposal has been already accepted by the Insured, modify and/or withdraw this proposal.

Please review this proposal prior to binding. The terms of this proposal do not represent contract terms. The policy is subject to, however not limited to all terms, conditions, and exclusions as noted.

Actual coverage(s) are detailed only in the policy of insurance. It is important that you consult the actual policy for definitions and limitations. Policy forms are available upon request for review prior to the binding of coverage(s).

Subject to the terms and conditions outlined herein and prior to the proposal expiration date, this proposal may be bound only by American Specialty Insurance & Risk Services, Inc. and then only in writing, after written acceptance of this proposal by the Insured or by the Insured's authorized representative. Retail broker does not have binding authority.

This proposal will remain in effect until 06/01/2020 unless accepted in writing prior to then or unless modified in writing by American Specialty Insurance & Risk Services, Inc. If we do not receive your response to this proposal by the date indicated, this account's file will be considered closed.

SPECIAL STATE REQUIRED NOTICES:

Notice to Residents of Georgia:

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO BIND COVERAGE

Please note that the retail broker does not have binding authority. Please request that American Specialty bind coverage as proposed by signing below and return this form to American Specialty Insurance & Risk Services, Inc.

Coverage can only be bound in accordance with the specific terms and conditions outlined in the proposal and its appendices, including all Disclaimers. No revisions to these documents are permitted. Requested revisions must be submitted to American Specialty under separate cover for consideration.

ANY REVISIONS MADE TO THESE DOCUMENTS WILL RENDER THE ACCEPTANCE SIGNATURE OF AMERICAN SPECIALTY, REPRESENTED BELOW, AS NULL AND VOID. COVERAGE IS EFFECTIVE THE DATE INDICATED OR THE DATE THIS FORM IS SIGNED, WHICHEVER IS LATER.

Please review this proposal for accuracy before binding. I acknowledge that I have no binding authority and that I have read and understand all the terms and conditions of this proposal for City of College Park dba Georgia International Convention Center and by my signature below accept all such terms, provisions, and conditions as documented therein and represent that I have the authority to accept all terms and conditions of this proposal on behalf of City of College Park dba Georgia International Convention Center.

I acknowledge that I have read the Special State Required Notice included in this proposal and understand that any person who knowingly and with intent to defraud any insurance company commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. I hereby confirm that I have read and understand the above notice.

**** Note: Important Information regarding TRIA (Terrorism Coverage):**

Terrorism coverage is an optional coverage. To bind this proposal of coverage, the Insured must sign and return the appropriate pages of this proposal and indicate their acceptance or rejection of terrorism coverage. If the Insured rejects coverage for certified acts of terrorism, please be aware that other acts of terrorism will also be excluded where allowed by state law.

**All certificates of insurance will be administered by American Specialty Insurance & Risk Services, Inc. and no authority is granted to the retail broker or any other entity to issue any certificate of insurance. If the retail broker issues a certificate of insurance or evidence of insurance it must be according to the terms of this proposal and the insurance policy. Any request to change, endorse or modify the terms of this proposal or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. American Specialty Insurance & Risk Services, inc. disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. American Specialty will provide copies of certificates or evidence of insurance issued by the retail broker to the respective insurance companies only if required by such insurance company. Be advised that the insurance company(ies) may or may not review and/or approve a certificate or evidence of insurance. If retail broker provides copies of certificates or evidence of insurance to American Specialty, American Specialty will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.*



I accept the coverage(s) as proposed above on behalf of City of College Park dba Georgia International Convention Center and authorize American Specialty to bind the following coverage(s):

- Commercial General Liability – \$98,000.
 Federal Terrorism Risk Insurance Act Premium – \$882.
 Purchasing Group Membership Fee – \$100.
- Liquor Liability – \$1,539.
 Federal Terrorism Risk Insurance Act Premium – \$6.
- Commercial Excess – \$25,941.
 Federal Terrorism Risk Insurance Act Premium – \$1,297.

IMPORTANT - Additional Information Required

This proposal is subject to receipt, review and acceptance of information not provided to American Specialty with the original request for proposal. This information must be submitted to us prior to binding coverage. Information submitted must be sufficient to meet all subjectivities on this Arch Insurance Company proposal. This information may result in a change to the premium originally quoted and if so, a revised proposal will be issued.

By accepting this proposal, you are agreeing to provide the needed information noted prior to binding coverage and acknowledge that the failure to supply this information may result in the rescission of this proposal.

Completed/Signed 2020 Renewal Request Form

I select the following Payment Plan (please choose one):

- Fixed Annual
 20% Down Payment + 4 Equal Monthly Installments (Premium Only, 100% of Taxes & Fees are Due with Down Payment)*
 20% Down Payment + 5 Equal Monthly Installments (Premium Only, 100% of Taxes & Fees are Due with Down Payment)*

****Available only if total account premium exceeds \$10,000. Down payment is due at inception. Installments are due one (1) consecutive month apart beginning one (1) month after inception. Other payment plans may be available.***

Please set billing up as: Agency Bill **OR** Direct Bill (please choose one)

Invoicing Contact: _____

E-Mail Address: _____

You agree to notify us of any change to this e-mail address.

If you have any questions, please contact your American Specialty Client Service Representative, Caleb Heckley, Client Services Representative.

In order to provide the Insured with more expeditious service we will be sending you the Insured's Policy(ies) electronically in PDF format, unless we hear from you to the contrary.

SIGN HERE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Note: *American Specialty Insurance & Risk Services, Inc. has no affiliation with North American Specialty Insurance Company.*

AMERICAN SPECIALTY SERVICE AND COMPENSATION DISCLOSURE

In order to provide a clear understanding of our services and potential sources of compensation, we are pleased to provide the following information.

American Specialty is dedicated to providing specialized insurance and risk management services for the sports and entertainment industry. We work with clients and/or their designated brokers or agents. When we work with an insured's designated broker or agent, we enter into a formal Broker/Agent Agreement that outlines our respective responsibilities.

The services we provide are outlined below. Such services are negotiated with each individual client and/or such client's designated broker or agent.

INSURANCE SERVICES - As an Underwriting Manager, we work for certain insurers and provide underwriting, policy service, claims management, and risk management services as authorized by such insurers. For these services, we receive a commission and may participate in underwriting profit. When we act in a brokerage capacity, we place business with select insurers and receive a commission from these insurers.

CLAIMS MANAGEMENT SERVICES - We act as Third Party Administrator for certain insurers as per agreed guidelines and receive compensation for services rendered. For self-insured retention or self-funded retention programs, our services and compensation are outlined in a Claims Services Agreement which we execute with clients. Any other claims services we provide, such as on-site claims management or claims audits for insurers or clients, are negotiated on an individual basis and memorialized in individual agreements.

RISK MANAGEMENT SERVICES - We provide specialized risk management services. Our services and compensation are outlined in individual agreements with our clients.

CRISIS MANAGEMENT SERVICES - We provide specialized crisis management services to assist our clients in assessing, developing, and testing their crisis plans. We also offer crisis phone services which provide our clients with the outsourced capability to manage communication demands in the aftermath of a crisis. Our services and compensation are outlined in individual agreements with our clients.

PREMIUM FINANCE - In the event that we arrange the financing of your insurance premium, we may also receive a fee from the premium finance company.

American Specialty and other parties also owned in whole or in part by Brown & Brown, Inc. (such as retail agents/brokers, excess and surplus lines brokers, wholesale brokers and reinsurance intermediaries), may receive compensation for their role in providing insurance products or services to American Specialty or our clients. This compensation may include payments which are not client-specific, such as payments based upon the performance and/or amount of business placed with an insurer. Whether such payments will be made by a particular insurer, or, if made, what the amount of any such payments will be, is generally not known until after the close of each underwriting year. Additionally, we and our affiliated companies may earn investment income on monies held in premium and/or claims accounts.

AMERICAN SPECIALTY SPORTS & ENTERTAINMENT PURCHASING GROUP MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is by and between American Specialty Sports & Entertainment Purchasing Group (“PG”) and City of College Park dba Georgia International Convention Center, the Member/Applicant. “Member” and/or “Applicant” shall mean the person submitting an application or request for liability insurance (“the Application”) or, if an entity, the entity listed on the Application, its owners, directors, officers, employees, volunteers, and committee members, as well as any companies that are parents of, subsidiaries of, owned by, related to, or affiliated with Applicant. By completing the Application for liability insurance, the Applicant agrees that they have also made application for membership in the PG. Applicant agrees to become a Member of PG and accept, abide by, and be bound by the terms and conditions of membership and understands that the PG is an entity that operates pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq) which is federal legislation adopted in 1986 that expanded the provisions of the Product Liability Risk Retention Act of 1981. The primary changes were an expansion of risk retention groups and purchasing groups to all types of liability insurance (except personal liability and workers' compensation) and expansion of authorized groups able to form purchasing groups and risk retention groups from only product manufacturers to almost all risks.

The Applicant further understands that only upon meeting the underwriting requirements imposed by the PG’s insurer, will the Applicant be eligible for membership in the American Specialty Sports & Entertainment Purchasing Group.

MEMBERSHIP FEE

The Membership Fee (“Fee”) charged to each Member may vary from Member to Member and may bear no relation to the insurance exposures or operations of the Member. The amount of the Fee charged shall be within the sole discretion of Administrator and PG. Further, the Fee may be developed in a manner otherwise considered to be arbitrary, capricious, and/or discriminatory. Neither the Administrator nor PG shall be required to disclose the method of calculating a given Member’s Fee. As a Member of the PG, it is understood and agreed that the liability insurance applied for will be bound and is only available to members of the PG and Member agrees to pay the annual PG membership fee in the amount of \$100. The Fee is payable upon acceptance of the Application and at the time coverage is bound. The Fee is not an insurance-related fee and is instead used to fund the operations of the PG. The Fee charged to Member is not charged to Member in exchange for, 1) a policy of insurance; or 2) a Certificate of Insurance; or, 3) any insurance-related service. Member agrees and understands that Fee is non-refundable. Member agrees to pay the Fee to the PG Administrator, American Specialty Insurance & Risk Services, Inc., as representative of PG.

TERM & TERMINATION OF MEMBERSHIP

Applicant’s membership in PG shall commence on the inception date of insurance coverage and shall terminate upon the earliest to occur of the following events: (a) Member/Applicant’s written resignation from PG; (b) Member/Applicant’s failure to pay premiums, Purchasing Group Membership Fee, or premium taxes to Administrator on behalf of PG when due; (c) written notice of termination sent from PG to Member/Applicant, which PG may give for any reason whatsoever, including, without limitation, any change in Member/Applicant’s business that, in PG’s sole determination, could jeopardize the homogeneity of PG; (d) the expiration date of insurance coverage; (e) the insolvency of Member/Applicant; or (f) the termination or non-renewal of registration of PG under relevant state law.

RIGHTS OF MEMBERS

Applicant’s only rights as a Member of PG shall be to apply for and purchase insurance. Applicant shall have no other rights whatsoever as a Member and or an Applicant or otherwise with respect to PG. Without limiting the generality of the foregoing, Applicant shall have no right as a Member of PG or otherwise under: (a) the bylaws, governing documents, or other corporate documents of PG; or (b) the general corporation laws of any state, including, but not limited to, any state in which Applicant or PG is domiciled or in which Applicant or PG have connections or operations.

HOLD HARMLESS/INDEMNIFICATION

Member agrees to defend, indemnify and hold PG harmless from and against any and all claims, damages, costs and expenses, including attorney’s fees, arising from or relating to Member’s improper use or receipt of any services provided by PG or any violation by Member of this Agreement, including, without limitation, any errors, inaccuracies, misrepresentations or defects in any materials or information submitted by it.

RISK MANAGEMENT SERVICES

A critical component to any successful business operation is the implementation of an effective Risk Management Program. Our portfolio of risk management tools and services is tailored to the specific industry our clients serve. These tools and services are designed to assist our clients to better manage risk by: 1) identifying loss exposures and loss trends; 2) increasing defensibility; and 3) preparing for disruptive events.

Examples of some of our services include:

RISK MANAGEMENT LIBRARY – Access to our library of risk management material that is continuously updated and tailored to the specific industry our clients serve. Our library includes the following:

- Safety Checklists
- Risk Alerts and Safety Bulletins
- Template Manuals

ON-SITE EVALUATION SERVICES – Comprehensive evaluation that identifies loss exposures and evaluates a client’s overall ability to manage risk. The evaluation consists of a physical inspection of the client’s facility, an in-depth evaluation of the mission critical components of the client’s operations, and a review of the client’s written policies and procedures with respect to safety and risk management. A written report is developed for the client detailing the observations and recommendations with supporting photographs and videos from the evaluation. *Offered as a fee for service.*

BUSINESS CONTINUITY & CRISIS RESPONSE PLANNING – Assessment and planning strategies that help clients prepare for, respond to, and recover from disruptive events. *Offered as a fee for service.*

SPECIALIZED CRISIS RESPONSE SERVICES – In cooperation with a leading crisis management firm, response services include:

- **Crisis Call Center** – A stand-ready call center (staffed with Masters-level educated behavioral health professionals), activates within 60 minutes or less to handle the large volumes of calls associated with a crisis incident, while a team of crisis response professionals organize and implement critical response mechanisms from an Emergency Operations Center.
- **Victim & Family Assistance** – Providing support during a crisis event, establishing and organizing an on-site Family Assistance Center and pairing specialists 1:1 with victims and their families.
- **On-Site Crisis Support** – Professional on-site support and consultation to those impacted by a crisis event. Includes both individual and group debriefings, management consultation and educational presentations.
- **Disaster Information Management System** – An integrated application for managing high volumes of people-centric information, combining:
 - Incident management systems
 - Real-time reports
 - Victim/family/responder database

- Accounting for people

Offered as a fee for service.

If you would like further information about American Specialty's risk management services, or have risk management questions, please contact:

RICH POWERS, ARM

Senior Vice President, Risk Services

American Specialty Insurance & Risk Services, Inc.

Direct: 260-755-7251

Cell: 260-341-7989

Fax: 260-969-4729



RE: City of College Park

Renewal Date: 06/01/20

Renewal of Policy #: MAC 1967186-02

QUOTATION

We are pleased to offer the following quotation. Please review this quotation carefully, as the terms and conditions offered may be different than requested. **PROPERTY DISCLAIMER: Client ultimately selects insured values.** You must contact us in writing to bind coverage, as your office holds no binding authority.

Policy Term: 06/01/2020 - 06/01/2021

Quote Exp Date: 06/01/2020

Quotation Premium

Excluding TRIA Premium:	\$119,741.00	Including TRIA Premium:	\$119,741.00
		TRIA:	\$1,020.00
Total:	\$119,741.00	Total:	\$120,761.00

Payment Terms: Premium Due Within 20 Days of Effective Date.

Note: Fees are fully earned

Carrier(s): Great American Insurance Company Admitted
Please be sure to check the Carrier's current A.M. Best rating to satisfy you and your client's interests.

Locations: Per Schedule on file with the Company.

Endorsements/Exclusions: (Standard Company or ISO Exclusions are applicable including, but not limited to the following terms, conditions and exclusions. The state specific forms vary per state and may not be listed on this proposal. It is your responsibility as agent of the insured to check coverage and terms.)

- Please see attached Company quote for Endorsements and Exclusions.

Terms and Conditions:

- NOC: Thirty (30) Days, Except Ten (10) Days Notice for Non-Payment of Premium. Subject to State Requirements.
- Should any loss occur between the date of this quotation/binder and the effective date, the company(ies) reserve the right to withdraw this quotation/binder.

05/04/20
Page 2 of 2

- The company(ies) reserves the right to inspect the locations to develop information necessary to adequately underwrite your business. When conducting these surveys recommendations may be delivered to the insured. Compliance with the recommendations is mandatory and must be completed within the time period stated. Notice of Cancellation will be issued if compliance is not met within the allotted time frame.

Binding Subjectivities:

- Signed Application - ACORD 125 and ACORD 140 is due at binding (must be signed and dated by both the Agent and Insured). If there are terms/conditions that are inconsistent with the coverage bound, please note that your binder/policy prevails and any changes to terms/conditions, etc. must be made by endorsement request and are subject to carrier approval.
- 2020 Itemized list of Fine Arts

Please Send The Above Items To: Ashley Duncan - aduncan@psrllc.com

If PSR has not received a response from you by the expiration date of this quote, we will consider this quotation closed. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of PSR. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Thank you for this opportunity!



Property & Inland
Marine Division

**INSURED: CITY OF COLLEGE PARK DBA
GEORGIA INTERNATIONAL**

Renewal of: MAC 1967186 02

This Quote is valid for 30 days.

Issuing Company: Great American Insurance Company of New York

AM Best Rating: A+ (Superior)

Policy Term: 06/01/2020 to 06/01/2021

This Quote is subject to:

- Satisfactory loss prevention survey
- Compliance with loss prevention recommendations
- 2020 Itemized list of Fine Arts
- 2020 Signed and Complete Applications 125 and 140.

Billing:

Following are the available Agency Bill options:

Prepaid

Semi-Annual: 65% Down, 1 Installment

Quarterly: 35% Down, 3 Equal Installments

Monthly: 25% Down, 9 Equal Installments

Installment charge is 1% in all states with the following exceptions:

\$10.00 per installment in CA

\$3.00 per installment in FL

\$10.00 per installment in LA

\$8.00 per installment in MD

\$10.00 per installment in NJ

\$10.00 per installment in SC

\$3.00 per installment in WA

\$5.00 per installment in WV

See following page(s) for detailed quote information.

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or claims activity includes but is not limited to: losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description and all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.



Property

RE: CITY OF COLLEGE PARK DBA
GEORGIA INTERNATIONAL

Renewal of: MAC 1967186 02

Coverage: Select Business Policy

Coverage Form: Select Business Policy Plus

Policy Term: 06/01/2020 to 06/01/2021

Schedule of Locations					
Loc/ Bldg	Address and Occupancy	Coverages	Limit of Insurance Per Occurrence	Coinsurance / BI Options	Valuation
1/1	2000 Convention Center Concourse College Park Georgia 30337 Convention Center	Building	\$ 101,539,500	None	RC
		Personal Property of Others	\$ 6,084,000	None	RC
		Business Income Including Extra Expense	\$ 1,000,000	None/EPI 90	
2/1	2300 Convention Center Concourse College Park Georgia 30337	Building	\$ 35,000,000	None	RC
		Business Personal Property	\$ 2,500,000	None	RC
		Business Income Including Extra Expense	\$ 500,000	None/EPI 90	

Included Coverages For Buildings & Personal Property (unless otherwise noted):

Improvements & Betterments	Included
Back Up of Sewers & Drains	Included
Signs	Included
Stock	Included
Leased Personal Property	Included (if you have a contractual responsibility)
Glass	Included
Vegetative Roof	Included

If Business Income & Extra Expense are included in the schedule of locations and coverages above, then these are included (unless otherwise noted):

Payroll	Included
Continuing Normal Operating Expenses Incurred	Included
Rental Value	Included
Extended Business Income	Included

Not at a Described Location

Coverage	Newly Acquired or Constructed Locations	At Any Other Location	In Transit, or on any one conveyance unit
Building	\$ 500,000	\$ 50,000	Not Covered
Business Personal Property	\$ 250,000	\$ 50,000	\$ 5,000
Business Income	\$ 100,000	\$ 20,000	Not Covered
Extra Expense	\$ 10,000	\$ 10,000	Not Covered

Supplementary Declarations**Limits of Insurance****Select Business Policy Plus - Supplementary Declarations**

- A. The Limits of Insurance shown below are provided for the Coverages listed and apply separately at each of your locations. If you purchase additional limits for any of these coverages at a specific location, the Limits of Insurance shown at that location will reflect your total limits, including the Limits of Insurance shown below. If there is no separate deductible indicated, the Property Deductible will apply.

Accounts Receivable	\$ 25,000
Brands and Labels Expense	\$ 5,000
Claims Data Preparation Expense	\$ 5,000
Consequential Loss	\$ 2,500
Debris Removal	\$ 10,000
Electronic Data Processing	
Equipment	\$ 25,000
Data, Programs, Media	\$ 150,000
Extra Expense	\$ 5,000
Extra Expense	\$ 25,000
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 5,000
Fire Protection Device Recharge	\$ 2,500
Ordinance or Law - Coverage A	Included
Ordinance or Law - Coverage B	\$ 1,000,000
Ordinance or Law - Coverage C	\$ 1,000,000
Personal Effects	\$ 5,000
Pollutant Clean Up and Removal	\$ 10,000
Reward Payment	\$ 5,000
Valuable Papers	\$ 10,000

- B. When Business Income Coverages is included in the Declarations, the following Limits of Insurance below are provided for the Coverages listed and apply separately at each of your premises:

Civil Authority	4 Weeks
Dependent Property Business Income	\$ 100,000
Extended Business Income	90 Days
Ordinance or Law - Increased Period of Restoration	Included
Unfinished Stock in Transit	\$ 100,000

- C. When Business Income Coverage is included in the Declarations, the following coverage is provided. The Limit of Insurance is the most we will pay in any one occurrence for loss arising out of a Covered Cause of Loss, regardless of the number of locations covered under this policy. Payment under this coverage does not increase the applicable Limit of Insurance shown in the Declarations.

Utility Services (including Overhead Power Transmission Lines)	\$	10,000
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Optional Coverages Quoted

Data Compromise Coverage

Response Expenses Only

Includes expenses for Legal & Forensic IT review (up to 10% of Data Compromise Annual Aggregate Limit for each), Named Malware (up to \$50,000), PR Services (up to \$5,000), and Notification Expenses and Services to Affected Individuals. Limit is annual aggregate.

Data Compromise Annual Aggregate Limit:	\$	50,000
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Equipment Breakdown Coverages

Limits of Insurance

Equipment Breakdown	\$	100,000,000
Property Damage		INCLUDED
Off Premises Property Damage	\$	50,000
Business Income	\$	1,500,000
Extra Expense	\$	50,000
Service Interruption	\$	50,000
Contingent Business Income	\$	50,000
Perishable Goods	\$	50,000
Data Restoration	\$	50,000
Demolition	\$	50,000
Ordinance or Law	\$	50,000
Expediting Expense	\$	50,000
Hazardous Substance	\$	50,000
Newly Acquired Locations	\$	50,000
Green		EXCLUDED
Mold	\$	15,000
Civil Authority		INCLUDED
Public Relations	\$	5,000

Equipment Breakdown Other Conditions

Extended Period of Restoration Days	30
Newly Acquired Location Days	90
Service Interruption Deductible Hours	24

Deductible(s)

Building and Business Personal Property:	\$	10,000	All Other
	\$	10,000	In Transit
Business Income:		72	Waiting Period # Hours
Data Compromise Deductible:	\$	2,500	Any One Personal Data Compromise

Equipment Breakdown Deductible(s)

Property Damage	\$	10,000
Except CNC Machinery	\$	
Indirect Coverage:		72 Hours
Perishable Goods:		72 Hours

Premium(s)

Coverage(s)		Premium(s)
Select Business Policy	\$	101,611.00
SBP Plus Endorsement	\$	150.00
Data Compromise Coverage	\$	150.00

PREMIUM SUMMARY

Coverage(s)		Premium(s)
Select Business Policy	\$	101,911.00
Equipment Breakdown	\$	6,566.00
Terrorism	\$	1,020.00
Total Premium	\$	109,497.00

Forms and Endorsements

Georgia Changes (SB8213)

Select Business Policy Plus (SB8696)

Declarations Comments Ordinance and Law: Cov A-Included, Cov B & C each \$1,000,000, which is a policy aggregate limit, not to exceed 10% on any one building or structure's value shown in the schedule.

Select Business Policy Schedule of Additional Property Locations (SB8118)

Select Business Policy Declarations Page And Location Schedule Abbreviations Key (SB8139)

Select Business Policy Forms & Endorsements Extension Schedule (SB8801)

Select Business Policy Conditions (SB8601)

Select Business Policy Building and Personal Property Coverage Form (SB8602)

Select Business Policy Business Income and Extra Expense Coverage Form (SB8605)

Select Business Policy Extra Expense Coverage Form (SB8607)

Data Compromise Coverage (CP7354)

Select Business Policy - Business Income Changes - Time Period (SB8114)

Protective Safeguards (SB8650)

Describe Any "P-9" Central Burglar Alarm & Security Cameras

Location No 1 Building No 1 P-1 X P-2 X P-5 X P-9 X

Location No 2 Building No 1 P-1 X P-2 X P-5 X P-9 X

Georgia Changes (CP0131)

Select Business Policy - Exclusion Of Loss Due To Virus Or Bacteria (SB8172)

Select Business Policy Plus (SB8248)

Select Business Policy Business Income Optional Coverages (SB8249)

Select Business Policy Accounts Receivable Extension (SB8712)
Accounts Receivable Coverage Form (CM0066)
Business Electronic Systems and Telecommunications Forms (CM7658)
Commercial Fine Arts Coverage Form (CM7669)
Equipment Breakdown Coverage Part Declarations No. 1 (BM7210)
Equipment Breakdown Coverage Form (BM7211)
Equipment Breakdown - Schedule of Locations (BM7296)
BusinessPRO Forms And Endorsements Schedule (BM8801)
Georgia Changes - Cancellation and Nonrenewal (BM7270)
Georgia Changes (BM7314)

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or claims activity includes but is not limited to: losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description and all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.



Difference in Conditions

RE: CITY OF COLLEGE PARK DBA
GEORGIA INTERNATIONAL

Renewal of: MAC 1967186 02

Coverage: Difference in Conditions

Coverage Form: Difference in Conditions - Specified Cause of Loss

Policy Term: 06/01/2020 to 06/01/2021

Covered Property is: "Real Property" "Improvements" "Personal Property"

Occurrence Limits

The most we will pay in any one occurrence (and in any one "policy year" for Flood and Earthquake Causes of Loss), regardless of the number of locations involved, is:

Flood Covered Causes of Loss	\$ 25,000,000
Earthquake Covered Causes of Loss	\$ 25,000,000
Other (DIC) Covered Causes of Loss	\$ 10,000
All Covered Causes of Loss, including all optional coverages	\$ 25,010,000

Flood and Surface Water Coverage

NOTE: Only property located outside the "100 year flood plain," OR "500 year flood plain" (which includes the "100 year flood plain") is Covered Property for the Flood Causes of Loss.

Schedule of Locations				
Loc/ Bldg	Address	Coverages (Perils)	Limit of Insurance	
			Direct Physical "Loss"	Time Element Loss
1/1	2000 Convention Center Concourse College Park, Georgia 30337	Difference in Conditions	\$ 10,000	Included*
		Earthquake and Volcanic Eruption	\$ 25,000,000	Included*
		Flood and Surface Water	\$ 25,000,000	Included*
2/1	2300 Convention Center Concourse College Park, Georgia 30337	Difference in Conditions	\$ 10,000	Included*
		Earthquake and Volcanic Eruption	\$ 25,000,000	Included*
		Flood and Surface Water	\$ 25,000,000	Included*

**Included" means that the Time Element Loss Limit is included in the Direct Physical Loss Limit that corresponds to the same peril for that address.

Limits at Any Unscheduled Locations

Coverages	Limit of Insurance	
	Direct Physical "Loss"	Time Element Loss
Difference in Conditions	Not Covered	Not Covered
Flood and Surface Water	Not Covered	Not Covered
Earthquake and Volcanic Eruption	Not Covered	Not Covered

COVERAGE EXTENSIONS

Property at Newly Acquired Locations (the unscheduled location limit applies)

Property at Temporary Locations (the unscheduled location limit applies)

ADDITIONAL COVERAGES

Limits for the following coverages are separate from the Limits of Insurance shown above, but do not increase the any one occurrence limits of insurance.

Coverages	Limits of Insurance
Debris Removal	25% of paid direct physical "loss" amount, up to \$ 250,000
Pollutant Clean Up and Removal	\$ 10,000 per policy year
Fungus, Rot and Bacteria	\$ 15,000 per "policy year"
Loss Data Preparation	\$ 5,000

Deductible(s)

DIC Direct Physical "Loss"	\$	5,000	
DIC Time Element		72	Waiting Period # Hours
Flood Direct Physical Loss	\$	100,000	
Flood Time Element		72	Waiting Period # Hours
Earthquake Direct Physical Loss	\$	100,000	
Earthquake Time Element		72	Waiting Period # Hours

NOTE: No waiting period applies to Extra Expense Coverage

Premium(s)/Rate(s)

Coverage(s)	Premium(s)
Difference in Conditions	\$ 10,264.00

PREMIUM SUMMARY

Coverage(s)	Premium(s)
Difference in Conditions	\$ 10,264.00
Terrorism	\$ 0.00
Total Premium	\$ 10,264.00

Forms and Endorsements

Difference In Conditions Declarations (CM7802)

Difference In Conditions Coverage Form - Specified Cause of Loss (CM8029)

Difference In Conditions Time Element Coverage Endorsement (Business Income And Extra Expense) (CM7804)

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or claims activity includes but is not limited to: losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

This proposal provides a summary of coverage. For a complete description and all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.



Commercial Inland Marine

**RE: CITY OF COLLEGE PARK DBA
GEORGIA INTERNATIONAL**

Renewal of: MAC 1967186 02

Coverage: Fine Arts

Policy Term: 06/01/2020 to 06/01/2021

Premium(s)

Coverage(s)	Premium(s)
Fine Arts	\$ 1,000.00

PREMIUM SUMMARY

Coverage(s)	Premium(s)
Inland Marine All Other	\$ 1,000.00
Terrorism	\$ 0.00
Total Premium	\$ 1,000.00

Forms and Endorsements

Commercial Fine Arts Declarations (CM7668)
Commercial Fine Arts Coverage Form (CM7669)

If you or your agency becomes aware of any additional losses or claims activity on this account, please notify us prior to the effective date of this coverage so that we may re-evaluate the terms of this quote. Failure to do so may constitute misrepresentation. Loss or claims activity includes but is not limited to: losses not yet reported, losses not covered by their current policy, self-insured losses or losses below the deductible amount.

This proposal provides a summary of coverage. For a complete description and all terms, conditions and exclusions, please refer to our policy forms which are available upon request. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.



TRIA Notice Included SFP & Non-SFP 02-15

POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

The Terrorism Risk Insurance Act, as amended in 2015, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism that is **certified under the federal program as an act of terrorism**. The policy's other provisions will still apply to such an act.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium.

Property & Inland Marine Overview

Why Great American?

Accountability

Our mission is to enable our customers to prosper by being a leading provider of risk management solutions using Property & Inland Marine insurance products and services.

19: Team's average years of industry experience.

Customer-Focused

We create specialized insurance solutions for clients with unique property and inland marine coverage needs.

Loss Prevention

Provides service and expertise that runs deep. From thermal imaging, various training sessions, and educational information such as our Safety Topics, our team of experts will work with you to help improve the safety and security of your clients' operations for better risk management and potential cost savings. Visit GAIG.com/LP for to access the library of resources.

Claims

When you need to make a claim, you want to work with experts who understand your loss and what to do. That's why our claims professionals specialize in the markets they serve and are ready to jump into action knowing each day costs clients valuable time and money.

Nearly **30** team members

Average of **20** years industry experience

60 professional designations dedicated to property and inland marine coverage.

To learn more, contact
your Great American
Property & Inland Marine
Representative, or visit
us online at GAIG.com/PIM.

Great American
Insurance Company

100+ years with an **A** or better
rating by A.M. Best

Great American Insurance Group
301 E. Fourth St.
Cincinnati, OH 45202

800-858-8335

GAIG.com/PIM

A.M. Best rating of "A+" (Superior) affirmed on August 17, 2018. Coverage description is summarized. Refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company, and Great American Insurance Company of New York, authorized insurers in all 50 states and the DC. Great American Insurance Company, 301 E Fourth Street, Cincinnati, OH 45202. © 2018-2019 Great American Insurance Company. All rights reserved. 5676-PIM (8/19)

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GREAT AMERICAN
INSURANCE GROUP

Pro **Packet Pg. 372**



Excess Workers Compensation Quotation Sheet

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 06/01/2020

Insured: City of College Park

Quote Date: 05/19/2020

Policy #: EWC009171

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0227181	0227406				
Named States	GA	GA				
<u>SPECIFIC:</u>						
Specific Limit	STATUTORY	STATUTORY				
Specific Retention	\$550,000	\$600,000				
<u>EMPLOYERS LIABILITY:</u>						
Employers Liability Limit	\$1,000,000	\$1,000,000				
Employers Liability Retention	See Specific	See Specific				
<u>AGGREGATE:</u>						
Aggregate Limit	\$1,000,000	\$1,000,000				
Rate as a % of Normal Premium	293.42%	293.42%				
Estimated Aggregate Retention	\$2,012,189	\$2,012,189				
Minimum Aggregate Retention	\$1,971,945	\$1,971,945				
Aggregate Loss Limitation	\$500,000	\$500,000				
<u>RATING BASE:</u>						
Est. Annual Payroll	\$22,378,593	\$22,378,593				
Est. Annual Manual Premium	\$685,771	\$685,771				
Length of Policy (Years)	1.000000	1.000000				
Est. Policy Normal Premium	\$685,771	\$685,771				
Rate as a % of Normal Premium	18.81%	17.9%				
<u>PREMIUM:</u>						
Total Est Policy Prd Premium (including Flat Charges)	\$128,994	\$122,753				
Policy Minimum Premium	\$116,094	\$110,478				
Deposit Premium	\$128,994	\$122,753				
Deposit Flat Charge(s)	NA	NA				
Total Deposit Due*	\$128,994	\$122,753				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$3,870	\$3,683				

* The following states are subject to a premium surcharge: GA. The amount of the surcharge is not included in any premium amount shown above; it is in addition to the premium amount(s) above. The amount of the surcharge is subject to change as directed by the Department of Insurance and other agencies.

CONDITIONS / COMMENTS:

- * MECC must be notified of any aircraft changes occurring during the policy period.
- * A signed application must be received prior to policy issuance.

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 06/01/2020

Insured: City of College Park

Quote Date: 05/19/2020

Policy #: EWC009171

Quote Expiration Date: 60 Days

The following endorsements apply to all quote options:

CMB-1	Amendment to Schedule Item 1
CMB-11	Amendment to Schedule Item 11
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-GA (11-16)	Georgia

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act through December 31, 2020 is shown in row (A) below. B. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, for the period beyond December 31, 2020 is estimated in row (B) below, and does not include any charges for the portion of losses covered by the United States Government under the Act. (Refer to the paragraph below) and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	0227181	0227406
Portion (A):	\$2,269	\$2,159
Portion (B):	\$1,601	\$1,523
Combined	\$3,870	\$3,683

Possibility of Additional Premium. The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of 12/31/20 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) of above may not be appropriate.

When disposition of the federal program is determined, we will recalculate the premium shown in (B) above and will charge additional premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Name of Insurer: Midwest Employers Casualty Company
 Name of Insured: City of College Park



REGARDING: City of College Park
3367 Main Street
College Park, Georgia 30337

DATE: 05/28/2020

QUOTATION

QUOTE NUMBER/
RENEWAL OF: 905915

POLICY FORM: Storage Tank Third Party Liability, Corrective Action and Cleanup Policy ENV-ST-P001-0418

ISSUING COMPANY: Liberty Surplus Insurance Corporation (LSIC), AM Best Rated A, XV
175 Berkeley Street
Boston, MA 02216

INSURING AGREEMENTS: 1.a. Third Party Bodily Injury and Property Damage
1.b. Corrective Action Due to Underground Storage Tank Releases

POLICY PERIOD: 06/01/2020 - 06/01/2021

RETROACTIVE DATE: Please see schedule attached at the end of the document

LIMITS OF LIABILITY: \$1,000,000 Per Each Pollution Incident
\$1,000,000 Aggregate Limit
\$1,000,000 Aggregate Claims Expense Limit

DEDUCTIBLE Please see schedule attached at the end of the document

BASE PREMIUM \$2,843.00

The Insurer is a surplus lines insurer, is not licensed by the State and is subject to limited regulation. In the event of insolvency of the Insurer, the insurance is not covered by the State's guaranty fund. This policy may be subject to surplus lines taxes, stamping fees, surcharges, and certain surplus lines reporting requirements mandated by state regulations. The Surplus Lines Broker is responsible for the disclosure of all related taxes, surcharges, and fees. The Surplus Lines Broker is also responsible for the applicable surplus lines reporting requirements including but not limited to the submission of diligent search forms.

LIU Specialty Insurance Agency Inc. provides brokers with access to Liberty Surplus Insurance Corporation's property, casualty, and specialty insurance products and services.

TERRORISM: Additional premium (3%) applies if this coverage is selected. See attached Terrorism Disclosure statement. If selected, the policy will provide both Certified and Noncertified Acts of Terrorism Coverage. A total terrorism exclusion will apply if this coverage is not elected.

Coverage for losses resulting from:	Premium Charge
"Certified acts of terrorism"	1.5 % of Base Policy Premium
Noncertified acts of terrorism	1.5 % of Base Policy Premium

COVERED LOCATIONS & STORAGE TANKS

Loc. #	Location Name		Street Address			City	State	Postal Code		
1	Public Works Facility		2233 Harvard Ave			College Park	Georgia	30337		
Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro. Date	Deductible
1	1	9060569-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	05/01/2018	\$250,000
1	2	9060569-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	05/01/2018	\$250,000

ADDITIONAL TERMS AND CONDITIONS WILL APPLY:

- 1 Service of Suit Clause - Georgia SC-9 (08/18)
- 2 Claim and Notice Reporting E-TX-27 (10-19)
- 3 Sanction Limitation and Exclusion Clause SL-OFAC-0419
- 4 Exclusion of Certified Acts of Terrorism TRIA-ENV-E002-0315
- 5 Exclusion of Terrorism TRIA-ENV-E003-0315
- 6 Disclosure - Terrorism Risk Insurance Act. TRIA-N004-0315
- 7 Cap On Losses from Certified Acts of Terrorism. TRIA-E002-0315
- 8 Schedule of Covered Locations and Storage Tanks E-TX-1 (7/02)
- 9 Cancellation - 100% Minimum Earned Premium E-TX-5 (02/19)
- 10 Notice of Underground Storage Tank Removal E-TX-17 (10/19)
- 11 Deductible Amendatory Endorsement (Scheduled) E-TX-MAN (09/18)
- 12 Emergency Response Expenses ENV-ST-E036-1119
- 13 Image Restoration Expenses ENV-ST-E037-1119

THIS QUOTE IS SUBJECT TO THE RECEIPT AND SATISFACTORY REVIEW OF THE FOLLOWING REQUESTED INFORMATION. We reserve the right to rescind our quote or issue a revised one based on our review of requested information.

- 1 Written request to bind prior to policy effective date
- 2 Surplus Lines License Information
- 3 Signed and completed Ironshore application
- 4 Written request to bind terrorism or receipt of the Terrorism Rejection notice prior to effective date
- 5 USEPA Approved Leak Detection Results
- 6 Pollution Loss Runs or No Known Pollution Loss Letter
- 7 Financial Reports

LSIC Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at LSIC Environmental's own expense.

If coverage is bound, the premium is due in full within 30 days of the effective date to Liberty Surplus Insurance Corporation. It is your responsibility to collect and pay all applicable taxes and fees.

This quotation is a summary of coverage and not a binder of insurance. Actual policy terms and conditions will apply if coverage is bound. Please review specimen policy carefully. The coverage offered in this quotation might differ from that requested.

This quote is valid until 12:01 AM on 06/27/2020.

Thank you for giving us the opportunity to work with you on this account.

Best regards,

Monica Almond-Cruz

[Signature of authorized representative of Insurer]

Monica Almond-Cruz

[Type name]

Senior Underwriter

[Title]

Authorized Representative of Liberty Surplus Insurance Corporation

Ironshore, Environmental

28 Liberty Street, 5th Floor

New York, NY 10005

Email: IronEnviroTanks@ironshore.com



Surplus Lines Tax Documentation

Name Insured: _____

Effective Date: _____

This policy is being written on a **surplus lines basis** for which your office is responsible for handling the state tax filing(s). If filing in multiple states please provide the following information for each state.

Please return a signed copy of this letter with your order to bind acknowledging that you have arranged for the filings and payment of the surplus lines tax and/or stamping fees in accordance with all applicable state regulations and that you have verified compliance with any other regulatory requirements that might apply to this transaction under the excess or surplus lines laws of any United States jurisdiction.

State: _____

Surplus Line Agent (Individual): _____

Surplus Lines License Number
(Under which transaction is filed): _____

Agency Name and Address: _____

NJ Transaction Number (NJ Only): _____

We confirm payment of the state surplus lines taxes and stamping fees on this policy have been/will be made as required under applicable law.

Signature

Date



**POLICYHOLDER DISCLOSURE
NOTICE OF OFFER TO PURCHASE
TERRORISM INSURANCE FOR POLICY PERIOD**

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

~~THE TERRORISM RISK INSURANCE ACT~~

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. Currently, if an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

~~MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM~~

TRIA requires insurers to offer coverage for losses resulting from "certified acts of terrorism" that could otherwise be excluded and to specify the premium for this coverage. You have the option to accept or reject this coverage.

A "certified act of terrorism" means an[y] act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland, and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to –
 - a. human life;
 - b. property; or
 - c. infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of –
 - a. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or

- b. the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

~~**HOW THE ACT AFFECTS YOUR POLICY AND WHAT YOU MUST DO**~~

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from "certified acts of terrorism." Coverage for losses resulting from "certified acts of terrorism" is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for the policy period is determined by applying 3% to the Base Policy Premium.

Note: With respect to Excess policies, this offer of coverage pertains only to those lines of business covered by TRIA and, more specifically, does not apply to commercial automobile insurance or to any line of business excluded by TRIA. In addition, this offer of coverage for "certified acts of terrorism" is expressly conditioned upon your acceptance of coverage for "certified acts of terrorism" on all underlying insurance policies that are subject to TRIA. If you reject such coverage on your primary liability policies, you must also reject it on your Excess policy.

If you reject this offer, you will not be covered for losses resulting from "certified acts of terrorism."

Please indicate on the attached coverage election form, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for "certified acts of terrorism" will be excluded from your policy.

TRIA-ENV-N002-0315



TERRORISM COVERAGE ELECTION FORM

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for 3% of the Base Policy Premium.
- I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism."

~~POLICYHOLDER ACKNOWLEDGEMENT~~

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

TRIA-ENV-N002-0315



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - GEORGIA

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	1
Issued To:	City of College Park		

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Liberty Surplus Insurance Corporation hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company furthermore designates Corporation Service Company, 40 Technology Parkway South, #300, Norcross, GA 30092 as the agent to whom a copy of the Service of Process should be forwarded by the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the State of Georgia. A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Liberty Surplus Insurance Corporation, 175 Berkeley Street, Boston, MA 02116.



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CLAIM AND NOTICE REPORTING

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	2
Issued To:	City of College Park		

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

POSTAL SERVICE to:

Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005

E-MAIL to:

USClaims@ironshore.com

FAX to:

646-826-6601

By phone via:

24 Hour Claims Phone Number:

(888) 292-0249

All other terms and conditions remain unchanged.



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	3
Issued To:	City of College Park		

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain unchanged.



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
150 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	4
Issued To:	City of College Park		

It is hereby agreed that the policy is amended as follows:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “business interruption”, “clean-up costs”, “corrective action”, “defense expense” or “property damage” as may be defined in any applicable Coverage Part, or Policy or underlying insurance.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
150 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	5
Issued To:	City of College Park		

It is hereby agreed that the policy is amended as follows:

- A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** Use or threat of force or violence; or
 - (2)** Commission or threat of a dangerous act; or
 - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b.** When one or both of the following applies:
 - (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - 2.** "Any injury or damage" means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "business interruption", "clean-up costs", "corrective action", "defense expense" or "property damage" as may be defined in any applicable Coverage Part, Policy or underlying insurance.

- B.** The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

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But this exclusion applies only when one or more of the following are attributed to an incident of “terrorism”:

1. The “terrorism” is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the “terrorism” and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of “terrorism” which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of “terrorism” and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of “terrorism”, there is no coverage under this Coverage Part or Policy.

In the event of any incident of “terrorism” that is not subject to this Exclusion, coverage does not apply to “any injury or damage” that is otherwise excluded under this Coverage Part or Policy.

- C.** The following is hereby added to the Policy and shall apply to all coverages:

This exclusion shall not apply to coverage for “certified acts of terrorism” if you have elected to purchase such coverage. However, with respect to any one or more “certified acts of terrorism”, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

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Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
150 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DISCLOSURE – TERRORISM RISK INSURANCE ACT

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	6
Issued To:	City of College Park		

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

TRIA-N004-0315

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to “certified acts of terrorism” exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Specimen

TRIA-N004-0315



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
150 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	7
Issued To:	City of College Park		

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed

\$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.

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Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS AMENDATORY ENDORSEMENT

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.:	8
Issued To:	City of College Park		

It is agreed that **Item 6.a** and **Item 6.b** of the Declarations are deemed to include the following:

Item 6.a. Covered Locations

Loc. #	Location Name	Street Address	City	State	Postal Code
1	Public Works Facility	2233 Harvard Ave	College Park	Georgia	30337

This policy will not provide coverage for any Covered Location(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

Item 6.b. Covered Storage Tanks

The following Storage Tank(s) is (are) covered under the policy:

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro. Date	Deductible
1	1	9060569-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	05/01/2018	\$250,000
1	2	9060569-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	05/01/2018	\$250,000

This policy will not provide coverage for any Storage Tank(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

If an Anniversary Date is listed, the above-listed tank(s) will be deleted from the above schedule on the corresponding above-listed Anniversary Date(s), respectively, unless updated integrity test results (Acceptable to the Company) are received by the Company sixty (60) days prior to the listed anniversary date and approved in writing by the company.

All other terms and conditions remain unchanged.

E-TX-1 (7/02)



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CANCELLATION – 100% MINIMUM EARNED PREMIUM

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	9
Issued To:	City of College Park		

It is agreed that subparagraph e. of the condition entitled **Cancellation** set forth in **SECTION IV – CONDITIONS** is deleted in its entirety and replaced with the following:

- e. The premium amount stated in the Declarations shall be one hundred percent (100%) earned at inception. In the event this policy is cancelled, we shall have no obligation to return any premium to the Named Insured.

All other terms and conditions remain unchanged.



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	10
Issued To:	City of College Park		

It is agreed that the following is added to **SECTION IV – CONDITIONS**:

NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

- a.) We must be given, in writing, notice for all "underground storage tank system" removals. The notice must be received by us 10 days prior to any such removal and sent via overnight delivery to the attention of :

Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005

E-MAIL to:

IronEnviroTankPull@ironshore.com

FAX to:

646-826-6601

By phone via:

24 Hour Claims Phone Number:
(888) 292-0249

- b.) We reserve the right to have a representative present for all "underground storage tank system" removals.

All other terms and conditions remain unchanged.

E-TX-17 (10/19)



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDATORY ENDORSEMENT (SCHEDULED)

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	11
Issued To:	City of College Park		

It is agreed that any "claim" arising from, out of, caused by, resulting from, contributed to, or in any way related to any "pollution incident" discovered during any "removal" or "investigation" of the below scheduled "underground storage tank systems" will be subject to a \$500,000 per incident deductible, insured under this policy.

Schedule of Covered Locations and Storage Tanks

Loc. #	Location Name	Street Address	City	State	Postal Code				
1	Public Works Facility	2233 Harvard Ave	College Park	Georgia	30337				
Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro. Date
1	1	9060569-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	05/01/2018
1	2	9060569-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	05/01/2018

It is agreed that the following is added to **SECTION VI – DEFINITIONS:**

"Removal" means the removal of any "underground storage tank system", whether in part or in its entirety, with no prior knowledge of a failure in or "pollution incident" from the "underground storage tank system".

"Investigation" means the taking or testing of soil or groundwater performed at or under any "covered location" by any insured, or any other party, and which is not required as the result of a failure in or verified "pollution incident" from the "underground storage tank system". "Investigation" shall include, but not be limited to, an investigation at or under a "covered location" that is performed as part of a property transfer, sale, lease or financing transaction.

All other terms and conditions remain unchanged.

E-TX-MAN (09/18)



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EMERGENCY RESPONSE EXPENSES

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	12
Issued To:	City of College Park		

1. It is agreed that the definition entitled "Cleanup" set forth in **SECTION VI – DEFINITIONS** is deleted in its entirety and replaced with the following:

6. "Cleanup" means:

- a. activities to the extent required pursuant to "environmental laws" undertaken to remove, abate, contain, treat, detoxify or neutralize "pollutants", or to assess, test for or monitor the effects of "pollutants".
- b. "corrective action".
- c. "emergency response expenses".

"Cleanup" shall not include the removal, repair, upgrade, maintenance or replacement of any "underground storage tank system" or "aboveground storage tank system".

2. It is agreed that the following is added to **SECTION VI – DEFINITIONS**:

"Emergency Response Expenses" means reasonable and necessary costs, charges or expenses incurred in response to an imminent and substantial threat to human health or the environment and incurred within seven (7) days of the commencement of the "Pollution Incident" giving rise to such costs, charges and expenses to investigate, remove, dispose of, abate, contain, treat or test soil, surface water, groundwater or other contaminated media.

All other terms and conditions remain unchanged.

ENV-ST-E036-1119



Storage Tank Third Party Liability Corrective Action and Cleanup Policy

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

IMAGE RESTORATION EXPENSES

Effective Date:	06/01/2020	Expiration Date:	06/01/2021
Policy Number:	IRONTX00905915	Endorsement No.	13
Issued To:	City of College Park		

- The following is added as to Section **I – Insuring Agreement**:

Coverage: Image Restoration Expenses

To pay on behalf of the insured, “image restoration expenses” that directly result from an “image restoration event”, provided that the “pollution incident” giving rise to the “image restoration event” is on, under or migrating from a “covered location”. This coverage shall apply only if the “pollution incident” giving rise to the “image restoration expenses” is first discovered by the insured during the “policy period”. Discovery of such a “pollution incident” occurs when a “responsible insured” first becomes aware of the “pollution incident”.

- The following are added to Section **VI – Definitions**:

“Image Restoration Event” means a “pollution incident” which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the insured for such “pollution incident”.

“Image Restoration Expenses” means reasonable expenses to restore public reputation and consumer confidence incurred by the insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the “pollution incident” giving rise to the “image restoration event” and within thirty (30) days of the commencement of such “pollution incident”. “Image restoration expenses” shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the insured at the direction of such firms. “Image restoration expenses” shall not include the costs to purchase advertising on television, in newspapers or in any other media without the prior written consent of the company.

- The following is added to Section **III – Limits of Insurance and Deductible**:

The most the Company will pay for “image restoration expenses” under this endorsement is \$25,000.

All other terms and conditions remain unchanged.

Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
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§ ask about, buy insurance or file a claim	§ your insurance agent or broker
§ pay your policy	§ your employer, association or business (if you are insured through them)
§ visit our websites, call us, or visit our office	§ our affiliates or other insurance companies about your transactions with them
	§ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	§ other public directories and sources
	§ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers
	§ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
<p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information

<ul style="list-style-type: none"> • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Risk data • Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

- | | |
|--|-------------------------|
| Identifiers | Personal Data; |
| Protected Classification Characteristics; | Commercial Information; |
| Internet or other similar network activity; | Claims Data; |
| Inferences drawn from other personal information; | Risk Data; |
| Professional, employment, and education information; | |

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable

consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Liberty Mutual Insurance Company
 175 Berkeley St., 6th Floor
 Boston, MA 02116
 Attn: Privacy Office

Liberty Mutual Group Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing outside of California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information** such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
<ul style="list-style-type: none"> ▪ ask about, buy insurance or file a claim 	<ul style="list-style-type: none"> ▪ your insurance agent or broker
<ul style="list-style-type: none"> ▪ pay your policy 	<ul style="list-style-type: none"> ▪ your employer, association or business (if you are insured through them)

<ul style="list-style-type: none"> visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> other public directories and sources
	<ul style="list-style-type: none"> third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers
	<ul style="list-style-type: none"> other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
<p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> calculating your premium; determining your eligibility for a quote; confirming your identity and service your policy; 	<ul style="list-style-type: none"> Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> managing your claim, if any; conducting claims investigations; conducting medical examinations; conducting inspections, appraisals; providing roadside assistance; providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> creating, maintaining, customizing and securing accounts; 	<ul style="list-style-type: none"> Identifiers Personal Information Protected Classification Characteristics Commercial Information

<ul style="list-style-type: none"> • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information

<ul style="list-style-type: none"> to provide, support, personalize and develop our website, products and services; create and offer new products and services; 	<ul style="list-style-type: none"> Inferences drawn from other personal information Risk data Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> Identifiers Personal Information Protected Classification Characteristics Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> answer questions and provide notifications; provide customer and technical support; 	<ul style="list-style-type: none"> Identifiers Personal Information Commercial Information Internet or other similar network activity Professional or employment related information Inferences drawn from other personal information Risk data Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual shares personal data of with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data to service providers for business purposes:

- | | |
|--|-------------------------|
| Identifiers | Personal Data; |
| Protected Classification Characteristics; | Commercial Information; |
| Internet or other similar network activity; | Claims Data; |
| Inferences drawn from other personal information; | Risk Data; |
| Professional, employment, and education information; | |

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to makes changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office



ISSUING COMPANY

(A member of Liberty Mutual Group)

Effective Date:	Expiration Date:
Policy Number:	Endorsement No.
Issued To:	

STORAGE TANK THIRD-PARTY LIABILITY CORRECTIVE ACTION AND CLEANUP POLICY

This policy provides:

- claims-made and reported coverage for storage tank third-party bodily injury and property damage liability;
- claims-made and reported (and “confirmed releases” discovered and reported) coverage for cleanup costs for aboveground storage tanks; and
- claims-made and reported (and “confirmed releases” discovered and reported) coverage for cleanup costs for underground storage tanks.

Defense costs will reduce both the deductible amount and the separate limit of insurance available to pay legal defense costs.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us”, “our” and the “company” refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS (SECTION VI)**. Insured means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II)**.

SECTION I – INSURING AGREEMENT

1. Coverages

- a. Subject to the Limits of Insurance and the Deductible:

Coverage A: Third Party Bodily Injury and Property Damage

We will pay those sums that the insured becomes legally obligated to pay for compensatory damages because of “bodily injury” and “property damage” that arises from a “pollution incident” on, at, under or migrating from the “covered location”, provided a “claim” is first made and reported to us during the “policy period” or Extended Reporting Period, if applicable.

Coverage B: Cleanup of Pollutants Due to Underground Storage Tank Releases

We will pay those reasonable and necessary costs that the insured incurs for “cleanup”, “restoration costs” and “fines and penalties” due to a “confirmed release” resulting from a “pollution incident” from an “underground storage tank system”, provided that:

- (1) a “claim” arising from a “confirmed release” is first made during the “policy period” or during the Extended Reporting Period, if applicable; or
- (2) the insured discovers the “confirmed release” during the “policy period” or during the Extending Reporting Period, if applicable.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

Coverage C: Cleanup of Pollutants Due to Aboveground Storage Tank Releases

We will pay those reasonable and necessary costs that the insured incurs for “cleanup”, “restoration costs” and “fines and penalties” due to a “confirmed release” resulting from a “pollution incident” from an “aboveground storage tank system”, provided that:

- (1) a “claim” arising from a “confirmed release” is first made during the “policy period” or during the Extended Reporting Period, if applicable; or
 - (2) the insured discovers the “confirmed release” during the “policy period” or during the Extending Reporting Period, if applicable.
- b. The insurance provided under **Coverage A**, **Coverage B** and/or **Coverage C** applies only if:
- (1) The “pollution incident” commences on or after the Retroactive Date shown in Item 3 of the Declarations and before the end of the “policy period”;
 - (2) The “pollution incident” occurs in the United States, its territories or possessions or Canada; and
 - (3) The “claim”, if any, is made in the United States, its territories or possessions, or Canada.

2. Defense

- a. We have the right and duty to defend, including the right to select and appoint counsel to represent, the insured against any “claim” to which this insurance applies. However, we will have no duty to defend the insured against any “claim”, suit or action to which this insurance does not apply.
- b. The insured shall not admit or assume liability or settle or negotiate to settle any “claim” without the prior written consent of the company. The “insured” must notify the company of all settlement offers and the company will in turn present all settlement offers to the “insured”. If the company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Insurance and the “insured” refuses to consent to such settlement, then the company’s duty to defend shall end, the “insured” shall thereafter negotiate and defend such “claim” independently of the company, and the company’s liability shall not exceed the amount, less the Deductible, for which the “claim” could have been settled if such recommendation was consented to.

To the extent the “insured” is entitled pursuant to applicable laws to select independent counsel at the company’s expense, the attorneys’ fees and other costs or expenses we will pay are limited to the rates the company would pay to counsel the company would have retained or could otherwise have retained in the community where the “claim” is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the company may deem appropriate. All such counsel shall keep the company fully informed and shall promptly respond to requests for information from the company. We will have the right to require that such counsel have errors and omissions insurance coverage. We retain the right to settle or approve the settlement of any “claim” and appeal any judgment at our expense.

- c. Our duty to defend under **a.** above will end at the earlier of the following times:
 - (1) When we have exhausted the Aggregate Claims Expense Limit, as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**, by the payments of “claims expenses” in the defense, investigation, settlement, or adjustment of “claims” and actions under this Paragraph 2., Defense; or
 - (2) When an applicable limit of insurance is exhausted by the payment of damages arising from “bodily injury” and/or “property damage” and/or costs for “corrective action” or “cleanup”.

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If our duty to defend ends upon exhaustion of the Aggregate Claims Expense Limit, we may, at our option and in our sole discretion, continue to defend any “claim” or action to which **Coverage A**, **Coverage B** and/or **Coverage C** apply at our own expense. We may withdraw from such defense by giving notice pursuant to Condition 15. of **SECTION IV – CONDITIONS**, and we shall have no further obligation for the defense, or any related expenses.

3. Exclusions – Coverages A, B, and C

The insurance does not apply to:

- a. any “claim” arising out of a “pollution incident” that was expected or intended by any insured, or an employee of any insured.
- b. any “claim” arising from a “pollution incident” that commenced prior to the inception of this policy (or date coverage first provided for any “underground storage tank system” or “aboveground storage tank system” added to this policy by endorsement during the “policy period”), if a “responsible insured” knew or could have reasonably foreseen that such “pollution incident” could have been expected to give rise to a “claim”.
- c. any criminal fines, criminal penalties or criminal assessments.
- d. any “claim” made by any insured against any other person or entity who is also an insured under this policy.
- e. any “claim” arising from one or more “pollution incidents” caused by, based upon, resulting from, or attributable to the insured’s intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.
- f. any “claim” arising from the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, rolling stock or watercraft. Use shall include the loading and unloading of any watercraft, aircraft or rolling stock. Use shall not include the loading or unloading of any “auto”.
- g. any costs, charges or expenses incurred by the insured for goods supplied by the insured or services performed by the staff and/or salaried employees of the insured, or its parent, subsidiary or affiliate.
- h. any “claim” arising from any consequence, whether direct or indirect, of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.
- i. any costs for removing, disposing, replacing, compensating a third-party for or recycling of the contents of any “aboveground storage tank system” or “underground storage tank system”.
- j. any costs, charges or expenses incurred to investigate or verify that a “confirmed release” under **Coverage B** or **Coverage C** has taken place.
- k. any “claim” arising out of “bodily injury” to:
 - (1) An employee of the insured or its parent, subsidiary or affiliate arising out of and in the course of:
 - (a) Employment by the insured or its parent, subsidiary or affiliate; or
 - (b) Performing duties related to the conduct of the business of the insured or its parent, subsidiary or affiliate; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph (1) above.

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This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- l. any obligation of the insured under workers' compensation, unemployment compensation or disability benefits law or similar law.
 - m. any liability or "claim" for liability of others assumed by the insured under any contract or agreement, unless the insured would have been liable in the absence of such contract or agreement.
 - n. under **Coverage A**, any "claim" arising out of "property damage" to:
 - (1) property owned, leased, loaned or rented by or to any insured; or
 - (2) property an insured has sold, leased, given away or abandoned.

For "property damage" to real property, this exclusion shall apply to "property damage" on, at or under the real property.
 - o. any "claim" arising from one or more "pollution incidents" on, at, under, or migrating from a "covered location" if any of the "pollution incidents" commenced subsequent to the time such location is:
 - (1) sold;
 - (2) given away;
 - (3) abandoned; or
 - (4) sub-leased, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.
 - p. any liability or "claim" arising from the insured's goods or products manufactured, sold, handled or distributed (including warranties or representations made at any time with respect to use thereof, or the failure to provide warnings or instructions) after possession of such insured's products have been relinquished to others by the insured or others trading under its name.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no employee is an insured for:

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- (1) “Bodily injury”:
- (a) To you, to your partners or members (if you are a partnership or joint venture) or to a co-employee while in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph (1)(a) above;
 - (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” for damage to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your employees, or, if you are a partnership or joint venture, by any partner or member.

b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. “Claims” made;
 - c. “Confirmed releases”
 - d. “Pollution incidents”; or
 - e. Persons or organizations making “claims”.
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**;
 - b. Costs under **Coverage B**; and
 - c. Costs under **Coverage C**.
3. Subject to the Aggregate Limit, the Each Incident Limit is the most we will pay for the sum of:

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- a. Damages under **Coverage A**;
- b. Costs under **Coverage B**; and
- c. Costs under **Coverage C**;

because of one “pollution incident”.

The Each Incident Limit shown in the Declarations of the policy in effect when the first “claim” arising out of the same, related or continuous “pollution incidents” was made and reported to us is the most we will pay for all covered “claims”, reported to us during one or more “policy periods”, arising out of such “pollution incident”. To the extent a “claim” is made and covered in a subsequent “policy period”, all such “claims” shall be deemed first reported to us during the “policy period” in which the first such “claim” was first reported to us.

4. The Aggregate Claims Expense Limit is the most we will pay for the sum of all “claims expenses” for defense we provide under Paragraph 2., **Defense** of the **INSURING AGREEMENT (SECTION I)**. “Claims expenses” will not reduce the Aggregate Limit.
5. For any one “pollution incident”, this policy applies only to damages for “bodily injury” or “property damage”, costs for “corrective action”, “cleanup”, “restoration costs”, “fines and penalties” and/or “claims expenses” in excess of the Deductible shown in the Declarations. The Deductible amount does not reduce the Each Incident Limit, the Aggregate Limit or the Aggregate Claims Expense Limit. We may advance payment of part or all of the Deductible amount and, upon notification of such payment made, the insured shall promptly reimburse us. Payment of defense or amounts within the Deductible will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

SECTION IV – CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Pollution Incident or Claim.

- a. It is a condition precedent to coverage under this Policy that:

- (1) Notice of “claim”:

In the event of a “claim” under **Coverage A**, the insured shall give us written notice as soon as practicable after receipt of the “claim” by the insured.

- (2) Notice of “confirmed release”:

In the event that a “pollution incident” has taken place which the insured has verified as a “confirmed release”, the insured must report such “confirmed release, in writing, as soon as possible but in any event no later than (15) fifteen days after verifying the “confirmed release”.

- (3) When a “claim” has been made and/or reported as required herein or a “confirmed release” has been discovered and reported as required herein, the insured must forward to us as soon as practicable after receipt, or receipt by its representative or agent, all of the following:

- (a) All technical reports, laboratory data, field notes or any other documents generated by or on behalf of the insured to investigate or abate a “pollution incident” or to implement “corrective action” or “cleanup”.

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For “claims” or covered “confirmed releases” under **Coverage B** and/or **Coverage C**, the insured shall also forward documentation of the release, detection tests or procedures, such as system tightness tests or site checks, undertaken to investigate a suspected “pollution incident” and verify that a “confirmed release” has taken place;

- (b) All correspondence between the insured and any third party claimant, including but not limited to any government agency;
 - (c) All demands, summons, notices or other processes or papers from a court of law, administrative agency or an investigative body;
 - (d) All expert reports, investigations and data collected by experts retained by the insured whether or not the insured intends to use the material for any purpose; and
 - (e) Any other information developed, discovered and/or possessed by the insured concerning the “claim” or “confirmed release”.
- b. No costs, charges and expenses shall be incurred without our prior written approval for:
- (1) the defense, investigation, or adjustment of “claims” or actions to which **SECTION I**, Paragraph 2., **Defense**, applies;
 - (2) preparing, developing, modifying or implementing a “corrective action” plan undertaken as part of a covered “corrective action”;
 - (3) “cleanup”; or
 - (4) “restoration costs”.
- c. The insured shall not admit or assume any liabilities or settle any “claims” without our prior written consent.
- d. The insured shall cooperate with us to the fullest extent possible by providing the assistance necessary to adjust, investigate and defend the “claim” or “confirmed release” under **Coverage A**, **Coverage B** or **Coverage C**. The insured agrees to provide us full access to interview any employee, agent, representative or independent contractor of the insured and to review any of the insured’s documents concerning the “claim” or “confirmed release”.
- e. We shall have the right but not the duty to participate in decisions regarding “corrective action”, “cleanup” and “restoration costs”, and to assume direct control over all aspects of such “corrective action”, “cleanup” and “restoration costs”, and the adjustment of any “claim” under **Coverage A**, **Coverage B** or **Coverage C**, up to the limit of insurance. If we exercise our rights under this paragraph, the insured shall participate in discussions regarding “corrective action”, “cleanup” and “restoration costs”, and performance of “corrective action”, “cleanup” and “restoration costs”.
- 3. Legal Action Against Us.**
- No person or organization has a right under this policy:
- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
 - b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

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4. Other Insurance.

- a. Where other insurance is available to an insured for damages for “bodily injury” or “property damage” or for costs for “corrective action” or “cleanup” covered under the terms and conditions of the Policy, our obligation to the insured shall be as follows:
 - (1) This insurance shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the insured while acting as a self-insured for any coverage.
 - (2) Where this insurance is excess insurance, we will pay only our share of the total amount of damage for “bodily injury” or “property damage” and costs for “corrective action” or “cleanup”, if any, that exceeds the sum of:
 - (a) The total amount of all such other valid insurance, whether collectible or not; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- b. When this insurance is excess, we will have no duty to defend any “claim” or civil or administrative action that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so in accordance with Paragraph 2., **Defense** of the **INSURING AGREEMENT (SECTION I)**, but we will be entitled to the insured’s rights against all those other insurers.

5. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations and application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

7. Cancellation.

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2. 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The “policy period” will end on that date.

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- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. Changes.

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

9. Inspections And Surveys.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not manage or exercise control over any premises or any "underground storage tank system" or "aboveground storage tank system", nor are we in control of any source of a "regulated substance". We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

10. Premiums.

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

11. Transfer Of Your Rights And Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

12. Notice When A limit Of Insurance Is Used Up.

As soon as is practicable after we have knowledge that a Limit of Insurance is used up, we will notify the first Named Insured in writing. Any failure by us to provide any notice under this paragraph will not have the effect of increasing any Limit of Insurance.

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13. Transfer Of Duties When A Limit of Insurance Is Used Up.

- a. When we terminate our defense because a Limit of Insurance has been used up in payment of judgments and/or settlements, the Aggregate Claims Expense Limit is used up in the payment of “claims expenses” or pursuant to any provision of the policy:
 - (1) We will notify the Named Insured and any insured against whom a “claim” is pending, in writing, as soon as practicable, that we will no longer defend the insured or pay any “claims expenses.”
 - (2) The Named Insured and any insured against whom a “claim” is pending will, as soon as practicable, arrange for the transfer of control of the defense of all such “claims” and against any insured.
 - (3) We will assist in, and all insureds must cooperate in, the transfer of control of the defense of all “claims” which are subject to that limit and which are reported to us before that limit is used up.
 - (4) We will take steps we deem appropriate to avoid a default in, or continue the defense of, such “claims” until the transfer is completed, provided the appropriate insured is cooperating in completing such transfer. The Named Insured and any insured against whom a “claim” is pending will reimburse us for any expenses we incur (for which expenses each Named Insured and each insured against whom a “claim” is pending are jointly and severally liable) to take such steps on and after the date on which the applicable Limit of Insurance is used up.
 - (5) We will take no action whatsoever with respect to any “claim” reported to us after the applicable Limit of Insurance has been used up.
- b. The duty to reimburse us will begin on the date the applicable Limit of Insurance is used up. The exhaustion of any Limit of Insurance, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

14. Duplicate Policies Provided to Governmental Agencies.

Whenever requested by a governmental agency or the insured, we agree to provide a signed duplicate original of the policy and any endorsements.

15. Financial Responsibility and Reimbursement

If this policy is issued to certify your compliance with the federal Environmental Protection Agency financial responsibility requirements or requirements of any “environmental law” imposed on you as an owner or operator of an “underground storage tank system” or “aboveground storage tank system” and we make payment accordingly, you agree to reimburse us for any payment made by us on your behalf which we would not have been obligated to make under the terms of this policy. Payment by us under this paragraph will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

SECTION V – EXTENDED REPORTING PERIOD

1. You shall be entitled to an Extended Reporting Period if this policy is cancelled or nonrenewed by you or by us. The Extended Reporting Period shall not apply where:
 - (1) The Policy is terminated for fraud or non-payment of premium; or
 - (2) The Insured has purchased other insurance to replace the insurance provided under this Policy.
- a. With regard to an individual “covered location”, you shall be entitled to an Extended Reporting Period if coverage for such location is terminated because:

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- (1) Coverage for the “covered location” is deleted from this Policy by us; or
- (2) The “covered location” is:
 - (a) sold;
 - (b) given away;
 - (c) abandoned; or
 - (d) sub-leased, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.
2. The Extended Reporting Period will not extend the “policy period”, change the scope of coverage provided or reinstate or increase the Limits of Insurance. The Extended Reporting Period will apply only to “claims”:
 - a. Under **Coverage A** first made and reported; or
 - b. Under **Coverage B** or **Coverage C** first reported;

during the Extended Reporting Period and arising out of “pollution incidents” that occur before the end of the “policy period” but not before the Retroactive Date, if any, shown in the Declarations. Any such “claim” will be deemed first made and reported under **Coverage A**, or first reported under **Coverage B** or **Coverage C**, on the last day of the “policy period”.

3. You shall be entitled to an Automatic Extended Reporting Period for a period of one-hundred eighty (180) days starting upon cancellation, nonrenewal, or termination of coverage as described above for no additional premium. This Automatic Extended Reporting Period shall not apply where the Named Insured has purchased the Optional Extended Reporting Period under paragraph 4. Below.
4. An Optional Extended Reporting Period of thirty-six (36) months is available, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts upon cancellation, nonrenewal, or termination of coverage as described above. Once in effect, the Optional Extended Reporting Period may not be cancelled.

You must give us a written request for to purchase the Optional Extended Reporting Period within 30 days after the termination of coverage. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium will not exceed 200% of the annual premium for this Policy.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for “claims” first received during such period is excess over any other valid and collectible insurance.

SECTION VI – DEFINITIONS

1. “Aboveground storage tank system” means any stationary tank, including any piping and appurtenances connected to the tank designated in Item 6 of the Declarations, provided such tank and any piping and appurtenances connected to the tank:
 - a. are on or at a “covered location”;
 - b. are used solely to contain “regulated substances”, hazardous waste or other waste product; and
 - c. has less than ten (10) percent of its volume beneath the surface of the ground.

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2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
3. “Bodily injury” means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. “Bodily injury” shall also include medical monitoring costs.
4. “Claim” means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.
5. “Claims expenses” means:
 - a. (1) fees, salaries and expenses of attorneys, legal interns and paralegals we retain (including our own employees); and
(2) all other expenses we incur; that are directly allocable to the “claim”.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim”, including actual loss of earnings up to \$100 a day because of time off from work.
 - d. All costs taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
6. “Cleanup” means:
 - a. activities to the extent required pursuant to “environmental laws” undertaken to remove, abate, contain, treat, detoxify or neutralize “pollutants”, or to assess, test for or monitor the effects of “pollutants”.
 - b. “corrective action”.

“Cleanup” shall not include the removal, repair, upgrade, maintenance or replacement of any “underground storage tank system” or “aboveground storage tank system”.
7. “Confirmed release” means a “pollution incident” from an “underground storage tank system” or an “aboveground storage tank system” that has been investigated and verified by or on behalf of the insured utilizing a system tightness check, site check or other procedure approved by the “implementing agency” in accordance with 40 C.F.R. 280.52 or another applicable federal or state regulation or state statute.
8. “Corrective action” means response to a “confirmed release” as legally required by:
 - a. Subpart F of the federal underground storage tank regulations, 40 C.F.R. 280.60 through 280.66, 40 C.F.R. 280.72, or any other applicable federal regulations; or
 - b. Any applicable regulations promulgated by a state under an underground storage tank program approved by the federal Environmental Protection Agency in accordance with section 9004 of the Resource Conservation and Recovery Act of 1976, as amended.

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9. "Covered location" means any location designated in Item 6 of the Declarations and includes above, on and below the surface of the location, as well as the groundwater below the location.
10. "Environmental laws" means the following statutes, any amendments thereto, any regulations promulgated thereunder; and any similar statutes or regulations of any state or province, or political subdivision thereof, of the United States or Canada in effect at the commencement of the "policy period": 1) the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. 9601-9675; 2) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901-6992K; and 3) the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. "Environmental laws" includes any amendments to the statutes or regulations described above enacted or promulgated subsequent to the binder of coverage.
11. "Fines and penalties" means punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law.
12. "Implementing agency" means the federal Environmental Protection Agency (E.P.A.) or a state or local agency having jurisdiction over the "underground storage tank system" pursuant to an underground storage tank program approved by the federal E.P.A. in accordance with section 9004 of the Resource Conservation and Recovery Act of 1976, as amended, or other applicable statutes.
13. "Natural resource damages" means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribes.
14. "Policy period" means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
 - a. cancellation of this Policy; or
 - b. with respect to an individual "covered location":
 - (1) the deletion of such location from this Policy by us; or
 - (2) the sale, giving away or abandonment of such location, or the sub-leasing of such location, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.
15. "Pollutants" means:
 - a. With regard to "pollution incidents" from "aboveground storage tanks", any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - b. With regard to "pollution incidents" from "underground storage tank systems", one or more "regulated substances".
16. "Pollution incident" means any spilling, leaking, emitting, discharging, escaping or leaching of "pollutants" from an "aboveground storage tank system" or an "underground storage tank system" designated in Item 6 of the Declarations on, in, into, or upon land, structures, the atmosphere, any watercourse or body of water including surface water or groundwater.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

The entirety of the same, interrelated, associated, repeated or continuous episodes of “pollution incidents” from the same “aboveground storage tank system” or “underground storage tank system” shall be deemed to be a single “pollution incident” commencing at the time of the initial “pollution incident”.

17. “Property damage” means:
- a. Physical injury to or destruction of tangible property of parties other than the insured, including the resulting loss of use of that property;
 - b. Loss of use of tangible property of by parties other than the insured, that is not physically injured or destroyed.
 - c. Diminished value of property owned by parties other than the insured.
 - d. “Natural resource damages”.
18. “Regulated substance” means:
- a. petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure.
 - b. hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (but not including any substance regulated as hazardous under Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended).
19. “Responsible insured” means:
- a. The manager or supervisor of the insured responsible for environmental affairs or health and safety affairs, control or compliance at a “covered location”;
 - b. The manager of a “covered location”; or
 - c. Any officer, director, risk manager or partner of the insured.
20. “Restoration costs” means reasonable and necessary costs incurred by the insured, with the company’s prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered “cleanup” in response to a “pollution incident” to which this policy applies. No coverage for “restoration costs” shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. “Restoration costs” shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work shall be made by the company, in its reasonable judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, the company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property. Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the company in its sole discretion. “Restoration costs” shall not include any costs due to or associated with the removal, repair, upgrade, maintenance or replacement of any “underground storage tank system” or “aboveground storage tank system”.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

21. “Underground storage tank system” means any tank, including any piping and appurtenances connected to the tank, designated in Item 6 of the Declarations provided such tank and any piping and appurtenances connected to the tank:
- a. are on, at or under a “covered location”;
 - b. are used solely to contain “regulated substances”; and
 - c. has at least ten (10) percent of its volume beneath the surface of the ground.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8163

DATE: June 3, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Annual Tree Trimming Contract Service

PURPOSE: Request purchase approval for one qualified company to provide annual power line right-of-way tree trimming service and vegetation control in and around the City's power distribution lines with a focus on the 152 plus miles of main feeder line.

REASON: To insure the City's power distribution lines are maintained to the highest level of reliability by insuring that effective tree and vegetation control services are provided to minimize the risk of tree and other vegetation contact with high voltage power distribution lines. The current schedule is to side trim power lines every 3 years, or about 50 miles of power line per year, or approximately 1500 spans.

RECOMMENDATION: Approve W. A Kendall Inc as the City's annual power line right-of-way tree trimming contract for FY 2021.

BACKGROUND: College Park operates eight power substations distributing electricity throughout its service territory through 27 main line feeder circuits and over 152 miles of main feeder lines. Trees and other vegetation are the largest single hazard and detriment to reliability for any power distribution system. An important part of maintaining a very high standard of reliability is a constant power line right of way tree trimming program to insure the risk of outage and damage due to this source is maintained at the lowest level. The proof has been in the past storms we've experienced and the quick restoration time.

The City of College Park, through a subscription service with Electric Cities of Georgia (ECG), receives the benefit of a bulk RFP for all Cities receiving the service from ECG. Prices for this tree trimming service through ECG are lower than the City could obtain on its own.

For FY 2020 - 2021, ECG has received state-wide contract bid pricing from only 2 qualified power line tree trimming services: Trees Unlimited and W. A. Kendall. We recommend the lowest bid of \$140.49 per crew hour from W. A. Kendall.

Based on the budgeted amount, the crew will only be used for 9 months in 2020-2021.

This Contract does contain an early termination option with a 30-day notice.

COST TO CITY: \$200,000.00

BUDGETED ITEM: Yes; Account 510-4600-52-5780 - Grounds

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department

ATTACHMENTS:

- Tree Trimming Bid Matrix for 2020-2021 (PDF)
- ECG's Right of Way Clearing Bids (PDF)
- Tree Trimming Contract 2020 - 2021 (PDF)

Review:

- Hugh Richardson Completed 06/03/2020 2:35 PM
- City Attorney's Office Completed 06/03/2020 4:52 PM
- Rosylene Robinson Completed 06/07/2020 3:23 PM
- Terrence R. Moore Completed 06/07/2020 3:46 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

Right of Way Clearing and Maintenance Service
Bid Tabulations
Provided by Electric Cities of Georgia

3-Person Crew , bucket truck, chip truck, chipper, saws

Trees
Unlimited
W. A.
Kendall

Minority Owned	Located in College Park	Previous Business in CP	Hourly	Weekly	Annual
No	No	Yes	145.00	\$5,800.00	\$301,600.00
No	No	No	140.49	\$5,619.60	\$292,219.20

2020 Recommendation
Electric Right of Way Clearing and Maintenance Service

Bid No. 19-025

Price Notification Change

*** The Alternate Award Contractor has issued a price increase noted below that goes into effect 6/1/2020**

	Primary Award	Alternate Award
	W.A Kindall	Trees Unlimited
Albany	\$140.49	\$145.00
Cairo	\$140.49	\$145.00
Calhoun	\$140.49	\$145.00
Cartersville	\$140.49	\$145.00
College Park	\$140.49	\$145.00
Commerce	\$140.49	\$145.00
Douglas	\$140.49	\$145.00
East Point	\$140.49	\$145.00
Fairburn	\$140.49	\$145.00
Fitzgerald	\$140.49	\$145.00
Fort Valley	\$140.49	\$145.00
Grantville	\$140.49	\$145.00
Griffin	\$140.49	\$145.00
Lafayette	\$140.49	\$145.00
LaGrange	\$140.49	\$145.00
Lawrenceville	\$140.49	\$145.00
Mansfield	\$140.49	\$145.00
Monroe	\$140.49	\$145.00
Norcross	\$140.49	\$145.00
Quitman	\$140.49	\$145.00
Sandersville	\$140.49	\$145.00
Sylvester	\$140.49	\$145.00
Thomaston	\$140.49	\$145.00
West Point	\$140.49	\$145.00

***Hourly rate, 3 Man Crew as specified**

Contact Info:

Trees Unlimited	Sawyer Hicks	(706) 512-7222
W. A. Kindall	Craig Faulk	(770) 235-6344
ECG	Chris Carter	(404) 725-5679
ECG	Shannon Compton	(770) 689-8984

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR PROVISION OF ONGOING SERVICES

This Agreement made and entered into this ____ day of _____, 2020, between the City of College Park, Georgia (hereinafter "the City") and **W. A. Kendall**, (hereinafter "the Contractor"), witnesseth:

WHEREAS, the City is contracting with the Contractor to provide the services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: the Contractor shall provide the following services on an ongoing basis as requested by the City and specified in this document:

See Proposal Exhibit B attached and hereby incorporated into this Agreement.

2. **COSTS**: Upon completion of services rendered, and detailed invoice submitted by the Contractor for those services, the City shall pay and the Contractor shall receive the prices stipulated in Exhibit B hereto attached as full compensation for everything furnished by the Contractor, relative to the above described services, which prices shall be paid in the manner and under the terms specified by the City. The Contractor agrees to be reimbursed on a monthly basis per the price or prices listed in Exhibit B, with the understanding that the City guarantees no maximum or minimum quantity of work.
3. **TERM OF AGREEMENT**: The term of this Agreement (hereinafter "Term") shall commence on or after the first day of July 2020. The Agreement shall remain in effect until June 30, 2021.
4. **RENEWAL PROVISIONS**: This agreement contains no renewal provisions. The terms of this agreement are outlined in paragraph 3 above and described in Exhibit B.
5. **EARLY TERMINATION**: In the event the City determines that continuation of this Agreement is no longer convenient or otherwise beneficial to the City, the City shall be allowed to withdraw from this Agreement upon written notice to Contractor. Such notice shall be provided to Contractor at least thirty (30) days prior to the City withdrawing from this Agreement.
6. **CONTRACTOR'S AFFIDAVIT**: The Contractor, as a condition of final payment, shall issue an affidavit attesting that Contractor has paid in full all subcontractors and materialmen utilized by Contractor in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and material men.
7. **WARRANTY ON SERVICES**: The Contractor warrants its workmanship to be free from defects as follows:

As set forth in Exhibit B.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall address the defect in a timely manner to the satisfaction of and at no expense to the City.

8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Contract as Exhibit A and hereby incorporated into this Contract.
9. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. **DEFAULT PROVISIONS:** In the event that the Contractor defaults, the parties agree that the City may procure the above described services from an alternative source. A default by the Contractor shall occur in the event the Contractor:
- 1) fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) fails to provide services of a reasonable quality;
 - 3) fails to perform within a reasonable time;
 - 4) fails to adhere to the insurance requirements listed in the Risk Management Requirements.
11. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Contractor to the City.
12. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of

action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

13. **FEDERAL WORK AUTHORIZATION PROGRAM**: Contractor shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

W. A. Kendall

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

CITY OF COLLEGE PARK, GEORGIA

RISK MANAGEMENT REQUIREMENTS

CONTRACTS FOR MORE THAN \$100,000

- A. For public works contracts, surety performance and payment bonds each in the amount of at least the total amount payable by the terms of the contract.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.
 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.
 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

\$1,000,000 Per Occurrence
 \$1,000,000 Personal and Advertising
 \$ 50,000 Fire Damage*
 \$ 5,000 Medical Payments*
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations per Occurrence and
 Aggregate

*These are automatic minimums.

4. **Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.
5. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

CONTRACTS FOR UP TO \$100,000

- A. For public works contracts, surety performance and payment bonds in the City’s discretion where the contract amount is greater than \$20,000.00.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
 - 1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
 - 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 - 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

- \$1,000,000 Per Occurrence
- \$1,000,000 Personal and Advertising
- \$ 50,000 Fire Damage*
- \$ 5,000 Medical Payments*
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

- 4. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

Before the start of any work, the Contractor shall furnish to the City:

- A. Certificates of Insurance manifesting that the applicable above mentioned requirements have been met, all certificates to contain:
1. The name of the Insurance Company
 2. Policy Number
 3. Policy inception and expiration dates
 4. Name and address of insured
 5. Name and address of agent
 6. Limits of liability
 7. Type of insurance coverage
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage
 9. Statement that the policy applies to the project number or job concerned
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract;

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

EXHIBIT B

SECTION I

SERVICES REQUIRED

The City of College Park requires provision of distribution line and right-of-way clearing and tree trimming services during the fiscal year July 1, 2019 through June 30, 2020. The services required are for vegetation / tree / brush clearing and trimming of existing and proposed electric distribution lines, City utility and other rights-of-way, and general trimming and clearing as deemed necessary by the City. Projects may vary in scope from small maintenance jobs requiring little time and effort, to major construction projects requiring concentrated efforts of manpower and machinery to complete. These projects may include any or all types of trimming from simple brush clearing for City signage, to complex tree trimming and removal to accommodate new construction or existing lines. Specific work assignments will require close coordination and with the Power Department's Line Division and senior staff to define the scope of work for any given assignment. The City reserves the right to change assignments as needed to meet project schedules.

Required crew and equipment compliment for the contract period covered by this agreement are:

- one qualified and experienced foreman/trimmer;
- one qualified and experienced operator/trimmer;
- one groundman/laborer.
- One 55 foot aerial lift
- One covered dump body chipper truck
- One chipper
- All necessary and appropriate personal, hand, and construction tools and equipment to perform the contracted services safely and effectively.

The City reserves the right to request an adjustment in the number of personnel and amount of equipment used for any task with reasonable notice to the Contractor. Such adjustments to personnel and equipment will be billed hourly as defined in the fee schedule.

The City guarantees no minimum or maximum quantity of work.

The period to be covered by this Contract shall be the twelve (12) month period from July 01, 2020 to June 30, 2021.

SECTION II

COST BASIS

1. Each workday will be either eight (8) or ten (10) hours as mutually agreed, and once agreed that workday length will not change without prior mutual agreement;
2. Unless specifically agreed to in writing by the Contractor and the City, each workweek will consist of forty (40) hours;
3. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules and regulations that apply to the work being performed.
4. Overtime or premium pay is expressly excluded and will not be paid unless approved beforehand by authorized City personnel.
5. No work shall be performed on days that are not normal and authorized City work days, such as on weekends and holidays unless approved beforehand by authorized City personnel.

EXHIBIT B

SECTION III

FEE SCHEDULE

The following defines the minimum crew and equipment compliment as required by the City of College Park, and as obtained and communicated by Electric Cities of Georgia for the contract term of this agreement.

PERSONNEL

1. Foreman/Operator
2. Trimmer/Operator
3. Groundman

EQUIPMENT

1. Minimum 55' Aerial Lift
2. Covered Dump Body Truck
3. Chipper w/drum – minimum 12"
4. All saws, rope/line, other hardware, material and equipment

Lump Sum Hourly Price as obtained and communicated by Electric Cities of Georgia is **\$140.49** per hour for the required personnel and equipment listed in Sections I and III above.

The Contractor shall furnish without additional cost all powered and non-powered tools and equipment required to perform the services described above.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8169

DATE: June 7, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Annual Power Line Construction Contractor

PURPOSE: Request approval for one qualified company to provide power line construction services for FY 2020.

REASON: To ensure that new construction and specialized maintenance activities are performed to the highest levels of skill and professional standards by acquiring such services from the most reliable and economical sources available.

RECOMMENDATION: Approve Prosource Utility Contractors, LLC for its low hourly pricing bid as the City's FY 2021 annual contractor for power line construction.

This contract does include an early termination option with a 30-day notice.

BACKGROUND: The Power Department contracts annually with a qualified line construction provider to assist with specific jobs and projects to help meet deadlines and provide specialized construction services. Attached is a list of major projects that have to be completed or started just before or during the next fiscal year. This list does not include other activities such as storm restoration, overhead and underground line repairs, individual residential and commercial services, lighting repairs holiday lighting & banner installations, and other City department assistance, most of which will be completed by the College Park Power crews.

Below are some of the major projects completed or underway in the current fiscal year:

Multipurpose Arena at GICC - Auto Transfer Switch Installation
 Temple Square Apartments Service & Decorative Lighting
 Godby Road & Southampton Road Decorative Lighting
 College St. Conductor & Pole Replacement - Phase 2
 AC Choice Hotel Underground Service
 ATL West Parking Deck Service

LED Lighting Upgrades - 650+

Upcoming Major Projects for FY 2021:

Hawthorne Subdivision Underground Service & Lighting
 Sheraton Hotel Underground Service
 Hospitality Way Development
 Lakeshore Drive Decorative Lighting
 LED Lighting Upgrades - 250+

Possible Major Project: Block Data Communications Expansion

COST TO CITY: \$735,384 for anticipated underground and overhead projects.

BUDGETED ITEM: Yes; Electric Improvements 510-4600-54-7710, Street Lighting 510-4600-54-7860, Other System Improvements 510-4600-54-7850; R & M Distribution System 510-4600-52-5790, Capital Improvement Fund 510-4600-54-7700; Contractual Service 510-4600-52-6141

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department.

ATTACHMENTS:

- Electrical Contractor Bid Matrix for 2021 (PDF)
- Prosource Contract for FY 2021 (PDF)
- Agenda Memo ID #2020-8169 - RFP - ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - 060320 (PDF)
- ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - Spec (PDF)

Review:

- Hugh Richardson Completed 06/03/2020 2:31 PM
- Purchasing Completed 06/03/2020 2:52 PM
- City Attorney's Office Completed 06/03/2020 5:01 PM
- Rosyline Robinson Completed 06/07/2020 3:22 PM
- Finance Completed 06/10/2020 11:53 AM
- Terrence R. Moore Completed 06/10/2020 6:37 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

FY 2021 Annual Contract Bids:	ProSource	Lee Electrical
Minority Business Owner	FBE	No
Located in College Park	No	No
Previous Work With College Park	Yes	No
Working Foreman	54.01	80.00
Cable Splicer	48.05	70.00
Lineman 1	49.90	75.00
Lineman 2	45.20	65.00
Lineman 3	37.61	60.00
Trainee	32.71	50.00
Apprentice 2	33.94	50.00
Apprentice 3	37.68	50.00
Equipment Operator	38.05	45.00
Groundman	31.90	40.00
Pickup Truck	9.91	14.00
Service Truck	11.95	18.00
Line Truck	27.50	28.00
Knuckleboom	14.00	22.00
Pole Trailer	4.00	50.00
Wire Trailer & Tensioner	6.80	25.00
Bucket Truck 48-52'	21.62	28.00
Bucket Truck 65'	28.50	34.00
Rubber Tire Backhoe	19.98	22.00
Trackhoe Mounted Excavator	14.78	70.00
Dump Truck	14.00	20.00
Self Powered Compactor	8.50	20.00
Gas Power Water Pump	2.00	10.00
Generator	2.00	3.31
Vault Monitor	1.98	15.00
Direct Bore Single 2"	49.00	100.00
Direct Bore Multi 2"	54.00	100.00
Direct Bore Single 4"	49.00	150.00
Direct Bore Multi 4"	54.00	150.00
Direct Bore Single 6"	59.00	200.00
Direct Bore Multi 6"	59.00	100.00
Mud Vac	19.41	10.00
Typical Overhead Crew	\$283.80	\$395.00
Typical Underground Crew	\$211.65	\$421.00
Total Crew Cost Per Hour	\$495.45	\$816.00
Total Crew Cost Per Week	\$19,818.00	\$32,640.00
Estimated Underground Crew Use for 2020 - 2021 Projects	\$440,232.00	\$875,680.00
Estimated Overhead Crew Use for 2020 - 2021 Projects	\$295,152.00	\$410,800.00
Total Estimated Project Cost	\$735,384.00	\$1,286,480.00

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PROVISION OF ONGOING SERVICES

This Agreement made and entered into this ____ day of _____, 2020, between the City of College Park, Georgia (hereinafter "the City") and **Prosource Utility Contractors, LLC** (hereinafter "the Contractor), witnesseth:

WHEREAS, the City is contracting with the Contractor to provide the services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: the Contractor shall provide the services as described in Exhibit B on a project basis as requested by the City.
2. **COSTS**: Upon completion of each individual construction project, the City shall pay and the Contractor shall receive the prices stipulated in Exhibit B hereto attached as full compensation for everything furnished by the Contractor, relative to the above described services, which prices shall be paid in the manner and under the terms specified by the City. The Contractor agrees to be reimbursed on a weekly basis per the price or prices listed in the Request for Proposal (Exhibit B) with the understanding that the City guarantees no maximum or minimum work.
3. **TERM OF AGREEMENT**: The term of this Agreement shall commence on the first day of July 2020. The Agreement shall remain in effect until June 30, 2021.
4. **RENEWAL PROVISIONS**: This agreement contains no renewal agreement. The terms of this Agreement are outlined in paragraph 3 above and described in Exhibit B – Services Required, paragraph 4.
5. **EARLY TERMINATION**: Notwithstanding Paragraph 3 of this Agreement, in the event the City determines that continuation of this Agreement is no longer convenient or otherwise beneficial to the City, the City shall be allowed to withdraw from this Agreement upon written notice to Contractor. Such notice shall be provided to Contractor at least thirty (30) days prior to the City withdrawing from this Agreement.
6. **INITIATION OF INDIVIDUAL PROJECTS**: Each individual construction project shall begin with a Work Order as described in Exhibit B and incorporated into the terms hereby agreed to. The Contractor agrees to the terms and conditions contained in the Work Order; however, in the event of a conflict between the terms of this Agreement and the terms of the Work Order, the terms of this Agreement shall control.
7. **CONTRACTOR'S AFFIDAVIT**: The Contractor, as a condition of final payment, shall issue an affidavit attesting that Contractor has paid in full all subcontractors and material vendors

utilized by Contractor in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and material vendors.

8. **WARRANTY ON SERVICES:** The Contractor warrants its workmanship to be free from defects as follows:

As set forth in the Request for Proposal (Exhibit B)

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the City.

9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Contract as Exhibit A and hereby incorporated into this Contract.

10. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. **DEFAULT PROVISIONS:** In the event that the Contractor defaults, the parties agree that the City may procure the above described services from an alternative source. A default by the Contractor shall occur in the event the Contractor:
- 1) fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) fails to provide services of a reasonable quality;
 - 3) fails to perform within a reasonable time;
 - 4) fails to adhere to the insurance requirements listed in the Risk Management Requirements.
12. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Contractor to the City.

13. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

14. **FEDERAL WORK AUTHORIZATION PROGRAM:** Contractor shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

THE CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

CITY OF COLLEGE PARK, GEORGIA

RISK MANAGEMENT REQUIREMENTS

CONTRACTS FOR MORE THAN \$100,000

- A. For public works contracts, surety performance and payment bonds each in the amount of at least the total amount payable by the terms of the contract.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
 - 1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.
 - 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.
 - 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

\$1,000,000 Per Occurrence
 \$1,000,000 Personal and Advertising
 \$ 50,000 Fire Damage*
 \$ 5,000 Medical Payments*
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

- 4. **Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.
- 5. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)**CONTRACTS FOR UP TO \$100,000**

- A. For public works contracts, surety performance and payment bonds in the City's discretion where the contract amount is greater than \$20,000.00.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

\$1,000,000 Per Occurrence
 \$1,000,000 Personal and Advertising
 \$ 50,000 Fire Damage*
 \$ 5,000 Medical Payments*
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

4. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

Before the start of any work, the Contractor shall furnish to the City:

- A. Certificates of Insurance manifesting that the applicable above mentioned requirements have been met, all certificates to contain:
1. The name of the Insurance Company
 2. Policy Number
 3. Policy inception and expiration dates
 4. Name and address of insured
 5. Name and address of agent
 6. Limits of liability
 7. Type of insurance coverage
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage
 9. Statement that the policy applies to the project number or job concerned
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract;

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

EXHIBIT B

SECTION I

SERVICES REQUIRED

The service capabilities required are for projects that include overhead and underground line construction services, as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrestor, etc replacement.

Projects may vary in scope from small maintenance jobs requiring 1 – 5 days to complete, to major construction projects requiring several weeks to several months to complete. These projects may include any or all construction types from simple overhead or direct bury underground construction, to complex multi-circuit overhead and/or concrete encased duct system underground construction. Generally, a minimum of one week notice, more on larger projects, will be given between a specific request for services and expected start times. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by the City. Upon agreement, a start time will be defined for the work to begin. When possible, the City will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by the City.

The City reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a work task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined in the fee schedule.

The work assignments will occur in individual Work Orders, which will be on an hourly basis or by mutually agreed upon lump sum amounts for each Work Order. While working on an hourly basis, the City reserves the right to change assignments between Orders as needed to meet project schedules.

The period to be covered by this agreement shall be the 12 - month period from a date on or after July 01, 2020 through June 30, 2021. For any projects on which significant work has been started by the contractor and not completed prior to the end of the contract period, a contract extension may be granted where the City and the Contractor agree that the prices and conditions covered under the current contract shall remain in force covering the period required to complete the projects in question.

SECTION II

CONTRACT

With the Proposal, the Contractor shall submit four copies of the attached Contract with original signature to cover the defined services, executed by an authorized person for the Contractor and ready for selection and execution by the City. The attached Contract Form will become the basis for the final agreement, subject to legal review and final agreement on the terms of the Contract.

EXHIBIT B (Continued)

SECTION III

WORK ORDERS

A Work Order can be as simple as a verbal assignment to the Contractor's assigned person in charge or as formal as a written agreement with defined work scope and other arrangements defined by that agreement. Each Work Order generally has a specific project name or number that must be used for billing and cost accounting purposes.

SECTION IV

COST BASIS

Proposals will be evaluated on the basis of the City's estimated crew and equipment sizes and types for anticipated Tasks and the cost to the City for the services provided. To provide equal evaluation, the following terms are to be included in the general terms of the proposed contract.

When the contractor is actively engaged in work for the City,

1. A "show up" or daily start location will be assigned and agreed to at the start of each Work Order. Time for charges will start each day at the agreed time from that location. When possible, the City will provide a mutually agreed upon site for the "Show-up" area that is close to the site of the Work Order;
2. Each workday will be either eight (8) or ten (10) hours as mutually agreed per Work Order, and once agreed upon, that workday length will not change without mutual agreement;
3. In the event of inclement weather, there will be a two (2) hour "show up" charge for all labor and equipment assigned to the Work Order;
4. Unless specifically agreed by the Contractor and the City, each work week will consist of forty (40) hours. Overtime pay shall be 1.5 times the stated hourly rate per person. Overtime work requires authorization by the Director of Power or Electric Superintendent, either verbal, email, or written. Overtime work not authorized, will not be paid by the City.
5. For any Contractor provided material that is intended to become integrated into the final work product, the Contractor shall invoice for the actual cost of that material not provided by the City plus a fee as shown in the FEE SCHEDULE for handling;
6. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules that apply to the work being performed.
7. For standby assistance, the assigned person will be paid a minimum of \$75.00 per week or the current College Park Power standby rate to be on-call. Persons called out will be paid a minimum of 2-hours of overtime rate (at 1.5 times the regular rate for personnel) to cover working hours in excess of 40 hours per week. If the call is received within 2 hours of reporting to a normal work day, the overtime pay will be the actual time up to the start of the work day. If the call extends the normal work day, the overtime pay will be the actual time worked.
8. The Contractor shall make available to the City personnel as needed for projects or maintenance and will not remove or release said personnel without approval from authorized personnel with the City and with at least a 24-hour advance notice for emergency work in other areas or states. Authorized personnel shall be the Line Superintendent, Director of Power, or the City Manager.

EXHIBIT B (continued)

SECTION V

FEE SCHEDULE

Any Work Order may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to the City prior to assignment for approval by the City. The following list defines the most common list of labor classifications and equipment anticipated by the Labor and Equipment Contract. This form is for definition of the general classifications desired, and each Contractor should substitute the appropriate names and classifications and grades that apply to that Contractor's proposed Fee Schedule. All fee schedules must include all anticipated classifications that will be billed such as crew leaders, general supervisors, etc.

<u>PERSONNEL</u>	<u>PER HOUR RATE</u>
1. Working Foreman	\$ 54.01
2. Cable splicer	\$ 48.05
3. 1st Class Lineman	\$ 49.90
4. Lineman II	\$ 45.20
5. Lineman III	\$ 37.61
6. Lineman Trainee (Apprentice)	\$ 32.71
7. Apprentice II	\$ 33.94
8. Apprentice III	\$ 37.68
9. Equipment Operator	\$ 38.05
10. Ground man	\$ 31.90
11. Other (Underground Foreman)	\$ _____

EQUIPMENT

The Contractor shall furnish without additional cost all non-powered tools and equipment as needed to complete the Task Order.

	<u>PER HOUR RATE</u>
1. Pickup Truck	\$ 9.91
2. Service Truck	\$ 11.95
3. Line Truck	\$ 27.50
4. Knuckle Boom Truck	\$ 14.00
5. Pole/Material Trailer	\$ 4.00
6. Wire Reel & Tensioner Unit	\$ 6.80
7. Bucket Truck (48' - 52' Reach)	\$ 21.62
8. Bucket Truck (65' Reach)	\$ 28.50
9. Rubber Tired Backhoe	\$ 19.98
10. Track Mounted Excavator	\$ 14.78
11. Dump Truck	\$ 14.00
12. Self Powered Walk Behind Compactor	\$ 8.50
13. Gasoline Powered Water Pumps	\$ 2.00
14. Generators	\$ 2.00
15. Vault monitors and ventilation equipment	\$ 1.98
16. Directional Bore Equipment-Single 2" Conduit	\$ 49.00
17. Directional Bore Equipment-Multiple 2" Conduits	\$ 54.00
18. Directional Bore Equipment-Single 4" Conduit	\$ 49.00
19. Directional Bore Equipment-Multiple 4" Conduits	\$ 54.00
20. Directional Bore Equipment-Single 6" Conduit	\$ 59.00
21. Directional Bore Equipment-Multiple 6" Conduits	\$ 59.00
22. Mud-Vac	\$ 19.41
23. Trencher (>36" Depth)	\$ _____
24. Trencher (< 36" - Walk-behind)	\$ _____
25. Other	\$ _____

EXHIBIT B (continued)MATERIAL

The Contractor shall supply all general and consumable material and products not incorporated into the final installation. This shall include all rubber goods, fuel, rags, towels, and hand tools. All site specific material or tools required that are not provided by the City shall be invoiced at actual cost plus 10% for handling.



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM ID #2020-8169

DATE: JUNE 3, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING COORDINATOR

SUBJECT: RFP - ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - 060320
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Electric Line Distribution Construction Service

Budgeted item(s): Yes, this project was budgeted for the FY2021 fiscal

Recommendation(s): ProSource Utility Contractors is recommended for their low hourly rates for various services

Explanation of recommendation in full:

This RFP was advertised in the South Fulton Neighbor for four (4) weeks beginning May 4, 2020. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from May 4, 2020 thru the close on June 3, 2020 at 9:30 am via the portals.

There was an official bid opening Tuesday, June 3, 2020 at 10:00 am in the Executive Conference Room. Lee Electrical, Pike Electric and ProSource were the only companies to submit a proposal to complete the service(s) for the City.

Not all services will be required from the vendors, see attached proposal bid summary of services from Hugh Richardson.

MEMO

TO: Prospective Electric Utility Contractors
FROM: College Park Power (City of College Park, Georgia)
DATE: April 1, 2020

SUBJECT: Annual Electric Line Distribution Contractor

The City of College Park, Georgia, operates an electrical distribution system, the majority of which is 12.47 KV with limited 25 KV serving specific customers. This system is made up of overhead and underground distribution lines totaling approximately 220 miles. The City has a compliment of electric system operating personnel to perform normal operating, maintenance and limited construction work on the system. However, College Park has need of a contract arrangement to supplement that work force on a project need basis. Therefore, College Park Power request proposals for evaluation for labor and equipment to provide that service.

For all major projects that have adequate notice, a detailed set of engineering plans is prepared and released to construction. In some cases projects may move very quickly from announcement to need of electric service. This has created a need for a full service line contractor capable of providing both overhead and underground line construction services as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrester, etc., replacement.

The desired services included but are not limited to taking design plans and installing facilities, to taking direct on-site instruction and supervision to construct and install the required facilities. In general, electrical construction material will be provided by the City. Occasionally the Contractor may be asked to furnish some material for expediency. In those cases where the contractor is asked to furnish materials, the Contractor will be reimbursed by the City in the form of normal invoice submittals (see RFP Exhibit B, Section V, Fee Schedule, and Material, for additional information).

The successful bidder must be able to provide satisfactory evidence that they are currently performing these services and have been successfully doing so over the most recent 60 months from date of this solicitation. The specific services requested are defined in the following three documents. The first is the Contract Document. Next is Exhibit A, which is the Insurance requirement. Third is Exhibit B, the RFP, which contains the Service Requirement detail.

Your response to this request is appreciated.

Sincerely,



Glen Spivey,
Distribution Engineer

SECTION I

SERVICES REQUIRED

The service capabilities required are for projects that include overhead and underground line construction services, as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrestor, etc replacement.

Projects may vary in scope from small maintenance jobs requiring 1 – 5 days to complete, to major construction projects requiring several weeks to several months to complete. These projects may include any or all construction types from simple overhead or direct bury underground construction, to complex multi-circuit overhead and/or concrete encased duct system underground construction. Generally, a minimum of one week notice, more on larger projects, will be given between a specific request for services and expected start times. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by the City. Upon agreement, a start time will be defined for the work to begin. When possible, the City will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by the City.

The City reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a work task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined in the fee schedule.

The work assignments will occur in individual Task Orders, which will be on an hourly basis or by mutually agreed upon lump sum amounts for each Task Order. While working on an hourly basis, the City reserves the right to change assignments between Orders as needed to meet project schedules.

The period to be covered by this agreement shall be the 12 - month period from a date on or after July 01, 2016 through June 30, 2017. For any projects on which significant work has been started by the contractor and not completed prior to the end of the contract period, a contract extension may be granted where the City and the Contractor agree that the prices and conditions covered under the current contract shall remain in force covering the period required to complete the projects in question.

SECTION II

CONTRACT

With the Proposal, the Contractor shall submit four copies of the attached Contract with original signature to cover the defined services, executed by an authorized person for the Contractor and ready for selection and execution by the City. The attached Contract Form will become the basis for the final agreement, subject to legal review and final agreement on the terms of the Contract.

SECTION III

TASK ORDERS

A Task Order can be as simple as a verbal assignment to the Contractor's assigned person in charge or as formal as a written agreement with defined work scope and other arrangements defined by that agreement. Each Task Order generally has a specific project name or number that must be used for billing and cost accounting purposes.

SECTION IV

COST BASIS

Proposals will be evaluated on the basis of the City’s estimated crew and equipment sizes and types for anticipated Tasks and the cost to the City for the services provided. To provide equal evaluation, the following terms are to be included in the general terms of the proposed contract.

When the contractor is actively engaged in work for the City

1. A “show up” or daily start location will be assigned and agreed to at the start of each Task Order. Time for charges will start each day at the agreed time from that location. When possible, the City will provide a mutually agreed upon site for the “Show-up” area that is close to the site of the Task Order;
2. Each workday will be either eight (8) or ten (10) hours as mutually agreed per Task Order, and once agreed upon, that workday length will not change without mutual agreement;
3. In the event of inclement weather, there will be a two (2) hour “show up” charge for all labor and equipment assigned to the Task Order;
4. Unless specifically agreed by the Contractor and the City, each workweek will consist of forty (40) hours; premium pay and its definition shall be provided by the contractor; premium pay is not authorized, shall not be used and will not be paid by the City unless agreed to in advance by an authorized City representative;
5. For any Contractor provided material that is intended to become integrated into the final work product, the Contractor shall invoice for the actual cost of that material not provided by the City plus a fee as shown in the FEE SCHEDULE for handling;
6. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules that apply to the work being performed.

SECTION V

FEE SCHEDULE

Any Task Order may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to the City prior to assignment for approval by the City. The following list defines the most common list of labor classifications and equipment anticipated by the Labor and Equipment Contract. This form is for definition of the general classifications desired, and each Contractor should substitute the appropriate names and classifications and grades that apply to that Contractor’s proposed Fee Schedule. All fee schedules must include all anticipated classifications that will be billed such as crew leaders, general supervisors, etc.

PERSONNEL

1.	Working Foreman	\$_____	per hour
2.	Cable Splicer(s)	\$_____	per hour
3.	1 st Class Lineman	\$_____	per hour
4.	Lineman II	\$_____	per hour
5.	Lineman III	\$_____	per hour
6.	Lineman Trainee (Apprentice)	\$_____	per hour
7.	Apprentice II	\$_____	per hour
8.	Apprentice III	\$_____	per hour
9.	Equipment Operator	\$_____	per hour
10.	Ground Man	\$_____	per hour
11.	Other	\$_____	per hour

EQUIPMENT

The Contractor shall furnish without additional cost all non-powered tools and equipment as needed to complete the task order.

1.	Pickup Truck(s)	\$ _____	per hour
2.	Service Truck(s)	\$ _____	per hour
3.	Line Truck(s)	\$ _____	per hour
4.	Knuckle Boom Truck(s)	\$ _____	per hour
5.	Pole/Material Trailer(s)	\$ _____	per hour
6.	Wire Reel & Tensioner Unit	\$ _____	per hour
7.	Bucket Truck(s) - (48'- 52' Reach)	\$ _____	per hour
8.	Bucket Truck(s) - (65' Reach)	\$ _____	per hour
9.	Rubber Tired Backhoe(s)	\$ _____	per hour
10.	Track Mounted Excavator	\$ _____	per hour
11.	Dump Truck(s)	\$ _____	per hour
12.	Self-powered Walk Behind Compactor(s)	\$ _____	per hour
13.	Gasoline Powered Water Pump(s)	\$ _____	per hour
14.	Generator(s)	\$ _____	per hour
15.	Vault Monitors and Ventilation Equipment	\$ _____	per hour
16.	Directional Bore Equipment – Single 2” Conduit	\$ _____	per hour
17.	Directional Bore Equipment – Multiple 2” Conduit	\$ _____	per hour
18.	Directional Bore Equipment – Single 4” Conduit	\$ _____	per hour
19.	Directional Bore Equipment – Multiple 4” Conduit	\$ _____	per hour
20.	Directional Bore Equipment – Single 6” Conduit	\$ _____	per hour
21.	Directional Bore Equipment – Multiple 6” Conduit	\$ _____	per hour
22.	Mud-vac	\$ _____	per hour
23.	Other	\$ _____	per hour

MATERIAL

The Contractor shall supply all general and consumable material and products not incorporated into the final installation. This shall include all rubber goods, fuel, rags, towels, and hand tools. All site specific material or tools required that are not provided by the City shall be invoiced at actual cost plus _____ % for handling.

Vendor Contact Name (print) Title

Vendor Contact Signature Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8166

DATE: June 7, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: GICC Carpet Installation Request

PURPOSE: To obtain approval for Mayor and Council to proceed with the installation of new carpeting purchased for the International Ballroom and approved by Mayor and Council November 4, 2019. Refer to attached document.

REASON: To install the new Ballroom carpeting approved by Mayor and Council November 4, 2019.

RECOMMENDATION: Approval by Mayor and Council to proceed with the installation.

BACKGROUND: See Attached information

YEARS OF SERVICE: N/A

COST TO CITY: \$121,475.00

BUDGETED ITEM: Yes Acct #555-4970-54-7640

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:**ATTACHMENTS:**

- GICC Carpet Estimate (PDF)
- Gm47192-1Q9 - Updated Color Codes 2020 (PDF)
- 8J-GICC Ballroom Carpet Replacement (PDF)

Review:

- Mercedes Miller Completed 06/05/2020 1:48 PM
- Purchasing Completed 06/05/2020 2:01 PM
- Rosyline Robinson Completed 06/07/2020 3:06 PM
- Finance Completed 06/10/2020 11:52 AM
- Terrence R. Moore Completed 06/10/2020 6:36 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

Vision Installations

777 Cedarcrest Road
Dallas, GA 30132

Estimate

Date	Estimate #
9/11/2019	20190455













Name / Address
Georgia International Convention Center 2000 Convention Center Concourse Atlanta, Ga. 30337

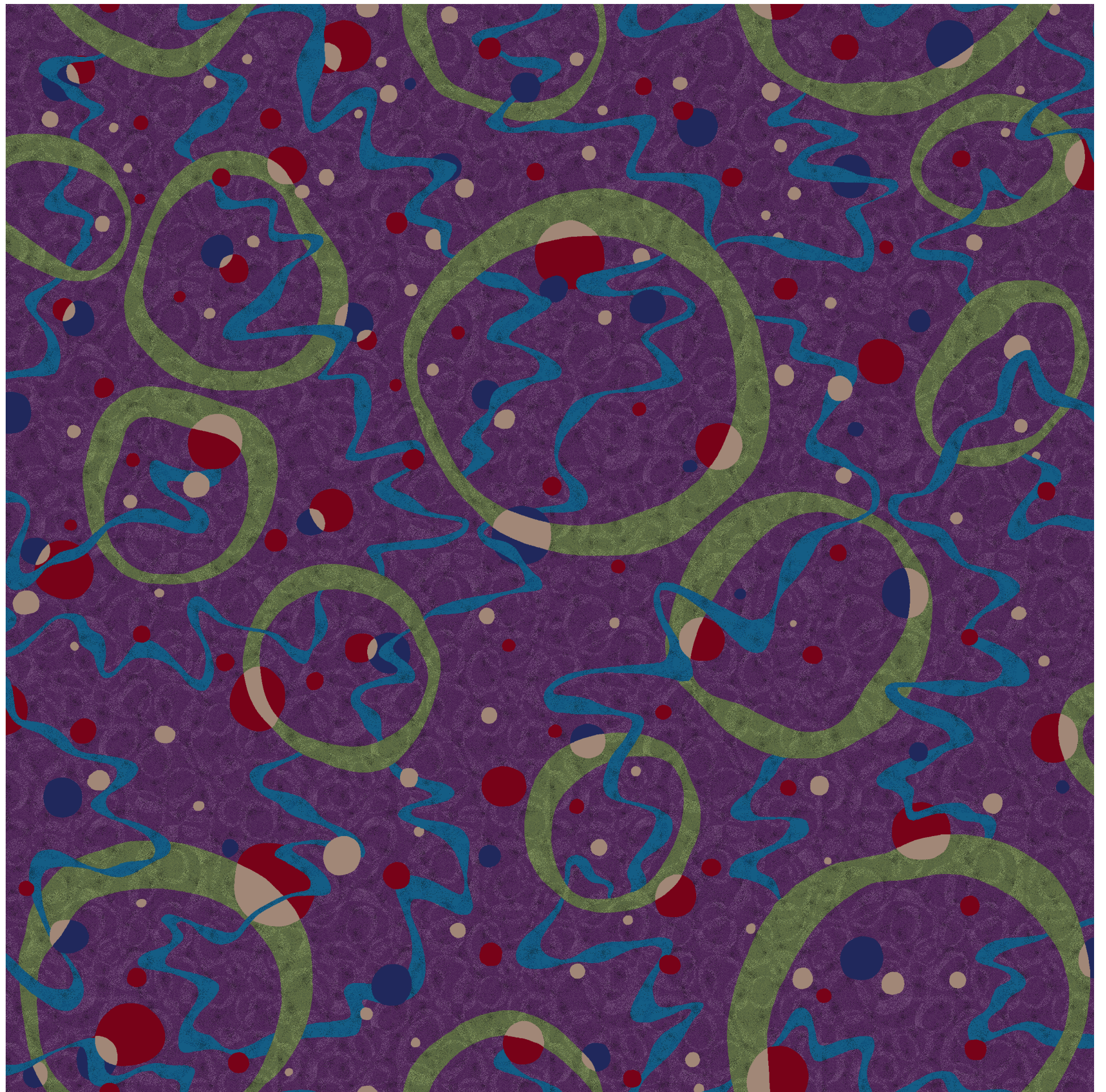
P.O. No.	Project

Description	Qty	Rate	Total
Double Stick Installation	4,710	12.00	56,520.00
Carpet Take Up	4,710	4.00	18,840.00
Treadmore 2580 Pad (157 rolls)	4,710	7.00	32,970.00
Delivery of Treadmore Pad to job site	1	1,950.00	1,950.00
Pressure Sensitive Adhesive	63	95.00	5,985.00
Multipurpose Adhesive	157	30.00	4,710.00
Floor Prep (UNKNOWN AT THIS TIME) TO BE BILLED TIME AND MATERIALS	1	500.00	500.00
<p>*Georgia International Convention Center to provide dumpster. *Carpet and Pad to be delivered directly to Convention Center as this estimate does not include storage.</p> <p>****ESTIMATED TIME TO COMPLETE JOB IS 7-9 DAYS DEPENDING ON TAKEUP DIFFICULTY**** (If the wrong glue was used in the last install the takeup will take a bit longer)</p> <p>* Purchase check for pad and delivery, adhesives and 20% of install due 30 days before start of job.</p>			
Total			\$121,475.00

E-mail	Web Site
dawn@visioninstallation.com	www.visioninstallations.com

Design: Gm47192-1Q9
Project: GICC- 1040 Phase 3 (REORDER)
Area: Ballroom
Repeat: 30ft x 30ft repeat
Sketch Rep: 30ft x 30ft repeat
Quality: 7 x 9
Date: 9/10/2019
Days Required to make design production ready =

- | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |  |
| 1 : U278 | 2 : U290 | 3 : U326 | 4 : GN3603 | 5 : GN3605 | 6 : GN3607 | 7 : U517 | 8 : BL3083 | 9 : BL3805 | 10 : BL3807 |
|  |  | | | | | | | | |
| 11 : U017 | 12 : U184 | | | | | | | | |





CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

APPROVAL CERTIFICATION

DOC ID: 7683

THIS IS TO CERTIFY THAT THIS MATTER WAS GIVEN OFFICIAL APPROVAL BY THE MAYOR & COUNCIL OF THE CITY OF COLLEGE PARK MEETING IN REGULAR SESSION ON 11/4/19

DATE: October 30, 2019

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager J. Miller
CITY CLERK

FROM: Mercedes Miller, Convention Center Executive Director

RE: Single Source Purchase Request of Replacement Carpet for International Ballroom

PURPOSE: Consideration and approval by Mayor and Council for the replacement of carpeting in the International Ballroom (Salons 1-8) by the sole source vendor Ulster Carpet Mills. The current carpet is 16 years old installed in 2003, and in need of replacement. We ask that the original designer who has all our specifications be allowed to complete the work. Utilizing Ulster's Services would not only maintain the initial design scheme but would be more cost and time efficient. See Executive Director Miller's memorandum. This is not a budgeted item. We are recommending SPLOST Funds to cover the expense.

REASON: To replace 16 year old worn carpeting in one the State's largest and most in-demand facilities. We are compelled to maintain a high level of visual aesthetics and design which distinguishes our product from the competition. With the current and anticipated expansion of the Global Gateway, all eyes are on us.

RECOMMENDATION: Approval of carpet replacement by Mayor and Council.

BACKGROUND: See attached

YEARS OF SERVICE: NA

COST TO CITY: \$180,598.61 Request of allocation of SPLOST Funds

BUDGETED ITEM: No

REVENUE TO CITY: TBD

CITY COUNCIL HEARING DATE: November 4, 2019

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: NA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

STAFF: NA

ATTACHMENTS:

- Director's Memorandum to replace Int'l Ballroom Carpet.10.29.19 (DOCX)
- GICC - International Ballroom Proposal 28-Oct-2019 (PDF)
- Single Source Request Form-GICC Carpet Replacement (PDF)

Review:

- Mercedes Miller Completed 10/30/2019 9:00 AM
- Purchasing Completed 10/30/2019 9:20 AM
- Finance Completed 10/30/2019 9:23 AM
- Rosyline Robinson Completed 10/30/2019 3:13 PM
- Terrence R. Moore Completed 10/30/2019 4:11 PM
- Mayor & City Council Pending 11/04/2019 7:30 PM



CONVENTION CENTER MEMORANDUM NO. 2019 -54

DATE: October 29, 2019

TO: Honorable Mayor and Council

THROUGH: Terrence Moore, City Manager

FROM: Mercedes Miller, Executive Director

SUBJECT: Request Single Source Vendor Approval Replace GICC International Ballroom's Carpeting

The purpose of this memorandum is to request approval by Mayor and Council for the replacement of carpet in the International Ballroom (Salons 1-8). The existing carpet was installed in 2003. Fortunately, we are able to get the same one-of-a-kind carpet from the original designer Ulster. With that said we are requesting single source vendor permission that will enable us to keep the same carpet design saving the City a great deal of money. Ulster kept our order information on file and will eliminate the high cost of redesign. This carpet cannot be duplicated.

This is not a budgeted item. Funds from SPLOST will be allocated to cover the carpet replacement. The cost is estimated to be \$180,598.61. I would like to recommend approval by Mayor and Council to replace the aging carpet.

Ulster Carpet Mills
(North America) Inc.
81 Whitlock Avenue
Marietta GA 30064
T 770 514 0707
F 770 514 1006
www.ulstercarpets.com



October 28, 2019

Ms. Andrea Smalls
Director of Event Operations
Georgia International Convention Center
2000 Convention Center Concourse
Atlanta, GA 30337

Subject: Georgia International Convention Center
International Ballroom - Axminster Carpet Pricing

Thank you for the opportunity to evaluate the carpet needs for the International Ballroom indicated at the Georgia International Convention Center property.

PSYLO

PSYLO™, Ulster's own unique patented weaving technology, has rendered the jacquard obsolete as well as creating exciting new opportunities for design not available with any other carpet weaving system. Our Electronic Jacquard machines have all been replaced by PSYLO™ looms ensuring that the advantages of technology is available to all projects, large and small. In developing PSYLO™ Ulster's R & D engineers addressed the weaknesses of EJ's while offering unparalleled enhancements to use of color, design flexibility, manufacturing efficiency and consistency of quality. Being able to use up to 25 colors in a single design allows development of designs with depth and texture not previously possible.

Design & Planning

All of the necessary design and planning activities will be coordinated from this office. Design printouts, hand trials, layouts, extents and seaming diagrams will be submitted to the design firm or property for approval and consideration.

Overage & Attic Stock

We seldom experience overage on our PSYLO™ loom projects. Overage, if any, will not exceed 2%. If your client is interested in purchasing attic stock, we will compile the design elements required per the client's on site requirements. Replacement projects usually offer great insight into what the Engineering Department replacement needs are regarding traffic patterns and flow. Attic stock can be configured by our designers and planners per your wishes, suggestions and experience with wear patterns.

Sustainability / LEED Criteria

Ulster's environmental management systems are accredited under ISO 14001. Furthermore, the company has attained the Carbon Trust for its work in reducing its carbon footprint. Since 2001, the carbon footprint has been reduced by 52% and work continues on further improvements. Ulster's products carry the Green Label Plus. This program tests carpet for emission of volatile organic compounds and assures customers that carpet carrying the label is amongst the lowest emitting carpet available. Ulster's backing system incorporates recycled and recovered materials. The recycled content of the finished product and the rapidly renewable material data is noted on the attached specification sheets.

Quality

All Ulster factories operate to quality systems accredited under BS EN ISO 9001. Ulster's manufacturing is vertically integrated giving us excellent control of all inputs from carpet starting with selection and purchase of wool fiber right through to packing material. All carpet is manufactured in Northern Ireland and all yarns are produced at our mill in Dewsbury, West Yorkshire UK at the heart of the international wool trade. Products are covered by our standard 5 year warranty.

Specifications

We are attaching our applicable technical specification sheet.

Ulster Carpet Mills
 (North America) Inc.
 81 Whitlock Avenue
 Marietta GA 30064
 T 770 514 0707
 F 770 514 1006
 www.ulstercarpets.com



Page 2 of 3
 October 28, 2019
 Georgia International Convention Center

Price

- The pricing outlined is based on the attached specification documents and reflect the areas as we understand them and per our review of the original weaving from 2002. Pricing is currently based on the original design for the International ballroom at the property
- Pricing is established as FOB New York. Pricing outlined includes ground freight transportation from NJ port to GA.
- Pricing does not include Padding or Installation costs. This is for CARPET material only.**

Areas:	Original Design #:	Quality:	Loom Width:	Net Quantities:	Quantities w/ Attic Stock	Price per Sq. Yard:
International Ballroom	GM47192-1Q9	9 Row	15'	4710 Sq. Yds.	4810 Sq. Yds.	\$36.91
Total dollar based on if ordering with Attic Stock Quantities					4810 Sq. Yds.	\$177,537.10
Estimated Ground Freight from NJ to 30337 (if delivering to other than the Property, this will need to be reevaluated) Freight charges are only Valid for 30 days and this will need to be rechecked closer to Ex-mill date.						\$,3061.51
Tax Exempt (will need your tax exempt form to place on file before order is placed)						0
Total Based on if ordering with Attic Stock Quantities						\$180, 598.61

Terms

Carpet Price only to be held through June 30, 2020, however any changes to quantity or pattern may result in the project needing to be re quoted by Ulster.

Payment terms 50% deposit, net 30 days.

Lead time

Lead times can vary significantly based upon loom loadings on our mills at the time that orders are placed. In order to ensure that project critical dates are always met, it is our practice to reserve loom space as early as possible – which we refer to as a "provisional booking". Generally, a project of this size would weave for 8-12 weeks production. If we can establish a critical path based on the date the property needs the carpet, we will use the following benchmarks complete with dates.

Approvals In By: TBD (Design printouts, handtrials, layouts and plans/seaming diagrams)
 Purchase Order In By: TBD
 Ex-Mill Date: TBD
 ETA Port of NY: TBD (Estimated)

Shipping - This can vary depending on weather and unforeseen issues with the ship
 Approx ship time to New York is 14-16 days

Installation

It is our philosophy that a project is not complete until the carpet is successfully on the floor. Axminster carpet woven on PSYLO™ looms requires different focus and skills. We would be pleased to provide you with a list of Ulster approved installers. Thank you for your consideration of Ulster. Should you have any questions, please do not hesitate to contact the writer.

Sincerely,
 Patrece Julian, Ulster™

Ulster Carpet Mills
 (North America) Inc.
 81 Whitlock Avenue
 Marietta GA 30064
 T 770 514 0707
 F 770 514 1006
 www.ulstercarpets.com

ulster™

PROJECT: Georgia International Convention Center
 Atlanta, Georgia

AREAS: International Ballroom

DATE: October 28, 2019

TECHNICAL SPECIFICATION

QUALITY: 9/.250

YARN COMPOSITION: 80% Wool 20% Nylon

CONSTRUCTION: PSYLO™

YARN COUNT: 2/46's

PITCH PER INCH: 7

ROWS PER INCH: 9

ROWS x PITCH: 63

PILE HEIGHT ABOVE BACKING: .250

TOTAL PILE WEIGHT: 37.02 Oz./ Sq. Yd.

TOTAL CARPET WEIGHT: 62.63 Oz./ Sq. Yd.

TOTAL CARPET THICKNESS: 0.36 Inches

BACKING YARNS: Synthetic

LEED CRITERIA: Renewable Content of this specification is 52.9%

Pre-Consumer Recycled Content of this specification is 23.9%

This product carries the Green Label Plus

APPROXIMATE QUANTITY: 4710 Sq. Yds. Net
 4810 Sq. Yds. Includes Attic Stock

NUMBER OF COLORS: 12 colors

DESIGN NUMBERS: GM47192-1Q9

WIDTH: 15'

FOB POINT: New York

APPENDIX C

**SOLE/SINGLE SOURCE/ SOLE BRAND
REQUEST FORM**

Date:	October 29, 2019
To:	Terrence Moore, City Manager
Thru:	Althea P. Bradley, Finance Director
From (department):	GICC
Product/Service Description:	Replacement of carpet in GICC Int'l Ballroom

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

Sole Source (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

Single Source (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

Sole Brand (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

Standardization (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: Mercedes Miller, Executive Director GICC/Arena

Date: October 29, 2019

Section II
QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

Order placed by:	Andrea Smalls, Director of Event Operations
Proposed Vendor:	Ulster Carpet Mills
Product(s):	Carpeting for International Ballroom (Salons 1-8)
Estimate Cost of Purchase	\$180,598.61

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

Ulster is the original manufacturer and designer of the current carpet throughout the GICC. It cannot be duplicated as they have the design specifications rights and our original order information. We are requesting Single Source

Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

This is an exclusive design by the vendor. It cannot be duplicated.

2. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

If the item is not approved that would disrupt the current overall design features of the GICC.

3. I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

APPROVAL AUTHORITY: In accordance with the City of College Park Purchasing Manual procedures it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.

Approved By: City Manager

Date:

10/30/19



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8167

DATE: June 7, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: Amadeus HRM Subscription Contract Approval Request

PURPOSE: Obtain approval from Mayor and Council to renew services provided by Amadeus, the licensure provider that enables GICC Sales and Operations Department's users to access our Delphi meeting software. Amadeus also provides storage for the data. This is an intricate part of our Sales/Operations Department's functions. See attached invoice.

REASON: To enable the Sales/Operations Departments to effectively and professionally deliver the high level of services requested by our clients with the greatest accuracy and efficiency.

RECOMMENDATION: We recommend approval by the Honorable Mayor and Council to renew the licensure subscription.

BACKGROUND: Amadeus is our current vendor. Invoice attached.

YEARS OF SERVICE: N/A

COST TO CITY: \$52,740.00

BUDGETED ITEM: Yes. Acct. # 555-7970-52-5730

REVENUE TO CITY: TBD

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- Amadeus User Subscription.6.2020 (PDF)

Review:

- Mercedes Miller Completed 06/05/2020 1:24 PM
- Purchasing Completed 06/05/2020 1:31 PM
- Rosylene Robinson Completed 06/07/2020 3:16 PM
- Finance Completed 06/08/2020 5:13 PM
- Terrence R. Moore Completed 06/10/2020 6:36 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM



INVOICE					
Doc No.	Date	Due Date	Net Terms	Currency	Page 1 of 2
SIN191198	03 Apr 2020	03 May 2020		USD	

Bill To: City of College Park
 Georgia International Convention Center
 2000 Convention Center Concourse
 College Park, GA 30337
 United States

Ship to: Georgia International Convention Center
 2000 Convention Center Concourse
 College Park, GA 30337
 United States

Attention To: Robert Ligon

Attention To: Mercedes Miller

Account No.	Account Name	Contracting Entity	PO Number	VAT No.	Order No.
GEIN001	Georgia International Convention Center	City of College Park	MM62217		3127142

Individual Product Description	Ref #	Units	Rate	Extended Price
HRM™ - Force.com - Embedded Edition Plus - Limited User - Subscription LOD-HRM-EMB+-LTD Subscription - Start: 6 Dec 2019 End: 5 Dec 2020	1	15	\$837.00	\$12,555.00
HRM™ - Force.com - Embedded Edition Plus - Subscription LOD-HRM-EMB+-SUB Subscription - Start: 6 Dec 2019 End: 5 Dec 2020	2	24	\$1,642.50	\$39,420.00
SFDC database.com 500MB Data Storage LOD-SFDC_500MB-ANN Subscription - Start: 6 Dec 2019 End: 5 Dec 2020	3	2	\$382.50	\$765.00

Tax Description	Rate	Tax Value
Sales Tax	8%	\$0.00
N/A - no applicable tax	N/A	\$0.00
N/A - no applicable tax	N/A	\$0.00

Remittance Information

Thank you for paying prompt attention to this invoice.

Electronic payments to our bank account:
 Citibank, 111 Wall Street, New York, NY 10043 USA;
 Account #: 30999361; ABA #: 021000089; SWIFT Code: CITIUS33.

Please remit checks to:
 Amadeus Hospitality Americas, 29618 Network Place, Chicago, IL 60673-1296 USA

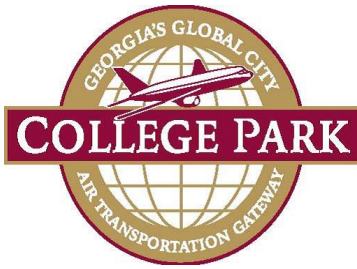
Payments also accepted by credit card at:
<https://www.amadeus-hospitality.com/payments>

Subtotal:	\$52,740.00
Sales Tax:	\$0.00
Invoice Total:	\$52,740.00
Payment Received:	\$0.00
Balance Due:	\$52,740.00



INVOICE					
Doc No.	Date	Due Date	Net Terms	Currency	Page 2 of 2
SIN191198	03 Apr 2020	03 May 2020		USD	

The recurring fees for subscription and/or support listed will automatically renew for one year unless an authorized representative or agent of the contracting party terminates the subscription and/or support by providing Amadeus with at least sixty (60) days advance written notice (including cancelling via this "Manage My Renewals" tool) prior to the expiration of the line item(s).



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8172

DATE: June 7, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: GICC - Renewal of Audio Visual Services Contract 20/2021

PURPOSE: To seek the approval of Mayor and Council for Executive Director Miller to renew a one-year service agreement (attached) with ONSite, LLC (ONSites). See memorandum dated June 3, 2020 from Convention Center Executive Director Mercedes Miller recommending extension of the contract This is a budgeted item.

REASON: Agreement by Mayor and Council to renew On Services, LLC as our audio visual services supplier at the GICC. This renewal ensures the provision of the level and consistency of audio visual services that match or exceed our client's expectation.

RECOMMENDATION: One-year service agreement with ON Site Services, LLC.

BACKGROUND: On Services has a proven revenue generating track record with the GICC.

COST TO CITY: There is no cost to the City of College Park. This is a revenue item.

BUDGETED ITEM: Yes. Acct#555-0000-34-5180 - Audio Visual Commissions

REVENUE TO CITY: The past few years we've reported revenues of \$334,863 and \$300,000 respectively.

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A**STAFF:****ATTACHMENTS:**

- GICC Contract 06032020 (PDF)
- Director's Memo to Extend On Services Contract.6.3.20(DOCX)

Review:

- Mercedes Miller Completed 06/04/2020 1:55 PM
- Rosyline Robinson Completed 06/04/2020 4:33 PM
- City Attorney's Office Completed 06/04/2020 5:20 PM
- Terrence R. Moore Completed 06/07/2020 3:47 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM



SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this day of _____, 2020, by and between ON Services – AV Specialists, Inc., dba ON Services, a GES Company, hereinafter referred to as “ON Site”, and the Georgia International Convention Center, on behalf of the City of College Park, Georgia, hereinafter referred to as “GICC.”

W I T N E S S E T H:

WHEREAS, ON Site is engaged in the business of renting audio visual equipment; and,

WHEREAS, GICC is engaged in the business of hosting conventions and meetings which periodically require the presence of audio visual equipment to facilitate presentations at said conferences and meetings; and,

WHEREAS, the parties hereto seek to establish ON Site as the preferred in-house vendor for all audio visual requests, and the exclusive in-house vendor for all rigging requests made to GICC, the parties hereto agree as follows:

Proprietary and Confidential



I. Scope of Services Provided by ON Site

- a) ON Site shall provide all audio visual, video, audio, stage lighting, rigging, scenic, and computer equipment needs to the guests of the GICC (the "Services"). All inquiries and orders with regard to the aforementioned Services received by GICC will be directed exclusively to ON Site.
- b) ON Site will supply GICC with a sufficient number of custom brochures setting forth mutually agreed to rates for Services provided by ON Site.
- c) ON Site will provide GICC with rental equipment at no charge for its own use, based upon the following conditions being satisfied:
 - 1. GICC requires the use of such equipment or Services at the GICC for a non-revenue generating event for its internal use only, such as staff meetings, employee orientation, FAM trips, general assembly, sales and promotional functions and GICC employment training;
 - 2. The equipment is readily available and not otherwise being used, serviced or rented, as determined in the sole discretion of ON Site;
 - 3. ON Site personnel required to provide Services in connection with the Equipment are available (not already committed) and regularly scheduled to be on-property at the GICC during the particular event; and
 - 4. GICC provides ON Site with reasonable notice specifying the Equipment and Services required.

Any labor, over four hours, will be billed for these events at published rates. It is expressly understood that the supplying of rental equipment without a charge shall not be for any event that is designed to produce revenue for GICC. These sales and promotional events referred to herein are these events which are designed to enhance solicitation of business for GICC.

- d) ON Site will provide a Director of Audio Visual Services to work out of an office on GICC premises. ON Site will supplement this Director of Audio Visual Services with additional personnel as determined by the requirements of guests or GICC, whenever audio visual functions are in progress. Such employees will not be considered employees of GICC or the City of College Park for any purpose. In addition, ON Site will have all audio visual functions set at least one (1) hour prior to their scheduled start, pending availability, and have personnel available to meet the client and verify that all needs have been satisfied.



- e) ON Site will provide 24-hour on-call service, seven (7) days a week.
- f) ON Site's representatives will attend all pre-convention and other facility meetings when necessary.
- g) ON Site will provide audio visual product and utilization training for GICC staff to ensure maximization of audio visual revenue and commissions.

II. Employees

- a) All technicians, as well as, the Director of Audio Visual Services, will be ON Site employees. All taxes, insurance and benefits including Worker's Compensation Insurance, will be the responsibility of ON Site.
- b) ON Site employees will be uniformed in appropriate attire consistent with GICC standards. ON Site employees will attend GICC orientation and adhere to the same dress code and code of conduct as GICC management.
- c) GICC shall provide ON Site employees with meal benefits and parking comparable to that provided to GICC employees.
- d) GICC shall not hire or solicit ON Site employees.

III. Insurance (General Liability)

ON Site will maintain comprehensive General Liability Insurance with a minimum of a combined single limit of \$1,000,000, as well as, an additional \$9,000,000 umbrella at its own expense. ON Site's Commercial General Liability policies shall name GICC as additional insured (on a primary and noncontributory basis) and include a waiver of subrogation. ON Site shall immediately provide notice of cancellation of such policies to GICC.

IV. Equipment

ON Site will supply and maintain at its own expense the most up-to-date equipment available that is necessary to provide complete audio visual services consistent with industry and GICC standards. ON Site will maintain an adequate supply of equipment and supplies on the GICC premise in order to meet ordinary demands of guests and GICC. Specialty equipment will be maintained at one of ON Site's warehouses and supplied on an as needed basis. Any



equipment determined not to be in top operational condition will be removed and replaced at ON Site's expense.

V. Responsibilities of GICC

Storage – GICC will provide climate controlled, secured space for storage of ON Site equipment, within close proximity to meeting space.

Office – GICC will provide an office for ON Site's Director of Audio Visual Services, as well as in-house telephone extension through the switchboard and high speed internet access for ON Site use, at no charge.

Installed Equipment - GICC will be responsible for the repair and maintenance of its internal sound systems, lighting systems, projectors and screens. ON Site will be allowed to operate installed equipment and will provide GICC with notice of any repairs needed.

Marketing - GICC will afford ON Site the exclusive opportunity to meet with and/or contact each client or prospective customer who GICC reasonably believes may need the Services provided by ON Site. In all cases applicable, GICC will recommend ON Site services to the facility guests and clients as a preferred provider.

VI. Commission to GICC

- a) During the Agreement Term, ON Site will pay GICC a Commission of 45% on all audiovisual equipment rental revenue up to \$600,000.00, increasing to 50% of the equipment rental revenue beyond \$600,000.00. Equipment rental revenue shall include sub-rental equipment, with the exception of specialty items (ie. Copiers). ON Site will pay GICC a commission of 25% of the service charge revenue. Sales items and labor are excluded from commissionable sales.
- b) Additional Incentives – In addition to the commission payable in subsection (a) above, upon achieving a commissionable equipment revenue threshold of \$750,000.00 in any calendar year, a \$25,000.00 rebate would be payable to GICC.
- c) Commission Adjustments – Should aggressive discounting (30% and above) become required to secure business, a reduction in commissions will be shared between ON Site and GICC as is agreed upon in writing by the parties.



VII. Billing

Should GICC or its' guests request audio visual charges to be billed on the master account, GICC will be responsible for credit verification and approval. In this event, ON Site will submit an invoice for Services rendered to the master account immediately following the customer's rental. GICC shall be responsible for collection of said invoice. Upon clients payment of Master Bill to GICC, GICC will pay ON Site NET 30-days.

In the event that the customer does not have a master account or does not wish to be billed for audio visual charges through the master account, ON Site will invoice the customer directly for Services rendered and remit the commission to GICC within thirty (30) days.

If at any time, GICC and ON Site collectively agree that an account is deemed uncollectable, then (a) if billed to the master account, ON Site will credit GICC for the balance due, or (b) if billed directly, ON Site will credit previously paid commission to GICC on its next remittance.

VIII. Indemnification

ON Site hereby agrees to indemnify, defend and hold harmless GICC, and the City of College Park, Georgia, from and against any and all claims, liabilities, damages, fines, penalties or cost of whatever nature including reasonable attorneys' fees, and whether by reason of death or injury to any property or otherwise, arising out of or in any way connected with this Agreement, the Services provided by ON Site or any subcontractors of ON Site whether or not occurring during the term hereof. In the event of a claim for indemnification, GICC will give ON Site prompt written notice of the claim, sole control of the defense and all related settlement negotiations, and reasonable assistance as requested by ON Site (at the expense of ON Site).

IX. Limitation of Liability

Neither GICC nor ON Site will be liable to the other party for any lost profits or other incidental, special or consequential damages for any of its acts or omissions whatsoever, whether or not apprised of the possibility or likelihood of such damages or lost profits.

X. Term and Termination

This Agreement shall commence on August 1, 2020 and shall expire on July 31, 2021 ("Agreement Term"). Annual renewal must be approved by Mayor and City Council no later than thirty (30) days prior to expiration date.

Proprietary and Confidential



Notwithstanding any provision to the contrary, GICC may terminate this Agreement for its convenience upon sixty (60) day's notice to ON Site.

Notwithstanding any provision to the contrary, should ON Site become dissatisfied with GICC's performance, ON Site shall give GICC written notice of any deficiencies to be corrected. GICC shall have sixty (60) days in which to correct such deficiencies. If deficiencies are not corrected during this period, ON Site may terminate this Agreement upon sixty (60) days' written notice to GICC.

XI. Law

This Agreement shall be construed in accordance with the laws of the State of Georgia.

XII. Notices

Any notices required hereunder shall be given by mailing the same certified mail, return receipt requested, to the recipient at the following address:

ON Site: ON Site
 Attn: Rick Church
 6779 Crescent Drive
 Norcross, Georgia 30071

With a copy to: Viad Corp
 Attn: General Counsel
 1850 N. Central Avenue, Suite 1900
 Phoenix, Arizona 85004

GICC: Georgia International Convention Center
 ATTN: Mercedes Miller, Executive Director
 2000 Convention Center Concourse
 College Park, Georgia 30337

XIII. Entire Agreement

This Agreement sets forth and is intended by all parties to be an integration of all the promises, agreements, conditions, understandings, warranties, and representations among the parties



hereto, and there are no promises, agreement, conditions, understandings, warranties or representations, oral or written, expressed or implied, other than as set forth herein.

XIV. Assignment

ON Site shall not have the power to nor will it assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of GICC. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the Heirs, successors, and assigns of the parties hereto.

XV. Severability and Survival

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

XVI. Amendment

This Agreement may only be changed by a written amendment executed by both GICC and ON Site.

XVII. Intentionally omitted.

XVIII. Authority

Both GICC and ON Site have the power and authority to execute and perform their respective obligations under this Agreement and to act as signatories to this Agreement. Both parties have acquired the full approval and consent of any person, entity, board, council, director, and/or government agency which approval is necessary for the parties to enter into this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement below:

ON Services – AV Specialists, Inc., dba ON Services, a GES Company

BY: _____
TITLE: _____
DATE: _____

Attest: _____
Title: _____

Georgia International Convention Center, on
Behalf of the City of College Park, Georgia

BY: _____
TITLE: _____
DATE: _____

Attest: _____
Title: _____



CONVENTION CENTER MEMORANDUM NO. 2020 -30

DATE: June 3, 2020

TO: Honorable Mayor & City Council

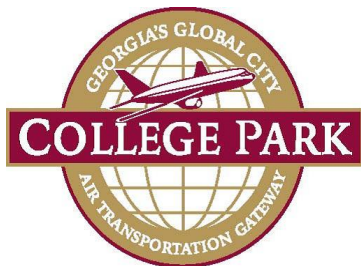
FROM: Mercedes Miller, Executive Director

SUBJECT: Request Approval to Extend On Site AV Contract

The Georgia International Convention Center is seeking approval of Mayor and Council to grant an extension of the one-year contract with On Event Services (OnSite) beginning July 1, 2020 with an expiration date of June 30, 2021. Our relationship with OnSite has been consistently effective as they know our clients and their needs and continue to deliver superb service. Comparatively speaking, they out deliver their competition.

On Site is a turnkey operation that has experienced staffing, in-house inventory & staging capabilities that delivers consistent, dependable professional services to the GICC year after year. Frankly, as the workplace returns to our “new normal”, OnSite will continue to be a valuable asset for us.

MRM:wa



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8173

DATE: June 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Jackson Myers, Special Projects Administrator

RE: CDBG

The Office of the City Manager has been advised by leadership of the Fulton County Department of Community Development that the City of College Park has both the ability and opportunity to prioritize projects for funding via the Community Development Block Grant (CDBG) program.

As previously reported, the projects that have been designated eligible for CDBG funding respectively include demolition of the Kathleen Mitchell School, as well as various improvements for Charles E. Phillips Park, including a splash pads and new playground equipment.

Thank you.

Review:

- Jackson Myers Completed 06/04/2020 4:07 PM
- Michelle Johnson Completed 06/05/2020 10:46 AM
- Rosyline Robinson Completed 06/07/2020 3:28 PM
- Terrence R. Moore Completed 06/07/2020 3:47 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8191

DATE: June 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Consideration/Action to Replace One Investigator Vehicle

PURPOSE: Consideration of and action on the replacement of Unit 610 in the Criminal Investigations Unit.

REASON: Unit 610 is a 2007 Chevrolet Impala and is in rough condition. It has need of major repairs to keep it in service.

RECOMMENDATION: Request approval of this purchase.

BACKGROUND: The unit is a 2007 Chevrolet Impala with over 124, 000 miles. Vehicle has a blown transmission in addition to the high mileage. Additionally the interior is worn.

The replacement vehicle requested is a hybrid vehicle, a 2020 Kia Niro, priced at \$25,918.00 under state contract. This vehicle replaces the Kia Optima Hybrid which is no longer in production. This vehicle is requested in an effort to aid in reducing fuel costs and emissions in the longer term. Additionally, this model costs about the same as a conventional gas operated car.

YEARS OF SERVICE: N/A.

COST TO CITY: \$25, 918.00.

BUDGETED ITEM: Yes. Fiscal Year 2019-20 (Acct #: 100 3220 54 7590)

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES:**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:****REQUIRED CHANGES TO WORK PROGRAMS:****STAFF:** Police Department Criminal Investigations Division**ATTACHMENTS:**

- Kia Quote, CID (XLSX)
- Statewide Contract KIA - Administrative Vehicles - 11-30-20 (PDF)

Review:

- Ferman Williford Completed 06/08/2020 2:38 PM
- Purchasing Completed 06/09/2020 8:06 AM
- Rosyline Robinson Completed 06/09/2020 11:34 AM
- Finance Completed 06/10/2020 9:26 PM
- Terrence R. Moore Completed 06/11/2020 9:59 AM
- Mayor & City Council Pending 06/15/2020 7:30 PM

Kia Motors America, Inc

111 Peters Canyon Road, Irvine, CA 92606

QUOTATION

	Quotation #	CF_College Park PD
	Date	6/11/2020

2020 Niro Touring	\$	26,990.00
Floor Mats	\$	108.00
Freights	\$	1,120.00
GA State Discount	\$	(2,300.00)
Total	\$	25,918.00

Remarks:
ADD \$362.00 for Snow White Pearl OR Aurora Black exterior color
Add \$269.00 for Runway Red

Thank you for your business!

Send check to attn: Commercial Fleet Administrator

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles, Regular and Alternatively Fueled		
Effective Date	11-15-2013	Expiration Date	11/30/2020
Contract Table of Contents			
Vendors Awarded	9	Contract Information:	Mandatory Contract
Contract Information for Vendor			Click to Link to Page
Kia Motors America, Inc.			2
Additional Contract Information			
Contract Renewals, Extensions, Changes			3
NIGP Codes			3
Detailed Pricing and Order Sheets "My Vehicle"			3
Vehicle Specifications			4-5
Special Contract Terms and Conditions			6-10
Issuing Officer			10

Contract Information			
Statewide Contract Number	99999-SPD-ES40199373-006		
PeopleSoft Vendor Number	0000414911	Location Code	000001
Vendor Name & Address			
Kia Motors America, Inc. Peters Canyon Road Irvine, CA 92602 TIN: 33-0539850			
Contract Administrator			
Deanna Brown 111 Peters Canyon Road Irvine, CA 92606 Tel: 949-468-4671 Email: dbrown@kiausa.com			
Contact Details			
Ordering Information	Kia Motors America, Inc 111 Peters Canyon Road Irvine, CA 92602		
Remitting Information	Kia Motors America, Inc 111 Peters Canyon Road Irvine, CA 92602		
Delivery Days	Orders will be shipped within 90 days after receipt of Purchase Order		
Discounts	None		
Payment Terms	Net 30		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor's Choice		

Contract Renewals/ Extensions/ Changes

Contract Renewal #1: 12/01/2014-11/30/2015

Contract Renewal #2: 12/01/2015-11/30/2016

Contract Renewal #3: 12/01/2016-11/30/2017

Extension 1: 12/1/2017 - 11/30/2018

Extension 2: 12/1/2018 - 11/30/2019

Extension 3: 12/1/2019 - 11/30/2020

NIGP CODES:

07104 --- Sedans

07201--- Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)

07202 --- Class II Trucks (6,001-10,000 lb. GVWR (F-350)

07180 --- SUV's, Crossover SUV's

07190 --- Vans, Cargo

07192 --- Vans, Passenger (Regular and Handicapped Equipped).

Detailed Pricing and Order Sheets "My Vehicle"

See Detailed Pricing Sheet (Ordering Instructions)

AWARD: Please refer to the Notice of Award Document.

VEHICLE SPECIFICATIONS

Instructions for Finding Standard Equipment

Instructions for Ford Standard Equipment

1. Click on <http://www.ford.com/>
2. Select Vehicle Class
3. Select Vehicle
4. Select "Specs" from menu bar
5. Select "View all"

Instructions for Chevrolet Standard Equipment

1. Click on <http://www.chevrolet.com/>
2. Select Vehicle Class (ie. Car, Crossover SUV, SUV etc.)
3. Select Vehicle
4. Click "Learn More"
5. Click "Models & Specs"
6. Click "Standard and Optional Equipment"

Instructions for Kia Standard Equipment

1. Click on <http://www.kia.com/us/en/#/home?series=soul&year=2014>
2. Select "Vehicles" → "See all Vehicles"
3. Select Vehicle
4. Click "Features & Specs" in menu bar

Instructions for Mazda Standard Equipment

1. Click on <http://www.mazdausa.com/MusaWeb/displayHomepage.action>
2. Select "All Vehicles" from menu bar
3. Select Vehicle class
4. Select "Explore More"
5. Select "Specs" from menu bar

Instructions for Jeep Patriot Standard Equipment

1. Click on <http://www.jeep.com/en/> -
2. Select "Vehicles" from the menu bar
3. Select "2014 Patriot"
4. Select "Specs" from the menu bar

for
AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS

NOTE: Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.

APPLICABLE DOCUMENTS: Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

DESIGN: New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. **NOTE:** All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.

STANDARD EQUIPMENT: The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

EMISSION CONTROLS: All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

INTERIOR & EXTERIOR SOUND LEVEL: Vehicles shall comply with Federal Interior Noise Standards.

COOLING SYSTEMS: Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.

WHEELS: Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

TIRES: All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

TOOLS: Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM: Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS: Located for left hand drive. Complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

HEATER AND DEFROSTER: Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

EXTERIOR FINISHES: Standard production colors.

MATERIALS: New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

SERVICE AND REPAIR: The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.

WARRANTY: Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any prorata arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.

RESPONSIBILITY FOR INSPECTION: Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

Focusing of lights
Tuning of engine
Adjustment of accessories

Checking of electrical, braking and suspension systems.
Charging of battery

Alignment of front end

Inflation of tires

Balancing of all wheels, including the spare

Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery.

Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.

Servicing of windshield washer reservoir with water and appropriate additives. A minimum of 1/4 tank of fuel.

DOCUMENTS: Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

SPECIAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT PERIOD

The initial contract performance period is from date of award for a period of (2) model years (2009 and 2010). The Department has the option to renew the contract up to two (2) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor. Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

2. SPECIFICATIONS AND TECHNICAL SUPPORT

Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.

3. INSURANCE AND BONDING

a. Offeror is required to maintain the following insurance coverage's during the term of the contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:

Bodily injury by accident--per employee \$100,000;
Bodily injury by disease--per employee \$100,000; Policy
limits \$500,000.

Commercial General Liability Policy per occurrence \$1,000,000.

Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

b. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

4. PRICES

a. Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

b. FOB - Regional Delivery

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

5. ORDERS

- a. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
- b. State invoices will have the purchase order referenced.

6. VEHICLE EQUIPMENT DATA SHEET

This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

7. EMISSION CONTROL

Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

8. PURCHASE ORDER APPROVALS

Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" datestamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTACT INFORMATION

See Team Georgia Marketplace (Click open Summary) for current Contract

Management contact information.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8165

DATE: June 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Clearly College Park Executive Director

RE: Six West Logo Presentation

PURPOSE: Mayor and City Councils consideration in adopting a logo for the Six West development.

REASON: The City of College Park has been working to develop 311 acres of BIDA owned property situated west of Hartsfield Jackson Atlanta International Airport for the last 3 years. A redevelopment master plan for the project was completed approximately one year ago and the project was just rebranded as Six West. As a part of the marketing plan for the development a logo is now being developed. At the June 1st City Council meeting Andria Towne, Cookie Smoak, and the Economic Development Director Artie Jones made a formal presentation before the City Council with the top three logos developed for the Six West project for formal adoption of the top logo.

The City Council requested that the citizens be polled on which logo the community preferred for the Six West Development. The feedback received is as follows:

- **Logo 1 was ranked 1st choice by 50.81% (126 votes) of the poll participants**



- **Logo 2 was ranked 1st choice by 20.16% (50 votes) of the poll participants**



- **Logo 3 was ranked 1st choice by 29.03% (72 votes) of the poll participants**



RECOMMENDATION: It is recommended that the City Council formally adopt the top logo for the Six West development.

BACKGROUND: Please see attached information.

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 15, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Andria Towne - ATL Airport District
Cookie Smoak - ATL Airport District
Mercedes Miller - GICC & Gateway Arena
Artie Jones, III - City of College Park Economic Development

ATTACHMENTS:

- SixWest-FinalPresentation-Rd2 (PDF)
- Six West Logo Survey Results (PDF)

Review:

- Artie Jones Completed 06/03/2020 9:50 AM
- Rosyline Robinson Completed 06/10/2020 2:13 PM
- Mercedes Miller Completed 06/10/2020 2:16 PM
- Terrence R. Moore Completed 06/10/2020 6:46 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM



Key Elements

- Literal icon with six streets all pointing west
- Mix of sans-serif and serif font for maximum readability of the name
- College Park identifier versus a tagline



sixwest





SIX WEST

COLLEGE PARK

Key Elements

- Six shapes connecting to create a “W”
- Cheerful blue and green color palette
- Upward movement in the W shape, representing College Park’s future development



SIX WEST

COLLEGE PARK



SIX WEST

COLLEGE



six
west



Key Elements

- Bold serif letters create a sense of elegance
- Compass logo pointing to west touches on direction of 6 streets, while symbolizing the city moving in a new direction.



six 
west

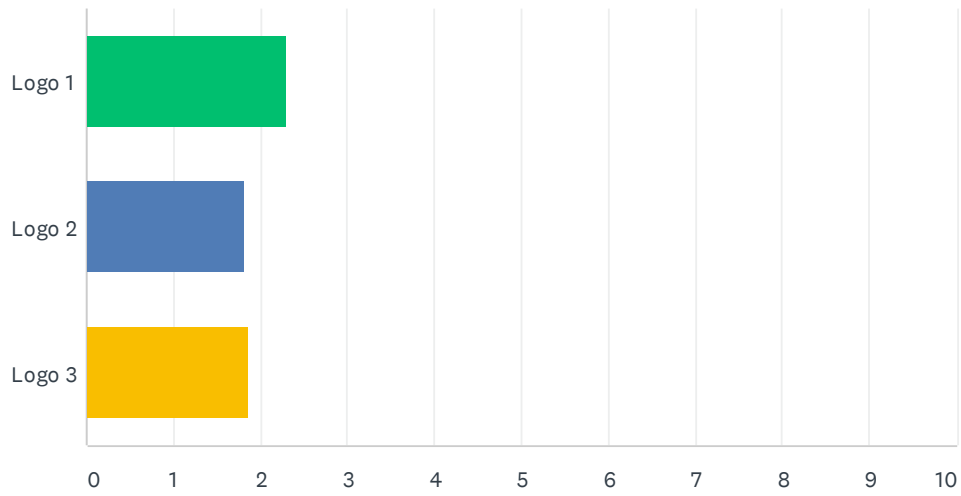


 six west

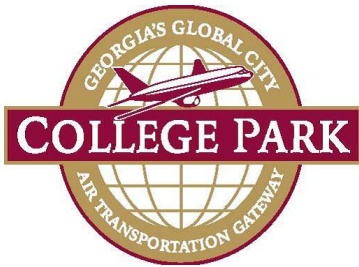


Q1 Please rank the proposed Six West logos from Most Liked to Least Liked

Answered: 248 Skipped: 0



	1	2	3	TOTAL	SCORE
Logo 1	50.81% 126	29.03% 72	20.16% 50	248	2.31
Logo 2	20.16% 50	42.34% 105	37.50% 93	248	1.83
Logo 3	29.03% 72	28.63% 71	42.34% 105	248	1.87



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8176

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

PURPOSE: To provide Mayor and Council with the most recent status of the top ten delinquent property tax payers.

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: Varies with each situation.

CITY COUNCIL HEARING: June 15, 2020

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 06082020 (PDF)
- Top Ten Delinq Property Tax Accounts 06082020 - 2018 (PDF)

Review:

- Althea Philord-Bradley Completed 06/09/2020 2:27 PM
- Rosyline Robinson Completed 06/10/2020 2:14 PM
- Terrence R. Moore Completed 06/10/2020 6:38 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of June 8, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Filed	Yeasmin Enterprises	5010 Old National Hwy	Ramada Plaza	\$ 108,363.78	Fulton - Real	6/4/20 Emailed GM - Requested payment status and reiterated on-going collection efforts. Also, reached out to 3rd Party Tax lien firm that has the County Taxes - willing to pay us if we transfer the lien to them	2019
Filed	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 81,584.71	Fulton - Real	6/8/20 Per Kelco President and/or Vincent Clark - Comm'l Appraisal Mgr Fulton County Tax Assessor - valuation hearing postponed - Client has paid 50% already of original tax. County Appraisal Mgr to see if/when valuation hearing has been rescheduled	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 30,450.83	Clayton - Real	Working with local representative of ownership group to facilitate payments, and informing of delinquency fees as they approach. Tax Parcel subdivided into 93 parcels -9 out of 93 paid	2019
	Chick Fil A	5184 Buffington Rd		\$ 23,140.72	Fulton - Real	Balance due from Appeal settlement - due 6/5/20. Reaching out to contact	2019
Filed	Virtual Citadel	2380 Godby Rd		\$ 10,190.48	Fulton - Real	6/5/20 - Title Insurance AVP that I've been communicating with requested a new 6/30/20 payoff date for Bankruptcy Trustee	2019
Filed	Crystal Equities LLC	2601 Roosevelt Hwy	Crystal Equities	\$ 9,906.03	Fulton - Real	6/8//20/20 Emailed Property Mgrs of outstand balance due. Also, info was confirmed through an ORR request.	2019
Filed	Excalibur Investments LLC	1640 East Virginia Ave & Vacant lot on Jackson St		\$ 6,503.33	Fulton - Real	6/8/20 Following up previous emails sent to owner	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,190.15	Fulton - Real	6/8/20 Followed up previous email to Mortgage Co. contact- no response yet. Found July 2019 Bankruptcy - no filing with College Park City Clerk's office	2019
Filed	No Limits Community Development	3581 Main St		\$ 4,156.23	Fulton - Real	6/8/20 Reminder - Emailed Property Owner - looking for payment arrangements	2019
Filed	Metro Atlanta Airport Inc	1907 W Sloan Ave		\$ 3,692.66	Fulton - Real	5/22/20 Emailed owner and online payment link	2019
				<u>\$ 283,178.92</u>			

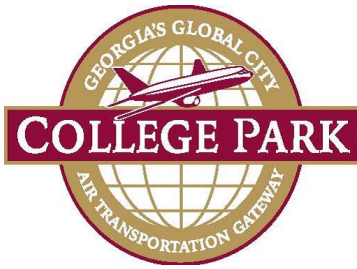
Y Represents Lien filed against account.
NA Signifies account has not met statutory requirement for lien to be filed

Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,351.14	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,234.60	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,689.34	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,142.22	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,678.37	Fulton - Real	Parcel Mapping discrepancy	1992-2014

**City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of June 8, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Cudsik Guy	1666 Vesta Ave	Right Sales & Service	\$ 2,978.71	Fulton - Real & Personal	3/9/20 Paid \$3,295.29- for 2018 taxes Balance of 2018 - add'l interest (\$224.87) & 2019 balance is \$2,669.51. 6/3/20 Left Message	2018-2019
Y	Zenga Store	Hartsfield/Concourse A		\$ 1,263.26	Clayton - Personal	3/19/20 Still Working with Merchant/County Assessors - location was closed. Tax Assessors confirms closure as of 12/31/18. It makes 2018 collectible - Merchant claims closure was prior to 2018 - so non taxable Parcel 171425. Clayton County Tax Offices are re-opening May 4th	2018
Y	Hayes Philip Lee	3262 Dogwood St		\$ 1,016.98	Fulton - Real	6/8/2020 Confirmed today - Property being sold amount be collected at closing for full taxes owed tomorrow.	2017-2018
Y	Amirj LLC	5209 W Fayetteville Rd	Subway	\$ 1,419.61	Clayton - Personal	Spoke to owner 3/13/20 - getting accountant to write the check. I'll be calling client tomorrow	2018-2019
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,175.05	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - no contact telephone but found residential mailing address of principal owner to resend statement. Still looking/working account	2018-2019



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8177

DATE: June 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Top 10 Delinquent Customers

PURPOSE: To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

REASON: To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

RECOMMENDATION: To deliver information to Mayor/Council by Customer Service team.

BACKGROUND: Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 15, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- Top Ten Report 060920 - R (XLSX)
- CC Aging 060920 - R (DOCX)
- CF Aging 060920 - R (DOCX)
- RC Aging 060920 - R (DOCX)
- RF Aging 060920 - R (DOCX)
- June 2020 Cut-on report (XLSX)

Review:

- Althea Philord-Bradley Completed 06/09/2020 2:25 PM
- Rosyline Robinson Completed 06/10/2020 2:14 PM
- Terrence R. Moore Completed 06/10/2020 6:38 PM
- Mayor & City Council Pending 06/15/2020 7:30 PM

City of College Park

A / R A G I N G

06/09/2020 08:19:44

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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Cycle: 15

015	0002			126.97	113.03	276.73	707.51	1224.24	05/04/2020	400.00
015	0002			2596.27	3249.22	3400.36	0.00	9245.85	04/22/2020	3000.00
015	0002			13128.50	13144.43	0.00	0.00	26272.93	05/22/2020	33673.65

3 Subtotals for Cycle 015

15851.74	16506.68	3677.09	707.51	36743.02
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3 Grand Totals

15851.74	16506.68	3677.09	707.51	36743.02
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SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'cc' AND end_date IS NULL)

City of College Park

A / R A G I N G

06/09/2020 08:22:12

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
001	0002			2177.43	1637.12	1801.44	0.00	5615.99	04/06/2020		T
001	0002			22676.18	14448.57	9763.62	0.00	46888.37			O
001	0002			390.18	399.16	224.07	0.00	1013.41	03/09/2020	200.00	T
001	0002			1117.64	1773.81	1895.06	0.00	4786.51	01/31/2020	1571.60	
001	0002			394.41	926.79	957.37	0.00	2278.57	01/31/2020	631.35	
5 Subtotals for Cycle 001				26755.84	19185.45	14641.56	0.00	60582.85			
Cycle: 8											
008	0003			3519.90	2012.12	2292.15	0.00	7824.17	03/04/2020	250.00	T
008	0003			1607.15	1243.23	1398.02	0.00	4248.40	03/04/2020	585.43	
008	0003			321.13	398.16	363.69	0.00	1082.98	04/14/2020	597.07	
008	0003			370.97	585.99	771.90	22.47	1751.33	03/06/2020	400.00	T
008	0003			329.86	298.42	410.61	35.95	1074.84	02/21/2020	359.49	T
008	0003			857.73	651.68	462.05	0.00	1971.46	03/04/2020	500.00	T
008	0003			1632.74	971.31	1091.10	0.00	3695.15	03/04/2020	1300.00	O
008	0003			115.72	57.86	57.86	1628.21	1859.65	12/13/2019	109.00	T
008	0004			6114.64	3174.63	0.00	0.00	9289.27	03/19/2020	3387.20	
9 Subtotals for Cycle 008				14869.84	9393.40	6847.38	1686.63	32797.25			
Cycle: 15											
015	0000			417.00	417.00	432.00	837.63	2103.63			O
015	0000			619.55	619.55	634.55	3148.87	5022.52			O
015	0002			4746.50	5378.10	0.00	0.00	10124.60	06/02/2020	6312.20	
015	0003			421.05	376.70	2828.56	110.52	3736.83	03/04/2020	121.58	T
015	0003			505.84	490.39	601.45	0.96	1598.64	03/17/2020	644.00	T
015	0003			467.39	491.06	642.91	611.18	2212.54	02/21/2020	261.51	
015	0003			546.95	585.04	658.99	0.00	1790.98	03/13/2020	1000.11	T
015	0003			972.13	1235.81	1404.16	0.00	3612.10	03/09/2020	1425.88	T
015	0003			192.38	173.05	370.42	420.89	1156.74	02/13/2020	507.17	
015	0003			3215.19	3386.50	0.00	0.00	6601.69	05/04/2020	4270.41	O
015	0003			616.48	403.24	762.10	871.24	2653.06	02/13/2020	947.06	T
015	0004			35729.93	24397.85	0.00	0.00	60127.78	05/28/2020	35729.93	
015	0004			2305.13	2346.87	2370.01	0.00	7022.01			O
13 Subtotals for Cycle 015				50755.52	40301.16	10705.15	6001.29	122153.12			
Cycle: 21											
021	0001			32.38	32.38	32.38	1076.58	1173.72	05/04/2020	150.00	O
1 Subtotals for Cycle 021				32.38	32.38	32.38	1076.58	1173.72			
28 Grand Totals				92413.58	68912.39	32226.47	8764.50	216706.94			

City of College Park

A / R A G I N G

06/09/2020 08:22:19

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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SELECTION CRITERIA

Minimum Balance:1000.00
 A/R Block 1:30
 A/R Block 2:60
 A/R Block 3:90

Filter:
 (category = 'CF' AND end_date IS NULL)

City of College Park

A / R A G I N G

06/09/2020 08:25:10

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 15										
015	0001			120.00	81.59	246.46	933.47	1381.52	02/04/2020	100.00 T
015	0001			259.83	148.78	190.48	441.38	1040.47	01/17/2020	258.91 T
015	0003			417.31	364.73	583.50	407.70	1773.24	05/22/2020	400.00 O
015	0003			466.27	187.61	404.92	1048.44	2107.24	02/10/2020	200.00 T
015	0003			174.92	144.91	368.22	419.38	1107.43	02/14/2020	450.43 T
5 Subtotals for Cycle 015				1438.33	927.62	1793.58	3250.37	7409.90		
5 Grand Totals				1438.33	927.62	1793.58	3250.37	7409.90		

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'rc' AND end_date IS NULL)

City of College Park

A / R A G I N G

06/09/2020 08:26:42

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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Cycle: 1

001	0001			41.64	27.56	76.83	1531.39	1677.42	02/04/2019	47.81	
001	0001			389.90	370.81	345.09	0.00	1105.80	03/04/2020		T
001	0001			463.98	198.23	246.18	221.24	1129.63	02/13/2020	192.42	O
001	0001			721.90	488.69	551.59	697.33	2459.51	03/04/2020		
001	0001			335.82	217.74	293.50	248.91	1095.97	01/27/2020	512.31	T
001	0002			877.24	440.24	470.03	105.28	1892.79	02/24/2020	168.46	T
001	0003			245.61	157.50	692.26	228.69	1324.06	05/26/2020	121.55	
001	0003			611.96	305.21	98.53	0.00	1015.70	05/01/2020	505.21	O
001	0003			1192.37	582.34	318.79	218.42	2311.92	02/24/2020	500.00	
001	0003			909.95	333.85	319.14	0.00	1562.94	02/19/2020	384.87	
001	0003			650.81	364.90	363.39	0.97	1380.07	02/25/2020	200.00	
001	0003			784.98	545.04	559.88	97.50	1987.40	02/16/2020	478.08	T
001	0003			1281.15	1032.99	522.04	983.92	3820.10	05/26/2020		O
001	0004			877.06	474.41	326.77	128.03	1806.27	01/30/2020	354.90	T
001	0004			575.42	236.70	257.36	933.15	2002.63	12/17/2019	170.00	O
001	0004			268.18	116.97	122.86	742.21	1250.22	02/03/2020	500.00	T

16 Subtotals for Cycle 001

10227.97 5893.18 5564.24 6137.04 27822.43

Cycle: 8

008	0001			265.29	461.36	516.88	3727.70	4971.23	05/19/2020	100.00	
008	0001			1051.18	245.58	133.75	232.06	1662.57			O
008	0001			388.18	295.40	339.21	0.00	1022.79	05/18/2020	200.00	
008	0001			1386.35	830.06	241.96	0.00	2458.37	02/28/2020	394.17	
008	0001			1891.66	493.88	666.90	11.70	3064.14	03/03/2020	600.00	T
008	0001			437.71	163.15	178.17	357.05	1136.08	02/04/2020	260.00	T
008	0001			639.74	418.55	455.93	0.00	1514.22	03/03/2020	557.00	T
008	0001			443.98	297.30	307.98	0.00	1049.26			T
008	0001			775.48	306.21	302.28	428.39	1812.36	08/30/2019	219.02	
008	0002			193.17	104.23	300.80	705.19	1303.39	05/26/2020	150.00	T
008	0002			21.56	16.95	360.94	645.84	1045.29	01/23/2020	300.00	T
008	0002			305.13	170.75	222.41	365.57	1063.86	03/04/2020	135.00	
008	0002			391.53	231.04	241.16	167.83	1031.56	03/05/2020	100.00	T
008	0003			585.76	277.01	288.60	485.90	1637.27	02/28/2020	500.00	T
008	0003			696.78	266.82	221.72	0.00	1185.32	03/03/2020	236.53	T
008	0003			300.71	169.62	362.60	266.94	1099.87	02/06/2020	608.92	
008	0004			582.82	221.64	271.49	149.83	1225.78	02/25/2020	125.00	T
008	0004			737.14	337.31	425.42	46.44	1546.31	02/27/2020	464.39	T

17 Subtotals for Cycle 008

11094.17 5306.86 5838.20 7590.44 29829.67

City of College Park

A / R A G I N G

06/09/2020 08:27:07

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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Cycle: 15

015 0001				138.18	233.37	344.41	525.98	1241.94	02/24/2020	325.00	T
015 0001				76.47	119.65	391.46	443.83	1031.41	03/03/2020	400.00	T
015 0001				233.65	180.41	457.82	496.18	1368.06	02/13/2020	516.22	T
015 0001				194.86	118.90	275.54	532.32	1121.62	02/07/2020		O
015 0001				370.38	245.83	422.22	51.54	1089.97	05/08/2020	400.00	T
015 0001				9259.47	9194.75	9401.45	0.00	27855.67	02/18/2020		O
015 0002				266.61	213.96	325.14	550.24	1355.95	12/18/2019	313.10	O
015 0002				278.13	172.06	220.77	457.07	1128.03	02/04/2020	238.00	T
015 0002				230.28	167.28	210.63	403.45	1011.64	01/28/2020	177.10	O
015 0002				210.06	170.93	246.78	449.07	1076.84	02/24/2020	78.47	O
015 0002				210.80	181.24	362.49	270.49	1025.02			T
015 0002				24104.19	24012.41	23590.55	0.00	71707.15	05/18/2020	29774.42	O
015 0003				1388.24	1618.72	1113.33	3091.10	7211.39			O

13 Subtotals for Cycle 015

36961.32	36629.51	37362.59	7271.27	118224.69
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46 Grand Totals

58283.46	47829.55	48765.03	20998.75	175876.79
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SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:

(category = 'rf' AND end_date IS NULL)

June 2020 Reconnects						
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining Balance
	Prepared by K.Johnson		Grand Totals	\$ -	\$ -	\$ -

Grand Totals: \$ - \$ - \$ -

March 2020 Reconnects						
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining Balance
	Prepared by T.Smith/K.Johnson					
			Grand Totals	\$ 48,179.51	\$ 45,153.31	\$ 3,026.20

Grand Totals: \$ 48,179.51 \$ 45,153.31 \$ 3,026.20

