



# 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)

Experience College Park  
Georgia's Global City

### ~ Agenda ~

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Monday, April 19, 2021

7:30 PM

Council Chambers

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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 April 5, 2021

**ACTION:**

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B. Approval of Workshop Session Minutes dated April 5, 2021.

**ACTION:**

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C. Approval of Budget Meeting Minutes dated March 29, 2021.

**ACTION:**

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D. Approval of Budget Meeting Minutes dated April 1, 2021.

**ACTION:**

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4. Proclamations, Resolutions, Plaques, and Announcements

- A. Recognition of the College Park Recreation Boys & Girls Georgia Recreational Parks Association (GRPA) State Champions and Runner Up. See attached proclamation and team roster.
- B. Introduction of Interim Chief of Police Thomas Kuzniacki.

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, June 12, 2021 from 8:00 a.m. until 3:00 p.m. in front of the College Park gymnasium. See memorandum dated April 14, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Special Event Form, letter dated March 31, 2021 from Hillman B2 Events & Promotions Founder Christopher Bryant. Ward 1.

**ACTION:**

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- B. Update On Governor Kemp’s Executive Order regarding COVID-19. See memorandum dated April 12, 2021 from Fire Chief Wade Elmore. Also, see attached supporting documentation.
- C. Discussion and update on top ten delinquent property tax payers. See memorandum dated April 13, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- D. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated April 14, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- E. College Park Utility Assistance Grant Program Update. See memorandum dated April 14, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

- A. Consideration of and action on a request to set a Public Hearing to review the Final Development Plan for 5391 West Fayetteville Road. A Public Hearing date of May 3, 2021 is recommended. See memorandum dated April 13, 2021 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 3.

**ACTION:**

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8. Bids, Change Order Requests and Contracts

- A. Consideration of property and casualty insurance renewal. See memorandum dated April 13, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached background information.

**ACTION:**

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- B. Consideration of and action on request for approval to utilize Slavin Management Consultants for a Police Chief national search and to authorize the Human Resources Director to negotiate an agreement with Slavin Management Consultants with substantially the same terms as the City's form services agreement. See memorandum dated April 14, 2021 from Interim City Manager Mercedes Miller and Director of Human Resources & Risk Management, along with the proposed agreement with Slavin Management Consultants. Also, see attached background information.

**ACTION:**

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- C. Consideration of and action on a request for approval of revisions to the Agreement between the City of College Park and Fincher Denmark, LLC for City Attorney services. See memorandum dated April 12, 2021 from Interim City Manager Mercedes Miller. Also, see attached revised Agreement. This is a budgeted item.

**ACTION:**

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- D. Consideration of and action on a request to grant approval to the Georgia Department of Transportation (GDOT) to fully fund and install a new safety pedestrian crossing on Old National Highway (SR 279) north of the I-285 westbound exit ramp at no cost to our city. Also, approval for the Mayor to sign the request for traffic signal. See memorandum dated April 13, 2021 from Director of Infrastructure & Development Jackson Myers requesting approval. Also, see attached supporting documentation. Ward 2 & 3.

**ACTION:**

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- E. Consideration of and action on a request for approval of improvements to the intersection of Rugby Avenue at Washington Road. See memorandum dated April 14, 2021 from Project Engineer Benard Kendrick requesting approval at an estimated cost not to exceed \$15,000. Funds are being sought through the GDOT Quick Response Project Program. Also, see attached supporting documentation. Ward 1.

**ACTION:**

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- F. Consideration of and action on a request for approval of the development of two temporary golf holes (holes 1 & 2) at the College Park Municipal Golf Course located at 3711 Fairway Drive. See memorandum dated April 14, 2021 from Economic Development Director Artie Jones, III requesting approval at an approximate cost of \$22,620. Also, see attached supporting documentation. Ward 2.

**ACTION:**

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G. Consideration of and action on a request for approval of an agreement between the City of College Park and Go Georgia Arts, Inc. to support the designed mural on the retaining wall of Park N Fly (south end of Main Street, corner of Main Street and Lee Street). See memorandum dated April 13, 2021 from Economic Development Director Artie Jones, III requesting approval. Also, see attached supporting documentation. Ward 1.

**ACTION:**

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H. Consideration of and action on a request for approval to renew the email archiving software protection service for one year. See memorandum dated April 12, 2021 from Chief Information Officer Michael Hicks recommending renewal of the annual service with Stratoguard, LLC in the amount of \$37,147.44. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

9. Unfinished (Old) Business

A. Consideration of an Indoor Smoking Ordinance regulating the smoking of tobacco products in the City of College Park. See memorandum dated April 14, 2021 from City Planner Michelle Alexander. Also, see attached supporting documentation.

**ACTION:**

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B. Update on speed cushion locations within the City limits. See memorandum dated April 14, 2021 from Deputy Chief of Police Sharis McCrary. Also, see attached list of locations and supporting documentation.

10. New Business

A. Consideration of and action on a request to adopt an ordinance regarding the provisions of 2021 election services with the Fulton County Board of Elections and Registration. See memorandum dated April 14, 2021 from City Clerk Shavala Moore. Also, see attached proposed IGA, Ordinance No. 2021-03 and supporting documentation. This is a budgeted item.

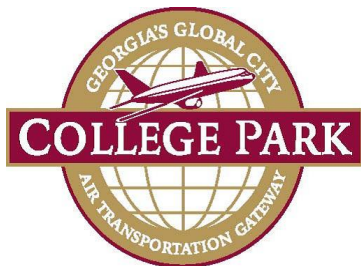
**ACTION:**

- 
- B. Consideration of and action on a request for approval to transfer Fulton County T-SPLOST funds to Aerotropolis Atlanta CIDs to support funding from Georgia Transportation Infrastructure Bank (GTIB) to financially enhance Virginia Avenue public safety pedestrian crossings at four locations. See memorandum dated April 13, 2021 from Director of Infrastructure & Development Jackson Myers requesting approval in the amount of \$704,000. Also, see attached supporting documentation. Ward 1 & 3.

**ACTION:**

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11. City Attorney's Report
  12. City Manager's Report
  13. Report of Mayor and Council
  14. Executive Session
  15. Approval of Executive Session Minutes
  16. Adjournment



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8755

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**RE:** Regular Session Minutes dated April 5, 2021

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See attached Regular Session Minutes dated April 5, 2021.

Thank you.

### ATTACHMENTS:

- RS040521 (DOCX)

### Review:

- Gabrielle Thornton      Completed      04/13/2021 5:05 PM
- Rosyline Robinson      Completed      04/14/2021 1:44 PM
- Mercedes Miller      Completed      04/14/2021 2:10 PM
- Mayor & City Council      Pending      04/19/2021 7:30 PM

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CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
APRIL 5, 2021

**MINUTES**

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; Interim City Manager Mercedes Miller; City Clerk Shavala Moore; and 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.

Councilman Allen said I would like to add my BIDA Appointee to tonight's agenda.

**ACTION:** Councilman Allen moved to approve to add to the agenda Item 9b, Ward 3 BIDA Board Appointee, seconded by Councilman Clay and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held March 15, 2021.

**ACTION:** Councilman Clay moved to approve Regular Session Minutes dated March 15, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Workshop Session held March 15, 2021.

**ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated March 15, 2021, with corrections, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

Page 13, line 573 – s/b Mayor Motley Broom.

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Presentation of a proclamation to Mr. Chin S. Cho, owner of College Park Shoe Repair located at 3745 Main Street for more than 40 years of success operating of a business in

47 the College Park Main and Virginia Avenue business district.

48

49 Mayor Motley Broom read into the record a proclamation to Mr. Chin S. Cho.

50

51 Mayor Motley Broom said we so need those types of businesses in our city.

52

53 Councilman Clay said I have had a number of shoes repaired there. He will be missed.

54

55 Main Street Manager Renee Coakley said we did honor Mr. Cho.

56

57 B. Presentation of a proclamation to the Woodward Academy Lady War Eagles as the  
58 undisputable winners of the Girls 2021 AAAAA STATE CHAMPIONSHIP, with a  
59 record of 21 wins and 1 loss in their 2021 season.

60

61 Mayor Motley Broom read into the record a proclamation to the Woodward Academy Lady  
62 War Eagles.

63

64 Mayor Motley Broom said it is quite an accomplishment for the team, the school, and the  
65 city. We are so proud of them. Who is here on behalf of the Lady War Eagles?

66

67 There was no comment made.

68

69 Councilman Allen said I would like to say they had a great record. It was a great win. I hate  
70 to put pressure on them, but we have to be expecting this again next year.

71

72 Mayor Motley Broom said that is pressure. The south side has a winning tradition. The  
73 West Lake Ladies won the GEICO National Championship over the weekend. They have  
74 won the State Championship 4 years in a row. It is an environment of champions. We are  
75 proud of what the War Eagles have done this year, and we look forward to next year.

76

77 Mayor Motley Broom asked, anyone else like to comment?

78

79 There were no further comments made.

80

81 C. Presentation of a proclamation designating April 2021 as “Clean Up Month” in the City  
82 of College Park.

83

84 Mayor Motley Broom presented the proclamation to Public Works. I love Clean Up Month.  
85 It is the best.

86

87 Councilman Allen said it’s a neat thing for the city. And to your crew, thank you very much  
88 for everything you do. I can’t think of another city that does quite what you do. Your  
89 people are second to none.

90

91 Director of Public Works Mike Mason said thank you.



92 D. Introduction of New Employees by Director of Human Resources & Risk  
93 Management Dwight Baker.

94  
95 Director of Human Resources & Risk Management Dr. Dwight Baker introduced the New  
96 Employees for the months of January, February, and March as follows:

97		
98	Jamone Lewis	Sr. HR Generalist
99	W. Lance Terry	Asst. Director of Recreation
100	Quintin Hill	Police Recruit
101	Stephen Bickerstaff	Police Recruit
102	Bernard Kendrick	Project Engineer
103	Joanne Young	HR Generalist
104	April Adams	Communications Operator
105	Nia Valentine	Communications Operator
106	Jibria Hood	Communications Operator
107		

108 Councilman Clay said welcome aboard everybody.

109  
110 5. Remarks Of Citizens.

111  
112 City Clerk Shavala Moore said I have 1 citizen remark. And it reads, as you know, I am  
113 opposed for moving 7 parking spaces from Main Street for any reason. I particularly oppose  
114 removing parking so a few Ward 1 residents can meet and eat in the street. The Main  
115 Street Board does not represent small business owners on Main Street who were not  
116 consulted. My request for a survey was denied. I speak for 18 small business owners and  
117 their employees who oppose the project. This project appears to be the whim of a new  
118 resident and board member who has no experience on Main Street and no apparent  
119 experience with parklets which are recommended for high retail areas, which we are not,  
120 recommend for high foot traffic areas, which we are not, and not recommend for high  
121 traffic areas or to be placed near an intersection. I formally request that you veto this project.  
122 If you go ahead and it succeeds, I will graciously congratulate you. If it doesn't, I will have  
123 a lot of fun reminding you of how strongly I opposed it. It would be easy to test. You can  
124 temporarily partition off the area with police protection, the GICC has everything you  
125 need to set up a dining area, and several restaurants might be willing to serve you in the  
126 street. Has anyone checked to see if you can serve alcohol on the street? Who will clean  
127 up? To make it more interesting, I will pay half the food tab for any financial contributor to  
128 the project who can sit for one full hour on the apron of a state highway listening to the traffic  
129 noise, breathing the exhaust fumes, and smelling the storm sewer. I'm in town Monday,  
130 Tuesday, and Wednesday, Paul Dorn.

131  
132 City Clerk Shavala Moore said there are no other comments.

133  
134 Mayor Motley Broom asked, is there anyone who would like to speak for 1 minute who was  
135 not on the agenda?

136  
137 No one raised their hand.

138 6. Other Business.

139

140 A. Presentation on the “Spring into Motion” Fitness Challenge sponsored by Kaiser  
141 Permanente.

142

143 Director of Human Resources & Risk Management Dr. Dwight Baker said this is a 4-week  
144 wellness competition that aims to encourage employees to get outside and get moving.

145

146 Ms. Kayla Espana said the goal is to record 6,000 steps a day, 5 days a week, for a total of 60  
147 points. Participants have the option to connect to a device like Fitbit, iWatch, or a step  
148 converter. Every week participants will learn a new spring topic. As they do their ordinary  
149 activity, they get to unlock these images. There are no trivia questions for them to advance.

150

151 Ms. Espana discussed social features within the program with an interactive message board.  
152 Any questions?

153

154 Councilman Clay said I think it’s a great opportunity. I know we walk every day. I should  
155 put mine in. I bet I can beat 6,000 steps. I think it’s great for the employees having gone  
156 through COVID. We need to get our bodies functional so we will be ready to come back.

157

158 Councilman Allen said a person like me that rides a bike, do I get a chance to do the steps?  
159 Speaker: said there is a converter, so if you do swimming or biking, you can convert and put  
160 the distance in there and it converts you into steps.

161

162 Councilman Allen said we could have a team to compete against, right?

163

164 Councilman Clay asked, do you have anything in there for like lifting weights and what have  
165 you?

166

167 Ms. Espana said this particular program doesn’t, but if we get to time we might be able to  
168 convert it into steps for you.

169

170 Councilman Clay said I will think about that.

171

172 Mayor Motley Broom said thank you.

173

174 B. Consideration of a request from College Park resident Mrs. Jenny Humbard to install a  
175 bench at Barrett Park to memorialize College Park resident Mr. Samuel Wheeler. Ward  
176 1.

177

178 Interim City Manager Mercedes Miller said I had the pleasure of speaking with Mrs.  
179 Humbard who lives in the area near Mr. Wheeler. He happily lived in College Park for over  
180 7 years, and he suddenly died. The citizens raised the money to be able to purchase a  
181 memorial bench in his honor, and they are also paying for the pad installation at Barrett  
182 Park. So, I am asking your approval for that neighborhood to put a bench in that park to  
183 honor Mr. Samuel Wheeler.

184 Councilman Clay said I'd like to add, I checked with City Attorney today to see if it is legal  
 185 for me to make a contribution from my discretionary fund just to defray some of the cost, and  
 186 he said that it was legal to do so. I would like to make a small contribution of \$200.00, if you  
 187 could arrange that, to have that taken out of my discretionary to offset some of the cost the  
 188 residents are paying.

189  
 190 Mayor Motley Broom said count me in on that too. I will match that \$200.00.

191  
 192 Mayor Motley Broom asked, any questions?

193  
 194 There were no questions.

195  
 196 **(Councilman Gay temporary left the Zoom Meeting)**

197  
 198 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes  
 199 Miller for College Park resident Mrs. Jenny Humbarnd to install a bench at Barrett  
 200 Park to memorialize College Park resident Mr. Samuel Wheeler, to include a \$200  
 201 discretionary donation each from Mayor Motley Broom and Councilman Clay  
 202 towards the bench installation, seconded by Councilman Taylor and motion carried.  
 203 (All Voted Yes). Councilman Gay not present on Zoom for the vote. Motion passed.

204  
 205 C. Consideration of and action on a request from the Historic College Park Neighborhood  
 206 Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to  
 207 display directional signs beginning April 19, 2021 for an annual community yard sale  
 208 scheduled for April 24, 2021 from 8:00 a.m. until 2:00 p.m. in the historic neighborhood  
 209 district. Wards 1 & 3.

210  
 211 Mayor Motley Broom asked, any questions on this item?

212  
 213 There were no questions.

214  
 215 **(Councilman Gay returned back to the Zoom Meeting)**

216  
 217 **ACTION:** Councilman Clay moved to approve a request from the Director of Inspections Oscar  
 218 Hudson for the Historic College Park Neighborhood Association (HCPNA) on an  
 219 exemption to the Advertising Matter Ordinance in order to display directional signs  
 220 beginning April 19, 2021 for an annual community yard sale scheduled for April 24,  
 221 2021 from 8:00 a.m. until 2:00 p.m. in the historic neighborhood district, seconded  
 222 by Councilman Allen and motion carried. (All Voted Yes).

223  
 224 D. Consideration of and action on a request to hold a City of College Park resident only  
 225 "Community Shred-It Day" on Saturday, April 17, 2021 from 9:00 a.m. to 2:00 p.m. at  
 226 the Public Works Maintenance Facility located at 2233 Harvard Avenue.

227  
 228 Mayor Motley Broom asked, any questions?

229

230 There were no questions.

231  
 232 **ACTION:** Councilman Gay moved to approve a request from Director of Public Works Mike  
 233 Mason to hold a City of College Park resident only "Community Shred-It Day" on  
 234 Saturday, April 17, 2021 from 9:00 a.m. to 2:00 p.m. at the Public Works  
 235 Maintenance Facility located at 2233 Harvard Avenue, seconded by Councilman  
 236 Taylor and motion carried. (All Voted Yes).

237  
 238 E. Consideration of and action on a request from Director of Public Works Mike Mason for  
 239 authorization to hold a "Household Hazardous Waste Day" drop off event in  
 240 conjunction with "April Clean Up Month 2021".

241  
 242 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works Mike  
 243 Mason for authorization to hold a "Household Hazardous Waste Day" drop off event  
 244 in conjunction with "April Clean Up Month 2021" to be held Saturday, April 17,  
 245 2021 from 9:00 a.m. to 2:00 p.m. at the Public Works Maintenance Facility located  
 246 at 2233 Harvard Avenue and Jamestown Plaza Parking lot located behind Charles E.  
 247 Phillips Park, seconded by Councilman Allen and motion carried. (All Voted Yes).

248  
 249 F. COVID-19 Update.

250  
 251 Director of Human Resources & Risk Management Dr. Dwight Baker said our numbers are  
 252 really low. As of today, we have 4 positive cases and 1 exposure, for a total of 5 cases  
 253 related to COVID-19.

254  
 255 Mayor Motley Broom asked, any questions for Dr. Baker? We reopened City Hall as of  
 256 April 1, 2021.

257  
 258 Interim City Manager Mercedes Miller said yes, ma'am, we did.

259  
 260 There were no questions for Dr. Baker.

261  
 262 G. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other  
 263 related software.

264  
 265 Director of Power Hugh Richardson gave a power point update on the AMI System, to include  
 266 access points and recent performance. We have added about 53 meters that is from the growth  
 267 of the Princeton Village, Hawthorne Homes, and some apartments to start back up on Godby  
 268 Road. That is the main change on that page. We are now replacing endpoints. We started  
 269 with 42 this month, and we will get 100 more in, and then 500 a month to get them all replaced.

270  
 271 Councilman Clay asked, who is paying? I know we are getting the endpoints for free. Are  
 272 we installing them, or are they paying to have them installed?

273  
 274 Director of Power Hugh Richardson said we are installing them ourselves.

275

276 Director of Power Hugh Richardson said next is the customer contacts about water leaks.  
 277 Sales from the pandemic still show some increase since November. Most of these are  
 278 commercial. It is picking back up.

279  
 280 Councilman Clay said this is an observation. The Data Center is contributing 14.5 percent of  
 281 the increase.

282  
 283 Mayor Motley Broom asked, any other questions or comments?

284  
 285 There were no further questions or comments.

286  
 287 H. Discussion and update on top ten delinquent property taxpayers.

288  
 289 There were no questions on this item.

290  
 291 I. Discussion and update on top ten delinquent utility customer accounts.

292  
 293 There were no questions on this item.

294  
 295 J. College Park Utility Assistance Grant Program Update.

296  
 297 Director of Finance & Accounting Althea Philord-Bradley said to date we have 172  
 298 approved applications. Total awarded to date is \$189,000.00. Twenty-six are still pending.  
 299 As of March 2, 2021, we have been in contact with everyone that has applied. We are still  
 300 accepting applications through the Customer Service Referral Program. There is still  
 301 funding available. Once we are through these applications, we are considering opening the  
 302 application process back up for those that did not get an opportunity to apply. They will get  
 303 an opportunity to apply towards the end of May. Any questions?

304  
 305 Interim City Manager Mercedes Miller said I'm working with Code Enforcement and  
 306 Communications. We are going to create a flyer that gives vaccination information, Fulton  
 307 County Housing information, as well as grant information. We will have it delivered to this  
 308 office for all the apartments in College Park.

309  
 310 Mayor Motley Broom said for their Housing Assistance Program, that one is on hold for  
 311 now. They are attempting to identify who is eligible and who is not. I was planning to share  
 312 a little bit more from our Board of Commissioners Meeting last week. About 15.5 thousand  
 313 people applied and 7,000 were eligible. Eighty-three hundred lived in Atlanta or outside of  
 314 Fulton County and did not apply. With the American Rescue Plan, there may be additional  
 315 funds available.

316  
 317 Interim City Manager Mercedes Miller said thank you.

318  
 319 7. Public Hearings. None.

320  
 321 8. Bid, Change Order Requests And Contracts.

- 322 A. Consideration of and action on a request for approval of a 12-month service agreement  
 323 with Governmentjobs.com, Inc. (dba "NEOGOV") for NEOGOV integrated applicant  
 324 tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms.  
 325

326 Mayor Motley Broom asked, does anyone have any additional questions?  
 327

328 Councilman Allen said they said it was a budgeted item. I recommend approval.  
 329

330 **ACTION:** Councilman Allen moved to approve a request from Director of Human Resources  
 331 & Risk Management Dwight Baker on a 12-month service agreement with  
 332 Governmentjobs.com, Inc. (dba "NEOGOV") for NEOGOV integrated applicant  
 333 tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms  
 334 for a total amount of \$30,824.24 with automatic renewal to include a 30-day  
 335 termination clause, seconded by Councilman Clay and motion carried. (All Voted  
 336 Yes).  
 337

- 338 B. Consideration of and action on a request for approval of the extension of the contract  
 339 with BDR for program management services for the Six West Development project.  
 340

341 Mayor Motley Broom said Mr. Jones is here to answer any questions.  
 342

343 Councilman Clay said I had one Mayor. On packet page 150, which I believe is digital page  
 344 150, on that cover page it says that BDR has provided programming services, et cetera, and  
 345 was supposed to end on March 10, 2021. And this one is picking up to July 31, 2021. It  
 346 appears that it will overlap because it was supposed to end. This is not picking up until when?  
 347 Immediately? What is the intent on that with regard to the dates?  
 348

349 Director of Economic Development Artie Jones said BDR is to continue to serve as a program  
 350 manager until the \$35,000.00 additional extension is exhausted. The reason we are working  
 351 with BDR is so that they can get us organized and get us to the closing table with all of the  
 352 developers within Six West.  
 353

354 Councilman Clay said I feel good about it.  
 355

356 Mayor Motley Broom asked, any other questions?  
 357

358 Councilman Allen said I had one question that was answered earlier. I think we do need to  
 359 stay on top of this.  
 360

361 **ACTION:** Councilman Clay moved to approve a request from Economic Development Director  
 362 Artie Jones III on the extension of the contract with BDR for program management  
 363 services for the Six West Development project, seconded by Councilman Allen and  
 364 motion carried. (All Voted Yes).  
 365

- 366 C. Consideration of and action on bids received for material for building circuits to the  
 367 CleanBlock Data Center.

368 Director of Power Hugh Richardson said this is the big ticket items for this project. We are  
369 planning to be through with this project by the end of July.

370  
371 Mayor Motley Broom asked, any questions for Mr. Richardson?

372  
373 Councilman Allen asked, you have worked with Irby before, correct?

374  
375 Director of Power Hugh Richardson said yes. That is a popular company throughout the state.

376  
377 Councilman Allen asked, are they responsive and on time?

378  
379 Director of Power Hugh Richardson said yes.

380  
381 **ACTION:** Councilman Clay moved to approve a request from Power Director Hugh Richardson  
382 on bids received for material for building circuits to the CleanBlock Data Center  
383 recommending Irby Utilities' bids for a total combined amount of \$105,547.50,  
384 seconded by Councilman Taylor and motion carried. (All Voted Yes).

385  
386 9. Unfinished (Old) Business.

387  
388 A. Consideration of and action on a Moratorium on Multi-Tenant Retail Uses.

389  
390 City Planner Nikki Washington said this is from our March 15, 2021 meeting when we  
391 originally discussed approval for the 90-day moratorium on multi-tenant retail use, while we  
392 are working through the Comprehensive Plan to determine what kind of retail the City wants  
393 to pursue and get that worked in, before we have anymore large multi-tenant retail centers.  
394 We are having a community meeting on April 29, 2021. You can sign up for that to get the  
395 community's input on several issues.

396  
397 Mayor Motley Broom asked, any questions for Ms. Washington?

398  
399 There were no questions.

400  
401 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington  
402 on a 90-Day Moratorium on Multi-Tenant Retail Uses, seconded by Councilman  
403 Allen and motion carried. (All Voted Yes).

404  
405 B. Ward 3 BIDA Board Appointee.

406  
407 Councilman Allen moved to nominate Dr. Anita Brown Cadence to the BIDA Board as the  
408 Ward 3 representative.

409  
410 Councilman Allen gave the professional background of Dr. Cadence.

411  
412 Councilman Allen asked, does Dr. Cadence get sworn in at the next BIDA meeting?

413

414 City Attorney Winston Denmark said she can.  
415

416 **ACTION:** Councilman Allen moved to approve to appoint Dr. Anita Brown Cadence to the  
417 BIDA Board as the Ward 3 representative, seconded by Councilman Clay and motion  
418 carried. (All Voted Yes).  
419

420 10. New Business.  
421

422 A. Consideration of and action on a request from Power Director Hugh Richardson for  
423 approval of his recommendation on the disbursement of the MEAG Power 2020 Year-  
424 End Settlement (YES) refund.  
425

426 **ACTION:** Councilman Gay moved to approve a request from Power Director Hugh Richardson  
427 on the disbursement of the MEAG Power 2020 Year-End Settlement (YES) refund  
428 that \$1,000,000.00 is to be divided evenly and applied to monthly MEAG power bills  
429 for 12 months and \$508,584.00 deposited to the MCT Fund, seconded by  
430 Councilman Clay and motion carried. (All Voted Yes).  
431

432 11. City Attorney's Report.  
433

434 City Attorney Winston Denmark said I have one update for Council on the issue that came  
435 up a couple of meetings ago with regard to the Smoke Fee Act of 2005. Essentially the City  
436 of College Park consistent with that Act, may have restrictions on smoking in a restaurant.  
437 The Act allows the City to prohibit smoking in restaurants, if they don't have an 18 and  
438 older limit. So, if the restaurant is 18 and older, then they can smoke. Also, if it's a family  
439 restaurant, the restaurant must have a separate room with a separate ventilation system, such  
440 that that smoke does not infiltrate other portions of the restaurant where there are all ages.  
441

442 City Attorney Winston Denmark said finally, I would report that on the retail tobacco shops,  
443 there is a specific exception in the statute that allows for smoking where there is retail sales  
444 of tobacco and cigar shops and such. There can be specific exemption for that. State Law  
445 allows the City of College Park and other localities to have ordinances that are more  
446 restrictive, and not otherwise inconsistent with State Law. So, we can do things that are  
447 more restrictive, but we cannot take away certain privileges that are granted by the State.  
448

449 Mayor Motley Broom said thank you, Mr. Denmark. Any questions?  
450

451 Councilman Clay asked, what is more restrictive in this case? In other words, if we were to  
452 say that, even if you tried to make the limit 18 and older, we could decide not to allow smoking  
453 at all. Would that be considered more restrictive?  
454

455 City Attorney Winston Denmark said yes, sir.  
456

457 Councilman Clay said what we can't do is say, no, you can smoke as much as you want  
458 wherever you want.  
459



460 City Attorney Winston Denmark said right, you couldn't say that. If the restaurant is of all  
461 ages that smoking is okay, you could not do (ph) that.

462  
463 Councilman Clay said thank you.

464  
465 12. City Manager's Report. None.

466  
467 13. Report of Mayor And Council.

468  
469 Councilman Gay – said I have 3 items. One is the Rec Department to go out when we have a  
470 large event like Easter Sunday and check the parking. They were double parked on the street.  
471 I would like us to look at a parking study to see if we need to identify more parking for safety  
472 at Phillips Park.

473  
474 Councilman Gay said we are noticing a lot of tractor-trailers on Herschel Road. We need to  
475 get the word out that tractor-trailers are prohibited on Herschel Road. That is a safety issue.  
476 We are noticing that some of the trucks come from our local businesses.

477  
478 Councilman Gay said the last thing is, I stopped to get a pair of shoes from the Shoe Shop,  
479 and I couldn't find a place to park. I was wondering if we could have a conversation about  
480 giving each business owner a personal parking space. If anything, for over the weekend.  
481 Because if a business owner wants to go to the bank or run and get some supplies, parking is  
482 really hard. At Camp Creek Marketplace, the businesses do have 1 or 2 designated spaces.  
483 That's all I have.

484  
485 Councilman Allen – said I received a call the other day from State Legislator Schofield,  
486 talking about the White Flag Program where they have an area of the city where they put  
487 little white flags, similar to the ones they put down indicating the gas lines in front of  
488 your house. The flag will represent each person that has died in College Park. She was  
489 wondering if we would partner with her office in looking at a program like that. So, if we  
490 could get someone to check with her. And, please, everybody, give me your opinion that we  
491 take a look at it.

492  
493 Mayor Motley Broom asked, is this in relation to COVID?

494  
495 Councilman Allen said yes. Post them for a week or two in front of City Hall or somewhere  
496 else.

497  
498 Councilman Allen said the second thing is I want to Welcome Dr. Cadence to BIDA.

499  
500 Councilman Allen said today I became a great grandfather for the third time.

501  
502 Mayor Motley Broom said congratulations!

503  
504 Councilman Taylor – said congratulations Ken! And I have nothing to report.

505

506 Councilman Clay – said I have several things.

507  
508 Councilman Clay said first off, I got an inquiry from one of my constituents today asking  
509 about the speed cushions on Herschel Road. They were commenting that they had driven  
510 Herschel Road south of Camp Creek and run across many speed cushions. And north of Camp  
511 Creek there are no speed cushions. I don't know. I think the Mayor has received comments  
512 from people on Herschel Road, in my ward, and in Ward 2. There is a lot of speeding and so  
513 forth going on.

514  
515 Councilman Clay said I made some inquiries today, and I have a question. How many speed  
516 cushions were permitted for north of Camp Creek and south of Camp Creek? How many did  
517 Council approve in this way of how many speed cushions on north and south of Camp Creek?  
518

519 Major Patterson said the projection for Herschel Road was 9 total. And that is what we  
520 purchased and have gotten material for. Three will be 3 north of Camp Creek to Washington  
521 Road. One will be just north of the entrance of 3800 Herschel Road. And the other one will  
522 be at 3507 and 3519, and a third one between 3568 and 3580 Herschel Road.

523  
524 Councilman Clay asked, do you know the length of that road from Washington to Camp  
525 Creek?  
526

527 Major Patterson said no, sir, I don't. Tomorrow I can go out there and get you an estimate.  
528

529 Councilman Clay asked, what are the number of speed cushions that we can put on that portion  
530 of Herschel Road?  
531

532 Major Patterson said once you come over the crest of the hill coming north from 3800  
533 Herschel, that deep dip in the road, you can't have one within an 8 percent grade or greater.  
534 You can't have the speed cushions within 150 feet of a hillcrest. So, once you come north  
535 from 3800 Herschel, you almost immediately go into a curve. It would be dangerous to put  
536 one there. I had to push it back further north.  
537

538 Councilman Clay asked, are there any additional locations that would legitimately be  
539 available for speed cushions between Washington and Camp Creek?  
540

541 Major Patterson said I can go out again and reassess, sir. The one further north of Herschel  
542 Road and Washington is not very far from the intersection of Herschel and Washington Road.  
543 The industry standard is to have a minimum of 265 feet between speed cushions. The  
544 standard also suggests that you not be closer than 150 feet to an intersection as well.  
545

546 Councilman Clay said but you are saying that we have as many speed cushions between  
547 Washington and Camp Creek as we can reasonably put there; is that right?  
548

549 Major Patterson said yes, sir.  
550

551 Councilman Clay said I defer to the Police Department's judgment on this. We don't want  
552 an accident, and we have to stay within what the Georgia State Law is. They were remarking  
553 that they had driven south from Camp Creek, and they had run over 5 or 6 speed humps. And  
554 I presume all of those were installed with the same requirements; is that correct?  
555

556 Major Patterson said yes, sir.  
557

558 Councilman Clay said and all those that were installed were approved in council meetings for  
559 those locations.  
560

561 Major Patterson said one was going to be on Lakeshore near Main Street Academy, but there  
562 was some discussion between Councilman Gay and I, and he decided to take the one that was  
563 going to be on Herschel and move it to right there near Rundle near the park as a deterrent for  
564 people trying to catch the light, and the traffic at the park.  
565

566 Councilman Clay asked, are you saying that if Councilman Allen or myself decided that we  
567 wanted to move one of our speed humps around, we don't have to come back to council, we  
568 can just move it wherever we want to, as long as it's within the legal requirements?  
569

570 Major Patterson said the thought was that Councilman Gay wanted to move that one from the  
571 area of the school and put it there for those reasons.  
572

573 Councilman Clay said my question may be for the Council. So, if Ken and I want to move  
574 our speed humps around, - -  
575

576 Councilman Gay said I can weigh in on that. Prime Engineering had a lot of speed humps.  
577 So, I think we have deviated from the engineering study already. The second thing is we have  
578 two makeshift graves that anybody listening can go by and look at where we have kids who  
579 have died.  
580

581 Mayor Motley Broom said if we deviate from what has been approved, then we need to  
582 come back to the Body on that. Because we asked this, and I recall having this discussion  
583 while we were still together pre-COVID. There are other residents watching who are  
584 concerned about speed humps around their area. And they have heard me say that we don't  
585 have the money now. This was an expenditure prior to COVID. The speed humps were to  
586 go in where they were slated to go in. If that is not the case, we need to have another  
587 discussion about it. Wouldn't you agree?  
588

589 Councilman Clay said I get a freebie and Ken gets a freebie, since Councilman Gay got a  
590 freebie.  
591

592 Mayor Motley Broom said let's go ahead and put it on the agenda.  
593

594 Councilman Clay said the next thing is the Hawks Court. On Sunday I drove by the Hawks  
595 Court, and the gate was closed, and there were a number of players on the court. I didn't stop  
596 to check anything or what have you. I just drove on by. But a number of them looked like

597 adults. And I didn't see but one young child there. So, my question is: Did we have an event  
598 at the Hawks Court on Easter Sunday that allowed people to do that?  
599

600 Assistant Director of Recreation Lance Terry said we didn't have anything planned on the  
601 Hawks Court. We are still having problems with people jumping over the fence and going  
602 over there trying to play.  
603

604 Councilman Clay said we have a lot of police cars going and coming by the police station.  
605 And one of the things that I promised to the neighbors was that because this court was in such  
606 a visible area and was covered by a lot of police going by from the station and what have you,  
607 that it was very visible. It should be safe, et cetera, et cetera.  
608

609 Councilman Clay said so, what I don't understand is, if a police car drives by and the gate is  
610 closed and a bunch of people might be on the court, why doesn't somebody take initiative on  
611 that? That is a question for you and department chief. I suggest we have a camera on that  
612 court and that camera is recording. So, if somebody wants to take the time, they can go in  
613 and see when these people jumped over the fence. And I suggest we should do a better job  
614 about some of the things going on in the court there. And we don't seem to be making our  
615 commitment to the neighbors of that facility. So, could you please look into that and let me  
616 know what you intend to do about it?  
617

618 Interim City Manager Mercedes Miller said yes, we will.  
619

620 Mayor Motley Broom asked, is there an opportunity for parents to play with their children?  
621

622 Councilman Clay said Mayor, there is. It is fine for a parent to come and be with their  
623 children, or a coach to come with a bunch of 10-year-olds. The issue is people jumping the  
624 fence and a bunch of adults playing on the court. The court is closed on Sundays. We have  
625 to do a better job of how we manage that court.  
626

627 Mayor Motley Broom said there are hours for adults. And the majority of the hours are  
628 open to children.  
629

630 Councilman Clay said the reason the previous council objected strenuously to having any  
631 basketball courts was because of drug deals and other things going down on the court. I have  
632 also heard complaints about people swearing on the courts and improper behavior. That is  
633 why we set the original limit to 14 years of age. Somewhere in the process the limit got up to  
634 16. If a big brother wants to come in with their siblings, great. There are a number of adults  
635 that would like to play on that court.  
636

637 Mayor Motley Broom said we have heard from some of them.  
638

639 Councilman Clay said yes. And I have no problem with a supervised event from Recreation.  
640 I personally do not play basketball. I have my personal word and my commitment to it, and  
641 Council accepted it under those conditions. I don't live next to it. So personally, I don't have

642 a problem with it, but the neighbors do. And the hope was for the Hawks to come in sometime  
643 and play with the kids.

644  
645 Councilman Gay said for the record, that Hawks Court was wanted at Ward 4. We did not  
646 get the votes for it. We begged for that court and were given no consideration.

647  
648 Mayor Motley Broom said the court is where it is.

649  
650 Councilman Gay said the Council did not do that. That was not the conversation.

651  
652 Mayor Motley Broom said it doesn't matter.

653  
654 Councilman Gay said it does to me.

655  
656 Mayor Motley Broom said the situation that we have is one that we need to address.

657  
658 Councilman Clay said it is the majority of the Council. I do recollect that Councilman Gay  
659 would like to have as many speed humps and as many basketball courts in his ward as  
660 possible, but that was not the decision of council at the time. And Councilmen Wyatt and  
661 Carn were in opposition to having any basketball court in the city for the reasons that I  
662 mentioned.

663  
664 Councilman Gay said I directed Major Patterson to make sure that those 3 speed humps did  
665 not go on Herschel. Those were directions from me.

666  
667 Mayor Motley Broom said you are out of order. Any direction should be coming from the  
668 department, not individual council members.

669  
670 Councilman Clay said this is from a constituent today as well, We have a lot of trees that are  
671 falling. And various people have had trees taken out. You are required to have a permit for  
672 removing trees. Could we, the City, work on an arrangement with a preferred tree contractor  
673 that would offer good rates to the citizens? I think it cost me over \$3,000.00 to take down a  
674 tree in my front yard. I'd like us to consider the possibility of seeing if we could get some  
675 kind of a large contract with a preferred contractor. I am petitioning the Council to ask staff  
676 to look into that.

677  
678 Interim City Manager Mercedes Miller said yes, sir.

679  
680 Mayor Motley Broom asked, is that the intent of the Council?

681  
682 Councilman Gay said parking spaces as well.

683  
684 Interim City Manager Mercedes Miller said I have it in my notes.

685  
686 Councilman Clay said last item. A reminder if you haven't commented on the Neighborhood  
687 and Environmental Survey put out by the FAA. This information is on my website on the

688 aircraft noise page. Just look it up. It gives you links to go in and make your comments. The  
689 closing date is April 14, 2021.

690  
691 Mayor Motley Broom – said a resident reached out to me in regard to an ordinance that was  
692 passed in Atlanta to put some restriction of commercial harassment of homeowners, and I  
693 was wondering if we were considering anything of the sort. I have received text about  
694 selling my home. So, solicitations would be something that we would implement an  
695 ordinance regarding, because the concern would be that lots of homeowners are taken by  
696 tactics and lose massive amounts of equity in their homes. I just wanted to engage the  
697 Body’s thoughts about it, and if you want to even consider having a conversation about it.

698  
699 Councilman Clay said probably you could, if Atlanta has done it.

700  
701 Mayor Motley Broom said it looks like it was adopted.

702  
703 Councilman Clay said so the question would be, how hard would it be to enforce it? Door-  
704 to-door, mailers, telephone, or all the above?

705  
706 Mayor Motley Broom said I can circulate what was passed in the City of Atlanta and see if  
707 the Body is interested in pursuing it and see what your thoughts are.

708  
709 Councilman Clay said I think it would be a good idea. We have a lot of homes that have been  
710 here for a long time and have gone up dramatically. I think we should look into it.

711  
712 Councilmen Allen, Taylor, and Gay agreed.

713  
714 Mayor Motley Broom said the second issue is alcohol. Are we willing to have a broad  
715 discussion on alcohol? Currently, there is a brew pub (ph) wanting to land in College Park.  
716 They are not allowed to be here and serve alcohol. We are at a crossroads with the Six West  
717 Development. We can amend our ordinances to what consumers and everyone is  
718 looking for in communities. And I know that Councilman Clay has a lot to say about this.  
719 Is it something that you’re interested in discussing?

720  
721 Councilman Clay said we have to discuss it. If we are going to have Six West, we are probably  
722 going to have to at least maybe have different rules for different parts of the city. I don’t  
723 know whether that is legitimate or not. We need to at least have that discussion because it is  
724 going to come up.

725  
726 Mayor Motley Broom asked, anyone else?

727  
728 Councilman Gay said I would like to have the discussion about limiting alcohol licenses to  
729 convenient stores.

730  
731 Mayor Motley Broom said this is probably a workshop discussion.

732

733 Mayor Motley Broom said I got my second vaccine shot on Saturday. I feel great. I would  
734 encourage everybody to sign up through the Fulton County or State website and get  
735 vaccinated as soon as possible. I promise you I feel great right now. No problems at all.  
736 The arm soreness is over with. The fatigue is over. That is all I have.

737  
738 **ACTION:** Councilman Clay moved to recess Regular Session to take up Executive Session to  
739 discuss personnel, pending litigation, and the purchase of real estate, seconded by  
740 Councilman Gay and motion carried. (All Voted Yes).

741  
742 Mayor Motley Broom declared the Regular Session recessed at 8:53 p.m.

743  
744 14. Executive Session.

745  
746 Executive Session adjourned at 9:40 p.m. and Regular Session reconvened at 9:43 p.m.

747  
748 **ACTION:** Councilman Clay moved to approve the (3) revised Moody Easement Agreements,  
749 seconded by Councilman Allen and motion carried. (All Voted Yes).

750  
751 15. Approval of Executive Session Minutes.

752  
753 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated April 5, 2021,  
754 as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

755  
756 16. Adjournment.

757  
758 Mayor Motley Broom declared the Regular Session adjourned at 9:44 p.m.

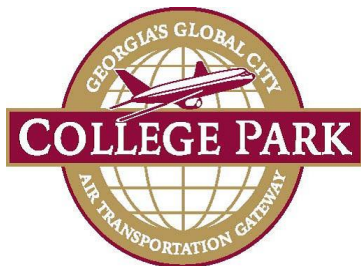
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768 **CITY OF COLLEGE PARK**

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772 **Bianca Motley Broom, Mayor**

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778







# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8756

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**RE:** Workshop Session Minutes dated April 5, 2021

---

See attached Workshop Session Minutes dated April 5, 2021.

Thank you.

### ATTACHMENTS:

- WSS040521 (PDF)

### Review:

- Gabrielle Thornton Completed 04/13/2021 8:53 AM
- Rosyline Robinson Completed 04/13/2021 1:32 PM
- Mercedes Miller Completed 04/13/2021 1:58 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
WORKSHOP SESSION  
APRIL 5, 2021

MINUTES

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

Absent: None.

**1. Second quarter of Fiscal Year 2020-2021 budget and financial review and with a 3-year forecast.**

Mayor Motley Broom said Mr. Wall and Ms. Bradley will guide us through this portion of the Workshop Session.

Mr. Ed Wall said the first slide is the overall observations of the Water & Sewer Fund. It has \$1.3 million in cash. It is owed \$5.1 million from other funds. The revenues are still down. The cost of wholesale water is up.

Mr. Wall said the first column on the next slide shows pre-COVID. It was \$491,000.00 in profit. The second column is the ending of June 30, 2020. Revenues had fallen a little bit. Expenses were about the same. The fourth column is the fiscal budget, \$651,000.00 to the positive through the first 6 months. The first 6 months you had a positive cash flow of \$243,609.00. But bills from East Point for wholesale water are our cost of sales purchases for the year, and that was about \$5.9 million in cost of sales. It was \$5 million 8, but you had a whole lot more revenues. We budgeted \$5,003,000.00 for the year. There is a funds negative cash flow of \$237,000.00. I'm not sure what is going on with this fund, but I would like you to instruct staff to dig deeper into it and figure out the cause for it. Something is not right. Any questions on this fund before I move on?

Mayor Motley Broom asked, any questions from the Body?

Councilman Allen said you are telling us you want us to take another look at it and fine-tune some of the numbers to make sure they are correct?

Mr. Wall said correct. Why are revenues not what we expect? And why are expenses, in particular cost of sales, so much higher than we projected? Those are the 2 questions for staff to bring back to you.

Mayor Motley Broom asked, any other questions on this fund?

There were no further questions.

47 Mr. Wall said the next fund is the Sanitation Fund. The rates were raised to 10 percent in  
48 June of 2020 for fiscal year 2021. This fund is doing great.

49  
50 Mr. Wall said the next slide is the actual for the Sanitation Fund. It was \$1 million 2 in  
51 revenues. You have \$1 million 6 in revenues. The increase is doing what it is supposed  
52 to do. For the first 6 months, there was a positive cash flow of \$359,000.00. For 2021  
53 you will have a \$497,000.00 positive cash flow. For 2022-2023 they are a little less  
54 because you are buying garbage trucks, and you have 3 more on the way. So, this fund is  
55 going great. Put a check on it. Any questions?

56  
57 Mayor Motley Broom asked, any questions from the Body?

58  
59 There were no questions on the Sanitation Fund.

60  
61 Mr. Wall said the next slide is the Electric Fund. It owes the General Fund \$7.2 million.  
62 BIDA owes it \$5.8 million. It was losing \$4 million a year in negative cash flow. You  
63 adopted to have a 25 percent rate increase in June of 2020. This fund is doing much  
64 better. The projected \$2.1 million should go towards some of the debts. We will transfer  
65 \$531,346.00 to the GICC, BIDA Fund \$500,000.00, and it owes the General Fund \$7.2  
66 million.

67  
68 Mayor Motley Broom said if the Electric Fund makes that transfer, does it then go up to  
69 \$6.3 million that BIDA would owe it?

70  
71 Mr. Wall said yes, ma'am.

72  
73 Director of Finance & Accounting Althea Philord-Bradley said no. Actually, it would go  
74 down. There is a repayment plan where the auditors do not believe that BIDA will ever  
75 pay back the funds that it owes to the Electric Fund. Council did approve back in 2016 a  
76 repayment plan that transfers the funds to BIDA in order to pay down that debt.

77  
78 Mayor Motley Broom asked, it will reduce their debt to whom?

79  
80 Director of Finance & Accounting Althea Philord-Bradley said to the Electric Fund.

81  
82 Mr. Wall said it will go to \$5.3 million.

83  
84 Director of Finance & Accounting Althea Philord-Bradley explained the process of how  
85 the debt that BIDA owes is paid down.

86  
87 Councilman Clay said you are writing off the debt is what you are saying.

88  
89 Director of Finance & Accounting Althea Philord-Bradley said exactly.

90  
91 Mr. Wall said if BIDA were to sell property, we could get that money back.

92

93 Mr. Wall discussed pre-COVID fund numbers. The loss was \$3 million 8 in COVID  
94 year. June 30, 2020, the loss was \$4 million 6. The revenues were \$27 million. They  
95 were budgeted at \$35 million there (indicating on Mr. Wall's screen). The budget for the  
96 first 6 months is \$18 million. The actual collections are \$20,521,000.00. \$725,000.00 to  
97 the good.

98  
99 Mr. Wall said the expenses were budgeted at \$18 million for the first 6 months. It came  
100 in at \$17 million. \$961,000.00 to the good in expenses. Cash flow for the year, we  
101 projected for 2021 is \$39 million. \$33 million in expenses. \$5 million 4 in the cash flow.  
102 Transfers out for the GICC \$531,000.00. BIDA is \$500,000.00. The General Fund is  
103 \$1,027,000.00. Extra expenses are \$2 million. The revenues are about the same. The  
104 Electric Fund is doing what it is expected to do.

105  
106 Councilman Allen asked, how much better do you think it will be?

107  
108 Mr. Wall said if we have a real hot summer, it will be better than that. I think it will be  
109 better than 779.

110  
111 Mayor Motley Broom said Mr. Richardson told us that he has been pretty conservative on  
112 the commercial use as well.

113  
114 Mr. Wall asked, any questions?

115  
116 There were no further questions.

117  
118 Mr. Wall said the next fund is the Car Rental Tax Fund. The revenues for 2021 were  
119 nearly nothing. Using cash reserves for ongoing expenses. At the end of June 30, 2021,  
120 we will have \$2.4 million in cash to use it with the 2022 revenues to make the payments  
121 that we need to make to bring that cash balance to zero on June 30, 2022.

122  
123 Mr. Wall discussed projections. In December 2020 we got \$180,470.00. The trade with  
124 Atlanta, they pay us \$400,000.00 a year, and we have \$200,000.00 every 6 months. We  
125 don't think we will get anymore revenues from the Car Rental Tax itself. We will get  
126 another \$200,000.00 payment from Atlanta. Transfers out to the General Fund, nothing.  
127 To BIDA, \$1,409,000.00. To the Arena, \$2 million 8. That will leave \$2,436,000.00 in  
128 the bank for June 30, 2021. The projection for 2020, we are projecting \$2 million in  
129 revenues that we will get in December 2021.

130  
131 Councilman Clay said you lost me on one thing. I thought we were at \$580,000.00. So,  
132 how did we get the money to give to those other funds?

133  
134 Mayor Motley Broom said as of June 30, 2021, we have \$2.4 million in there.

135  
136 Mr. Wall said we will have \$6,142,137.00 as of June 2020. The key part of this fund is  
137 will it generate \$2 million in December of this year. That is the thing to watch for. That  
138 is the key to making this fund.

139 Mayor Motley Broom asked, what has January and February told us?  
140

141 Mr. Wall asked Althea, do you have those numbers?  
142

143 Director of Finance & Accounting Althea Philord-Bradley said January was around  
144 \$700,000.00, and February was about close to \$600,000.00. January was \$770,000.00  
145 and February was \$574,000.00.  
146

147 Mayor Motley Broom said it went down. Okay.  
148

149 Mr. Wall said Atlanta gets \$8.8 million. So, take \$8.8 million and divide that by 12; that  
150 is an average of \$733,000.00 a month. So, over that amount it starts paying us.  
151

152 Councilman Allen said the projection of that \$2 million for 2022, is that projected in  
153 December?  
154

155 Mr. Wall said yes, sir, the first of December, or 2<sup>nd</sup> or 3<sup>rd</sup>.  
156

157 Councilman Allen said of 2021.  
158

159 Mayor Motley Broom said we need to know what was December.  
160

161 Mr. Wall said probably a million a month. I will send you an Excel spreadsheet showing  
162 you that.  
163

164 Councilman Allen said that will be close.  
165

166 Councilman Clay agreed.  
167

168 Mr. Wall said the next fund is the Hotel/Motel Tax Fund. The cash was zero. At the end  
169 of 2021, it will be zero. FY-19, the first pre-COVID year, the 8 percent tax brought in  
170 \$11.8 million. For FY-20, pre and post COVID, it was at \$8.5 million. The revenues  
171 from the Hotel/Motel Tax are used to tote other funds; the DMO, GICC, BIDA, and the  
172 General Fund.  
173

174 Mr. Wall discussed numbers from the tax funds. In the first column for 2019, revenues  
175 were \$11,883,000.00, 8 percent tax; and \$1,660,000.00 from the Special District Tax. In  
176 the next column for 2020, the 8 percent tax fell down. Special District Tax was a wee bit  
177 more. The actual for the first 6 months in the fifth column is \$210,641,000.00. We  
178 collected \$2 million 4. We hope things will get better now that the vaccine is out.  
179

180 Mr. Wall said in June 30, 2020, the fund balance was \$2,025,031.00. The money  
181 between the General Fund, \$1.7 million; GICC, \$6,091,000.00; and BIDA is  
182 \$725,000.00.  
183

184 Mr. Wall discussed the projections for 2022. July 1 of this year to June 30, 2022,  
185 property tax the same, went to \$8,048,000.00, the same number in 2020. The DMO gets  
186 this by formula. It will leave \$9 million in revenues. Transfer out \$6,781,000.00. It will  
187 leave \$2,247,000.00 as a balance. Any questions?

188

189 There were no questions.

190

191 Mr. Wall said next is the Arena Fund. It will get rough from here on out. The Arena  
192 Fund owes the Storm Water Fund \$1 million 2; BIDA owes Arena Fund \$3 million 9.  
193 The big goal is to get all these funds paid up and cancel out all this debt going back and  
194 forth so each fund stands on its own. The Arena Fund has \$10,000.00 in cash. Debt  
195 service is covered in FY-2022 from Car Rental Tax cash balances, and revenues. This  
196 year the General Fund has to transfer \$1.4 million in cash to the Arena Fund. The FY-22  
197 operating losses for the Arena is \$1.2 million and will be funded by Hotel/Motel Tax.

198

199 Councilman Gay said you said we loaned BIDA \$3.9 million, can you remind us what  
200 that was? And in your projections, I don't see any land sales that BIDA will get revenue  
201 that goes to pay into this fund.

202

203 Mr. Wall said this is the Arena Fund and Land Sales from BIDA, I'm hoping we use it to  
204 pay the Electric Fund, and the Electric Fund to pay back to the General Fund.

205

206 Director of Finance & Accounting Althea Philord-Bradley said prior to them separating  
207 the 2 funds, all the funds were sitting in the BIDA Fund. And the BIDA Fund had a loss  
208 of cash. Therefore, the auditors did not want to show a negative cash balance. So, it  
209 moved what was available to the Arena Fund. And BIDA at that time owed to the Arena  
210 Fund \$3.9 million, but the cash was sitting in the BIDA Fund.

211

212 Mr. Wall said we are covering it in the future from Hotel/Motel Tax. The Car Rental Tax  
213 doesn't bring in \$2.8 million, so we will have to take money out of the General Fund to  
214 make that up. So, this fund is contingent on that. And if these revenues don't  
215 materialize, and COVID doesn't ease up, then we have to cut expenses back again.

216

217 Mayor Motley Broom asked, any other questions?

218

219 Councilman Gay said no. Thank you.

220

221 Mr. Wall said next is the GICC Fund. We are refinancing certain bond issues that we  
222 have to get cash flow relief. A key to making this fund work is getting the refinancing  
223 done which saves us \$5 million in cash flow in this period of 2022 and 2023. It has no  
224 cash now. The GICC owes the General Fund \$1.8 million, the Electric Fund  
225 \$800,000.00, Water & Sewer \$2.5 million. Operational cash flow shortfall will be  
226 covered by transfers from Special District Tax, Electric, and the General Fund. This fund  
227 hasn't always been quite this bad. Pre-COVID there was \$9 million in revenue. In 2021  
228 we budgeted \$8 million. Fifty percent is \$4 million. The operating deficit is \$3 million.

229

230 Mayor Motley Broom said the projected revenue does not include anything that we may  
231 receive being a vaccination location though; is that correct?

232

233 Mr. Wall said I don't think so.

234

235 Director of Finance & Accounting Althea Philord-Bradley said that is correct.

236

237 Councilman Allen asked, do you anticipate any problems with the restructure?

238

239 Mr. Wall said you don't know. The key to getting it done was doing these projections  
240 and showing a potential buyer that we had a plan in place, and we would pay it back. I'm  
241 comfortable with this and confident. I think we will get it done.

242

243 Councilman Gay asked, has it already been advertised?

244

245 Mr. Wall said I have sent out term sheets to various banks, and I have 2 interested in it.

246

247 Councilman Gay said Truist is our depository. Aren't they compelled to do it if you  
248 asked them, since they hold our cash?

249

250 Mr. Wall said they have been super supportive. They want to help us, but they have to  
251 give me a good interest rate. They want to know that they are going to get paid back.  
252 Their commitment has been waiting on me to give them these projections. Hopefully, I  
253 will know in a week. If they don't do it, I will go somewhere else.

254

255 Mayor Motley Broom said I do think we might be able to make some conservative  
256 projections on the FY-22 revenue for the GICC upward. I'm sorry, I was looking at the  
257 wrong number. Sorry, FY-21.

258

259 Interim City Manager Mercedes Miller said based on the vaccination, we are hopeful on  
260 getting money from the vaccination. I feel comfortable at the 1.7.

261

262 Councilman Gay said I think we should have a conversation about possibly selling the  
263 Arena. We will still own it. It is carrying a lot of debt.

264

265 Councilman Clay asked, how can you sell it and still own it?

266

267 Mr. Wall discussed transfers in. Any questions?

268

269 There were no questions.

270

271 Mr. Wall said one other thing in the budget for 2021. We budgeted \$3,269,000.00 from  
272 land sales, and for 2021 you have \$663,000.00 of revenues from land sales. The key to  
273 getting land sales over at Six West is putting in the infrastructure, roads.

274

275 Mr. Wall said the last fund is the General Fund. The 2021 revenues were good, except  
276 for fines and forfeitures, and licenses and permits. Great Fund Balance of \$21.2 million.  
277 There is \$1 million 8 due from the GICC, and \$7 million 2 from the Electric Fund, so the  
278 actual cash is \$12 million.

279

280 Mayor Motley Broom asked Mr. Wall to lay out the explanation related to the actual cash  
281 in the General Fund. There is a \$2 million discrepancy between Mr. Moses and what you  
282 are saying.

283

284 Mr. Wall said with current assets and current liabilities, and your net goes to come up  
285 with what really is pre cash. Current liabilities are things you haven't paid yet. And in  
286 that current liabilities, there are various payables totaling \$1 million 8 that brought that  
287 \$14 million down to \$12 million.

288

289 Mayor Motley Broom said thank you. I appreciate it.

290

291 Mr. Wall said yes.

292

293 Mr. Wall said the recommendation is getting \$4.6 million of the Biden Bucks of \$4.6  
294 million from the \$1.9 trillion Bill that Congress passed. \$2 million 3 in 2022 and \$2  
295 million 3 in 2023. I would like you to put all of that in the General Fund. There are 4  
296 categories that this money can be spent on. And one of them is to replace lost revenues  
297 due to the pandemic. The key thing is, Althea and I are not recommending a property tax  
298 increase at this time.

299

300 Mr. Wall discussed the revenue numbers. Pre-COVID was \$29 million. 2021 budget  
301 was \$25 million. Expenses are \$33 million pre-COVID; \$33.1 million post-COVID; cut  
302 in salaries, and the operating shortfall is \$2,359,741.00 for 2021. Transfers in of  
303 \$3,995,000.00. Transfers out of \$6,168,000.00. We will have \$7 million at the end of  
304 June 30, 2021. There will be a substantial increase in revenues in the General Fund in  
305 FY-22 and in expenses. That's it Mayor.

306

307 Mayor Motley Broom said let's talk a little bit about that. Where are we seeing the  
308 increases in that number?

309

310 Mr. Wall said there is \$5.3 in general government (indicating on screen). In 2021 it was  
311 \$5 million 3 and going to \$6 million 3; and \$2 million in Police. Fire is about the same.  
312 There is \$700,000.00 in Recreation; \$200,000.00 in Inspections; Engineering is about the  
313 same. Same in Buildings & Grounds. Parks are about the same. There is \$300,000.00 in  
314 Highways & Streets. Same in Housing Development. About the same in debt service.  
315 So, it's General Fund, Police, and a little bit of the other things.

316

317 Mayor Motley Broom said Althea, can you talk about those areas where things are and  
318 where the projections are increasing.

319



320 Director of Finance & Accounting Althea Philord-Bradley said if you look at pre-COVID  
321 2019, actual expenses were \$33.5 million; and 2020, 4 months of COVID the expenses  
322 were at \$33.1 million. The reason for the increase is in 2021 we did reduce the budget.  
323 We made some adjustments. We reduced the Police. And all across the board we froze  
324 positions. So, in 2022, it is us restoring some positions and also restoring the Police  
325 Capital Budget and that was about \$1.1 million in itself. That is what you are seeing, us  
326 restoring positions previously frozen and the capital budgets across the board.

327

328 Councilman Clay asked, wasn't the capital budget for a significant number of cars as  
329 well?

330

331 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

332

333 Councilman Allen said the other budget was talking about replacing all the positions that  
334 has been previously frozen or not?

335

336 Director of Finance & Accounting Althea Philord-Bradley said in 2021 there were  
337 positions frozen, and in 2022 we are restoring most of those positions.

338

339 Councilman Clay said but not all at one time. It will be staggered throughout the year,  
340 right?

341

342 Director of Finance & Accounting Althea Philord-Bradley said only for Police. The  
343 other departments are at 100 percent.

344

345 Councilman Clay said but Police is a significant number.

346

347 Councilman Allen said that will change it somewhat.

348

349 Mayor Motley Broom asked, can we have the opportunity to think a little bit more about  
350 staggering some of the other departments as well?

351

352 Director of Finance & Accounting Althea Philord-Bradley said I will be emailing the  
353 Council the position schedule Wednesday, and we ask that that discussion come to our  
354 next budget meeting.

355

356 Councilman Clay asked Althea, is this the thing I requested where you show the positions  
357 that are vacant versus what is budgeted?

358

359 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

360

361 Mayor Motley Broom said we will get that information on Wednesday, correct?

362

363 Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am.

364

365 Mayor Motley Broom asked, any other questions?

366 There were no further questions.

367

368 Councilman Clay said you guys have done a fantastic job.

369

370 **2. Presentation on NEOGOV (Applicant Tracking System) by NEOGOV Sr.**  
371 **Enterprise Account Executive, Vincent Vanauker.**

372

373 Mayor Motley Broom said this will be the Department of Human Resources & Risk  
374 Management.

375

376 Director of Human Resources & Risk Management Dr. Dwight Baker said our tracking  
377 software is out of date. We are looking at NEOGOV, and I will let Mr. Vanauker talk  
378 about the product and open it up for questions.

379

380 Mr. Vanauker discussed NEOGOV, to include its inception and the government  
381 customers it has across the State of Georgia.

382

383 Mr. Vanauker said what makes us the NEOGOV community is the sharing of best  
384 practices, best technology across the industry; and 3, the delivery of its software that is  
385 100 percent web based.

386

387 Mr. Vanauker discussed the scope of the project, recruit module, and the onboard phase.

388

389 Mr. Vanauker discussed advertising, interface landing page, post of job descriptions, and  
390 the application process.

391

392 Mr. Vanauker discussed appointment scheduling, card functionality, social media outlets,  
393 tracking dashboard, evaluation steps, screening and selection, and the rating matrix.

394

395 Mr. Vanauker discussed talent search, job posting technology, community shared class  
396 specs, and the onboard welcome portal.

397

398 Mayor Motley Broom said we are coming close to our time.

399

400 Mr. Vanauker said no problem.

401

402 Mr. Vanauker discussed mentor and chat links, new higher forms, sharing of forms, off-  
403 boarding portal, manager dashboard, and export of data.

404

405 Mr. Vanauker discussed impersonators, agencies, and partnerships. Any questions?

406

407 Councilman Allen said when you set your questions, how do you work with Dr. Baker  
408 and the different department heads in establishing the questions you are going to be  
409 asking the applicants?

410

411 Mr. Vanauker said those questions are designed and maintained at the agency level.

412 Councilman Clay said Mr. Hicks, is IT happy with the backup plan that they have?  
413 Because there is going to be Table-of-Organization data that is stored out in their  
414 computer facility. If it gets wiped out, where is the backup for it? Is there a secondary  
415 site? Are we expected to maintain a backup for it, and so forth?

416  
417 Chief Information Officer Michael Hicks said I went over that scenario with Vincent, and  
418 they do have a backup plan in place for College Park. They have another off-site storage  
419 area where they will maintain our data, in the event the portal is down.

420  
421 Councilman Clay said good. That Table-of-Organization, there is a substantial amount of  
422 work that goes into maintaining that. Dwight, that is maintained in New World, correct?

423  
424 Director of Human Resources & Risk Management Dr. Dwight Baker said yes, sir.

425  
426 Councilman Clay asked, is that automatically transferred then into NEOGOV, or do we  
427 have to recode it by hand into the NEOGOV system?

428  
429 Director of Human Resources & Risk Management Dr. Dwight Baker said it integrates  
430 with our New World System.

431  
432 Councilman Clay said when we make a change in the TO for our organization, it is  
433 automatically reflected in NEOGOV without any manual intervention required.

434  
435 Director of Human Resources & Risk Management Dr. Dwight Baker said that is correct.

436  
437 Councilman Gay asked, is it a budgeted item?

438  
439 Mayor Motley Broom said I believe it was budgeted, and I think we are considering it  
440 during our regular session.

441  
442 Director of Human Resources & Risk Management Dr. Dwight Baker said the second  
443 and third year of the contract will be in the coming fiscal year budgets.

444  
445 Councilman Clay said if we decide to cancel for convenience during the year, we are  
446 obligated to pay the full years' amount, even if we only used 6 months of the service.

447  
448 Councilman Allen said if that happens, what happens to the data? Can we get into the  
449 data, or does it cancel right then?

450  
451 Director of Human Resources & Risk Management Dr. Dwight Baker said it will be in  
452 their files, so we can retrieve that information. If we decide to purge that information, we  
453 have to send them notification that we want to purge that data.

454  
455 Councilman Clay said I believe that data can be accessed in the future, am I correct, even  
456 if we are not a customer at that point?

457

458 Director of Human Resources & Risk Management Dr. Dwight Baker said correct.

459

460 Councilman Clay said that’s good.

461

462 Mayor Motley Broom declared the Workshop Session adjourned at 7:28 p.m.

463

464

465

466

467

468

469

470

471

472

**CITY OF COLLEGE PARK**

473

474

475

\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

476

477

478

479

480

**ATTEST:**

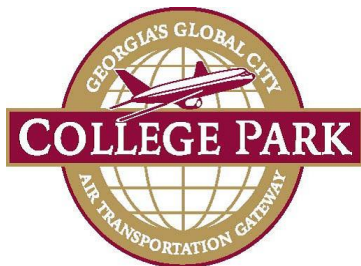
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**Shavala Moore, City Clerk**

485



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8759

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**RE:** Budget Meeting Minutes dated March 29, 2021

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See attached Budget Meeting Minutes dated March 29, 2021.

Thank you.

### ATTACHMENTS:

- Budget Meeting 032921 (DOC)

### Review:

- Gabrielle Thornton      Completed      04/08/2021 11:55 AM
- Rosylina Robinson      Completed      04/12/2021 3:36 PM
- Mercedes Miller      Completed      04/13/2021 1:02 PM
- Mayor & City Council      Pending      04/19/2021 7:30 PM

1 CITY OF COLLEGE PARK  
 2 MAYOR AND CITY COUNCIL  
 3 BUDGET SESSION #1  
 4 MARCH 29, 2021

5  
 6 **MINUTES**  
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick  
 9 Taylor, Ken Allen, and Roderick Gay; Interim City Manager Mercedes  
 10 Miller; Director of Finance & Accounting Althea Philord-Bradley; City  
 11 Clerk Shavala Moore.

12  
 13 Staff: All Applicable Departments.

14  
 15 Absent: None.

16  
 17 Mayor Motley Broom said this is the first of several budget meetings for Fiscal Year  
 18 2021-2022. I am Mayor Bianca Motley Broom. We are having some technical difficulty  
 19 this evening so you will not be able to see me, but you should be able to hear me. All  
 20 Council Members are present at this time. We are ready to go at 6:37 p.m. Interim City  
 21 Manager Mercedes Miller will be doing most of the heavy lifting this evening, and I will  
 22 hand it over to her at this time.

23  
 24 Interim City Manager Mercedes Miller said good evening. It gives me great pleasure to  
 25 present our 2021-2022 Recommended Budget, which focuses on strengthening our  
 26 tomorrow, retaining our employees, and moving the City forward in an unprecedented  
 27 time. We will have a brief power point overview, and we will turn the meeting back over  
 28 to the Mayor. Thank you very much. If you have any questions, please let us know. Ms.  
 29 Althea.

30  
 31 **PERSONNEL MATTERS:**

32  
 33 Director of Finance & Accounting Althea Philord-Bradley said good evening everyone  
 34 and all that are attending the City Budget Workshop.

35  
 36 Director of Finance & Accounting Althea Philord-Bradley gave a brief overview of the  
 37 Recommended 2021-2022 Budget. The City's recommended budget is \$134,157,965.00.  
 38 The General Fund Recommended Budget is \$33,162,507.00. The Fiscal Year 2021-2022  
 39 Recommended Budget also includes a \$7.2 million in Capital Improvements &  
 40 Equipment and Vehicle Replacement City-wide. The General Fund makes up for about  
 41 \$1.2 million of the total. There is a transfer from Car Rental Tax for us to finance the  
 42 purchase of police vehicle replacements and equipment. Also included is Phase II of the  
 43 Fire Personnel Salary Compression Pay Study.

44  
 45 Councilman Clay said I don't see anything being shared on the screen. Is there a power  
 46 point that is supposed to be shared?

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

48

49 Councilman Clay said okay. I got it. Thank you.

50

51 **CAPITAL OUTLAY:**

52

53 Director of Finance & Accounting Althea Philord-Bradley said there is a difference of  
54 \$8.7 million in debt service obligation, and this is pending a refinance that will be the  
55 deferral of principle payments only.

56

57 Director of Finance & Accounting Althea Philord-Bradley said there is an increase of  
58 Capital Equipment in the General Fund; however, there is a reduction in the Power and  
59 FAA Fund budget. So, overall, that slide is what is attributed to the slight increase of the  
60 budget when compared to the current fiscal year.

61

62 Director of Finance & Accounting Althea Philord-Bradley discussed the General Fund  
63 Expenditures by Function.

64

65 Councilman Clay said this is not the information that we have in our packet.

66

67 Director of Finance & Accounting Althea Philord-Bradley said yes, it is. Well, not the  
68 power point, but the schedules are the same.

69

70 Councilman Clay said thank you.

71

72 Councilman Allen asked, do all the numbers take into account the deferral of the debt?

73

74 Director of Finance & Accounting Althea Philord-Bradley said yes, it does.

75

76 Director of Finance & Accounting Althea Philord-Bradley said back to the General Fund  
77 Expenditures by Function. This shows what are the tax dollars, and where is it being  
78 spent; to include Public Safety (59%), General Government (20.5%), Recreation &  
79 Cultural Arts (9.2%), Public Works Division (6.3%), Economic Development (1.3%),  
80 and Transfers Out (2.3%).

81

82 Director of Finance & Accounting Althea Philord-Bradley said we just went over the  
83 General Funds by Function budget, now we are going to go over the General Fund  
84 Expenses by Department. This schedule shows the history of the General Fund expenses  
85 for the past few years by department and category. The recommended budget is \$12.6  
86 percent more compared to Fiscal Year 2021, and this increase is primarily due to the  
87 restoration of positions previously frozen, increase in Capital Outlay, and various  
88 operating expenses that had an increase throughout the General Fund departments. And  
89 that is primarily because we were at Fiscal Year 2021 budget where we made a lot of cuts  
90 to operating expenses, and now we are bringing it back up to the level of providing  
91 services that the City has been doing for years. By category to the right, the pie chart

92 shows the expense summary by category. Personnel costs accounts for a third of the  
93 recommended budget. So, this is where your tax dollars are going.

94  
95 Director of Finance & Accounting Althea Philord-Bradley discussed General Fund  
96 Revenues by Sources. This breaks out what type (reading from the chart). Ad valorem  
97 property tax revenue represents 39.7% of General Fund Revenues; Other Taxes accounts  
98 for 24.5%; Licenses and Permits accounts for 11.3%; Intergovernmental Revenues  
99 accounts for 4.1%; Other incomes, 2%; Fines & Forfeitures make up 1.9%; Charges for  
100 Services is 1.1%; and 15.4% of the General Fund Revenue is supplemented by funds  
101 transferred in from other city funds. That is the makeup of your General Fund Revenues.

102  
103 Councilman Clay said I think I gave a heads-up on this one. I don't have the slide, but I  
104 think it was, What percentage of the ad valorem taxes are coming from homes, from  
105 resident taxes?

106  
107 Director of Finance & Accounting Althea Philord-Bradley said I think we came up with  
108 about 13 to 15 percent.

109  
110 Councilman Clay said that's what we had before; is that about right?

111  
112 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

113  
114 Councilman Clay said so when people are paying property tax or feeling they are paying  
115 high property taxes, they are only contributing 15 percent or so to the General Fund.

116  
117 Councilman Allen said to the overall fund, it's a lot less.

118  
119 Mayor Motley Broom said in the American Rescue Plan, we have \$1.365 million in the  
120 General Fund Revenues for that. That is not the entire amount that we are expecting this  
121 fiscal year, correct?

122  
123 Director of Finance & Accounting Althea Philord-Bradley said no, ma'am. We are  
124 receiving \$4.7 million, and \$2.3 million will come within the next 60 days, and the  
125 remaining balance has to be paid out within 12 months.

126  
127 Mayor Motley Broom said all right. Thank you.

128  
129 Councilman Gay said when you were showing the Public Safety costs, City costs by  
130 departments, you had Public Safety as the highest amount. Is that cost comparable to  
131 similar cities with the amount of residents, 12,000 to 13,000, to those other cities?

132  
133 Director of Finance & Accounting Althea Philord-Bradley said yes. That is all across the  
134 nation.

135  
136 Councilman Gay said thank you.



137 Director of Finance & Accounting Althea Philord-Bradley discussed the current property  
138 tax rates. The recommended budget was prepared using the current millage rate showing  
139 on the table.

140

141 Mayor Motley Broom asked, for tax digest values, are we anticipating a high number of  
142 appeals at this point due to the pandemic?

143

144 Director of Finance & Accounting Althea Philord-Bradley said I have Philip Latona on  
145 the line. Philip, can you help answer the question? I do know from the time of the  
146 budget; the tax digest values were decreased. However, to answer your question, I would  
147 have to defer to Philip. Philip?

148

149 There was no response from Mr. Latona.

150

151 Director of Finance & Accounting Althea Philord-Bradley said I can get that question  
152 answered.

153

154 Director of Finance & Accounting Althea Philord-Bradley discussed the 10-year history  
155 slide that illustrates the taxable property values of the millage rate over the past 10 years.  
156 The City has been able to maintain the same millage rate for the past 9 years.

157

158 Director of Finance & Accounting Althea Philord-Bradley discussed debt service  
159 principal payment deferrals on the next slide. In the coming months, Ed Wall will come  
160 before the Council to present a debt restructuring plan, which will allow the City to defer  
161 \$8.7 million in principal payments until Fiscal Year 2024-2025. The deferral will give  
162 the City some relief, as some funds and revenue sources are not projected to perform at  
163 the pre-COVID level, and, therefore, would normally rely on the General  
164 Fund Reserves. Also listed are the debt service obligations that are scheduled for  
165 refinancing. The GICC debt obligations are about \$5.1 million and some change. We  
166 need to defer the debt in order to be able to not rely on the General Fund Reserves. The  
167 recommended budget includes the request for new positions. Total cost is \$251,383.00.

168

169 Councilman Clay said the Police Department, for example, that is an additional position,  
170 but does the budget assume that the many unfilled positions that we have in the Police  
171 Department will be filled? And if so, by what date, or is there a schedule spread over  
172 time that we are taking account of, in order to hold to the budget numbers?

173

174 Director of Finance & Accounting Althea Philord-Bradley said that is a spread, and that  
175 spread includes some positions not funded. There is a freeze on several positions, and  
176 there are positions also where we show they are only budgeted for 6 months out of the  
177 year, and then there are vacant positions that are 100 percent budgeted, so we did do a  
178 spread.

179

180 Councilman Clay said so, the addition of a position is almost noise level compared to the  
181 number of positions that we are already short, and we are not even filling from day one of  
182 the fiscal year.

183 Director of Finance & Accounting Althea Philord-Bradley said correct.

184

185 Councilman Clay asked, based on that spread, when do we anticipate that the budget will  
186 come to full strength with all approved positions filled?

187

188 Director of Finance & Accounting Althea Philord-Bradley said my estimation is by 2023.

189

190 Councilman Clay said so, we are going into a budget right now with a table of  
191 organization that has a lot of empty space in it, and we will end the budget year with  
192 those spaces still empty.

193

194 Director of Finance & Accounting Althea Philord-Bradley said correct.

195

196 Councilman Clay said wow! I knew we were down people, but I didn't know we were  
197 making that assumption in the budget. It's no wonder we were able to achieve the budget  
198 that we were able to achieve.

199

200 Councilman Gay asked, why is the Erosion Control Officer and Code Enforcement  
201 Officer at a little over \$100,000.00 necessary, rather than filling those positions or even  
202 adding positions to Public Works where I know for a fact they are short?

203

204 Interim City Manager Mercedes Miller said the Public Works Department and Erosion  
205 Control Compliance Officer is important to you because it will offset the more than  
206 \$100,000.00 that was spent on engineers. They will be going after funds that are due to  
207 the City. So, all we are doing it swopping our fund over to our own officer to go out and  
208 do this. With the increase in residents and homes that we have coming into the area, we  
209 do need to increase that Code Enforcement department.

210

211 Councilman Gay said I disagree respectfully, and that's it.

212

213 Councilman Clay said one thing we have to consider is the fact that we can get Code  
214 Enforcement Officers. One of the reasons is we have a number of police positions that  
215 are not filled, but that isn't because we don't want to fill them, it's because we haven't  
216 been able to acquire them. It may be easier to get a Code Enforcement Officer.

217

218 Mayor Motley Broom said to add to Councilman Clay's comment, I think it is a  
219 nationwide situation. Certainly, one that has accrued in Metropolitan Atlanta, in terms of  
220 recruiting and retaining officers. I was on a call last week with some people from  
221 Marietta. Our neighbors in the region are looking for officers. I think Atlanta is down  
222 by about 400 officers. So, everyone is looking to hire police officers in a time where it is  
223 probably one of the more difficult positions to fill. It is something that we are focused on  
224 and trying to make sure that we are putting extra effort there.

225

226 Interim City Manager Mercedes Miller said in Public Works, there were several of those  
227 positions that were frozen last year when we had to cut the budget. A lot of those

228 positions have been released, and they have a lot of positions posted. So, there are extra  
229 positions in Public Works. We just have to fill those positions.

230

231 Councilman Gay said thank you.

232

233 Councilman Allen asked, do we know if Public Works will be down when we finish  
234 filling all the positions? Will that put them up to full staff, or will they still be short?

235

236 Interim City Manager Mercedes Miller said they will still have some positions that are  
237 frozen.

238

239 Councilman Clay said I would like to see a graphic that would show by organization the  
240 buildup of staff positions on a month by month or quarter by quarter basis as we are  
241 projecting to proceed through Fiscal Year 2022. Starting in July we have X number of  
242 positions, in August we have X number, and so forth. I'd like to get some gut feel  
243 visually of when the organizations are going to come up to staff. Just to see the budget,  
244 and the charts are great, but they don't mean anything if they are not filled.

245

246 Councilman Clay said another thing that might be interesting to note, I wish I had a gut  
247 feel of how big the budget would be if all the positions were filled on day one. And I'm  
248 not trying to make a lot of extra work for you, I'm just trying to get a gut feel. I thought  
249 the budget looked really great. But when it is not taking into account the proper buildup  
250 of staff, and that is not reflected in the Table of Organization (TO) that we are seeing  
251 with each of the different departments, it gives you a certain false sense of security.

252

253 Councilman Allen said I would like to take it just one step further. Where we have let  
254 people go at the GICC, if we had 10 or 12 people go, note those on there as well so we do  
255 know that these are people that we need to bring back when the GICC reopens, like in  
256 January or whatever.

257

258 Mayor Motley Broom said I thought that was in there.

259

260 Director of Finance & Accounting Althea Philord-Bradley said it is. The GICC's budget  
261 is based on bringing back those employees that were furloughed, back on January 1,  
262 2022.

263

264 Director of Finance & Accounting Althea Philord-Bradley said the next slide is the salary  
265 adjustment considerations. The listed initiatives are not reflected in the recommended  
266 budget number you have. On the table is a Cost-of-Living Adjustment (COLA) of 2.5  
267 percent for all City Employees that do not fall in any of the other categories below.

268

269 Director of Finance & Accounting Althea Philord-Bradley said the next consideration is  
270 to bring all full-time employees up to the \$15.00 hourly rate. The cost is \$100,306.00  
271 (ph). The department directors are separate. It is based on the annual evaluation and fall  
272 on the start date of their anniversary. The salary adjustment range is 3 percent to 5  
273 percent or none at all.

274 Councilman Clay said when you say considered but not funded, you mean this isn't in the  
275 budget. So, you're talking about another half-a-million dollars.

276  
277 Director of Finance & Accounting Althea Philord-Bradley said more than that. This does  
278 not include our Fire Department employees. They would not receive the additional  
279 adjustment, if they are receiving the compression adjustments.

280  
281 Mayor Motley Broom said the compression adjustment is already included.

282  
283 Councilman Clay said you say it's not funded but included.

284  
285 Mayor Motley Broom said the Fire Department compression Phase II is funded and  
286 included in the budget.

287  
288 Director of Finance & Accounting Althea Philord-Bradley said Interim City Manager  
289 also recommends a one-time bonus for sworn officers based on their years of service.  
290 That overall cost is \$84,204.00. The table below shows how we came to that figure.

291  
292 Councilman Clay asked, why are we seeing those slides for the first time tonight?

293  
294 Interim City Manager Mercedes Miller said this is an overview that we would like to be  
295 taken into consideration. And it is an education of where our tax dollars are going now.  
296 So, we would like to take these into consideration, after everything is said and done.

297  
298 Councilman Clay asked, but why not put all the cards on the table? What other things are  
299 coming that I might not know about? I am a little upset about this. I felt coming into this  
300 meeting I had a certain picture of what the budget was and the state of our City, and now  
301 I come into the picture and I find that what I have gotten several days in advance that I  
302 have been reviewing isn't a true reflection of the situation. And I'm sorry to be hard, but  
303 I got to tell it like it is. Guys, I'm disappointed.

304  
305 Interim City Manager Mercedes Miller said there is not anything else that is going into  
306 the budget, but these are options that we are presenting, options as a proposal for the  
307 employees.

308  
309 Councilman Clay said but they are options that I would like to take in.

310  
311 Councilman Gay said I have 2 comments. Since I have been on Council, these  
312 recommendations are generally made after we see the true picture, then we discuss them.  
313 That is what I have been familiar with. Second thing, if we are going to propose an  
314 increase to employees, a one-time bonus, what about the other departments? They are  
315 saying they deserve the same amount of increase. What is the science behind these  
316 recommendations?

317  
318 Interim City Manager Mercedes Miller said we are trying to keep an incentive to hold on  
319 to our officers. We know that our pay is not comparable to other cities. So, we are

320 getting our seasoned officers a one-time bonus for staying around and for just giving  
321 them the consideration of some type of advancement or some type of consideration for  
322 being faithful to the City of College Park. Our salary is about \$6,000.00 less than most of  
323 the salaries of the surrounding areas.

324

325 Councilman Gay said you told us that Public Safety represents a considerable amount of  
326 our budget for these considerations. For me, other departments are just as essential in  
327 running the city as Public Safety. If we have that much budgeted already, I would like  
328 for us to consider other departments that are coming to me with these same concerns and  
329 their bonuses and all that.

330

331 Interim City Manager Mercedes Miller said understood.

332

333 Director of Finance & Accounting Althea Philord-Bradley said the final slide shows the  
334 remaining budget workshop meetings. Any questions?

335

336 Councilman Clay said go back to the packet information that we got because I have a  
337 number of questions on that starting with the first page of the summary schedule and  
338 charts.

339

340 Mayor Motley Broom said that is digital page 9.

341

342 Councilman Clay said the intergovernmental revenue, would you refresh me on what is in  
343 the intergovernmental revenue?

344

345 Director of Finance & Accounting Althea Philord-Bradley said the American Rescue  
346 Plan. And the year before that is the CARES Act.

347

348 Councilman Clay asked, the transfers in, that is the transfers between funds?

349

350 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

351

352 Councilman Clay asked, and if we go down to the second block, the Hospitality Fund,  
353 you really believe it is going to generate \$11.2 million in revenue?

354

355 Director of Finance & Accounting Althea Philord-Bradley said yes. I'm going by the  
356 projections of Ed Wall. I did speak with him, and he projected about \$8.4 million. The  
357 remaining tax revenue will come from the millage rates for the Special District Tax. So,  
358 that is a guarantee as far as the \$2.5 million or \$2.9 million that we will generate from the  
359 Special District Tax.

360

361 Councilman Clay said and the Car Rental Tax Fund, I thought we weren't expecting  
362 anything from Car Rental Tax until the next fiscal year.

363

364 Director of Finance & Accounting Althea Philord-Bradley said again, Ed Wall projected  
365 that we would bring about \$2 million, not quite hit the \$3.2 million.

366 Councilman Clay said it says \$4.5 million.

367

368 Director of Finance & Accounting Althea Philord-Bradley said correct. There is about \$2  
369 million in reserves that we have in the fund.

370

371 Councilman Clay said that is depending on our agreement with Atlanta.

372

373 Director of Finance & Accounting Althea Philord-Bradley referred to the funds flow  
374 chart.

375

376 Councilman Clay said I was expecting that number to be zero. And if not zero, I was  
377 expecting it to be \$300,000.00, which would have made it \$4.5 million. So, I was  
378 expecting the \$4.3 million, but not the \$4.2 million. I sure hope we are right about that.  
379 That is a lot of money.

380

381 Mayor Motley Broom said if you look at 2020 to 2021, it reflects a loss in that fund.

382

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

384

385 Mayor Motley Broom said the net on that is about \$300,000.00.

386

387 Director of Finance & Accounting Althea Philord-Bradley said no. At the end of Fiscal  
388 year 2020, there is about \$6 million in the Car Rental Tax Fund balance. We are using \$4  
389 million of that fund balance in 2021, which will leave about \$2 million that we will use  
390 for 2022.

391

392 Councilman Clay said you had a budget carry forward of \$2.3 million, not anywhere near  
393 4 or 5.

394

395 Director of Finance & Accounting Althea Philord-Bradley said correct. We are  
396 projecting \$2 million that does come in from Car Rental Tax.

397

398 Councilman Clay said I thought it was a threshold thing.

399

400 Mayor Motley Broom said the IGA gives the City of Atlanta the first \$8.8 million, and  
401 then we get the next \$3.2 million. We get \$180,000.00 this year. There was only about  
402 \$9. whatever in there.

403

404 Councilman Clay said and we think the car rental is going to go up to \$13 million or so,  
405 so we can get our \$4.2 million.

406

407 Director of Finance & Accounting Althea Philord-Bradley said we are only estimating \$2  
408 million.

409

410 Councilman Allen asked, the charges for service, \$64 million, what is that for?

411

412 Director of Finance & Accounting Althea Philord-Bradley said primarily utilities. The  
413 budget doesn't take into consideration a fee increase. It is just what they are projecting  
414 overall with the new services.

415  
416 Councilman Allen said that is a new service, that's not based on the increase that we just  
417 made this past year.

418  
419 Director of Finance & Accounting Althea Philord-Bradley said no.

420  
421 Councilman Clay said we have \$9 million in the budget thanks to megawatts of service  
422 that is going in down on Godby Road. We have more revenue coming in from Power  
423 than we do from anything else.

424  
425 Mayor Motley Broom asked, any other questions?

426  
427 Councilman Clay said I'm good. Thank you.

428  
429 Mayor Motley Broom asked, anything else Ms. Miller?

430  
431 Interim City Manager Mercedes Miller said that is it for now.

432  
433 Councilman Allen asked, the golf course expansion, are we considering the amount of  
434 money it is going to take for the extra holes we are going to build?

435  
436 Director of Finance & Accounting Althea Philord-Bradley said no.

437  
438 Councilman Clay said Ken, I'm glad you brought that up. We have money in there for  
439 the golf course. I guess that is in the next budge session, but we have money there for  
440 that. I'm guessing we have to close down the golf course to move those holes around.  
441 How are we going to make as much money as we think we are going to make?

442  
443 Mayor Motley Broom said let's hold off on that discussion for now.

444  
445 Councilman Clay said okay.

446  
447 Mayor Motley Broom asked, any other questions?

448  
449 Councilman Clay said I guess not.

450  
451 **FAA:**

452  
453 Mayor Motley Broom asked, any questions?

454  
455 Councilman Clay said I have no questions for Ron.

456  
457 Mayor Motley Broom asked, anyone else?

458 There were no further questions.

459

460 **LEGISLATIVE:**

461

462 Councilman Clay said on page 1 of 3, expense line communication, a whole series of  
463 lines heat and power and water, they are all reduced to zero. I assume they are accounted  
464 for somewhere else.

465

466 Interim City Manager Mercedes Miller said they are broken out into all different  
467 departments in the city.

468

469 Director of Finance & Accounting Althea Philord-Bradley said it is not in the budget for  
470 Legislative. There should be a budget in there for those line items. We missed that.

471

472 Councilman Clay said I had a personal question, my discretionary balance for Ward 1.  
473 Two years ago, I had about \$15,000.00 in my discretionary because of discretionary that I  
474 had not spent, and because I don't have a lot of events. And I have hung on to that  
475 discretionary money in case we ever got into a situation where I need to put in a camera  
476 somewhere, for example. You heard Reggie Wilkins the other night at the council  
477 meeting indicating that he had not gotten cameras and a stop light and several other  
478 things. Well, I have enough money or had enough money at one time in my discretionary  
479 that I could have funded a camera. That is a choice on my part, rather than having a  
480 Ward party or whatever. That money has all evaporated. Is there any opportunity to get  
481 some of that money back because Mr. Wilkins would like a camera? And he also made  
482 the fact that he might like a stop light or something there. Are we going to do a rollover  
483 like we have done in the past or not?

484

485 Mayor Motley Broom said I thought our discussion last year was that we would not  
486 rollover because of the budgetary situation.

487

488 Councilman Clay said that was last year.

489

490 Interim City Manager Mercedes Miller said that is at the discretion of the Mayor &  
491 Council.

492

493 Councilman Clay said I'd like to get my \$15,000.00 back. I'm only one vote.

494

495 Councilman Allen said I don't have a problem either way. I don't think I had anything to  
496 rollover.

497

498 Mayor Motley Broom said it looks like all 4 of you have something in rollover. It's up to  
499 this Body.

500

501 Councilman Allen asked, how much money?

502

503 Mayor Motley Broom said roughly \$11,000.00 for the 4 of you.



504 Councilman Allen said it would be good to see it rolled over. I might take some money  
505 and have a picnic for Public Works, Fire, and the Police Department.

506  
507 Councilmen Gay, Taylor, and Clay agreed to roll it over.

508  
509 Councilman Gay asked, that rollover is effective when the fiscal year starts? July 1,  
510 2021?

511  
512 Interim City Manager Mercedes Miller said yes, sir.

513  
514 City Clerk Shavala Moore asked, is there a consensus to rollover the funds in the  
515 discretionary?

516  
517 Mayor Motley Broom said yes.

518  
519 Mayor Motley Broom asked, do I rollover?

520  
521 Councilman Clay said sure.

522  
523 Councilman Allen said I would think so.

524  
525 Councilman Clay said we're all in this together, Mayor.

526  
527 Mayor Motley Broom said fair enough.

528  
529 It was the consensus of Mayor & Council to rollover the funds in their discretionary  
530 accounts.

531  
532 Mayor Motley Broom asked, any other questions?

533  
534 Councilman Clay said on digital page 58, or 1 of 4, break out of the expenses, the budget  
535 transaction portion, the second block, telephone, I see Verizon data plan, Verizon  
536 wireless, and Windstream. What is the purpose of Windstream?

537  
538 Mayor Motley Broom said we talked about this last year.

539  
540 Chief Information Officer Michael Hicks said it is our bandwidth provider that we spread  
541 across all departments.

542  
543 Councilman Clay said there are in Legislative at least 3 council people, with the  
544 exception of myself, they all have wireless plans and data plans and iPhones and iPads  
545 and laptops, and I don't see any of that in here.

546  
547 Chief Information Officer Michael Hicks said we are not charging for the laptops or those  
548 iPads.

549

550 Councilman Clay said under Verizon data plans, you have 3 council people times 12  
551 months should be 26, not 12, no, 36, not 12, I would think.

552

553 Chief Information Officer Michael Hicks said we have done a tremendous amount of  
554 work in straightening up this bill. We have cut out at least 200. There were quite a few  
555 numbers that we were not using that belonged to different departments, and if people  
556 didn't scream in 30 days, we left them off for good.

557

558 Interim City Manager Mercedes Miller said the data plan is the 12 people, which are 2  
559 receptionists, Information Business Liaison, City Clerk, Deputy City Clerk, and the  
560 Executive Assistant, and I think the Mayor & Council are included in those.

561

562 Mayor Motley Broom said I'm not included in that.

563

564 Councilman Clay said 12 has always been the number of months. I'm looking at  
565 Windstream.

566

567 Mayor Motley Broom said if you look at the Verizon data plan, it's 12 units at \$473.00,  
568 the monthly plan for 12 plans at \$5,676.00. And \$473.00, looks like a yearly cost for 12  
569 data plans. The total is \$5,676.00.

570

571 Councilman Allen asked, is that for 12 people or is that times 12 months?

572

573 Mayor Motley Broom said I think it is the former. And we have 12 people.

574

575 Director of Finance & Accounting Althea Philord-Bradley said no. The \$473.00 a month  
576 is collectively the cost for everyone that has a data plan, and the 12 months is for the  
577 year.

578

579 Councilman Clay said so the 12 is for 12 months.

580

581 Councilman Gay asked, are we going to have any allowance for travel? I noticed GMA  
582 is going back live this year. Any travel budget for comforts?

583

584 Mayor Motley Broom said yes. Digital page 56 at the top, training and education,  
585 \$5,000.00.

586

587 Councilman Clay said we are covered for that Roderick.

588

589 Councilman Gay said thank you.

590

591 Mayor Motley Broom asked, any other questions?

592

593 Councilman Clay said I'm good.

594

595 **EXECUTIVE:**

596 Mayor Motley Broom asked, any questions?

597

598 Councilman Clay said I had one on digital page 78, 1 of 5, for the General Fund. If I go  
599 down to line 525280, what is other communications?

600

601 Director of Finance & Accounting Althea Philord-Bradley said that is just a  
602 miscellaneous cost.

603

604 Executive Assistant Rosyline Robinson said I think so.

605

606 Councilman Clay said maybe this is just an allocation across all organizations.

607

608 Mayor Motley Broom asked, we are rolling over discretionary, not travel, correct?

609

610 Interim City Manager Mercedes Miller said correct.

611

612 Mayor Motley Broom asked, any other questions in Executive?

613

614 There were no further questions made.

615

616 **BUSINESS LICENSE:**

617

618 City Clerk Shavala Moore asked, any questions?

619

620 Councilman Allen said on page 1 of 2 under Business License, R&M and DP  
621 Equipment, I was wondering what that was.

622

623 Interim City Manager Mercedes Miller said it is email license, on-line business license  
624 portal, and New World.

625

626 City Clerk Shavala Moore said the \$20,000.00 that we put in, this is for the new on-line  
627 business license portal that we are trying to implement, along with the other departments  
628 that require the on-line portal like Permits and Inspections.

629

630 **FINANCIAL ADMINISTRATION:**

631

632 Mayor Motley Broom asked, what happened to telephone?

633

634 Director of Finance & Accounting Althea Philord-Bradley said during COVID, most of  
635 the staff received cell phones.

636

637 Mayor Motley Broom said okay. Any other questions in Financial Administration?

638

639 There were no further questions.

640

641 **ACCOUNTING:**

642 Mayor Motley Broom asked, any questions for Althea?

643

644 Mayor Motley Broom said cell phones again. Can you talk about digital page 133,  
645 contractual services?

646

647 Director of Finance & Accounting Althea Philord-Bradley said we do contract with an  
648 agency, a professional that comes in and helps us during the audit process to get some  
649 papers updated and completed for the auditors to come in.

650

651 Mayor Motley Broom said it looks like we went way over what we spent in 2020.

652

653 Director of Finance & Accounting Althea Philord-Bradley said it should be offset by  
654 personnel cost for vacant positions.

655

656 Councilman Allen said on page 102, salary and part time, line -5030, department head  
657 requested \$49,000.00 and now it is zero.

658

659 Director of Finance & Accounting Althea Philord-Bradley said yes, because I'm  
660 requesting that we get rid of 2 part time and make it full time.

661

662 Councilman Allen said all right.

663

664 **HUMAN RESOURCES:**

665

666 Director of Human Resources & Risk Management Dr. Dwight Baker asked, any  
667 questions?

668

669 Councilman Clay said I had noticed on several line items there were some big increases,  
670 but I just assumed that we hadn't been doing that given the situation in the department;  
671 the turnover in the department, and the COVID situation. So, I didn't even think it would  
672 be worth asking the question.

673

674 Councilman Allen said I had the same thing on Conventions and Meetings and the dues.  
675 I figured it was getting back to where we should be.

676

677 Councilman Allen asked, on line 525510, consulting fees, \$302,000.00, brokerage fees  
678 for a new broker.

679

680 Director of Human Resources & Risk Management Dr. Dwight Baker said I would like to  
681 bring to Council on April 19, 2021 where we bid out for a payroll services which comes  
682 up to \$65,000.00 per year, and it includes the executive service firms with hiring City  
683 Manager, along with the other things listed; i.e., ethics program, tracking system,  
684 wellness program, and a language interpreter.

685

686 Councilman Clay said those are things we agreed to.

687

688 Councilman Allen said Workmens' Comp, do you expect it to go up to \$87,000.00?  
689  
690 Director of Human Resources & Risk Management Dr. Dwight Baker said it is a  
691 consolidated yearly amount that we are expecting to pay. We haven't been paying that in  
692 the past.  
693  
694 Councilman Clay said the fact that we haven't been paying it doesn't mean that we  
695 shouldn't have been paying it, it just means that we haven't been paying it, right?  
696  
697 Director of Human Resources & Risk Management Dr. Dwight Baker said correct.  
698  
699 Councilman Clay said I noticed the difference too.  
700  
701 Councilman Allen said on the bottom food and dietary supplies, \$1,500.00. What is that  
702 for?  
703  
704 Director of Human Resources & Risk Management Dr. Dwight Baker said it is for on-  
705 boarding and doing social distancing in public. So, for new hires we like to offer some  
706 refreshments during that on-boarding experience.  
707  
708 Councilman Allen said I have no problem with that at all.  
709  
710 Councilman Gay said listen, can we go back to the consultant fee? Can somebody show  
711 me what we paid last year compared to the \$300,000.00 that we budgeted, please?  
712  
713 Director of Finance & Accounting Althea Philord-Bradley said the broker fee was paid  
714 by Kaiser, \$230,000.00. It was nothing we budgeted. We paid the fee with our insurance  
715 premiums.  
716  
717 Councilman Gay said we don't know what our premium is going to be. So, if our  
718 premiums stay the same or even increase, then we have an additional \$300,000.00  
719 increase.  
720  
721 Director of Finance & Accounting Althea Philord-Bradley said no, \$140,000.00 is the  
722 broker service fee. Kaiser paid \$230,000.00 to the current broker.  
723  
724 Mayor Motley Broom said the number we need to look at is the premiums.  
725  
726 Councilman Clay said you have to have the 2 together. It was all included in Kaiser's fee  
727 before. That was pulled out, and we need to add them together again to see how we are  
728 doing with the new broker.  
729  
730 Councilman Gay asked, can we track that because I will be very concerned that we are  
731 going to pay more money when the goal was to save money.  
732  
733 Interim City Manager Mercedes Miller said yes, sir, we can definitely track that.

734 Councilman Clay said we already could anticipate that kind of savings, even if the fees  
735 went up a bit. So, I'm like Councilman Gay, I'm waiting to see how it shakes out.

736

737 Director of Human Resources & Risk Management Dr. Dwight Baker said the broker will  
738 be coming to you on the 19<sup>th</sup> to give you the new renewal.

739

740 Councilman Clay said great.

741

742 Councilman Allen said I would like to say thank you very much for all the new programs  
743 you have. It has been refreshing to see all the new ideas and thoughts you are putting out  
744 there and the programs that you have going. The question that I have is: Do you foresee  
745 that we are going to need to add any people, or part-time people, or interns to help with  
746 some of these programs?

747

748 Director of Human Resources & Risk Management Dr. Dwight Baker said I welcome the  
749 help. We definitely need it. I would like to start with a part-time position, if possible, to  
750 get our filing up to speed.

751

752 Councilman Clay said a lot of the employee contact can be directly with the outsource  
753 services, assuming that actually happens. Do we have money in the program this year for  
754 interns, in general? Each of us on Council had several hundred dollars a quarter for  
755 sponsoring an intern. And I wasn't in the office that much, so I usually loaned out my  
756 intern to someone else. For example, when we were doing research on Airbnb's, I gave it  
757 to the City Manager's office so we could have an intern come in and help with that. In  
758 the past, we have had both high school and college interns. I think it is a good program,  
759 and it's not a lot of money. I should have asked the question when we were there.

760

761 Interim City Manager Mercedes Miller said we can locate some funding for an intern  
762 program.

763

764 Councilman Allen said that would be good to help out with some of the people that are in  
765 school.

766

767 It was the consensus of Mayor & Council to find funding to support internships.

768

769 Director of Finance & Accounting Althea Philord-Bradley said just to be clear, we are  
770 funding an intern position?

771

772 Interim City Manager Mercedes Miller said an intern program.

773

774 Councilman Clay said and the Council Members had money for interns. And I think it's  
775 a good idea for City Manager to have one. And who knows, they get their college  
776 degree, and they may come back and work for us.

777

778 Mayor Motley Broom said see what we have done historically for an intern program and  
779 come back to us with that information.

780 Interim City Manager Mercedes Miller said yes, ma'am.

781

782 **INFORMATON TECHNOLOGY:**

783

784 Chief Information Officer Michael Hicks asked, any questions?

785

786 Mayor Motley Broom asked, are you reducing?

787

788 Chief Information Officer Michael Hicks said I reduced \$75,000.00.

789

790 Councilman Clay asked, what was cut on line 525730, page 1 of 3, under expenses,  
791 digital page 169?

792

793 Director of Finance & Accounting Althea Philord-Bradley said I can add one thing. The  
794 salary was reduced because a position, which is the GIS position, is being moved back to  
795 the Engineering Department. Just FYI.

796

797 Mayor Motley Broom said that makes sense to me.

798

799 Councilman Clay said line 525730 is the line I am talking about. It was reduced from 32  
800 percent, asking is \$642,000.00, and provided was \$431,000.00, so it is about  
801 \$210,000.00.

802

803 Chief Information Officer Michael Hicks said yes, sir. I had a new server upgrade that  
804 cost us \$450,000.00 over 5 years, and the expansion of fiber. What you see in front of  
805 you is the bare minimum.

806

807 Councilman Clay said there were some things in your program that you talked about  
808 closing the fiber loop, and I'm having a hard time finding it. You had some statements of  
809 doing the next phase of the fiber loop, connecting several of the rec centers, and the fire  
810 department, and a couple of the fire houses.

811

812 Chief Information Officer Michael Hicks said that got cut.

813

814 Mayor Motley Broom asked, is there an opportunity for us to seek outside sources for  
815 that? Grants?

816

817 Chief Information Officer Michael Hicks said I have a recommendation for \$2.3 million  
818 from the CARES Act funding. Some of that could be used for fiber expansion.

819

820 Mayor Motley Broom said yes, it can. I know we can use it for sewer and such.

821

822 Mayor Motley Broom asked Ms. Bradley, the 1.3 that you mentioned in the General  
823 Fund, where is the \$1 million that we are expecting in the next 60 days?

824

825 Director of Finance & Accounting Althea Philord-Bradley said I did not budget it.

826 Councilman Clay said with the fiber, isn't there an offset with that? If we close the loop  
827 with that fiber, can we eliminate some of the Windstream costs, or is it not complete  
828 enough to do that?

829  
830 Chief Information Officer Michael Hicks said we can because we have our own fiber in  
831 place.

832  
833 Mayor Motley Broom asked, can we get an analysis as to savings, if we were to have that  
834 expansion?

835  
836 Chief Information Officer Michael Hicks said yes.

837  
838 Councilman Clay said we pay a pretty penny for Windstream service.

839  
840 Chief Information Officer Michael Hicks said yes, for all 8 locations.

841  
842 Mayor Motley Broom asked, any other questions?

843  
844 There were no further questions.

845  
846 Mayor Motley Broom asked, any other questions that we have not addressed this evening  
847 on any of these departments before we adjourn?

848  
849 Councilman Allen said I'd like to thank Ms. Bradley and her group of people for an  
850 excellent job for the numbers you were working with this year, the crisis that has been  
851 going on, and the changes of the different budgets. I think you have done an excellent  
852 job with this budget. I appreciate it very much.

853  
854 Councilman Gay said she has not budgeted some of the CARES Act money, \$1 million.  
855 Will Mayor & Council have an opportunity to discuss the uses of those funds?

856  
857 Director of Finance & Accounting Althea Philord-Bradley said I will let City Manager  
858 speak on that. We can put together how we intend to use the funds, and Mayor &  
859 Council can make a decision on how the funds are utilized.

860  
861 Councilman Gay asked, but Mayor & Council will have an opportunity to add to that  
862 wish list?

863  
864 Interim City Manager Mercedes Miller said you will.

865  
866 Councilman Clay said I'd like to have an electronic copy of the slides that Althea  
867 presented because they are different from what was in our packet. And I would like to  
868 say in my response to Mercedes and Althea, that I think this was the clearest budget  
869 presentation that I can remember having at budget time on Council. I think you guys did  
870 an outstanding job of presenting the material, putting it together, avoiding crazy errors,  
871 especially this year with all the difficulty that you've had. So, my issues are not with the



872 way you put the budget together, I think it is excellent. Mine are philosophical from the  
873 standpoint of my perception of where I thought we were when we came in, and the fact  
874 that we are not running at full staff. And for those who are watching out in TV Land, we  
875 are not running with a full police department, and we are not filling out that police  
876 department on day one of Fiscal Year 2022.

877  
878 Mayor Motley Broom asked, any other comments or questions?

879  
880 Councilman Taylor said we talked about the bonuses and the raise. Are we going to go  
881 back and see what we are going to do or not do and where we are with the org charts? I  
882 want to know how many names did you budget for that that is not on the organizational  
883 chart.

884  
885 Director of Finance & Accounting Althea Philord-Bradley said I can provide you a list of  
886 employees by departments that are frozen.

887  
888 Councilman Clay said don't forget the fill back chart.

889  
890 Mayor Motley Broom said and when would we expect that to occur.

891  
892 Director of Finance & Accounting Althea Philord-Bradley said okay.

893  
894 Interim City Manager Mercedes Miller said we will come back at the very end to go over  
895 those requests again.

896  
897 Director of Finance & Accounting Althea Philord-Bradley said I would like to thank  
898 Cleshette Davis. She played a big part in putting this budget together. I just want to  
899 recognize her.

900  
901 Interim City Manager Mercedes Miller said thank you all very much.

902  
903 Mayor Motley Broom said have a good evening. Everyone take care.

904  
905 Mayor Motley Broom declared the Budget Session adjourned at 8:05 p.m.

906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917

**CITY OF COLLEGE PARK**

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**Bianca Motley Broom, Mayor**

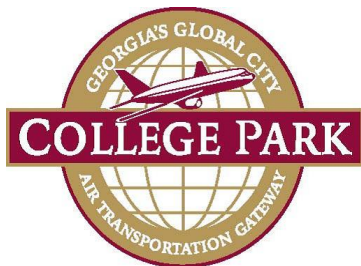
918 **ATTEST:**

919

920

921

922 \_\_\_\_\_  
**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: 8760

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**RE:** Budget Meeting Minutes dated April 1, 2021

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See attached Budget Meeting Minutes dated April 1, 2021.

Thank you.

### ATTACHMENTS:

- Budget Meeting 040121 (DOC)

### Review:

- Gabrielle Thornton      Completed      04/13/2021 8:56 AM
- Rosylne Robinson      Completed      04/13/2021 1:36 PM
- Mercedes Miller      Completed      04/13/2021 1:57 PM
- Mayor & City Council      Pending      04/19/2021 7:30 PM

CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
BUDGET SESSION #2  
APRIL 1, 2021

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; Interim City Manager Mercedes Miller; Director of Finance & Accounting Althea Philord-Bradley; and Deputy City Clerk Gabrielle Thornton.

Staff: All Applicable Departments.

Absent: City Clerk Shavala Moore.

PUBLIC INFORMATION OFFICE:

Interim City Manager Mercedes Miller said Gerald Walker is on the Zoom, and he will be able to answer any questions.

Mayor Motley Broom asked, on digital page 5, line 525240, telephone, what is the increase there related to?

Director of Communications Gerald Walker said I have to defer to Finance.

Interim City Manager Mercedes Miller said this was submitted by Michael Hicks, and everyone's line has gone up.

Councilman Clay said on line 515040, shared utility payments.

Director of Communications Gerald Walker said I believe that would be the same outcome.

Councilman Clay asked, do we have a general answer for that? Obviously, it's across the whole organization. That's not for you Gerald, it's all for City Manager.

Director of Finance & Accounting Althea Philord-Bradley said you are referring to the utility credit. Don't we have 2 employees that live within the City of College Park, or is it just 1 employee?

Councilman Clay asked, why does it say shared utility payments? Can we get that changed to something more recognizable?

Director of Finance & Accounting Althea Philord-Bradley said yes. That is something we inherited, but that is something that can be updated.

47 Councilman Clay said we don't need to do it for this budget, but next year.

48

49 Mayor Motley Broom asked, on line 526200, training is zero.

50

51 Director of Communications Gerald Walker said I would like to have some training, but  
52 it had been restricted with reducing our budget. It was reduced last year. I would like to  
53 add training because we are having new requirements, either for Adobe training, new  
54 social media trends, and training and technical demands.

55

56 Councilman Clay said I don't see how you can go without training totally Gerald, even if  
57 it is an on-line course that you have to buy to learn more about Adobe, et cetera, et cetera.

58

59 Councilman Allen agreed.

60

61 Interim City Manager Mercedes Miller said I think they do have an on-line training, and I  
62 don't think it costs anything.

63

64 Director of Communications Gerald Walker said for what we do, it costs. We had a  
65 former employee that took Adobe training that lasted 4 years. It was out of Dublin,  
66 Ireland. We financed that.

67

68 Councilman Clay asked, how much was it? Do you remember?

69

70 Director of Communications Gerald Walker said I don't remember right off the bat, but I  
71 actually paid for it with my credit card and got reimbursed. But they hit us up again the  
72 next year when we had finished the training. We will watch it a little closer. It was  
73 probably around \$700.00 to \$1,400.00.

74

75 Mayor Motley Broom said my thought was \$2,000.00 for training. I think training is  
76 essential.

77

78 Councilman Allen said I think \$1,500.00 is a better number.

79

80 Mayor Motley Broom asked, is there a consensus on getting that to \$1,500.00?

81

82 Councilman Clay said let's go with \$1,500.00.

83

84 Councilman Taylor said okay.

85

86 Mayor Motley Broom said for the people who are controlling the meeting tonight, on  
87 Monday we had the pages up. Can we do that for our audience?

88

89 Deputy City Clerk Gabrielle Thornton said I was looking for it.

90

91 Mayor Motley Broom said on line 526000, advertising expenses, it has been cut to  
92 \$5,000.00, but at this point we are at 12 percent used in the actual fiscal year. If we were

93 to shuffle some stuff around, perhaps we move that down to \$3,500.00, and that way we  
94 are keeping the overall number the same.

95

96 Interim City Manager Mercedes Miller said I will get it done.

97

98 Mayor Motley Broom asked, is there a consensus?

99

100 Councilman Clay said yes, that sounds good to me.

101

102 Councilman Allen said it keeps it balanced.

103

104 Councilman Taylor said I agree. The training can go a little more than he expected. Can  
105 we stay up under that \$5,000.00 for both? How are we going to work that? Are we  
106 willing to go above \$5,000.00?

107

108 Interim City Manager Mercedes Miller said leave it at \$5,000.00.

109

110 Mayor Motley Broom said on digital page 6, line 537123, computer hardware, I see that  
111 it got zeroed out. What were you questioning?

112

113 Director of Communications Gerald Walker said the TV Channel, that at some point in  
114 this year or sometime soon, we move back into the Council Chambers. This hardware is  
115 a little bit outdated. It was approved in 2009, and now we have certain requirements to  
116 try to broadcast the council meetings live when we can get back in there. We rigged it up  
117 to where we were able to do some things. But if we look at updating the Council  
118 Chambers, I was seeking to try to update the hardware and create a switcher here so we  
119 can go smoothly from what is happening in the Council Chambers on the TV Channel  
120 broadcasting our signals live.

121

122 Mayor Motley Broom said okay.

123

124 Director of Communications Gerald Walker said it has been removed. I just wanted to  
125 remind our group that when we get back into the Council Chambers, we will want to  
126 consider still Zooming.

127

128 Councilman Clay asked, what can't we do? As I recall, we had an inability to put it out  
129 on the TV Channel at the same time we were Zooming.

130

131 Director of Communications Gerald Walker said James Hammond was able to go live in  
132 the Council Chambers. He had to jump through a couple of hoops to work with some of  
133 the hardware that we have. And sometimes you have to turn it off or disengage it in  
134 order to then rearrange it to turn back on.

135

136 Mayor Motley Broom said right now we are broadcasting on Facebook, YouTube, and  
137 Twitter. Are we simultaneously on TV-23 right this moment?

138

139 Director of Communications Gerald Walker said no.  
140  
141 Mayor Motley Broom said I didn't think so. So, the recordings are played there.  
142  
143 Director of Communications Gerald Walker said yes.  
144  
145 Mayor Motley Broom said understood.  
146  
147 Mayor Motley Broom asked, do you have a sense of the level of engagement from the  
148 Television Channel versus social media, and the other ways we reach out?  
149  
150 Director of Communications Gerald Walker said I don't have any specific numbers. We  
151 are relying on the fact that we have those avenues. It is so much easier for people to pick  
152 up and go to social media because not everybody may have cable. But we are also  
153 streaming a signal so that people can see the TV Channel, if they hit our website and go  
154 to *collegetparkga.viebit.com*. We have built a following on Zoom.  
155  
156 Mayor Motley Broom said I am anticipating that we would not. Mr. Hicks and I had  
157 some conversations about this probably 6 or 8 weeks ago, just in anticipation of returning  
158 and seeing everyone in person again; that we wouldn't decrease access for our citizens.  
159 That seems to run counter to what we are trying to do. I talked to him about making sure  
160 that we are ready to do that and trying to be able to make that smooth transition. But I  
161 think we are going to hold off on that TV Channel stuff. But it is good to have that  
162 number in mind and have an understanding of what it could do, if we were in better  
163 financial shape.  
164  
165 Director of Communications Gerald Walker said understood.  
166  
167 Mayor Motley Broom asked, any other questions for Mr. Walker?  
168  
169 Councilman Clay said on line 526170, I noted that it's costing us \$900.00 per meeting to  
170 produce this.  
171  
172 Director of Communications Gerald Walker said yes. Well, not per meeting, but that is  
173 also considering the Zoom meetings with the Workshop Session and the Regular  
174 Meeting, the editing, the downloading, processing, and shipping.  
175  
176 Councilman Clay said but 1 unit is 1 meeting, and there are 22 meetings in here. And if  
177 my math is right, that covers us for 2 meetings a month, excluding the breaks in  
178 December and July. That seems like a lot.  
179  
180 Director of Communications Gerald Walker said in working with Mr. Hammond, that is  
181 the market rate there. It is a little bit less than what I had appropriated for. Once we saw  
182 his contract and our negotiations; that is what we settled on.  
183

184 Interim City Manager Mercedes Miller said perhaps we can take some of that training  
185 money and spend money on how to do it, and that may help us. Just a thought.

186

187 Councilman Clay said my Ward meeting, I do myself, and I broadcast to both YouTube  
188 and Facebook at the same time, not TV-23.

189

190 Director of Communications Gerald Walker said this is also blending in the technical  
191 requirements for a broadcast of the Council Chambers. He has a certain amount of  
192 technology. Even for this Zoom here, he has to use 3 types of computers to put all the  
193 stuff on the 3 different social medias. And when we are in the Council Chambers, he has  
194 wireless components on his 3 cameras that literally do the same thing. There are some  
195 technical aspects that go along with what is built into the price here.

196

197 Councilman Clay said I hear you. I'm looking at the number, that's all.

198

199 Mayor Motley Broom said north of that, 2 lines up, College Park Civic Engagement  
200 Production, what is that?

201

202 Director of Communications Gerald Walker said if we had another type of Zoom  
203 meeting, that is just someone hooking up. I have been told that they have a backup  
204 person just in case.

205

206 Councilman Clay said I'm doing my Ward meetings myself.

207

208 Mayor Motley Broom asked, any other questions?

209

210 Councilman Allen asked, can you take those numbers and move them around somewhat  
211 to make ends meet at this point? We could take another look at it later on when things  
212 improve.

213

214 Councilman Clay said on the financials, I did have 1 on digital page 17, talking about  
215 new initiatives. And Gerald, you have in there 2012-2013 Fiscal Year. That doesn't  
216 make sense. Why are you benchmarking against that?

217

218 Director of Communications Gerald Walker said that must be a typo.

219

220 Mayor Motley Broom asked, in regard to, and I know that we have started a newsletter,  
221 what kind of data are we getting, in terms of engagement in that and social media as  
222 well?

223

224 Director of Communications Gerald Walker said our newsletter which launched this last  
225 month in March, we have been slowly walking this thing. We have about 20 people who  
226 have signed up. We have asked people to sign up on the website. I have been working  
227 with IT because we want to have mass distribution. I have talked to Customer Service  
228 about collecting their email customers, as well as anyone else who has some work that  
229 they are doing with the City. We have talked to IT, and they are putting together a list of



230 all those names so we can build Constant Contact. City Clerk has a Constant Contact list  
231 also. We have had some really interesting growth spurts in social media.

232  
233 Mayor Motley Broom said in solidifying bringing vaccines to the GICC, we put a graphic  
234 out, and that thing blew through the roof. It was incredible. The beauty is that we will  
235 get a little bit better control when we have a little bit more help.

236  
237 Director of Communications Gerald Walker said, and I have had an intern work with me,  
238 and we have asked for our person to be added in July on our budget. But the bottom line  
239 is, I don't mind picking up a camera, or editing the website, or writing a press release.  
240 There will be certain levels of engagement that are dealing with production time. Some  
241 of this is a little bit of a snail's pace. I would like to praise my co-worker Mahersala.  
242 She is doing so many things. She can push the envelope on artistry and creativity. I  
243 think you are going to see more consistency, as well as reporting with our social media in  
244 the coming months. That's my pledge to you all.

245  
246 Mayor Motley Broom said go back to the streaming issue. Have we tried looking at  
247 Restream?

248  
249 Director of Communications Gerald Walker said no, I have not.

250  
251 Mayor Motley Broom said even if we keep the council meetings with ICON, if we were  
252 to get a Restream account, it might help us with that \$15,000.00 for community meetings.

253  
254 Councilman Clay asked Mayor, who is Restream?

255  
256 Mayor Motley Broom said East Point does it that way and it costs them \$50.00 a month  
257 to broadcast on Facebook and YouTube. I think it is something that we probably need to  
258 take a look at.

259  
260 Councilman Clay said a very good idea.

261  
262 Director of Communications Gerald Walker said I will look into it.

263  
264 Councilman Clay said I assume we are going to clean up the Organizational Chart at the  
265 beginning. It's got you down as Director of Administrative Services.

266  
267 Director of Communications Gerald Walker said I hope it doesn't.

268  
269 Director of Communications Gerald Walker asked, any other questions?

270  
271 There were no further questions.

272  
273 **GOLF:**

274

275 Interim City Manager Mercedes Miller said this will be the last time that the golf course  
276 shows up under Recreation. It will be moving to the GICC and the Arena.

277

278 Councilman Clay asked, under revenue totals, bottom line, how are we going to make  
279 that happen with the golf course transition to 6 points with the timing issue?

280

281 Director of Recreation & Cultural Arts Michelle Johnson said we hope to build out the  
282 new holes before we would close up 2 holes.

283

284 Councilman Clay asked, do you think you can do that and meet the 6-point schedule?

285

286 Director of Recreation & Cultural Arts Michelle Johnson said I hope we can. We don't  
287 want to shut it down.

288

289 Councilman Clay said agreed. I just want to make sure we are not fooling ourselves with  
290 the budget revenue.

291

292 Golf Course Manager Jason Causey said it comes down to timing. If the shovels go into  
293 the ground in June, then it will affect your revenues. It's just about how quickly we can  
294 get the temporary greens up and the replacement holes built and back on-line. Once  
295 somebody plays with temporary greens, they are going to be like, okay, it is what it is.  
296 You are going to start losing your regulars because they don't want to play in those  
297 conditions. Some will stay and you will lose some.

298

299 Councilman Clay asked, would it be better to shut down the golf course, so you are not  
300 bringing people in and having them have a bad experience and then open it back up?

301

302 Golf Course Manager Jason Causey said shutdown for how long? 18 months?

303

304 Councilman Clay said I don't know. That's why I'm concerned about the revenue  
305 projections.

306

307 Golf Course Manager Jason Causey said I think there will be a hit to revenue. Your  
308 weekly golfer is going to understand.

309

310 Councilman Allen asked, do these numbers take into account the temporary greens and  
311 the additional greens?

312

313 Councilman Clay said no way.

314

315 Mayor Motley Broom said there needs to be a little more conversation to coordinate on  
316 this.

317

318 Interim City Manager Mercedes Miller said I will have myself, Jason, and Artie come up  
319 with a plan.

320

321 Councilman Clay said I just think the numbers are unrealistic for whatever reason, and  
322 the reasons Jason mentioned.

323

324 Mayor Motley Broom asked, does it make sense to take the golf course budget off for  
325 tonight? They have to come back. That impacts salary and everything. So, I'm not sure  
326 that it is worth talking about one aspect of it when this is going to impact everything.  
327 Can we tag the golf course after the last budget?

328

329 Councilman Clay said sure.

330

331 Interim City Manager Mercedes Miller said thank you.

332

333 **RECREATION ADMINISTRATION:**

334

335 Councilman Allen said the \$70,000.00 contractual services, line 526170, an Assistant  
336 Director of Recreation, I think that comes out.

337

338 Director of Recreation & Cultural Arts Michelle Johnson said it is factored into salary.

339

340 Interim City Manager Mercedes Miller said \$65,000.00 would come out.

341

342 Mayor Motley Broom said \$5,000.00 instead of \$70,000.00. Thank you, Councilman  
343 Allen.

344

345 Councilman Allen said Althea helped me on that one.

346

347 Mayor Motley Broom said on digital page 42, line 515165, why are we experiencing such  
348 an increase in health insurance there?

349

350 Director of Finance & Accounting Althea Philord-Bradley said the Assistant Director  
351 position wasn't budgeted in prior years, and now it is budgeted, in addition to Michelle  
352 moving over to the administration part.

353

354 Mayor Motley Broom said there should be a decrease elsewhere.

355

356 Director of Finance & Accounting Althea Philord-Bradley said yes, and there is.

357

358 Mayor Motley Broom said great. The telephone? Even in relation to the other increases,  
359 it is awfully high, line 525240.

360

361 Director of Finance & Accounting Althea Philord-Bradley said all the facilities are being  
362 charged to Rec Admin.

363

364 Councilman Clay said if you linearized it, it should be about \$20,000.00 instead of  
365 \$30,000.00. Your actual amount is \$15,000.00, add a third onto that and that is another  
366 \$5,000.00.

367 Director of Finance & Accounting Althea Philord-Bradley said to date doesn't  
368 necessarily mean up-to-date. We may not have paid out February's bill as of yet. We are  
369 probably missing February and March.

370  
371 Councilman Clay said the run was made on March 19, which is almost the end of March,  
372 and March is the end of the third quarter.

373  
374 Director of Finance & Accounting Althea Philord-Bradley said yes, but we don't receive  
375 those bills until 15 to 20 days later. These are the numbers we are running by. We are  
376 pulling the detail from the ledger.

377  
378 Councilman Allen said it is hard for us to tell if it is one month one way or the other. We  
379 don't know if it was paid for February or not.

380  
381 Director of Finance & Accounting Althea Philord-Bradley said I would have to go to the  
382 backup.

383  
384 Councilman Clay said it's hard to believe that one month will make a 30 percent  
385 difference in the total, that's all.

386  
387 Councilman Clay said line 525700, all the repair and maintenance. We spent zero before.

388  
389 Interim City Manager Mercedes Miller said that is Moody's Square Rigger and the  
390 maintenance fee.

391  
392 Councilman Clay said it is less than it was back in 2020, so I guess it's all right.

393  
394 Mayor Motley Broom asked, any other questions?

395  
396 Councilman Allen said on Exhibit D, park rangers, digital page 47, if we had 2 more park  
397 rangers, we are going to need to add a vehicle. Do we know that's not included in there?  
398 Do we know how much money we are talking about?

399  
400 Director of Recreation & Cultural Arts Michelle Johnson said the vehicle is to help with  
401 trash. We did not put in for a vehicle.

402  
403 Councilman Allen said and additional positions if needed.

404  
405 Director of Recreation & Cultural Arts Michelle Johnson said prior to COVID, we cut  
406 park hours. They would go from 8:00 to 12:00 and then 4:00 to 8:00. Last year it was  
407 from 8:00 to 8:00. We needed additional staff to fill in for the days off.

408  
409 Councilman Allen asked, you will or will not need an additional car?

410  
411 Director of Recreation & Cultural Arts Michelle Johnson said we will do with what we  
412 have for this year.

413 Mayor Motley Broom said Ms. Johnson, I'm looking at digital page 50, and giving the  
414 pandemic, it seems like we still put on a lot of miles.

415  
416 Director of Recreation & Cultural Arts Michelle Johnson said we still use the vehicles,  
417 and they are used by other departments also.

418  
419 Mayor Motley Broom asked, any other questions?

420  
421 There were no further questions.

422  
423 **PROGRAMS:**

424  
425 Councilman Allen said on line 525700, R&M vehicles, it shows zero. I would think you  
426 would have to have some kind of maintenance number built in. I don't know what it  
427 would be.

428  
429 Director of Recreation & Cultural Arts Michelle Johnson said this would just be our  
430 typical programs for the Rec Department.

431  
432 Mayor Motley Broom said on digital page 64, capital outlay, line 541400, your request  
433 was zero out there, what was the request for?

434  
435 Director of Recreation & Cultural Arts Michelle Johnson said if we received grant funds,  
436 just trying to prepare for the application. We have to meet 25 percent.

437  
438 Mayor Motley Broom said okay.

439  
440 Mayor Motley Broom said on the next page, digital page 65, top line, the Toshiba  
441 copiers, 2 of those at \$6,500.00. If we go to page 116 for College Park Power, they are  
442 getting copiers for \$2,500.00. And I know I am nitpicking here, but is there an  
443 opportunity for us to get some organizational savings? That seems to be a big difference  
444 when we are dealing with that kind of equipment.

445  
446 Interim City Manager Mercedes Miller said I will get with Mr. Hicks.

447  
448 Director of Power Hugh Richardson said ours is a lease copier.

449  
450 Mayor Motley Broom said this is a rental as well. In terms of office equipment for each  
451 department, are we missing an opportunity to improve our buying power?

452  
453 Director of Finance & Accounting Althea Philord-Bradley said we go to IT when it is  
454 time to purchase a copier.

455  
456 Director of Recreation & Cultural Arts Michelle Johnson said our department makes a lot  
457 of copies.

458

459 Councilman Clay said the capacity of a copier can make a very big difference in price.  
460  
461 Mayor Motley Broom said absolutely. If I can get clarification about the differences, I  
462 would appreciate it.  
463  
464 Councilman Allen said under line 537080, Rec Supplies, I know it was cut back. You  
465 broke it out, and I appreciate the way it is broken out. Are we going to have enough  
466 supplies? I'm worried about having enough for the kids.  
467  
468 Director of Recreation & Cultural Arts Michelle Johnson said we are having to purchase  
469 things. We should be back to full force, if COVID allows us to do that.  
470  
471 Councilman Allen said the other question I had was under other operating supplies.  
472 Legacy Contractual Services. What is Legacy Contractual Services?  
473  
474 Director of Recreation & Cultural Arts Michelle Johnson said it is quarterly fees that  
475 come out.  
476  
477 Councilman Clay said Legacy is the name of the company.  
478  
479 Councilman Allen said that's all I had.  
480  
481 Mayor Motley Broom asked, anyone else?  
482  
483 Interim City Manager Mercedes Miller said Michael Hicks says that each department has  
484 their own negotiations, and the IT Department orders them. We will see if we can have it  
485 go through 1 department, and that will give us more buying power.  
486  
487 Councilman Clay asked, why do we show 2 supervisors when we have 3 centers?  
488  
489 Director of Recreation & Cultural Arts Michelle Johnson said I have been working on  
490 that. We had Lance Terry, and he worked in both of those positions. One person took on  
491 2 roles.  
492  
493 Councilman Clay said with expecting to fundamentally open this year, in this budget for  
494 example, are we going to have all the swimming pools and the splash pad open this  
495 summer?  
496  
497 Director of Recreation & Cultural Arts Michelle Johnson said our plans based on the  
498 budget was not to have swimming pools open or the splash pad.  
499  
500 Mayor Motley Broom said there is \$45,000.00 in here for pool chemicals; isn't there?  
501  
502 Director of Recreation & Cultural Arts Michelle Johnson said we would still need to run  
503 the pools. The motor and chemicals put in but not hiring staff. It takes 48 staff members  
504 and \$300,000.00 is the cost.

505 Councilman Clay said you are assuming the pools are not going to be open, and the  
506 splash pad is not going to be open.

507

508 Director of Recreation & Cultural Arts Michelle Johnson said it might be the end of  
509 summer for the splash pad, if everything doesn't shut down via COVID.

510

511 Councilman Clay said so no pools this summer.

512

513 Director of Recreation & Cultural Arts Michelle Johnson said right.

514

515 Councilman Taylor asked, what about the splash pad?

516

517 Director of Recreation & Cultural Arts Michelle Johnson said we will still have to do the  
518 maintenance to the splash pad and the pools.

519

520 Councilman Clay said we don't drain our pools, right?

521

522 Director of Recreation & Cultural Arts Michelle Johnson said sometimes we do.

523

524 Director of Recreation & Cultural Arts Michelle Johnson said the splash pad bids don't  
525 come in until next week. The ribbon cutting, we are looking at early fall, but we will still  
526 have to put the chemicals in.

527

528 Mayor Motley Broom said the CDBG funds don't cover operational.

529

530 Councilman Clay said on the splash pad, it's not like a pool, you don't have to fill the  
531 splash pad in order to keep the plaster from cracking, or the groundwater from pushing up  
532 the bottom of the pool. So, why couldn't you not fill it until next summer and save the  
533 cost of the chemicals?

534

535 Director of Recreation & Cultural Arts Michelle Johnson said certainly. But we want to  
536 make sure that it is running and operational after build.

537

538 Councilman Clay said if it checks out, drain it, and mothball it.

539

540 Mayor Motley Broom asked, any other thoughts, questions, or comments?

541

542 Councilman Allen said if you could drain it, you could save some money. If you run it  
543 for the first time, do you have to have the chemicals in it?

544

545 Councilman Clay said if it is just a test, you wouldn't need the chemicals.

546

547 Councilman Taylor asked, why can't we drain the pools halfway and cover them up?

548

549 Director of Recreation & Cultural Arts Michelle Johnson said you still want to keep the  
550 motor running because it can cause more damage to not.

551 Councilman Clay said you will get algae growing in the pool if you don't keep the  
552 filtration system running, and if you don't keep the pH level right, the walls will get  
553 etched. Keeping a pool is an effort. Trust me. I had one in Phoenix. It does help to  
554 keep a cover on it.

555  
556 Mayor Motley Broom asked, any other questions?

557  
558 Councilman Allen said thank you very much.

559  
560 **FACILITIES:**

561  
562 See discussions under Recreation Administration.

563  
564 **CDBG:**

565  
566 There was no discussion on this budget.

567  
568 **POWER LINE:**

569  
570 Mayor Motley Broom said on the first line, delinquent accounts, is that revenue for  
571 delinquent accounts?

572  
573 Director of Power Hugh Richardson said that's right.

574  
575 Mayor Motley Broom asked, is that 450 a straight line from our actual in 2021?

576  
577 Director of Power Hugh Richardson said I had put in \$600,000.00 to see. In 2021, there  
578 was a period of several months that we didn't have any penalties. So, we're assuming  
579 that won't happen again, although 450 is a very conservative revenue.

580  
581 Councilman Clay said we do have on that page a number that would project out a lot  
582 lower for the meters and bases. You said that we are also stocking up on meters for the  
583 new developments coming in; is that correct?

584  
585 Director of Power Hugh Richardson said that's right. And we will be reimbursed for  
586 those. We are assuming we are going to get some in the next budget.

587  
588 Councilman Allen said on line -1900, miscellaneous income, your actual amount last year  
589 was \$2 million, and now you are expecting around \$436,000.00.

590  
591 Director of Power Hugh Richardson said the \$2.8 million was the money the Data Center  
592 paid us to expand those circuits. In the upcoming budget, we expect we will get some  
593 reimbursement for lighting in subdivisions. For both residential and commercial  
594 customers, I took 6 months of the pandemic kilowatt hours from July through December  
595 and multiplied those times 2, then applied the rate, and the full power cost adjustment  
596 which went up in December. The pandemic really didn't hurt residential, but it hurt



597 commercial. And if it went back to full speed, it would be another \$3.6 million in  
598 revenue. We have a wild card there that we can play with as far as more revenue  
599 expectations.

600

601 Councilman Clay said but then you have a compensating power cost expense to go along  
602 with that. So, what would be the net, do you think?

603

604 Director of Power Hugh Richardson said I'm talking about 3 million kilowatt hours. It  
605 would be very low because the synergy is around the area of 200,000.

606

607 Mayor Motley Broom said a net of 200,000.

608

609 Director of Power Hugh Richardson said no, an increase in cost of power.

610

611 Councilman Clay said instead of 3.6 million we may have a 3.4.

612

613 Director of Power Hugh Richardson said yes, 3.4 net.

614

615 Councilman Allen said we need to note that down and remind you later, right?

616

617 Director of Power Hugh Richardson said right.

618

619 Councilman Allen asked, will you be keeping an eye on it to see how the needle goes on  
620 that?

621

622 Director of Power Hugh Richardson said commercial is already going up. Unless we  
623 have another pandemic wave where everything shuts back down, I suspect this  
624 commercial revenue is going to be a lot better than what I have in this budget.

625

626 Councilman Clay said very good news.

627

628 Mayor Motley Broom said I think this would be one of those things that we need to laser  
629 focus in on after the end of the first quarter. We need to see how it is trending. And if  
630 we can make these adjustments, great. What do you think gentlemen?

631

632 Councilman Allen said I agree. The key is to track it and watch and see what happens.

633

634 Mayor Motley Broom asked, any other questions on this page?

635

636 Councilman Clay said no.

637

638 Mayor Motley Broom asked, are there any questions on any of those 5 pages?

639

640 Councilman Allen said digital page 115, electric improvements, the number is up higher.

641

642 Director of Power Hugh Richardson said on the transaction report, most of that is broken  
643 down. Most of that are Six West and the subdivisions we are looking at. Six West and  
644 the West Fayetteville subdivisions would not be completely built within this next budget.

645  
646 Councilman Allen said some of these were projects that we put off a little bit.

647  
648 Director of Power Hugh Richardson said yes. The automation has been cut 4 times, so I  
649 hope you can leave that in there.

650  
651 Councilman Allen said I agree.

652  
653 **WAREHOUSE:**

654  
655 Mayor Motley Broom said the overall change is 1 percent. It is pretty straightforward.  
656 Any questions on this one?

657  
658 Councilman Clay said no.

659  
660 **CUSTOMER SERVICE:**

661  
662 Director of Finance & Accounting Althea Philord-Bradley said Kim Johnson and Lisa  
663 Keels are on the line as well.

664  
665 Councilman Allen asked about the heat, power, and water.

666  
667 Director of Finance & Accounting Althea Philord-Bradley said there were 3 departments  
668 missing, and this was one of them that was about \$10,000.00. We have some  
669 contingency in his budget, so we will be okay.

670  
671 Director of Power Hugh Richardson asked about convenience fees as revenue.

672  
673 Director of Finance & Accounting Althea Philord-Bradley asked, what about it?

674  
675 Director of Power Hugh Richardson said you had zero.

676  
677 Director of Finance & Accounting Althea Philord-Bradley said we did not add that in. It  
678 should be up in your budget. That will more than cover what we need.

679  
680 Mayor Motley Broom said on line 526170, digital page 193, contractual services, I see  
681 where it is coming from with Pitney Bowes and eCare. Have we captured everything  
682 with Pitney Bowes? I know this has been an issue.

683  
684 Director of Finance & Accounting Althea Philord-Bradley said no, we are not good.  
685 Mike is working with them. It is just not working out. The small runs are working out  
686 fine; however, when we try to generate a large run, it stalls, and it just sits out there. Lisa  
687 can speak to that effect.

688 Councilman Clay asked, would you have to get out of Pitney Bowes totally?  
689  
690 Director of Finance & Accounting Althea Philord-Bradley said yes.  
691  
692 Councilman Clay asked, have we paid Pitney Bowes any money?  
693  
694 Director of Finance & Accounting Althea Philord-Bradley said yes. They are trying to  
695 work out the issue, but our end result is we want to get out, and we want our money back.  
696 Michael Hicks is trying to get back away from Pitney Bowes.  
697  
698 Mayor Motley Broom said the problem with Pitney Bowes started a long time ago. It  
699 predated me. If not Pitney Bowes, what do we do?  
700  
701 Director of Finance & Accounting Althea Philord-Bradley said use Arista for now.  
702  
703 Councilman Clay said which means we can't do the special packaging of additional  
704 flyers and so forth.  
705  
706 Director of Finance & Accounting Althea Philord-Bradley said we could still do the  
707 special packaging and Arista would do the stuffing.  
708  
709 Councilman Clay said with an extra charge.  
710  
711 Director of Finance & Accounting Althea Philord-Bradley said yes, it is.  
712  
713 Councilman Clay said that's a disappointment.  
714  
715 Mayor Motley Broom said yes. Is that why stationery and printing is going up on line  
716 527320?  
717  
718 Ms. Kim Johnson said yes, that is why. The cost will probably go down, if we are not  
719 going to do it in-house.  
720  
721 Mayor Motley Broom said the Toshiba copier is \$3,000.00.  
722  
723 Councilman Clay said Pitney Bowes is not a small organization and well known.  
724  
725 Director of Finance & Accounting Althea Philord-Bradley said East Point uses them.  
726 They do their own billing.  
727  
728 Councilman Clay asked, has East Point had problems similar to us?  
729  
730 Director of Finance & Accounting Althea Philord-Bradley said I don't think so.  
731  
732 Ms. Kim Johnson said they have a back-up system in case something happens to the first  
733 machine.

734 Director of Finance & Accounting Althea Philord-Bradley said we can't even get it over  
735 to the computer in the printing room to upload to even start to print. It is stalling, just  
736 sitting out there.

737  
738 Councilman Clay said that's a network problem.

739  
740 Councilman Allen asked, does East Point have the same problem with large jobs?

741  
742 Director of Finance & Accounting Althea Philord-Bradley said I'm not sure. We didn't  
743 ask. They are working from home.

744  
745 Interim City Manager Mercedes Miller said I will put this in the notes.

746  
747 Mayor Motley Broom asked, any other questions for Customer Service?

748  
749 Councilman Allen said no.

750  
751 **METER READING:**

752  
753 Mayor Motley Broom said meter serviceman, at some point we could have a woman.

754  
755 Director of Finance & Accounting Althea Philord-Bradley said we need to take the word  
756 "man" out.

757  
758 Mayor Motley Broom asked, any questions?

759  
760 Councilman Clay said no. I think our meter guys do a great job.

761  
762 **PURCHASING:**

763  
764 Mayor Motley Broom said there is a change of 1 percent. Any questions for Mr. Moody?

765  
766 Councilman Clay said you have everything under control.

767  
768 Director of Purchasing Willis Moody said I'm doing the best I can.

769  
770 Councilman Taylor asked, do we need to add another person?

771  
772 Director of Purchasing Willis Moody said I have been managing it for 3 years now with  
773 no issue and keeping up with the flow. Maybe in 10 years when the city triples in size,  
774 then look at it, but right now, no.

775  
776 Mayor Motley Broom asked, any questions on any of the other transactions we have  
777 covered this evening?

778  
779 There were no further questions.

780 Mayor Motley Broom declared the Budget Session adjourned at 7:58 p.m.

781

782

783

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786

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789

**CITY OF COLLEGE PARK**

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\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

794

795

796

797

798

799

**ATTEST:**

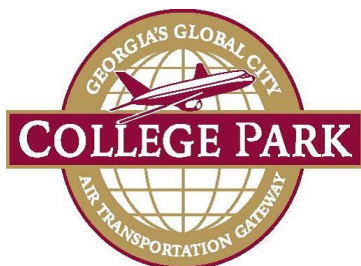
801

802

803

\_\_\_\_\_  
**Shavala Moore, City Clerk**

804



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8704

**DATE:** April 12, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Michelle Johnson, Director of Recreation & Cultural Arts

**RE:** Recognition of Boys & Girls State Championship Accomplishments

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## Proclamations, Plaques and Announcements

**Council Meeting Date: April 19, 2021**

**Presented by: Mayor Bianca Motley Broom**

**Summary: Presentation of proclamation to the College Park Recreation Basketball program for the boys and girls who traveled across the state and participated in the Georgia Recreational Parks Association (GRPA) State Championship on the weekend of March 5-6, 2021 and their accomplishments.**

**Supporting Documents: Please see attached documents.**

### ATTACHMENTS:

- College Park Youth Basketball Proclamation (RTF)
- College Park State Team Roster (PDF)

### Review:

- Michelle Johnson Completed 03/31/2021 1:02 PM
- Rosylene Robinson Completed 04/12/2021 3:20 PM
- Mercedes Miller Completed 04/13/2021 12:57 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



# City of College Park Proclamation College Park Youth Basketball Program

- WHEREAS:** The City of College Recreation and Cultural Arts youth basketball program was able to have a successful basketball season in the midst of a worldwide pandemic due to COVID-19.
- WHEREAS:** The College Park Recreation & Cultural Arts recreation basketball program season ran from October 2020 to March of 2021 servicing over 200 youth during the season.
- WHEREAS:** On March 5-6, 2021, The City of College Park Recreation and Cultural Arts girls' and boys' basketball recreation program participated in Georgia Recreation and Parks Association (GRPA) state youth basketball tournaments across the State of Georgia.
- WHEREAS:** The City of College Park Recreation and Cultural Arts Department had a total nine (9) team of both girls and boys to compete in the Georgia Recreation and Parks Associations (GRPA) state youth basketball tournaments.
- WHEREAS:** The College Park Recreation youth basketball program won state youth championships in the 8 and Under Boys.
- WHEREAS:** The College Park Recreation youth basketball program won state youth championships in the 10 and Under Major Boys.
- WHEREAS:** The College Park Recreation youth basketball program won state youth championships in the 12 and Under Boys.
- WHEREAS:** The College Park Recreation youth basketball program won state youth championships in the 10 and Under Girls.
- WHEREAS:** The College Park Recreation youth basketball program finished runner up in the 10 and Under Traditional Boys.
- WHEREAS:** The College Park Recreation youth basketball program finished runner up in the 12 and Under Girls.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and City Council of the City of College Park that

## College Park Youth Basketball Program

is recognized for her dedication and service to the community and youth girls and boys youth basketball acknowledging their accomplishment as Georgia Recreation and Parks Association (GRPA) State Championship in Georgia.

**PROCLAIMED THIS 19<sup>th</sup> DATE OF APRIL 2021.**

CITY OF COLLEGE PARK

\_\_\_\_\_  
Bianca Motley Broom, Mayor

\_\_\_\_\_  
Ambrose Clay, Councilman

\_\_\_\_\_  
Derrick Taylor, Councilman

\_\_\_\_\_  
Ken Allen, Councilman

\_\_\_\_\_  
Roderick D. Gay, Councilman

ATTEST:

\_\_\_\_\_  
Shavala Moore, City Clerk

<b><u>8 under Boys GRPA State Champions-</u></b>	<b><u>10 Under Girls GRPA State Champs</u></b>
<b>Coach- Javin Foreman</b>	<b>Coach Rod Weaver</b>
Zechariah Foreman	Zion Abanikanda
Carson Baker	Nevaeh Anderson
Hudson Knotts	Kristine Bland
Trenton Merideth II	Nyla Chivers
Braydon Jatta	Kennyiah Eaves
Braylon Adams	Camille Forts
Shane Gordon Jr	Janelle Jones
Malick Mbodj	Makenzie Waever
Mylo Jones	Daphne White
	Athena Wilder
<b><u>10 Under Boys Major GRPA State Champions</u></b>	
<b>Coach Billy Hanna</b>	<b><u>12 Under Girls GRPA State Runner-Up</u></b>
Chase Wilson	<b>Coach Gwyn Hayes</b>
Corbin Wilburg	Raya Chestnut
Noah Brewington	Karrell Greene
Zion Price	Sydney Jackson
David Whitaker	Kylar-Rae Johnson
Dominion Whitaker	Sophia Louis-Pierre
Joshua Anderson	Kiera Oglesby
Jamaal Oliver Jr	Kayla Pernsley
Jakari Andrews	Makayla Waever
	Mackenzie Williams
<b><u>10 Under Midget Boys State Runner-up</u></b>	
<b>Coach Ashley Ivory</b>	
Trenton Adams	
Austin Coleman	
Cole Pollock	
Quinn Pollock	
Christopher Marks Jr	
Adam Johnson	
Samuel Torres	
Lorenzo Pinkins	
<b><u>12 Under Boys GRPA State Champs</u></b>	
<b>Coach Arevious Johnson</b>	
Charles Matthews	
Isaiah Alford	
Amari Latimer	
Khaylin Stevenson	
Xavier Patmon Jr	
Abdoul Salami	
Christopher Cottle	
Evan Harvey	





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8769

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Interim City Manager

**RE:** Introduction of Interim Chief of Police Thomas Kuzniacki

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## Proclamations, Plaques and Announcements

**Council Meeting Date:** April 19, 2021.

**Presented by:** Mercedes Miller, Interim City Manager

**Summary:** On April 6, 2021, retired Assistant Chief of Police Thomas Kuzniacki (Kuz) began serving as the City's Interim Chief of Police. Thomas Kuzniacki is a 25 year veteran of the City of College Police Department (CPPD) who advanced through the ranks during his tenure.

Thomas Kuzniacki will remain on board in this leadership role while the City conducts a nation-wide search for a permanent Chief of Police. Please join me in welcoming Interim Chief Kuzniacki back to the CPPD as he continues working to advance the department's vision of serving as a model for policing in America by adopting and perfecting the principles of 21<sup>st</sup> century policing.

**Supporting Documents:** See attached press release.

### ATTACHMENTS:

- City of College Park Interim Police Chief Press Release (PDF)

### Review:

- Mercedes Miller Completed 04/13/2021 1:08 PM

- Rosyline Robinson Completed 04/13/2021 1:39 PM
- Mercedes Miller Completed 04/13/2021 1:58 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



## City of College Park Appoints Thomas Kuzniacki as Interim Police Chief

*"Kuz" returns to City of College Park as interim chief*

**ATLANTA** (Tuesday, April 6, 2021) - The [City of College Park](#), Ga., has announced that Thomas Kuzniacki, "Kuz," has returned to his line of duty within the City's police department and will serve as interim police chief. Kuz was a 25-year department veteran with the City of College Park, serving as assistant police chief, before retiring in 2011.

"I hope the City of College Park citizens will join me in welcoming back Chief Kuzniacki as he continues working to advance the vision of the College Park Police Department: to serve as a model for policing in America by adopting and perfecting the principles of 21st century policing," said **Mercedes Miller, Interim City Manager**.

Kuzniacki's extensive experience and knowledge of the department and City itself makes his return a natural choice for College Park leadership.

"We are pleased to welcome back Chief Kuzniacki and are certain his 25 years of experience in the department have prepared him for this role and responsibility. We are confident he will lead us in carrying out our ultimate goal: keeping our residents and visitors safe while they enjoy all the City of College Park has to offer," said **Mayor Bianca Motley Broom, City of College Park**.

He takes over the role from former chief Ferman Williford, who retired after 35 years with the department. City officials will conduct a national search soon. For more information about the City of College Park, visit [www.collegeparkga.com](http://www.collegeparkga.com).

###

### **About College Park:**

Encompassing 11.1 square miles, College Park is home to the world headquarters of Chick-fil-A, the most traveled airport worldwide in Hartsfield-Jackson Atlanta International, and has the largest and one of the most prestigious K-12 private schools in the continental United States – Woodward Academy. College Park has one of Georgia's most vibrant historical communities, while the city moves boldly ahead in new technologies and alternative fuel and energy platforms. College Park's progressive mission focuses on economic development, hospitality and entertainment. The city-operated Georgia International Convention Center boasts the largest ballroom in the state of Georgia, in addition to the Gateway Center Arena @ College Park, home to the College Park Skyhawks and the Atlanta Dream.

### **MEDIA CONTACT:**

Bianca Beran / Anna Kelly  
[bianca.beran@phase3mc.com](mailto:bianca.beran@phase3mc.com) / [anna.kelly@phase3mc.com](mailto:anna.kelly@phase3mc.com)  
 404.367.9898



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8758

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**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, June 12, 2021 from 8:00 a.m. until 3:00 p.m. in front of the College Park Courtyard.

**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:** April 19, 2021.

**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  
 Department of Recreation and Cultural Arts  
 City Clerk's Office

**ATTACHMENTS:**

- GLLF-Walk for Lupus- City of College Park (PDF)

**Review:**

- Gabrielle Thornton Completed 04/09/2021 3:41 PM

- Rosyline Robinson Completed 04/12/2021 3:34 PM
- Michelle Johnson Completed 04/13/2021 3:46 PM
- Wade Elmore Completed 04/12/2021 3:48 PM
- Police Pending
- Mercedes Miller Completed 04/14/2021 2:11 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

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

DATE: March 31, 2021

TO: Mercedes Miller, City of College Park

CC: Greta Lewis, Founder, GLLF;

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

**RE: Greta Lewis Lupus Foundation – Walk for Lupus Event – May 1, 2021**

**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. Last year, the path of walk included Main Street to Ware Avenue followed by returning to via East Point Street. A new route is being considered for 2021 that will be specific to College Park territory. The total walk distance will not exceed 3 miles. We anticipate returning to the Courtyard area at 11AM.

**Motorcade: (Greta Lewis)** – Though the major function of the event is the walk component, as with the 2020 event, we will incorporate a group of 20 to 30 vehicles including cars and motorcycles. We understand that this component will also require coordination with police and traffic. The motorcade group will drive 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 will coordinate sponsorship by select College Park/Main Street vendors/sponsors.

**Securing Tents: (Christopher Bryant)** 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.

**Contact Information:**

Greta Lewis  
5150 Thompson Rd. Unit 5305  
Fairburn, GA 30213  
Phone:  
Email: |

**Website:** <http://glewislupusfoundation.org>

**Preferred Location:** College Park City Hall – Courtyard

Date: May 1, 2021

Time: 8AM – 3PM

**Anticipated Attendance:** 50 – 100

It is not anticipated that City of College Park will incur expenses. We understand there will be a cost for fire and police services, as well as perhaps a permitting cost.

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.





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8774

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Wade Elmore, Fire Chief

**RE:** Update On Governor Kemp's Executive Order

**PURPOSE:** Provide Mayor and Council with an update on Governor Kemp's latest COVID-19 Executive Order and provide direction per the CDC and Department Of Health guidelines.

**REASON:** With the declining number of COVID-19 cases in Georgia, Governor Kemp's Executive Order 04.08.20.05 will expire on Friday April, 30, 2021 at 11:59 P.M.

**RECOMMENDATION:** This is an update.

**BACKGROUND:** Due to the impact of the COVID-19 Pandemic in 2020, Governor Kemp issued an Executive Order 04.08.20.05 declaring a Public Health State of Emergency. Throughout the COVID-19 pandemic, Governor Kemp has issued various updates to the Executive Order. I have also attached the CDC and Department of Health guidelines.

**CITY COUNCIL HEARING DATE:** April 19, 2021.

### ATTACHMENTS:

- 03.31.21.03 (1) Executive Orders (PDF)
- COVID19 Update (DOCX)

### Review:

- Wade Elmore      Completed      04/12/2021 3:08 PM
- Rosylne Robinson      Completed      04/13/2021 1:40 PM
- Mercedes Miller      Pending
- Mayor & City Council      Pending      04/19/2021 7:30 PM



# THE STATE OF GEORGIA

## EXECUTIVE ORDER

BY THE GOVERNOR:

### EMPOWERING A HEALTHY GEORGIA

- WHEREAS:** On March 14, 2020, due to the impact of COVID-19 on the State of Georgia, I issued Executive Order No. 03.14.20.01, declaring a Public Health State of Emergency in Georgia; and
- WHEREAS:** On March 14, 2020, I issued a Proclamation convening the General Assembly of Georgia in special session on Monday 16, 2020 at 8:00 A.M. for the express purpose of concurring with or terminating the Public Health State of Emergency in accordance with Code Section 38-3-51(a); and
- WHEREAS:** The Georgia General Assembly met in special session and concurred with Executive Order 03.14.20.01 by joint resolution on March 16, 2020, thereby affirming the existence of a Public Health State of Emergency and vesting me with the emergency powers enumerated in Code Section 38-3-50 *et seq.*; and
- WHEREAS:** Georgia law does not require that the General Assembly concur with every rule, regulation, or order the Governor issues in response to a Public Health State of Emergency; the law requires only that the General Assembly concur with the initial existence of such a state of emergency, and the Governor is thereafter charged with ongoing management of a state of emergency; and
- WHEREAS:** On April 8, 2020, I renewed the Public Health State of Emergency until May 13, 2020 by issuing Executive Order 04.08.20.02; and
- WHEREAS:** On April 30, 2020, I renewed the Public Health State of Emergency until June 12, 2020 by issuing Executive Order 04.30.20.01; and
- WHEREAS:** On May 28, 2020, I renewed the Public Health State of Emergency until July 12, 2020 by issuing Executive Order 05.28.20.01; and

- WHEREAS:** On June 29, 2020, I renewed the Public Health State of Emergency until August 11, 2020 by issuing Executive Order 06.29.20.01; and
- WHEREAS:** On July 31, 2020, I renewed the Public Health State of Emergency until September 10, 2020 by issuing Executive Order 07.31.20.01; and
- WHEREAS:** On August 31, 2020, I renewed the Public Health State of Emergency until October 10, 2020 by issuing Executive Order 08.31.20.01; and
- WHEREAS:** On September 30, 2020, I renewed the Public Health State of Emergency until November 9, 2020 by issuing Executive Order 09.30.20.01; and
- WHEREAS:** On October 30, 2020, I renewed the Public Health State of Emergency until December 9, 2020 by issuing Executive Order 10.30.20.01; and
- WHEREAS:** On November 30, 2020, I renewed the Public Health State of Emergency until January 8, 2021 by issuing Executive Order 11.30.20.01; and
- WHEREAS:** On December 30, 2020, I renewed the Public Health State of Emergency until February 7, 2021 by issuing Executive Order 12.30.20.01; and
- WHEREAS:** On January 29, 2021, I renewed the Public Health State of Emergency until March 7, 2021 by issuing Executive Order 01.29.21.01; and
- WHEREAS:** On February 26, 2021, I renewed the Public Health State of Emergency until April 6, 2021 by issuing Executive Order 02.26.21.01; and
- WHEREAS:** On March 31, 2021, I renewed the Public Health State of Emergency until April 30, 2021 by issuing Executive Order 03.31.21.01; and
- WHEREAS:** The Governor is vested with the emergency powers cited herein as the Chief Executive of this State; and
- WHEREAS:** The Georgia Constitution, Art. III, § VI, Para. IV provides that no local or special law can contravene a statewide law of general applicability; and
- WHEREAS:** Code Section 38-3-28 provides that “[a]ll orders, rules, and regulations promulgated by the Governor” have the force and effect of law; and

- WHEREAS:** As Chief Executive, the Governor is tasked with protecting the citizens of this State, including during a state of emergency; and
- WHEREAS:** The General Assembly has entrusted the authority to declare a state of emergency to the Governor and vested him with the sole power to direct and manage the statewide response to any such emergency, as Code Section 45-12-30 provides that, “[w]hen, in his opinion, the facts warrant, the Governor shall, by proclamation, declare that, because of unlawful assemblage, violence, overt threats of violence, or otherwise, a danger exists to the person or property of any citizen or citizens of the state and that the peace and tranquility of the state or of any area or political subdivision thereof is threatened, and because thereof an emergency, with reference to said threats and danger, exists. In all such cases, when the Governor shall issue his proclamation he shall be and is further authorized, in coping with said threats and danger, to order and direct any person, corporation, association, or group of persons to do any act which would, in his opinion, prevent danger to life, limb, or property or prevent a breach of the peace; or he may order such person, corporation, association, or group of persons to refrain from doing any act or thing which would, in his opinion, endanger life, limb, or property or cause, or tend to cause, a breach of the peace, or endanger the peace and good order of society; and he shall have full power to enforce such order or proclamation by appropriate means”; and
- WHEREAS:** Code Section 38-3-51(c)(1) vests the Governor with the power to enforce all laws, rules, and regulations relating to emergency management and to assume direct operational control of all civil forces and helpers in the state; and
- WHEREAS:** Code Section 38-3-51(c)(4) vests the Governor with the power to perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population; and
- WHEREAS:** Code Section 38-3-51(d)(1) vests the Governor with the power to suspend any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any state agency if strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster; and
- WHEREAS:** The Georgia Constitution, Art. IX, § 2, Para. III(c) grants the General Assembly the ability to regulate, restrict, or limit the powers of local governments by general law; and

- WHEREAS:** To ensure the public's safety and prevent confusion, it is necessary for the State's departments, agencies, and political subdivisions to provide a coordinated response to support the Governor's emergency management rules, regulations, and orders; and
- WHEREAS:** Code Section 38-3-51(d)(2) vests the Governor with the power to utilize all available resources of the state government and of each political subdivision of the state as reasonably necessary to cope with the emergency or disaster, therefore providing the Governor with emergency authority over all resources of every local government of the State; and
- WHEREAS:** Code Section 38-3-51(d)(3) establishes the Governor's emergency authority over the operation of state departments and agencies by vesting the Governor with the power to transfer the direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services; and
- WHEREAS:** To ensure the Governor is equipped with all resources necessary to respond to a public health state of emergency, the General Assembly has vested him with the option to delegate expanded powers to the Department of Public Health in such an event as Code Section 38-3-51(i) provides that the Governor *may* direct the Department of Public Health to coordinate all matters pertaining to the response of the state to a public health emergency; and
- WHEREAS:** Pursuant to Code Section 38-3-51(i), in Executive Order 03.14.20.01, I instructed the Department of Public Health to coordinate with the Georgia Emergency Management and Homeland Security Agency to take any action necessary to protect the public's health, including, without limitation:
- (1) Planning and executing public health emergency assessments, mitigation, preparedness response, and recovery for the state;
  - (2) Coordinating public health emergency responses between state and local authorities;
  - (3) Establishing protocols to control the spread of COVID-19;
  - (4) Coordinating recovery operations and mitigation initiatives;
  - (5) Collaborating with appropriate federal government authorities, elected officials of other states, private organizations, or private sector companies;
  - (6) Organizing public information activities regarding the state's public health emergency response operations, including educating the public on prevention of the spread of COVID-19 based on Centers for Disease Control and Prevention's guidelines and the best scientific evidence available;

- (7) Providing special identification for public health personnel involved in this Public Health State of Emergency;
- (8) For all persons meeting the Centers for Disease Control and Prevention’s definition of a Person Under Investigation (“PUI”), implementing a program of active monitoring, which may include a risk assessment within twenty-four (24) hours of learning that the person meets the PUI criteria and twice-daily temperature checks for a period of at least fourteen (14) days or until the PUI tests negative for COVID-19; and
- (9) Implementing quarantine, isolation, and other necessary public health interventions consistent with Code Sections 31-12-4 and 38-3-51(i)(2) or as otherwise authorized by law.

**WHEREAS:** Notwithstanding said broad instructions, the authority delegated to the Department of Public Health is subject to the limitations of Code Section 38-3-28(a), and such delegation did not lessen or relinquish the Governor’s superior emergency management powers; and

**WHEREAS:** Georgia law grants the Department of Public Health other duties and authority for general and emergency disease prevention and control; and

**WHEREAS:** Code Sections 31-2A-4 and 31-12-4 vests the Department of Public Health with the power to segregate and isolate certain individuals with certain communicable diseases or conditions when said individuals’ exposure to the general population is likely to endanger the health of others; and

**WHEREAS:** To ensure advance preparation for a public health emergency, the Georgia legislature has provided in Code Section 31-12-3(a) that the Department of Public Health may require vaccinations or other measures to prevent the conveyance of infectious matter from infected persons to other persons as may be necessary and appropriate, although this Code Section does not vest sole power in the Department to do so and the rules and regulations promulgated by the Department to provide for the implementation of such measures during a public health state of emergency must be adopted pursuant to Chapter 13 of Title 50, the “Georgia Administrative Procedure Act,”; and

**WHEREAS:** Code Section 38-12-2.1 provides that in the event of a public health emergency, the Department of Public Health shall carry out certain investigatory duties relating to the identification of the illness or health condition, the source thereof, and infected or potentially infected persons, and shall promulgate rules and regulations appropriate for management of any declared public health emergency; and

- WHEREAS:** The Department of Public Health is also authorized to adopt and implement emergency rules and regulations pursuant to the provisions of subsection (b) of Code Section 50-13-4; however, all such rules, regulations, and emergency rules and regulations remain subject to the provisions of Code Section 38-3-51(i); and
- WHEREAS:** The various public health emergency related powers designated to the Department of Public Health are not mutually exclusive, and pursuant to Code Section 38-3-51, are subject to the Governor's own emergency management orders; and
- WHEREAS:** In addition to the limitations on agency authority during a state of emergency set forth in Code Section 38-3-51, Code Section 38-3-28(a) prohibits political subdivisions of the state from making, amending, or rescinding any orders, rules, and regulations as may be necessary for emergency management that are inconsistent with any orders, rules, or regulations promulgated by the Governor; and
- WHEREAS:** Local rules, ordinances, orders, or mandates that provide for any action more or less permissive than the recommendations and requirements of this Order will result in an incompatible outcome for the uniform response to COVID-19, therefore constituting inconsistency as Black's Law Dictionary defines "inconsistent" as lacking agreement among parts or otherwise not compatible with another fact or claim; and
- WHEREAS:** In accordance with Georgia law, the Governor has ultimate authority over the State's emergency management procedures because, while other agencies and political subdivisions of the State may be directed or authorized to develop and implement emergency management plans, rules, regulations, and emergency rules and regulations, Code Section 38-3-28(a) clearly provides that no such rule, regulation, or order may be inconsistent with the Governor's own emergency management directives; and
- WHEREAS:** The State of Georgia implemented a COVID-19 vaccine distribution program in December of 2020;
- WHEREAS:** The vaccine distribution program has been successful in vaccinating a significant percentage of Georgia's healthcare workers, elderly population, first responders, educators, medically fragile population, and other hardworking Georgians;
- WHEREAS:** As a result of the state's successful vaccine distribution program, ample supply of COVID-19 tests and Personal Protective Equipment, improved treatment methods for COVID-19 patients, and Georgia

residents' efforts to minimize the spread of COVID-19 through social distancing, wearing face coverings, and hand sanitization, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined;

**WHEREAS:** In consultation with public health and emergency preparedness officials, I have determined that the following actions are necessary and appropriate to protect the strength of Georgia's economy and provide for the health, safety, and welfare of Georgia's residents and visitors as they resume conducting normal activities with reduced COVID-19 related restrictions.

**NOW, THEREFORE, PURSUANT TO THE AFOREMENTIONED GEORGIA LAW, CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS THE GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY**

**I. GENERAL PROVISIONS**

**ORDERED:** That unless otherwise noted, the provisions contained in this Order shall be effective from April 8, 2021 at 12:00 A.M. until April 30, 2021 at 11:59 P.M.

**IT IS FURTHER**

**ORDERED:** That all residents and visitors of the State of Georgia shall practice Social Distancing as defined herein.

**IT IS FURTHER**

**ORDERED:** That all residents and visitors of the State of Georgia are strongly encouraged to wear face coverings as practicable while outside their homes or place of residence, except when eating, drinking, or exercising outdoors.

**IT IS FURTHER**

**ORDERED:** All residents and visitors of the State of Georgia shall practice sanitation in accordance with the guidelines published by the Centers for Disease Control and Prevention.



## II. DEFINITIONS

### IT IS FURTHER

#### ORDERED:

That the following definitions shall apply to this Order:

1. “Bar” shall mean any Organization which possesses a license to operate as a bar or otherwise meets the definition of “bar” as defined by Code Section 3-1-2(2.1).
2. “Convention” shall mean an organized event of more than 100 persons that are required to register or obtain a license to gather for a common purpose at a single indoor facility or grouping of indoor facilities for more than four hours and in some cases for more than one day. Such definition shall include exhibitions, trade shows, conferences, and business retreats. Conventions shall not include any regular operation of a business that occurs on property owned or leased for the exclusive operation of such business. Conventions shall not include regular religious services, business meetings, sports competitions, or events categorized by Code Section 16-11-173(b)(1)(A).
3. “Fully Vaccinated” shall mean for any person that two (2) or more weeks have passed since said person’s receipt of one does of a single-dose COVID-19 vaccine or receipt of the second dose in a two-dose COVID-19 vaccine series.
4. “Live Performance Venue” shall mean any indoor or outdoor location that requires patrons to purchase a license to attend an event featuring live musical, dramatical, automotive, educational, or any other type of entertainment performed before in-person patrons. This definition shall not include Restaurants, school, university, college, or technical college classrooms or lecture halls, banquet facilities, private event facilities, private reception venues, weddings, drive-in venues, or events held as part of a Convention. This definition shall specifically not include outdoor recreational fields used for amateur sporting events – as provided in Section VIII of this Executive Order, titled “Sports & Live Performance Venues,” such fields and accompanying seating, if any, shall operate pursuant to the guidelines for all Organizations.
5. “Local Option Face Covering Requirement” shall mean a requirement imposed by a municipal, county, or other government entity that individuals wear face masks or face coverings when not able to maintain Social Distancing from non-cohabitating persons that is permitted by the terms of this Executive Order.
6. “Long-Term Care Facility” shall include all:

- A. “Intermediate care facilities,” “personal care homes,” and “skilled nursing facilities” as defined by Code Section 31-6-2;
  - B. “Nursing homes” as defined by Ga. Comp. R. & Regs. r. 111-8-56-.01(a);
  - C. “Inpatient hospice” as defined by Code Section 31-7-172 and licensed pursuant to Code Section 31-7-173;
  - D. “Assisted living communities” and all facilities providing “assisted living care” pursuant to Code Section 31-7-12.2;
  - E. “Community living arrangements” as classified by the Department of Community Health pursuant to Code Section 31-2-4(d)(8); and
  - F. “Community integration homes” operated by the Georgia Department of Behavioral Health and Developmental Disabilities.
7. “Organization” shall mean any business, establishment, corporation, non-profit corporation, organization, convention, event, or other entity.
8. “Personal Protective Equipment” shall mean surgical masks, N95 masks, respirators, other face masks, protective gloves, protective clothing, protective garments, and shoe coverings.
9. “Post-Exposure Quarantine Protocol” shall mean that, in accordance with Centers for Disease Control and Prevention and Georgia Department of Public Health guidelines, any person who has had close contact (six (6) feet or closer for a cumulative total of fifteen (15) minutes or more) with a person that has or is suspected to have COVID-19 within the past fourteen (14) days is required to either:
- A. Quarantine at their home or place of residence for fourteen (14) days from the date of most recent exposure;
  - B. Quarantine at their home or place of residence for at least ten (10) days from the date of most recent exposure, then practice extreme diligence in monitoring for Symptoms of COVID-19, wearing a face covering, and social distancing until fourteen (14) days have passed since the date of most recent exposure;
  - C. Quarantine at their home or place of residence for at least seven (7) days from the date of most recent exposure if a COVID-19 test was taken no earlier than day five (5) of quarantine and a negative result is received, then practice extreme diligence in monitoring for Symptoms of COVID-19, wearing a face covering, and social distancing until fourteen (14) days have passed since the date of most recent exposure; or
  - D. If the exposed person has:
    - i. Been Fully Vaccinated; or

- ii. Recovered from illness due to laboratory confirmed COVID-19 infection, has already met criteria to end isolation, and is within ninety (90) days following the onset of symptoms of the initial laboratory confirmed COVID-19 infection or ninety (90) days of the first positive COVID-19 test result if they were asymptomatic during the initial infection;

the person shall not be required to quarantine but shall actively monitor for Symptoms of COVID-19.

If at any time during the Post-Exposure Quarantine Protocol time period a person experiences Symptoms of COVID-19, that person shall seek a COVID-19 test, isolate until test results are received, and proceed in accordance with the test results and Centers for Disease Control and Prevention and Georgia Department of Public Health guidelines.

- 10. "Restaurant" shall mean any entity defined as a "food service establishment" pursuant to Code Section 26-2-370(2).
- 11. "Social Distancing" shall mean keeping space between yourself and other people outside of your home or place of residence. Persons practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid crowded places, and avoid large crowds. This provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.
- 12. "Symptoms of COVID-19" shall mean symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19 and shall include at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea.
- 13. "Threshold Requirement" shall mean the prevalence in a county of confirmed cases of COVID-19 over the previous fourteen (14) days is equal to or greater than one hundred (100) cases per one hundred thousand (100,000) people according to the Georgia Department of Public Health.
- 14. "Worker" shall include employees, independent contractors, agents, volunteers, or other representatives of an Organization.

### III. RESTAURANTS & BARS

#### IT IS FURTHER

#### ORDERED:

That all Restaurants and Bars, as well as all banquet facilities, private event facilities, and private reception venues where food is served, that operate during the effective dates of this Order **shall** implement measures which mitigate the exposure and spread of COVID-19 among its patrons and workforce. Such measures **shall** include the following:

1. Screen and evaluate Workers who exhibit Symptoms of COVID-19;
2. Require Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
3. Require Workers to wear face coverings while interacting with patrons. Workers may also wear face shields in addition to their face coverings. Such face coverings and face shields shall be cleaned or replaced daily;
4. Maintain a regular cleaning schedule for the entire facility and frequently clean and sanitize high contact areas that are touched often by Workers and/or patrons including, but not limited to, bar tops, table condiments, digital ordering devices, check presenters, self-service areas, reusable menus, tabletops, and playgrounds;
5. Redesigning seating arrangements to ensure at least forty-two (42) inches of separation from seating to seating or utilizing physical barriers to separate groups of seating within forty-two (42) inches;
6. Providing service only to seated patrons, or, if not applicable, to patrons in designated areas that are practicing Social Distancing;
7. Establishing pathways for patrons' ingress and egress and ensuring that they are clear and unobstructed;
8. Posting signage at the entrances to the facility stating that individuals who have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol shall not enter the facility;
9. Where practicable, physical barriers such as partitions or Plexiglas at registers should be used;
10. Use technological solutions where possible to reduce person-to-person interaction: mobile ordering, mobile access to menus, text on arrival for seating, and contactless payment options; and

11. Ensure ventilation systems operate properly and increase circulation and purification of air within facilities as practicable.

**IT IS FURTHER**

**ORDERED:** That none of the provisions of Section III of this Order, titled “Restaurants & Bars,” shall apply to the operation of dine-in services in hospitals, health care facilities, nursing homes, or other long-term care facilities, but such facilities should implement measures to prevent the spread of COVID-19 if possible.

**IT IS FURTHER**

**ORDERED:** In the event that any Organization subject to the requirements of this Section III, titled “Restaurants & Bars,” shall also qualify as any other type of Organization or event for which specific operating requirements are set forth in Section IV, titled “Industry, Commerce, & Organizations,” or Section VIII, titled “Sports & Live Performance Venues,” the Organization shall adhere to the requirements of Section III and the requirements for all other types of Organizations and events for which it qualifies. In the event that any of said requirements conflict, the requirements of Section III shall control.

**IV. INDUSTRY, COMMERCE, & ORGANIZATIONS**

**IT IS FURTHER**

**ORDERED:** That all Organizations that continue in-person operations during the effective dates of this Order **shall** implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures **may** include the following:

1. Any measures that have been proven effective to control the spread of COVID-19;
2. Screening and evaluating Workers who exhibit Symptoms of COVID-19;
3. Requiring Workers who exhibit Symptoms of COVID-19 to not report to work or to seek medical attention;
4. Posting signage at the entrances to the facility stating that individuals who have been diagnosed with COVID-19, have Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol shall not enter the facility;
5. Enhancing sanitation as appropriate;

6. Disinfecting frequently touched surfaces regularly, including, but not limited to, PIN entry devices, signature pads, and other point of sale equipment, door handles, and light switches;
7. Increasing space between Workers' worksites to maintain social distancing;
8. Permitting Workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where proper Social Distancing is attainable;
9. If the Organization engages volunteers or has members of the public participate in activities, prohibiting volunteering or participation in activities for persons diagnosed with COVID-19, having exhibited Symptoms of COVID-19, or having had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and having not yet completed the Post-Exposure Quarantine Protocol;
10. Ensuring ventilation systems operate properly and increasing circulation and purification of air within facilities as practicable;
11. If the Organization provides childcare services, complying with the regulations for "Childcare Facilities" included in Section VI of this Order titled "Education & Children;" and
12. Any food service areas within an Organization's facility must adhere to the guidelines set forth in Section III of this Order, titled "Restaurants & Bars."

**IT IS FURTHER**

**ORDERED:**

That in addition to the applicable requirements above for all Organizations, gyms and fitness centers **shall** implement additional measures to prevent the spread of COVID-19, as practicable. Such measures **shall** include:

1. Utilizing contactless forms of patron check-in where practicable;
2. Providing antibacterial sanitation wipes as available at or near equipment and requiring users to wipe down the equipment after use;
3. Enforcing Social Distancing and prohibiting congregating between non-cohabitating patrons, especially in pools, group fitness classes, and areas where group sports regularly occur;
4. Requiring no less than six (6) feet of distance between patrons participating in group fitness classes and encouraging the use of face coverings by class participants; and
5. Requiring rooms and equipment used for group fitness classes to be cleaned and disinfected regularly.

**IT IS FURTHER**

**ORDERED:** That in addition to the applicable requirements above for all Organizations, body art studios permitted pursuant to Code Section 31-40-2, Organizations registered pursuant to Code Sections 43-10-11 and 43-10-18, estheticians as defined by Code Section 43-10-1(8), hair designers as defined by Code Section 43-10-1(9), persons licensed to practice massage therapy pursuant to Code Section 43-24A-8, and tanning facilities as defined by Code Section 31-38-1(6) **shall** require service providers to wear a face covering while interacting with a patron, and **shall** encourage patrons to wear a face covering while receiving services..

**IT IS FURTHER**

**ORDERED:** That in addition to the applicable requirements above for all Organizations, indoor movie theaters and cinemas operating during the effective dates of this Order **shall** require each party of patrons in a theater to be seated at least three (3) feet apart.

**IT IS FURTHER**

**ORDERED:** That in addition to the applicable requirements above for all Organizations, Conventions operating during the effective dates of this Order **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include:

1. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking, if due to warm weather, or because other extenuating circumstances the face covering is causing difficulty breathing;
2. To the extent practicable, screening all individuals at entrances and preventing any person from entering that exhibits Symptoms of COVID-19;
3. Requiring that all individuals exhibiting or experiencing Symptoms of COVID-19 at any time while at a Convention be isolated and leave the facility as soon as practicable;
4. Providing training to Workers on how to identify Symptoms of COVID-19 in any individuals present, the proper processes for assisting a potentially ill individual with exiting the facility, and the appropriate infection mitigation procedures to perform in such an event;
5. Providing an isolation area or areas for individuals experiencing Symptoms of COVID-19 that are unable to immediately leave the Convention;

6. To the extent practicable, utilizing contactless parking systems, registration, check-in, check-out, security checks, coat/bag checks, and/or sales;
7. If transportation to or from Convention events and activities is provided to patrons, to the extent practicable, conducting all transportation in such a way that maintains Social Distancing and regularly sanitizing the transportation vehicles;
8. To the extent practicable, utilizing physical barriers such as partitions or Plexiglas at registration and check-in stations, refreshment stations, and points of sale;
9. To the extent practicable, requiring pre-registration for all seated events to be held as part of the Convention;
10. Implementing staggered registration and attendance times, as practicable, for patrons by using virtual queue systems or grouping patrons by name, registration level, or other variable;
11. Reconfiguring all queues so that patrons must adhere to Social Distancing while waiting, which may include floor markings;
12. To the extent practicable, implementing one-way aisles to guide patron traffic through large areas of booths; and
13. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, to the extent practicable, prohibiting contact between patrons of separate events and requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area.

**IT IS FURTHER**

**ORDERED:**

That in instances where persons are working outdoors without regular contact with other persons, such as delivery services, contractors, landscape businesses, and agricultural industry services, such persons ***shall*** only be required to practice Social Distancing and implement sanitation processes as necessary and practicable.

**V. HEALTHCARE**

**IT IS FURTHER**

**ORDERED:**

That Long-Term Care Facilities' visitation policies shall comply with the Georgia Department of Public Health's Long-Term Care Facility Administrative Order. This provision shall be strictly enforced upon Long-Term Care Facilities.



**IT IS FURTHER**

**ORDERED:** That any person, service, or entity delivering healthcare during the effective dates of this Order shall adhere to the guidelines for all Organizations listed in Section IV, titled “Industry, Commerce, & Organizations,” in addition to the guidelines listed in this Section.

**IT IS FURTHER**

**ORDERED:** That in addition to the applicable requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above, Long-Term Care Facilities *shall* implement additional measures and protocols to prevent the spread of COVID-19 and shall adhere to Centers for Disease Control and Prevention, Centers for Medicare & Medicaid Services, and Georgia Department of Public Health guidance.

**IT IS FURTHER**

**ORDERED:** That the Georgia Department of Public Health is authorized to issue directives under this Order to monitor, treat, prevent, reduce the spread of, and suppress COVID-19 in Long-Term Care Facilities throughout Georgia. These directives shall be coordinated among the Georgia Department of Public Health, Georgia National Guard, and the Georgia Department of Community Health.

**IT IS FURTHER**

**ORDERED:** That compliance with Georgia Department of Public Health, Georgia Department of Community Health, and Georgia National Guard directives and guidance shall be mandatory for all Long-Term Care Facilities.

**IT IS FURTHER**

**ORDERED:** That pursuant to Code Section 38-3-51(d)(4.1), in the event of noncompliance by a Long-Term Care Facility with this Order or a directive issued subject to this Order, the Georgia Department of Public Health may, after taking reasonable steps to provide notice and an opportunity to comply, assume management and supervision of the Facility.

**IT IS FURTHER**

**ORDERED:** That the Adjutant General of the Georgia National Guard and the Commissioner of the Department of Public Safety shall provide available resources as requested to assist the Georgia Department of

Public Health in the enforcement of all applicable provisions of this Order.

**IT IS FURTHER**

**ORDERED:** That nothing in this Order shall prohibit community ombudsmen as defined in Code Section 31-8-132(2) or the state ombudsman as defined in Code Section 31-8-132(8) from having access to or performing inspections of Long-Term Care Facilities pursuant to Code Section 31-8-55.

**IT IS FURTHER**

**ORDERED:** That nothing in this Order shall prohibit individuals providing support coordination services through funding from the Georgia Department of Behavioral Health and Developmental Disabilities pursuant to Code Sections 37-5-1 *et seq.* from having access to or conducting health and safety visits within Long-Term Care Facilities.

**IT IS FURTHER**

**ORDERED:** That, pursuant to U.S. Department of Health and Human Services guidance, any requirement of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which limits the types of vaccines pharmacists or nurses may administer is hereby suspended to the extent necessary to allow pharmacists and nurses to administer a COVID-19 vaccination, with or without a vaccine protocol agreement. Such administration shall be in accordance with the Advisory Committee on Immunization Practices (ACIP) guidelines. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**IT IS FURTHER**

**ORDERED:** That any requirement of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which requires vaccine recipients to remain under the observation of the administering pharmacist or nurse for a period of not less than 15 minutes immediately subsequent to the administration of the vaccine is hereby suspended to the extent necessary to allow any pharmacist or nurse to observe COVID-19 vaccine recipients for a period of not less than 15 minutes immediately subsequent to the

administration of a COVID-19 vaccine. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**IT IS FURTHER**

**ORDERED:** That any provision of the laws or regulations of this state, including but not limited to Code Section 43-34-26.1, which prohibits a pharmacist or nurse from administering a vaccine to a patient while the patient remains in his or her vehicle is hereby suspended to the extent necessary to allow a pharmacist or nurse to administer a COVID-19 vaccine to a patient while the patient remains in his or her vehicle. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**IT IS FURTHER**

**ORDERED:** That any provision of the laws or regulations of this state, including but not limited to Code Section 26-4-82(e) and Ga. Comp R. & Regs. R. 480-15-.03(f), which limits the number of pharmacy interns, as defined by Code Section 26-4-5(19), that a pharmacist may be assisted by and directly supervise is hereby suspended to the extent necessary to allow a pharmacist to be assisted by and directly supervise more than one (1) pharmacy intern at a time for the limited purpose of supporting COVID-19 vaccination efforts. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**IT IS FURTHER**

**ORDERED:** That any provision of the laws or regulations of this state, including but not limited to Code Sections 43-11-1 and 43-11-17, which

prohibits licensed dentists, as defined by Code Section 43-11-1(10), from administering vaccinations is hereby suspended to the extent necessary to allow licensed dentists to administer a COVID-19 vaccination for the limited purpose of providing COVID-19 vaccine administration in partnership with the Georgia Department of Public Health. Any such vaccine administration shall be in accordance with the Georgia Department of Public Health guidelines. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

## VI. EDUCATION & CHILDREN

### **IT IS FURTHER**

**ORDERED:** That the State Board of Education shall provide rules, regulations, and guidance for the operation of public elementary and secondary schools for local boards of education relying on Code Section 20-2-168(c)(2) to depart from a strict interpretation of the definition of “school year,” “school month,” or “school day.” Such rules, regulations, and guidance promulgated by the State Board of Education shall adhere to, and shall not conflict with, guidance issued by the Georgia State Health Officer, the Georgia Department of Public Health, and the American Academy of Pediatrics.

### **IT IS FURTHER**

**ORDERED:** That nothing in this Order shall prevent any school, technical school, college, or university from requiring faculty and Workers to attend meetings or other necessary activities at a school or facility for the purpose of supporting distance learning, research, administration, maintenance, or preparation for the 2020-2021 school year.

### **IT IS FURTHER**

**ORDERED:** That in addition to the requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above, schools and school districts *shall* implement additional measures to prevent the spread of COVID-19 among Workers and students while present on school campuses in accordance with Georgia Department of Public Health and the Centers for Disease Control and Prevention guidance.

**IT IS FURTHER****ORDERED:**

That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519(27), that graduates of eligible high schools, as defined by Code Section 20-3-519(6), receive a qualifying standardized college admission test score prior to high school graduation in order to qualify as a Zell Miller Scholarship Student is hereby suspended for all such students that have graduated or will graduate high school in the year 2020 or between January 1, 2021 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of Zell Miller Scholarship eligibility to June 30, 2021 for 2020 graduates and to June 30, 2022 for students that graduate between January 1, 2021 and June 30, 2021; (b) to establish rules and procedures for retroactively awarding Zell Miller Scholarships to those students who submit a qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable Zell Miller Scholarship checkpoint requirements; and (c) to establish rules and procedures whereunder HOPE scholarship funds issued to incoming freshman students that later qualify for the Zell Miller Scholarship in accordance with the extended deadline provided for herein shall be returned.

**IT IS FURTHER****ORDERED:**

That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519(27), that graduates of ineligible high schools, meaning ones that do not meet the definition of Code Section 20-3-519(6), or graduates of home study programs meeting the requirements of Code Section 20-2-690(c) must receive a qualifying standardized college admission test score prior to high school graduation or home study completion in order to qualify as Zell Miller Scholarship Students is hereby suspended for all such students that graduate or complete home study between March 14, 2020 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of Zell Miller Scholarship eligibility to June 30, 2021 for those students that graduate or complete home study between March 14, 2020 and December 31, 2020 and to June 30, 2022 for such students that graduate or complete home study between January 1, 2021 and June 30, 2021; and (b) to establish rules and procedures for retroactively awarding Zell Miller Scholarships to those students who submit a

qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable Zell Miller Scholarship checkpoint requirements.

**IT IS FURTHER**

**ORDERED:**

That any requirement of the laws or regulations of this state, including but not limited to Code Section 20-3-519.2, that graduates of ineligible high schools, meaning those that do not meet the definition of Code Section 20-3-519(6), students that completed home study programs meeting the requirements of Code Section 20-2-690(c), or recipients of general education development (GED) diplomas receive a score in the seventy-fifth percentile or higher nationally on a standardized college admission test prior to graduation, home study completion, or earning the GED in order to qualify for a HOPE Scholarship is hereby suspended for all such students that graduate, complete home study, or earn a GED between March 14, 2020 and June 30, 2021. The Georgia Student Finance Commission shall be authorized to: (a) extend the deadline by which said students must submit a qualifying standardized college admission test score for purposes of HOPE Scholarship eligibility to June 30, 2021 for those students that graduate, complete home study, or earn a GED between March 14, 2020 and December 31, 2020 and to June 30, 2022 for such students that graduate, complete home study, or earn a GED between January 1, 2021 and June 30, 2021; and (b) to establish rules and procedures for retroactively awarding HOPE Scholarships to those students who submit a qualifying standardized college admission test score in accordance with the extended deadline provided that they met any applicable HOPE Scholarship checkpoint requirements.

**IT IS FURTHER**

**ORDERED:**

That in addition to the requirements for all Organizations set forth in Section IV, titled "Industry, Commerce, & Organizations," above and the standard hygiene, sanitation, and disinfection licensing rules promulgated by the Georgia Department of Early Care and Learning, all Childcare Facilities that operate during the effective dates of this Order **shall** implement additional measures to prevent the spread of COVID-19. Such measures **shall** include the following:

1. Screening and evaluating all children prior to them entering the classroom for Symptoms of COVID-19;
2. Prohibiting children from entering a classroom if they exhibit any Symptoms of COVID-19;
3. Prohibiting unnecessary visitors; and
4. Allowing only bedding (sheets, pillows, blankets, and sleeping bags) that can be washed to be used. Each child's bedding

must be kept separate and, to the extent practicable, should be stored in individually labeled bins, cubbies, or bags. Cots and mats should be labeled for each child and any bedding that touches a child's skin should be cleaned regularly.

**IT IS FURTHER**

**ORDERED:** That Code Section 15-11-2(10) relating to the definition of "child" is suspended for the limited purpose of ensuring that persons in the care of the Georgia Division of Family & Children Services who age out of the definition of "child" during the Public Health State of Emergency shall be eligible to remain in their placement and continue to receive services for a duration of ninety (90) days following the termination of the Public Health State of Emergency or any extension thereof. This suspension shall apply to Code Section 15-11-2(10), effective until July 1, 2020, and upon expiration to Code Section 15-11-2(10), effective July 1, 2020. Any Georgia Division of Family & Children Services policies shall also align with this provision.

**IT IS FURTHER**

**ORDERED:** That no provision of this Order shall limit, infringe, suspend, or supplant any custodial arrangements created pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision of this Order as a defense to an action in violation of a custodial arrangement by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

**IT IS FURTHER**

**ORDERED:** To the extent that any provision of Section VI of this Order, titled "Education & Children," directly conflicts with any provision of Section VII of this Order, titled "Governments," the provision in Section VI shall control.

**VII. GOVERNMENTS**

**IT IS FURTHER**

**ORDERED:** That for the purposes of Code Section 48-5-311(e)(6A), "in-person" appearances before county boards of equalization may occur via remote communications, including, but not limited to, video teleconference. This provision shall be implemented consistent with Ga. Comp. R. & Regs. r. 560-11-12-.02, which requires hearings

before county boards of equalization to “only be as formal as is necessary to preserve order and be compatible with the principles of justice.” Further, this provision does not abrogate the requirement that county boards of equalization comply with the Georgia Open Meetings Act. Further, decisions of county boards of equalization may be transmitted electronically if all parties consent at the time of the hearing.

**IT IS FURTHER**

**ORDERED:**

That any purported requirement under the laws of this state requiring original signatures and raised corporate seals related to construction surety bonds required under Code Sections 13-10-40-65, 32-2-70, 36-91-1, 36-91-2, 36-91-50 and 36-91-70-93 and commercial surety bonds required or permitted under numerous other statutes are suspended for the limited purpose of providing that public procurement officers shall accept electronic signatures and electronic corporate seals as provided by the provisions of Code Sections 10-12-2 *et seq.* and 33-24-14 and any construction surety bond or commercial surety bond may be executed electronically if all the following requirements are met:

1. The document is notarized pursuant to the requirements of Executive Order 04.09.20.01; and
2. If requested by the procurement officer, the original shall be provided within seven (7) business days.

**IT IS FURTHER**

**ORDERED:**

That the requirements of Code Section 36-70-27 and 50-8-8 are hereby suspended to the extent that they would prevent local governments from being eligible to receive state funding for expenditures made during the current Public Health State of Emergency related to the prevention, treatment, or mitigation of COVID-19.

**IT IS FURTHER**

**ORDERED:**

That pursuant to Code Section 38-3-28, county and municipal governments are authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes and to supplement the carrying out of this Order, but such orders, rules, and regulations shall not be inconsistent with this Order or any other orders, rules, or regulations promulgated by the Governor or by any state agency exercising a power derived from the Public Health State of Emergency declaration. For the purpose of this provision, orders, rules, and regulations that are promulgated by county and municipal



governments that are more or less restrictive than the terms of this Order shall be considered inconsistent with this Order, unless such provision, order, rule, or regulation is otherwise expressly permitted by the terms of this Order.

**IT IS FURTHER**

**ORDERED:** That pursuant to Code Section 38-3-28, other than orders issued pursuant to the authority of Code Section 38-3-60 *et seq.*, any state, county, or municipal law, order, ordinance, rule, or regulation that requires persons to wear face coverings, masks, face shields, or any other Personal Protective Equipment while in places of public accommodation or on public property are suspended to the extent that they are more restrictive than this Executive Order or any such law, order, ordinance, rule, or regulation expressly permitted by this Executive Order.

**IT IS FURTHER**

**ORDERED:** That municipalities, counties, and other governmental entities located in counties that have reached the Threshold Requirement are hereby permitted to impose a Local Option Face Covering Requirement; however, local governmental entities are not required to impose a Local Option Face Covering Requirement even if the Threshold Requirement is reached.

**IT IS FURTHER**

**ORDERED:** If a local government entity meets the Threshold Requirement and chooses to impose a Local Option Face Covering Requirement, such Local Option Face Covering Requirement must comply with the following:

1. The Local Option Face Covering Requirement shall not be applied to individuals who are eating or drinking, those who have difficulty donning or removing a face mask or face covering without assistance, those who have a bona fide religious objection to wearing a face mask or face covering, or those who have a bona fide medical reason not to wear a face mask or face covering;
2. The Local Option Face Covering Requirement shall not give rise to any fines, fees, penalties (criminal or otherwise) or other cause of action against any private Organization;
3. The Local Option Face Covering Requirement shall not give rise to any fines, fees, or penalties in excess of fifty dollars (\$50.00) against any person per offense, nor shall it be punishable by imprisonment for any term;

4. Enforcement measures may only be taken against individuals. Owners, directors, officers, or agents of any Organization may not be held liable for the failure of their customers to comply with any Local Option Face Covering Requirement;
5. The Local Option Face Covering Requirement shall not be enforced at any Polling Place, as defined under Code Section 21-2-2(27), and no individual shall be denied ingress or egress to or from a Polling Place for failure to wear a face covering or face mask;
6. The Local Option Face Covering Requirement cannot be enforced against individuals on residential property; and
7. The Local Option Face Covering Requirement may be enforced against individuals on private property where the owner or occupant of the property consents to enforcement. Organizations may be required to post reasonable public notice of a Local Option Face Covering Requirement and state whether such Organization consents to enforcement or does not consent to enforcement of such requirement on its property.

**IT IS FURTHER**

**ORDERED:**

Local government entities who choose to impose a Local Option Face Covering Requirement shall warn noncompliant individuals about the health risks posed by not wearing a face mask or face covering prior to issuing any citation and shall make good faith, reasonable efforts to distribute free masks in their jurisdictions to individuals who cannot afford a face mask or face covering. A person who is found in violation of any Local Option Face Covering Requirement and who cannot afford a face mask or face covering shall be provided one at the municipality, county, or other governmental entity's expense.

**IT IS FURTHER**

**ORDERED:**

That municipalities, counties, and other government entities shall have the authority to control terms of entry onto property owned or leased by the municipality, county, or other government authority, board, bureau, or commission regardless of whether the Threshold Requirement is met. Controlling terms of entry may include requiring employees or other individuals present on municipality, county, or other government authority, board, bureau, or commission's owned or leased property to wear a face mask or face covering; however, no individual shall be denied ingress or egress to or from a Polling Place, as defined under Code Section 21-2-2(27), for failure to wear a face covering or face mask.

**IT IS FURTHER**

**ORDERED:** That for any weapons carry license or renewal license that expires during the Public Health State of Emergency, the application for renewal of such weapons carry license or renewal license made pursuant to Code Section 16-11-129 shall be considered to be for a renewal license if the holder of such weapons carry license or renewal license applies within 120 days after the expiration date on the face of license.

**IT IS FURTHER**

**ORDERED:** That any provision of the laws or regulations of this state, including but not limited to Code Section 40-5-21.1, that limits the time period for which a noncitizen who holds a Georgia driver's license or identification card may be issued a temporary driving permit or identification card to 120 days from the date of expiration of his or her valid driver's license or identification card is hereby suspended to the extent necessary to allow noncitizen holders of a Georgia driver's license or identification card, whose driver's license or identification card expired on or after March 14, 2020, who have already been issued the 120 day temporary driving permit or identification card permitted under Code Section 40-5-21.1, and have filed, or on whose behalf has been filed, a request for an extension with the United States Department of Homeland Security, or similar such federal issuing agency, for time to remain lawfully within the United States and said request is still pending, to apply to the Georgia Department of Driver Services for one or more additional 120 day temporary driving permits or identification cards. Any such temporary driving permit or identification card shall be issued in accordance with existing procedures established by the Georgia Department of Driver Services and in the sole discretion of the Commissioner of the Georgia Department of Driver Services. The Georgia Department of Driver Services shall be authorized to issue additional guidelines and procedures for the application and issuance of said temporary driving permits and identification cards as needed. Nothing in this Order shall be construed to suspend or otherwise alter any existing identity or lawful status verification requirements established by the Georgia Department of Driver Services to comply with federal REAL ID requirements. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**IT IS FURTHER**

**ORDERED:** That nothing in this Order shall relieve municipalities, counties, or other local government entities from the obligations set forth under Georgia law, including but not limited to Code Sections 9-13-11, 9-13-160 *et seq.*, 48-4-3, and 15-16-10, to conduct public auctions through statutory levy processes and otherwise enforce writs of fieri facias.

**IT IS FURTHER**

**ORDERED:** That strict compliance with Code Section 45-20-16 and Ga. Comp. R. & Regs. r. 478-1-.16(12) shall be suspended for the limited purposes of (1) allowing all employees, as defined by Ga. Comp. R. & Regs. r. 478-1-.02(14), but not including temporary employees as defined by Ga. Comp. R. & Regs. r. 478-1-.02(34), to use up to eight (8) hours of emergency office closure leave for the purpose of receiving a COVID-19 vaccine, provided that any employee who uses emergency office closure leave for the purpose of receiving a COVID-19 vaccine shall provide proof of said vaccination to his or her supervisor, and (2) allowing employees who receive a COVID-19 vaccine and experience negative side effects from said vaccine, the severity of which prohibit him or her from being able to perform his or her duties of employment, to use up to sixteen (16) hours of emergency office closure leave for recovery from said side effects, provided that any employee who uses emergency office closure leave for the purpose of recovering from negative side effects of a COVID-19 vaccine shall provide documentation of such negative side effects from a medical provider to his or her supervisor, if so requested. This provision shall become effective upon signature and shall expire at the conclusion of the Public Health State of Emergency declared in Executive Order No. 03.14.20.01. If the Public Health State of Emergency declared in Executive Order No. 03.14.20.01 is renewed, this provision of this Order shall carry forward with the Public Health State of Emergency until such state of emergency is terminated or ceases to be renewed by the Governor.

**VIII. SPORTS & LIVE PERFORMANCE VENUES****IT IS FURTHER**

**ORDERED:** That drive-in performances where patrons attend a live performance while remaining in an automobile or in a restricted area immediately surrounding an automobile shall not be subject to this Section and

shall adhere to the guidelines for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above.

**IT IS FURTHER**

**ORDERED:**

That Live Performance Venues shall operate pursuant to the guidelines for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above if their operation does not include granting members of the public a license to be present at the Live Performance Venue for a performance of any kind. Examples of this type of activity may include, but are not limited to, recording sessions for artists, live stream performances, practices, fanless competitions, and rehearsals. Free events and invitations to members of the public to attend a non-ticketed activity or event at a Live Performance Venue shall adhere to the applicable Tier guidelines for the venue’s size.

**IT IS FURTHER**

**ORDERED:**

That events held at Live Performance Venues shall be classified in tiers based upon the fire code capacity of the venue. Tier I shall include venues that can host 999 or fewer persons. Tier II shall include venues that can host between 1,000 and 4,999 persons. Tier III shall include venues that can host 5,000 or more persons. The calculation of the total number of persons shall include all persons, including Workers, that are present in a Live Performance Venue.

**IT IS FURTHER**

**ORDERED:**

That in addition to the applicable requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above, all Tier I Live Performance Venues **shall** implement additional measures to prevent the spread of COVID-19. All live performance venues are strongly encouraged to adopt additional measures to those required below that are tailored to the specific nature of the type of performance venue and events hosted. Such measures **shall** include, but are not limited to, the following:

1. Placing signage at any entrance to instruct patrons and performers that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol;
2. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking or if due to

- warm weather or other extenuating circumstances the face covering is causing difficulty breathing;
3. Requiring all patrons that begin exhibiting or experiencing Symptoms of COVID-19 at any time while at the Live Performance Venue to leave the Live Performance Venue as soon as practicable; however, if the patron cannot immediately leave, providing an isolation area or areas for individuals experiencing Symptoms of COVID-19;
  4. Providing training to Workers on how to identify Symptoms of COVID-19 in any individuals present, the proper processes for assisting a potentially ill patron with exiting the facility, and the appropriate infection mitigation procedures to perform in such an event;
  5. To the extent practicable, utilizing contactless parking systems, ticket-taking, ticket purchase, will-call, check-in, check-out, security checks, and/or sales;
  6. To the extent practicable, reduce the need for patrons to traverse the facility by utilizing electronic ordering and payment for concessions and other products and services and having Workers deliver concessions;
  7. To the extent practicable, utilizing physical barriers such as partitions or Plexiglas at ticket counters, concession stands, and points of sale;
  8. Implementing staggered entry and exit times or systems for patrons by using virtual queue systems or grouping patrons by ticket level, seating section, or other variable;
  9. To the extent practicable, implementing assigned entrance and exit portals, assigned concession stands, and assigned restrooms for patrons grouped by ticket level, seating section, or other variable;
  10. To the extent practicable, requiring an adequate number of empty seats or physical space between parties of patrons to enforce proper Social Distancing protocol;
  11. Reconfiguring queues so that patrons must adhere to Social Distancing while waiting;
  12. To the extent practicable and consistent with league or conference rules, for events with halftimes, breaks, or intermissions, implementing extended times to allow for controlled crowds during patron ingress and egress to and from seating areas and restrooms; and
  13. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, prohibiting contact between patrons of separate groups or events and requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area.

**IT IS FURTHER****ORDERED:**

That in addition to the applicable requirements for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above, all Tier II Live Performance Venues **shall** implement the measures to prevent the spread of COVID-19 provided for Tier I Live Performance Venues, unless independent guidelines are developed in conjunction with the performer(s), and, if applicable, the organizer(s), promoter(s), or sponsor(s) of the event. Such guidelines shall not be inconsistent with the guidelines provided by the Centers for Disease Control and Prevention to prevent the spread of COVID-19, and shall at least include the following:

1. Placing signage at any entrance to instruct patrons that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days and have not completed the Post-Exposure Quarantine Protocol;
2. Requiring all Workers who have frequent contact with patrons to wear a face covering while at the facility, provided, however, that such Workers shall be permitted to remove their face coverings while eating and drinking, if due to warm weather, or because other extenuating circumstances the face covering is causing difficulty breathing;
3. Requiring that all individuals exhibiting or experiencing Symptoms of COVID-19 at any time while at the Live Performance Venue be isolated and leave the venue as soon as practicable;
4. Providing an isolation area or areas for individuals experiencing Symptoms of COVID-19 that are unable to immediately leave the Live Performance Venue; and
5. If the facility is open to multiple groups of patrons or is hosting multiple events at one time, prohibiting contact between patrons of separate groups or events and requiring sanitization of high contact surfaces within the facility between each patron group use of any shared area.

**IT IS FURTHER****ORDERED:**

That all Tier III Live Performance Venues **shall** implement measures to prevent the spread of COVID-19 prior to hosting any event. For sporting events, Tier III Live Performance Venues **shall** implement measures consistent with the immediately following paragraphs. For all other events, measures **may** be developed in conjunction with the performer(s), and, if applicable, the

organizer(s), promoter(s), or sponsor(s) of the event. Such guidelines shall not be inconsistent with the guidelines provided by the Centers for Disease Control and Prevention to prevent the spread of COVID-19.

**IT IS FURTHER**

**ORDERED:** That professional sports teams and professional sports organizations that engage in practices, games, or other in-person operations during the effective dates of this Executive Order **shall** operate solely pursuant to the rules or guidelines that have been promulgated or approved by the respective professional league of the sport.

**IT IS FURTHER**

**ORDERED:** That collegiate or high school sports teams and organizations that engage in practices, games, or other in-person operations during the effective dates of this Executive Order **shall** operate solely pursuant to the rules or guidelines that have been promulgated or approved by the applicable conference or association.

**IT IS FURTHER**

**ORDERED:** All amateur sports teams and amateur sports organizations that continue in-person operation during the effective dates of this Executive Order **shall** adhere to the guidelines for all Organizations set forth in Section IV, titled “Industry, Commerce, & Organizations,” above.

**IT IS FURTHER**

**ORDERED:** Any previous executive order or departmental rule which would prevent professional sports teams or organizations, collegiate sports teams or organizations, high school sports teams or organizations, or other amateur sports teams or organizations from operating in a manner inconsistent with the above requirements is hereby suspended.

**IT IS FURTHER**

**ORDERED:** That venues hosting professional, collegiate, or high school sporting events, practices, and games during the effective dates of this Executive Order **shall** do so solely pursuant to the rules or guidelines that have been or will be promulgated or approved by the applicable professional, collegiate, or high school sports league, conference, or association.



**IX. ENFORCEMENT****IT IS FURTHER**

**ORDERED:** That the state agencies with primary regulatory authority over the entities listed in this Order and the Commissioner of the Department of Public Safety shall provide resources as requested to assist in the enforcement of this Order.

**IT IS FURTHER**

**ORDERED:** That pursuant to Code Section 38-3-7, any person who violates this Order shall be guilty of a misdemeanor. Officials enforcing this Order should take reasonable steps to provide notice prior to issuing a citation or making an arrest. No provision of this Order shall limit the ability of law enforcement officers to enforce the laws of this State. Particularly, the provisions of Code Section 38-3-4 remain in effect, and all law enforcement is authorized to enforce the Orders issued pursuant to Title 38, Chapter 3.

**IT IS FURTHER**

**ORDERED:** That no Organization shall be mandated to close for failure to comply with this Executive Order, provided, however, that nothing in this provision shall be construed to prohibit the closure of an Organization by appropriate authorities for any other lawful reason.

**IT IS FURTHER**

**ORDERED:** That pursuant to Executive Order 04.02.20.01 and Code Section 38-3-51, enforcement of any county or municipal ordinance or order that is more or less restrictive than this Order and is not otherwise expressly permitted by the terms herein is hereby suspended.

**X. MISCELLANEOUS****IT IS FURTHER**

**ORDERED:** That if one or more of the provisions contained in this Order shall conflict with the provisions of any previous Executive Order or Agency Administrative Order, the provisions of this Order shall control. Further, in the event of any conflict, the provisions of any Quarantine or Isolation Order issued to a specific person by the Georgia Department of Public Health shall control.

**IT IS FURTHER**

**ORDERED:** That nothing in this Order shall be construed to suspend or limit the sale, dispensing, or transportation of firearms or ammunition, or any component thereof.

**IT IS FURTHER**

**ORDERED:** That if one or more of the provisions contained in this Order shall be held to be invalid, in violation of the Georgia Constitution, in violation of Georgia law, or unenforceable in any respect, such invalidity, violation, or unenforceability shall not affect any other provisions of this Order, but, in such case, this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within the Order.

**IT IS FURTHER**

**ORDERED:** That no provision of this Order shall limit, infringe, suspend, or supplant any judicial order, judgment, or decree issued pursuant to the laws or constitution of this State or the laws or constitution of the United States, nor shall any person use any provision this Order as a defense to an action in violation of a judicial order, judgment, or decree by any court created pursuant to the laws or constitution of this State or the laws or constitution of the United States.

**IT IS FURTHER**

**ORDERED:** This Order does not attempt, nor shall it be construed, to imply that the Governor, in any instance, has the unilateral authority to overturn any judicial order, judgment, or decree.

**IT IS FURTHER**

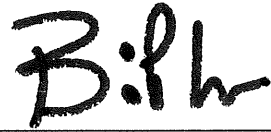
**ORDERED:** The Office of the Governor may continue to issue guidance on the scope of this Order as needed through communication media, including social media, without need for further Executive Orders.

XI. EFFECTIVE DATE & SIGNATURE

IT IS FURTHER

**ORDERED:** That this Order shall be effective upon signature.

This 31<sup>st</sup> day of March 2021.

A handwritten signature in black ink, appearing to read "Bill", written in a cursive style.

---

GOVERNOR

## COVID19 Update: April 13, 2021

### The State of Georgia (1-Change)

- March 31, 2021 Governor Kemp, through Executive Order 04.08.20.05, extended the declared State of Emergency” for Georgia for an additional 24 days. (Friday April 30, 2021 at 11:59 pm)

### Georgia Department of Public Health (No changes)

#### I. Worker Health And Safety Measures

- Screen and evaluate workers who exhibit symptoms of COVID-19
- Require workers who exhibit signs of illness to not report to work or to seek medical attention.
- Restaurants and bars shall create, maintain, and follow established policies regarding when workers who have become ill are permitted to return to work.
- Ensure the Food Safety Manager Certification of the person in charge is up-to-date and provide food handler training to refresh workers
- Implement teleworking for all possible workers.
- Implement staggered shifts for all possible workers.
- Hold all meetings and conferences virtually, whenever possible.

#### II. Businesses and Employers

- Use teleworking technologies to the greatest extent possible.
- Stagger work schedules.
- Consider canceling non-essential travel
- Hold larger meetings virtually, to the extent possible
- Arrange the workspace to optimize the distance between employees, ideally at least six feet apart.
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- Arrange the workspace to optimize the distance between employees, ideally at least six feet apart.

### Center for Disease Control (No changes)

#### I. Prevent Getting Sick

##### A. How To Wear Mask

- CDC recommends that people age 2 and older should wear masks in public. Masks should NOT be worn by children under age 2 or anyone who has trouble breathing.
- Masks should be worn in addition to staying at least 6 feet apart, especially if indoors around people who don't live with you.
- Masks should be worn in addition to staying at least 6 feet apart, especially if indoors around people who don't live with you.
- Wash your hands or use hand sanitizer before putting on your mask.

## B. Social Distancing

- Only visit stores selling household essentials in person when you absolutely need to, and stay at least 6 feet away from others who are not from your household while shopping and in lines. If possible, use drive-thru, curbside pick-up, or delivery services to limit face-to-face contact with others. Maintain physical distance between yourself and delivery service providers during exchanges and [wear a mask](#).
- It is safest to avoid crowded places and gatherings where it may be difficult to stay at least 6 feet away from others who are not from your household. If you are in a crowded space, try to keep 6 feet of space between yourself and others at all times, and wear a mask. Masks are especially important in times when physical distancing is difficult. Pay attention to any physical guides, such as tape markings on floors or signs on walls, directing attendees to remain at least 6 feet apart from each other in lines or at other times. Allow other people 6 feet of space when you pass by them in both indoor and outdoor settings.
- Consider going for a walk, bike ride, or wheelchair roll in your neighborhood or in another safe location where you can maintain at least 6 feet of distance between yourself and other pedestrians and cyclists. If you decide to visit a nearby park, trail, or recreational facility, first check for closures or restrictions. If open, consider how many other people might be there and choose a location where it will be possible to keep at least 6 feet of space between yourself and other people who are not from your household.

## Vaccinations (1-Change)

- CDC and FDA have recommended a pause in the use of the Johnson & Johnson's Janssen COVID-19 vaccine in the United States out of an abundance of caution, effective Tuesday, April 13. CDC will convene a meeting of the Advisory Committee on Immunization Practices (ACIP) on Wednesday, April 14, to address this issue. People who have received the J&J/Janssen COVID-19 vaccine within the past three weeks who develop severe headache, abdominal pain, leg pain, or shortness of breath should contact their health care provider.

### REF:

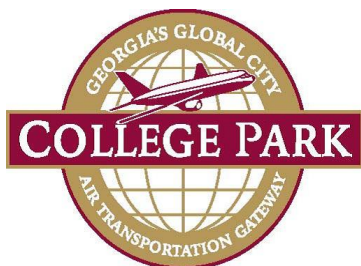
**Center for Disease Control and Prevention** 4/13/2021

**Georgia Department of Public Health** 4/13/2021

**State of Georgia – Executive Orders** 3/31/2021

**Information confirmed and vetted by: Wade Elmore – Fire Chief, Dr. Elijah Robinson - Fire Department Medical Director, Ron Taylor- Division Chief of Emergency Medical Services**





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8775

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

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

**RE:** Delinquent Property Tax Payers Update

**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:** As of April 9, 2021, the City has collected 95% of 2020's Ad Valorem taxes due.

**CITY COUNCIL HEARING:** April 19th, 2021

**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 04082021 (PDF)
- Top Ten Delinq Property Tax Accounts 04082021 18 (PDF)

**Review:**

- Althea Philord-Bradley Completed 04/13/2021 11:21 AM
- Rosyline Robinson Completed 04/13/2021 1:41 PM
- Mercedes Miller Completed 04/13/2021 1:58 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



**City of College Park  
Department of Finance & Accounting  
Top Ten Delinquent Property Tax Accounts  
As of April 8, 2021**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 94,485.76	Clayton - Real & Personal	4/9/21 - Following up 3/31 contact - owner was to release some funds for tax payments	2020
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 88,556.42	Fulton - Real & Personal	2/10/21 Received Official Bankruptcy filing claim. Total balance is \$116,426.09 - \$27,869.67 is due April 24, 2021. \$88,556.42 already past due	2020
	ExpressJet	0 Candler Way		\$ 67,325.90	Fulton - Real	Uncollectible - County Assessor reclassified property to Exempt status. Owner seeking refund on paid taxes 2017-2019 ( \$225K). Statute 6.3.25 allows for the taxation on Improvements - pursuing Legal's opinion	2020
Y	KSG Georgia LLC	4820 Massachussetts	LaQuinta Inn & Suites	\$ 55,611.04	Clayton - Real & Personal	3/31/21 Following up payment status request - Previously spoke to owner, been over timeline for penalties, liens. Their revenues are down 45% - looking to start partial payments but couldn't committ to start date. Also, sent literature for financial assistance/relief on Feb. 9th.	2020
Y	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 49,820.59	Fulton - Real	Last Payment 4/1/21 Fedex \$50K posted. Working account to collect balance	2020
Y	2900 Camp Creek LLC	2900 Camp Creek Pkwy	Central Park Apts	\$ 40,169.40	Fulton - Real	4/7/21 Payment for Appeal balance of 2019 \$14,362.09 mailed this week. We are waiting receipt of check. The 2020 balance \$25,807.31 I'm still working client on.	2019-2020
Y	ATA Investments	5271 W Fayetteville Rd	Westcove	\$ 31,718.98	Clayton - Real	4/8/21 Provided detailed schedule of balances per unit to investors. Expecting payoff on/before April 20th.	2019-2020
Y	MNSS Investments	5021 Old National Hwy	Best American Inn	\$ 7,900.06	Fulton - Real & Personal	3/16/2021 Paid \$10K . Contacting owner for final payment to be made this month.	
Y	Alterman Alan E ET AL	2250 Camp Creek Pkwy	RaceTrac	\$ 18,321.44	Fulton - Real	4/6/21 Director of Taxation confirmed release of payments week of April 5th - waiting on the mail.	2020
Y	World Fuel Services	1 Candler Way		\$ 16,823.82	Fulton - Personal	Client indicated wire transfer April 5th. We can't confirm receipt of funds and client contact not returning calls or emails	2020

\$ 470,733.41

Represents Lien filed against account.

**Inactive Account - off active list - candidates to write-off**

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,905.78	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		9,236.58	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,942.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,848.69	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,085.08	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park  
 Department of Finance & Accounting  
 Top Ten Delinquent Property Tax Accounts  
 As of April 8, 2021

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,959.74	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - ownership confirmed /working account. Can't seem to have any confirmed contact - numerous companies	2018-2020



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8777

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim 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:** April 19, 2021.

**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:**

- CC Aging 041221 Redacted (DOCX)
- RC Aging 041221 Redacted (DOCX)
- RF Aging 041221 Redacted (DOCX)
- CF Aging 04122021 Redacted (DOCX)
- Top Ten 04-12-2021 - redacted (XLSX)

**Review:**

- Althea Philord-Bradley Completed 04/13/2021 2:52 PM
- Rosyline Robinson Completed 04/14/2021 1:49 PM
- Mercedes Miller Completed 04/14/2021 2:10 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

City of College Park

A / R A G I N G

04/12/2021 08:40:52

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
<b>Cycle: 15</b>				8057.61	500.00	0.00	0.00	8557.61	03/22/2021	3511.77
				81.24	330.87	389.37	217.01	1018.49		0
<b>2 Subtotals for Cycle 015</b>				<b>8138.85</b>	<b>830.87</b>	<b>389.37</b>	<b>217.01</b>	<b>9576.10</b>		
<b>2 Grand Totals</b>				<b>8138.85</b>	<b>830.87</b>	<b>389.37</b>	<b>217.01</b>	<b>9576.10</b>		

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

04/12/2021 08:37:13

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
<b>Cycle: 15</b>				406.45	533.99	214.19	0.00	1154.63	03/29/2021	400.00 T
<b>1 Subtotals for Cycle 015</b>				<b>406.45</b>	<b>533.99</b>	<b>214.19</b>	<b>0.00</b>	<b>1154.63</b>		
<b>1 Grand Totals</b>				<b>1648.29</b>	<b>533.99</b>	<b>214.19</b>	<b>0.00</b>	<b>1154.63</b>		

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

04/12/2021 08:33:29

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

				735.12	927.09	659.86	0.00	2322.07	03/24/2021	300.00	T
				532.85	303.45	285.04	1656.24	2777.58	11/11/2020	1000.00	T
				352.66	224.07	124.02	524.17	1224.92	02/23/2021	150.00	T

3 Subtotals for Cycle 001

				1620.63	1454.61	1068.92	2180.41	6324.57			
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Cycle: 8

				308.21	391.52	321.50	2369.08	3390.31	11/21/2020	100.00	O
				298.13	185.21	169.26	1853.04	2505.64	09/16/2020	100.00	
				1770.53	475.54	0.00	0.00	2246.07	04/06/2021	279.00	O
				664.77	404.14	378.99	109.94	1557.84	03/15/2021	320.00	T
				496.05	450.12	368.06	28.77	1343.00	02/04/2021	398.00	T
				571.73	348.68	202.14	179.83	1302.38	01/25/2021	380.00	T
				459.70	460.02	331.39	4.57	1255.68	01/27/2021	400.00	T
				448.62	243.26	232.60	349.33	1273.81	03/16/2021	400.00	O
				331.21	158.44	135.28	502.88	1127.81	08/10/2020	100.00	T
				0.00	272.98	145.64	1456.39	1875.01	08/31/2020	1746.29	T
				470.39	507.19	360.65	890.46	2228.69	11/30/2020	100.00	T
				584.52	346.55	305.28	953.94	2190.29	04/08/2021	400.00	
				388.15	210.79	159.86	706.95	1465.75	03/03/2021	200.00	T
				333.35	186.29	165.89	339.73	1025.26	04/07/2021	250.00	T
				1217.14	0.00	0.00	0.00	1217.14	03/29/2021	700.00	T
				430.03	312.03	348.67	109.93	1200.66	03/11/2021	300.00	O
				425.13	317.23	266.22	0.17	1008.75	12/30/2020	229.03	T
				592.77	352.46	302.22	4298.00	5545.45	03/25/2021	422.00	T

18 Subtotals for Cycle 008

				9790.43	5622.45	4193.65	14153.01	33759.54			
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City of College Park

A / R A G I N G

04/12/2021 08:34:13

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

137.93	413.95	279.73	407.08	1238.69	01/07/2021	200.00	T
10477.26	842.20	0.00	0.00	11319.46	02/18/2021	10389.17	O
351.42	454.36	294.58	0.00	1100.36	03/24/2021	100.00	T
125.74	293.72	278.76	332.01	1030.23	10/30/2020	104.13	T
44.57	545.78	774.70	395.46	1760.51	11/27/2020	271.42	O
27971.78	34754.56	30662.33	0.00	93388.67	02/24/2021	37256.51	O
3846.11	4869.23	4114.00	0.00	12829.34	01/19/2021	9346.60	O

7 Subtotals for Cycle 015

42954.21	42173.80	36404.10	1134.55	122667.26
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28 Grand Totals

54365.27	49250.86	41666.67	17467.97	162751.37
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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)



City of College Park

A / R A G I N G

04/12/2021

08:30:34

Page: 1

--- Last Payment ---

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount
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Cycle 1

				899.22	510.47	375.15	774.44	2559.28		
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1 Subtotals for Cycle 001

				899.22	510.47	375.15	774.44	2559.28		
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Cycle 8

0 Subtotals for Cycle 008

				0.00	0.00	0.00	0.00	0.00		
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Cycle 15

				773.52	6208.44	0.00	0.00	6981.96		
				140.64	1141.08	0.00	0.00	1281.72		
				468.80	3768.60	0.00	0.00	4237.40		
				1670.10	3445.68	0.00	8237.99	13353.77		
				673.90	4732.30	0.00	0.00	5406.20		
				867.28	10422.36	0.00	0.00	11289.64		

6 Subtotals for Cycle 15

				4594.24	29718.46	0.00	8237.99	42550.69		
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7 Grand Totals

				5493.46	30228.93	375.15	9012.43	45109.97		
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City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
4/12/2021											
Prepared By Kimberli Johnson											
<b>Business</b>											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$0.00	\$13,353.77	\$13,353.77	Yes	90days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$11,289.64	\$11,289.64	Yes	60 days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$6,981.96	\$6,981.96	Yes	60days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$4,237.40	\$4,237.40	Yes	60days	Account is Active newly established Stormwater account.
<b>Apartments</b>											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$86,582.35	\$2,412.60	\$88,994.95	Yes	90 days	Account is Active reminder letter was sent on Feb 8th. Last pymt of \$4393.72 04/12/21.
n/a	No	No			\$0.00	\$9,968.78	\$2,860.56	\$12,829.34	Yes	60 days	Account is Active reminde letter sent 02/08/21. Last pymt 01/19/21
n/a	No	No			\$0.00	\$1,844.87	\$6,712.74	\$8,557.61	Yes	60 days	Account is Active.Last pymt 03/22/21. Letter sent on 03/15/21
<b>Residential</b>											
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$3,749.67	\$1,508.91	\$286.87	\$5,545.45	Yes	90 days	Account is Active a reminder letter was sent on 01-08-21. Customer was removed from budget billing due to non pymt. Last pymt \$422.00 03-25-21
No	No	No			\$2,205.64	\$1,030.25	\$154.42	\$3,390.31	Yes	60 days	Electric disconnected and Account is currently in final pending status.
No	No	No			\$1,060.59	\$1,153.12	\$176.48	\$2,390.19	Yes	90 days	Account is Active Electric disconnected. Customer is a senior last payment of \$100.00 09-16 - 2020.Reminder letter sent 02-19-21.
<b>TOTALS</b>					<b>\$7,015.90</b>	<b>####</b>	<b>\$48,466.44</b>	<b>\$157,570.62</b>			
		NUL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
		yes	Signifies account received prior billing adjustment								
		N/A	Signifies account that has not received prior billing adjustment								



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8781

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

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

**RE:** College Park Utility Assistant Grant Program Update

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As of April 12, 2021, the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

**Total Number of Phase one Approved Applications to-date: 180**

**Total Amount of the Phase one Utility Assistance Grant Awarded: \$ 189,589.72**

**Total Number of Phase one Applications Pending / Incomplete: 0**

- Phase one (1) of the application process was closed out as of April 8 , 2021
- The application process was reopened for Phase two (2) as of April 9 , 2021 and closes on May 21, 2021. ( Please see the attached flyer)
- As Phase two is only 2 business day underway, progressive updates will be provided as they materialize.

**Total Number of Denied Applications to-date: 221**

- *Total Number of Applications Received from Initial Application Deadline (September 1, 2020 to October 31,2020): 372*
- *Total Number of Application Received as of April 9, 2021: 405*

***As of April 9, 2021, there are 49 participants in the customer service referral program to apply for the Utility Assistance Grant. This program will continue through Phase two of the application process***

*Of the 49 participants assisted:*

- *22 customers were existing applicants*
- *27 were new applicants*
- *43 applicants have been approved to date.*
- *6 applicants have been denied due to residing in Clayton County, inability to demonstrate COVID 19 caused job loss/ income reduction or failure to return the required documents prior to the deadline.*

**Please see the following process for Phase 2 of the College Park CARES Utility Assistance Grant Application Process:**

The second phase of the College Park CARES Utility Assistance Grant general application submission deadline re-opened and will close in 6 weeks on May 21, 2021. In an effort to stay in compliance and avoid duplicity infractions, utility customers who have already received the utility assistance grant or have already been denied cannot re-apply, as this is a one-time award for Fulton County residents.

During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have suffered a job or income loss due to COVID 19, will be asked to fill out an application and submit documents by in-person appointments only. The customer will be contacted and given an appointment to apply after completing a Utility Assistance Grant Customer Contact Form ( available in Customer Service lobby) and submitting it to the Customer Service Reception desk.

The Federal guidelines set in place by our executed CD BG-CV grant contract regarding duplicity prohibits us from assisting customers who have applied for utility assistance from another entity such as LIHEAP or FACAA, etc. Additionally, this restriction also applies to Phase one College Park CARES Utility Assistance Grant applicants.

**Applicants will still be required to submit the same verification documents as with the Phase one process:**

- Recent Utility Bill
- Recent Bank Statement
- Income Verification Documents
- State of Georgia Identification with an address that is identical to the address on the utility account

**ATTACHMENTS:**

- Utility Assistance Phase 2 Flyer (003) (PDF)
- Grant Progress Memo April 12 2021\_ (002) (PDF)

**Review:**

- Althea Philord-Bradley Completed 04/14/2021 2:19 PM
- Rosyline Robinson Completed 04/14/2021 2:34 PM
- Jackson Myers Completed 04/14/2021 2:37 PM
- Mercedes Miller Completed 04/14/2021 2:38 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



## ATTENTION COLLEGE PARK UTILITY CUSTOMERS

# GREAT NEWS!

**THE CITY OF COLLEGE PARK IS NOW ACCEPTING NEW APPLICATIONS FOR THE COLLEGE PARK CARES UTILITY ASSISTANCE GRANT UNTIL MAY 21, 2021.**

## WHO IS ELIGIBLE?

- ✓ Legal residents within the City of College Park limits & Fulton County (applies to 30337 & some 30349 Zip Codes)
- ✓ Must have a Georgia ID with the same address as your utility account address.
- ✓ Your name must be on the utility account.
- ✓ You have not received assistance from other programs (ie. Liheap, Fulton Atlanta Community Action Authority, College Park Cares Utility Assistance Grant, etc.)
- ✓ Have proof of a job or income loss hardship caused by the Covid-19 pandemic.

### How to apply:



- Fill out a customer contact form completely and leave it at the reception desk. (please provide a working phone number and email address on the form)
- Expect a call from the grant administrator's office to schedule your appointment to come back to fill out the application & submit all of your required documents at one time.

**\*Only residents who have not previously applied or received the utility assistance grant are eligible to apply. Applicants are served on a first come first served basis. City employees are NOT eligible.**



# CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

April 12, 2021

## MEMORANDUM

**To:** Althea P. Bradley, Director of Finance & Accounting

**From:** Donnea N. Anderson, Grant Coordinator, College Park CARES Utility Assistance

**RE:** College Park CARES Utility Assistance Grant Progress Status as of 4/12/2021

As of April 12, 2021, the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

**Total Number of Phase one Approved Applications to-date:** 180

**Total Amount of the Phase one Utility Assistance Grant Awarded:** \$ 189,589.72

**Total Number of Phase one Applications Pending / Incomplete:** 0

- Phase one (1) of the application process was closed out as of April 8 , 2021
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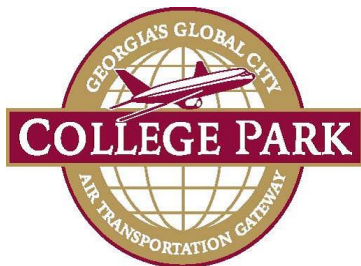
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- Recent Bank Statement
- Income Verification Documents
- State of Georgia Identification with an address that is identical to the address on the utility account.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8742

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Michelle Alexander, City Planner

**RE:** Request to Set a Public Hearing to Consider a Final Development Plan for 5391 W Fayetteville Road

**PURPOSE:** Request to Set a Public Hearing for Review of the Final Development Plan for 5391 West Fayetteville Road.

**REASON:** Request to Set a Public Hearing for Review of the Final Development Plan for 5391 West Fayetteville Road.

**RECOMMENDATION:** The City Planner recommends the public hearing be set for May 3rd, 2021.

**BACKGROUND:** As part of the Planned Development process the applicant is required to return to Mayor and Council for approval of their Final Development Plan.

**CITY COUNCIL HEARING DATE:** April 19, 2021

**STAFF:** Michelle Alexander, City Planner.

### ATTACHMENTS:

- 1938- Somersby Renderings 2021 (PDF)
- 0569.0170\_somersby\_alta\_033021\_final\_V2 (PDF)
- 2021-04-05 Lanscape Plans (PDF)
- Somersby Tree Survey - 3.26.21-compiled (PDF)

### Review:

- Michelle Alexander Completed 04/09/2021 1:08 PM

- Rosyline Robinson Completed 04/09/2021 2:54 PM
- City Attorney's Office Completed 04/13/2021 1:23 PM
- Police Pending
- Inspections Completed 04/13/2021 3:54 PM
- Mercedes Miller Completed 04/14/2021 2:12 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM





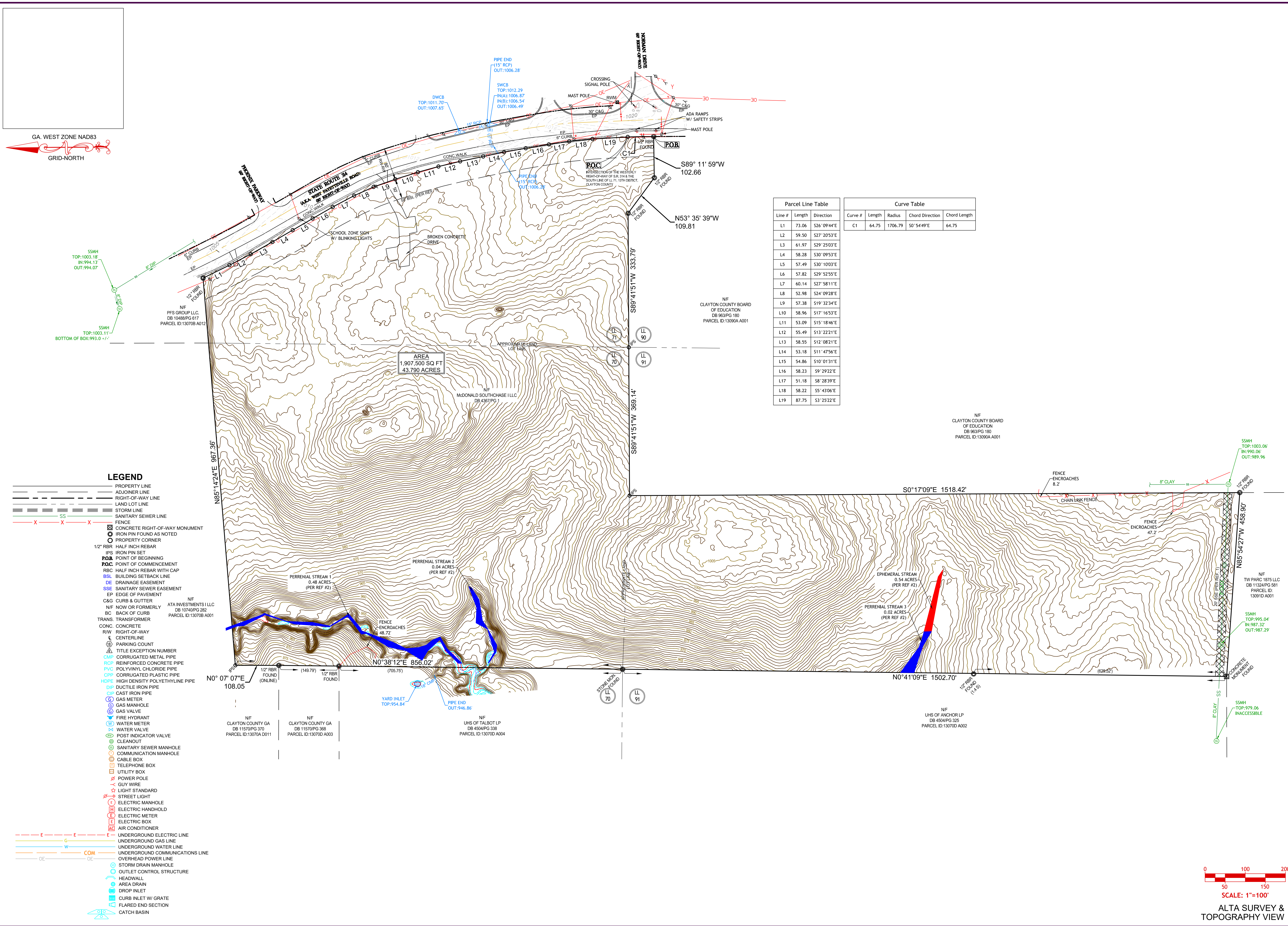


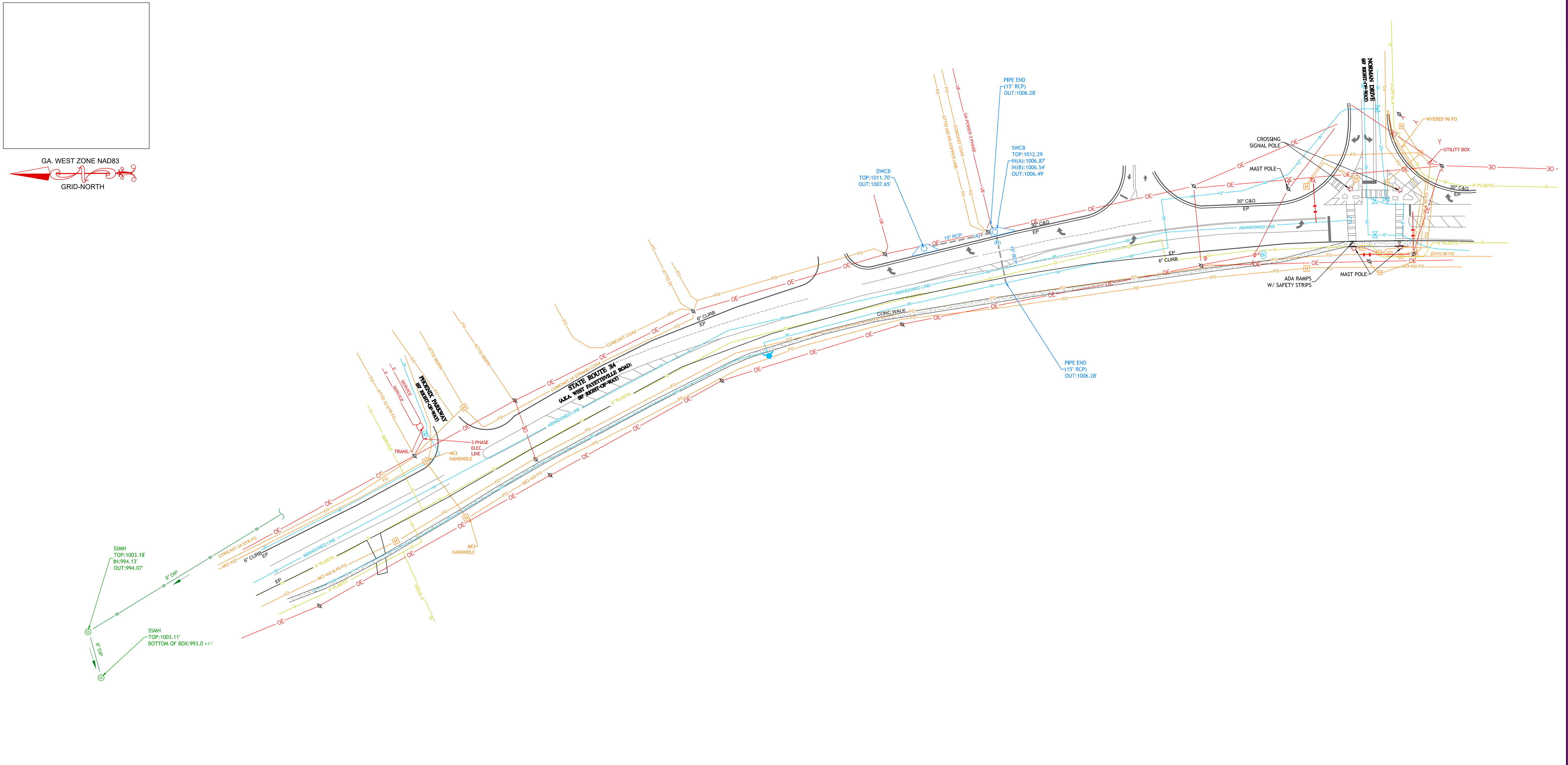
REV #	DATE	DESCRIPTION	REQUESTED BY

2550 HERITAGE COURT, STE 250  
ATLANTA, GA 30339  
TEL 770.951.2495 • FAX 770.951.2496  
www.longeng.com

ALTA SURVEY & TOPOGRAPHY PREPARED FOR:  
SOMERSBY FAMILY 1, LP  
MCDONALD SOUTHCHASE J, LLC - A GEORGIA LIMITED LIABILITY COMPANY  
CHICAGO TITLE INSURANCE COMPANY  
CITY OF COLLEGE PARK  
13TH DISTRICT, CLAYTON COUNTY  
GA 30007  
LL 77.71 & 91

DATE: 3/30/21  
SURVEY QC: J.HIGGINS  
CADD QC: JFH/JJ  
SURVEYED BY: RN/ZO  
DRAWN BY: D.HUDSON





REVISIONS	DATE	DESCRIPTION	REQUESTED BY

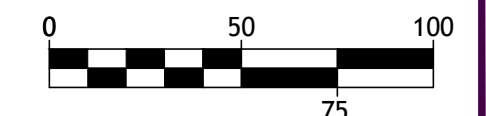
2550 HERITAGE COURT, STE 250  
ATLANTA, GA 30339  
TEL 770.951.2495, FAX 770.951.2496  
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ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:  
SOMERSBY FAMILY 1, LP  
MCDONALD SOUTHCHASE J, LLC - A GEORGIA LIMITED LIABILITY COMPANY  
CHICAGO TITLE INSURANCE COMPANY  
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GA  
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DATE: 3/30/21  
SURVEY QC: J.HIGGINS  
CADD QC: JFH/JJ  
SURVEYED BY: RN/ZO  
DRAWN BY: D.HUDSON

**LEGEND**

- PROPERTY LINE
- ADJOINER LINE
- RIGHT-OF-WAY LINE
- LAND LOT LINE
- STORM LINE
- SANITARY SEWER LINE
- FENCE
- CONCRETE RIGHT-OF-WAY MONUMENT
- IRON PIN FOUND AS NOTED
- PROPERTY CORNER
- 1/2" RBR HALF INCH REBAR
- IRON PIN SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- RBC HALF INCH REBAR WITH CAP
- SBL BUILDING SETBACK LINE
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- EP EDGE OF PAVEMENT
- C&G CURB & GUTTER
- N/F NOW OR FORMERLY
- BC BACK OF CURB
- TRANS. TRANSFORMER
- CONC. CONCRETE
- R/W RIGHT-OF-WAY
- CENTERLINE
- (P) PARKING COUNT
- (T) TITLE EXCEPTION NUMBER
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- CPP CORRUGATED PLASTIC PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- DIP DUCTILE IRON PIPE
- CIP CAST IRON PIPE
- (G) GAS METER
- (G) GAS MANHOLE
- (G) GAS VALVE
- (W) FIRE HYDRANT
- (W) WATER METER
- (W) WATER VALVE
- (P) POST INDICATOR VALVE
- (C) CLEANOUT
- (S) SANITARY SEWER MANHOLE
- (M) COMMUNICATION MANHOLE
- (C) CABLE BOX
- (T) TELEPHONE BOX
- (U) UTILITY BOX
- (P) POWER POLE
- (G) GUY WIRE
- (L) LIGHT STANDARD
- (S) STREET LIGHT
- (E) ELECTRIC MANHOLE
- (H) ELECTRIC HANDHOLD
- (M) ELECTRIC METER
- (E) ELECTRIC BOX
- (E) AIR CONDITIONER
- (E) UNDERGROUND ELECTRIC LINE
- (G) UNDERGROUND GAS LINE
- (W) UNDERGROUND WATER LINE
- (C) UNDERGROUND COMMUNICATIONS LINE
- (O) OVERHEAD POWER LINE
- (S) STORM DRAIN MANHOLE
- (C) OUTLET CONTROL STRUCTURE
- (H) HEADWALL
- (A) AREA DRAIN
- (D) DROP INLET
- (G) CURB INLET W/ GRATE
- (F) FLARED END SECTION
- (C) CATCH BASIN



SCALE: 1"=50'  
UTILITIES EXHIBIT





REVISIONS

NO.	DATE	ISSUE

PROJECT NAME

SOMERSBY

PROJECT ADDRESS

W FAYETTEVILLE RD  
COLLEGE PARK, GA 30349

CLAYTON COUNTY

OWNER

PRESTWICK COMPANIES

SHEET TITLE

TREE AND LANDSCAPE PERMIT PLAN

DATE

4/5/2021

PROJ. NO.

PROFESSIONAL SEAL



SHEET

T2.1

PROPOSED TREE LEGEND

- 
- 
- 
- 

TREE AND LANDSCAPE CALCULATIONS

43.70 Wooded Acres  
17.17 Disturbed Acres  
26.53 Net Wooded Acres to Remain

50 TDUs per acre Required  
50 TDUs per acre Provided  
Includes Existing Trees to Remain and 3\" Caliper Trees Proposed

Highway Buffer: West Fayetteville Road  
9 TDUs and 11 SDUs required per 100 LF  
Requirement Met

100 SDUs / Acre Required @ 19.6 Square Feet per shrub  
Requirement Met

TREE REPLACEMENT

Common Name	Botanical Name	No. of Trees	Min. Tree Size
<b>SITE DENSITY RECOMPENSE</b>			
Willow Oak	Quercus phellos	Overstory Tree (Phase 1)	3\" Caliper
Red Maple	Acer rubrum	Overstory Tree (Phase 1)	3\" Caliper
Lacebark Elm	Ulmus parvifolia	Overstory Tree (Phase 1)	3\" Caliper
Princeton Elm	Ulmus Americana 'Princeton'	Overstory Tree (Phase 2)	3\" Caliper
Shumard Oak	Quercus shumardii	Overstory Tree (Phase 2)	3\" Caliper
Sugar Maple	Acer saccharum	Overstory Tree (Phase 2)	3\" Caliper
Yoshino Cryptomeria	Cryptomeria japonica	Evergreen Screen Tree	8' hgt.
Southern Magnolia	Magnolia grandiflora	Evergreen Screen Tree	8' hgt.
Yoshino Cherry	Prunus caroliniana	Understory Highway Buffer Tree	3\" Caliper
Flowering Dogwood	Cornus florida	Understory Highway Buffer Tree	3\" Caliper
Accent Trees along building	to be determined	Accent Foundation Planting	15 Gallon
Foundation Shrubs	to be determined	Accent Foundation Planting	3 Gallon
Foreground Groundcover	to be determined	Accent Foundation Planting	1 Gallon

\* Contractor to determine total quantities based on plan take-offs

8 ACCENT TREES PER BUILDING, 15 GALLON FOUNDATION SHRUBS 36\" O.C. PLANTED 36\" FROM FACE OF BUILDING. FOREGROUND GROUNDCOVER, 12\" O.C.

SODDED BERMUDA TURF, TYPICAL IN ALL NEW LANDSCAPE AREAS NOT PLANTED WITH LANDSCAPE MATERIAL.

8.15 - Bonding.

In order to insure the survival of required replacement trees and shrubs, said plant materials may, at the discretion of the City Planner, be bonded under the following circumstances:

1. Seasonal planting bond. When the time of year is inappropriate for installation of required plant materials, a seasonal planting bond may be utilized for a period of up to six (6) months. This bond allows a project to receive a certificate of occupancy once all other requirements have been met. The seasonal planting bond shall be equal to one hundred (100) percent of the total cost of materials and installation, and will be released upon final inspection and compliance with the approved landscaping plan. Seasonal planting bonds shall be in the form of cash, check, money order, or letter of credit.
2. Landscape survival bond. All projects that require replacement plant materials shall be required to submit a landscape survival bond, which shall be valid for a period of twenty-four (24) months from the date of the certificate of occupancy. This bond allows for the replacement of plant materials that fail within the twenty-four-month period. The landscape survival bond shall be equal to one hundred (100) percent of the total cost of materials and installation for the first twelve (12) months, and shall be reduced to fifty (50) percent of the total cost of materials and installation for the remainder of the bond period. The landscape survival bond will be released at the end of the twenty-four-month period. Landscape survival bonds shall be in the form of cash, check, money order, or letter of credit. If cash, check, or money order are utilized to secure a bond, the funds will be placed in an interest bearing escrow account.

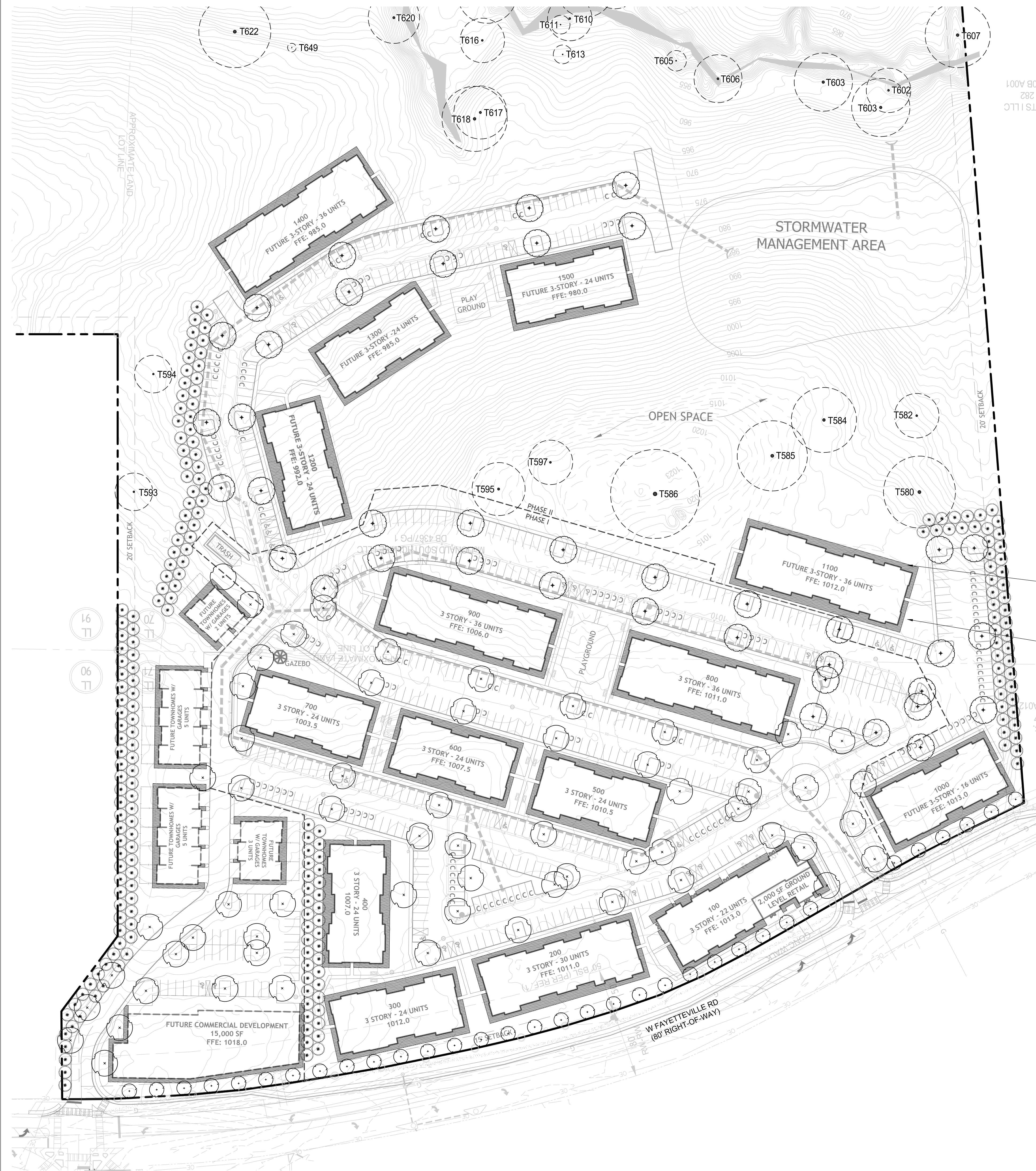
NATIONAL GREEN BUILDING STANDARD TREE, LANDSCAPE AND IRRIGATION NOTES:

1. TURF GRASS SPECIES, OTHER VEGETATION, AND TREES ARE SELECTED AND SPECIFIED ON THE LOT PLAN THAT ARE NATIVE OR REGIONALLY APPROPRIATE FOR LOCAL GROWING CONDITIONS.
2. THE PERCENTAGE OF TURF AREAS THAT IS DESIGNATED TO BE MOWED IS LIMITED AND SHOWN ON THE PLAN. THE PERCENTAGE IS BASED ON THE LANDSCAPE AREA OF THE LOT NOT INCLUDING THE HOME FOOTPRINT, HARDSCAPE, AND ANY UNDISTURBED NATURAL AREAS. 40%-60% PROVIDED MAXIMUM.
3. PLANTS WITH SIMILAR WATERING NEEDS ARE GROUPED (HYDROZONING) AND SHOWN ON THE LOT PLAN.
4. FENCING OR EQUIVALENT IS INSTALLED TO PROTECT TREES AND OTHER VEGETATION.
5. ALL SHRUBS SHALL BE PLANTED A MINIMUM 3' FROM FACE OF BUILDING



Know what's below. Call before you dig

IF YOU DIG GEORGIA... CALL US FIRST! UTILITIES PROTECTION CENTER IT'S THE LAW



13070B A001  
JPG 282  
MENTS I.LLC

708 A01  
3 617  
I.LLC





Somersby Site - College Park - 3.26.2021  
 Specimen Tree and Sample Area Inventory

## Somersby College Park - Specimen Tree Survey

Tag Number	DBH	Species	Common Name	Condition	Notes
574	55	<i>Quercus falcata</i>	Southern red oak	Fair	Heavily pruned for overhead utilities
575	27	<i>Pinus taeda</i>	Loblolly pine	Poor	Lower trunk wound with decay
576	22	<i>Pinus taeda</i>	Loblolly pine	Good	
577	23	<i>Pinus taeda</i>	Loblolly pine	Good	
578	26	<i>Pinus taeda</i>	Loblolly pine	Good	
579	34	<i>Quercus falcata</i>	Southern red oak	Fair	Low split into two codominant trunks with included bark
580	42	<i>Quercus alba</i>	White oak	Fair	Low split into two codominant trunks with included bark
581	38	<i>Quercus falcata</i>	Southern red oak	Poor	Low split into two codominant trunks with included bark; trunk wounds with decay
582	26	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
583	8	<i>Oxydendrum arboreum</i>	Sourwood	Poor	Dieback in canopy; decay in trunk
584	38	<i>Quercus alba</i>	White oak	Good	
585	41	<i>Quercus alba</i>	White oak	Good	
586	52	<i>Quercus alba</i>	White oak	Good	
587	25	<i>Pinus taeda</i>	Loblolly pine	Fair	Low split into two codominant trunks with included bark
588	26	<i>Carya illinoensis</i>	Pecan	Good	
589	29	<i>Carya illinoensis</i>	Pecan	Poor	Lower trunk wound with cavity
590	26	<i>Quercus nigra</i>	Water oak	Fair	Low split into two codominant trunks with included bark; heavily pruned for overhead utilities
591	26	<i>Carya illinoensis</i>	Pecan	Good	
592	28	<i>Pinus taeda</i>	Loblolly pine	Fair	
593	22	<i>Pinus taeda</i>	Loblolly pine	Fair	Fusiform rust canker on trunk
594	22	<i>Pinus taeda</i>	Loblolly pine	Good	
595	31	<i>Quercus alba</i>	White oak	Good	
597	28	<i>Quercus coccinea</i>	Scarlet oak	Fair	Low split into two codominant trunks with included bark
597	37	<i>Quercus falcata</i>	Southern red oak	Poor	Vines overtaking canopy; multiple branch failures with decay into main stem
598	27	<i>Quercus nigra</i>	Water oak	Fair	Low split into two codominant trunks with included bark
599	22	<i>Pinus taeda</i>	Loblolly pine	Good	
600	28	<i>Carya illinoensis</i>	Pecan	Poor	Resprout from stem failure; Cavity in base
601	26	<i>Liriodendron tulipifera</i>	Tulip poplar	Poor	Heavily damaged canopy and trunk with decay
602	26	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
603	34	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Multi stem; undercut stream bank
603	34	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	Multi stem
605	12	<i>Oxydendrum arboreum</i>	Sourwood	Good	
606	28	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Undercut stream bank
607	38	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant trunks with included bark
608	29	<i>Quercus rubra</i>	Northern red oak	Good	
609	33	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant leaders at 10' with included bark

610	26	<i>Liquidambar styraciflua</i>	Sweetgum	Good	
611	11	<i>Oxydendrum arboreum</i>	Sourwood	Good	
612	10	<i>Oxydendrum arboreum</i>	Sourwood	Poor	Cavity in base
613	11	<i>Oxydendrum arboreum</i>	Sourwood	Good	
614	35	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant trunks with included bark
615	34	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
616	26	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
617	31	<i>Quercus alba</i>	White oak	Good	
618	38	<i>Quercus alba</i>	White oak	Good	
619	26	<i>Carya glabra</i>	Hickory	Poor	Top broken from tree
620	30	<i>Quercus rubra</i>	Northern red oak	Fair	Shared base with competing tree
621	9	<i>Oxydendrum arboreum</i>	Sourwood	Good	
622	42	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant trunks with included bark
623	26	<i>Quercus falcata</i>	Southern red oak	Good	
624	27	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
625	29	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
626	28	<i>Liquidambar styraciflua</i>	Sweetgum	Good	
627	29	<i>Quercus alba</i>	White oak	Good	
628	29	<i>Liquidambar styraciflua</i>	Sweetgum	Fair	Low split into two codominant leaders at 5â with included bark
629	9	<i>Oxydendrum arboreum</i>	Sourwood	Good	
630	27	<i>Liriodendron tulipifera</i>	Tulip poplar	Poor	Decay in base from codominant stem failure
631	8	<i>Oxydendrum arboreum</i>	Sourwood	Good	
632	30	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant leaders at 2â
633	4	<i>Magnolia grandiflora</i>	Southern magnolia	Good	
634	34	<i>Quercus nigra</i>	Water oak	Good	
635	30	<i>Quercus alba</i>	White oak	Good	
636	28	<i>Quercus stellata</i>	Post oak	Good	
637	25	<i>Pinus taeda</i>	Loblolly pine	Good	
638	31	<i>Quercus falcata</i>	Southern red oak	Good	
639	26	<i>Quercus nigra</i>	Water oak	Fair	Low split into two codominant trunks with included bark
640	29	<i>Quercus velutina</i>	Black oak	Good	
641	39	<i>Quercus alba</i>	White oak	Good	
642	62	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into three codominant trunks with included bark
643	34	<i>Quercus nigra</i>	Water oak	Poor	Small trunk wound opening to larger internal cavity
644	28	<i>Liriodendron tulipifera</i>	Tulip poplar	Good	
645	48	<i>Liriodendron tulipifera</i>	Tulip poplar	Fair	Low split into two codominant leaders at 6â with included bark
646	27	<i>Pinus taeda</i>	Loblolly pine	Good	
647	34	<i>Liriodendron tulipifera</i>	Tulip poplar	Poor	Major canopy and trunk damage with decay
648	4	<i>Magnolia grandiflora</i>	Southern magnolia	Good	
649	5	<i>Magnolia grandiflora</i>	Southern magnolia	Good	



706.202.6516  
www.brookwoodtree.com

PO BOX 7774  
ATLANTA, GA 30357

March 26, 2021

## Somersby Site - Poor Condition Specimen Tree Photos



Tree 575 - Lower trunk wound with decay



Tree 581 - Low split into two codominant trunks with included bark; trunk wounds with decay



Tree 583 - Decay in trunk



Tree 589 - Lower trunk wound with cavity



Tree 597 - Vines overtaking canopy; multiple branch failures with decay into main stem



Tree 600 - Resprout from stem failure; Cavity in base





Tree 601 - Heavily damaged canopy and trunk with decay



Tree 601 - Heavily damaged canopy and trunk with decay



Tree 612 - Cavity in base



Tree 619 - Top broken from tree



Tree 630 - Decay in base from codominant stem failure



Tree 643 - Small trunk wound opening to larger internal cavity



Tree 647 - Major canopy and trunk damage with decay

Sample Area 1

	White oak	Pine	Tulip Poplar	Black cherry	Sweetgum	Red maple
4			2		1	
5				1		
6					1	
7			3			
8			1			
10			1			1
11					1	
14			1			
16			1			
17			1			
21		1				
22		1				

Sample Area 2

	White oak	Pine	Tulip Poplar	Black cherry	Sweetgum	Southern red oak
4	2	2	1	1	2	2
5	1	4				1
6		1	1		1	
8			2		2	
12						1

Sample Area 3

	White oak	Pine	Tulip Poplar	Sweetgum	Southern red oak	Water oak	Northern red oak
4		2			1		1
5		1			2		
6					2		
7						1	
8					1	1	1
9						1	
10			3		1		
11			1				
12				1	1		
14			1				
15			1				
16			1				
20			2				

Sample Area 4

	Pine	Tulip Poplar	Black cherry	Sweetgum
4	1	1		
6			1	1
10	1			
12	1			
15	1			
16	1		1	
21	1		1	



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8747

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Dwight L. Baker, Director of Human Resources & Risk Management

**RE:** Property and Casualty Insurance Renewal

**PURPOSE:** Consideration of the City's Property and Casualty insurance renewal for the 2021-2022 Plan Year based on the Third-Party Administrator's recommendations - Apex Insurance Agency, Inc.

**REASON:** The City of College Park faces a variety of potentially catastrophic risks and uncertainty. Property & Casualty insurance provides the City professional protection to manage uncertainty and loss.

**RECOMMENDATION:** Request for Council to approve the vendor recommendations for the Property & Casualty Insurance for the 2021-2022 Plan Year, as shown in the attached proposal.

**BACKGROUND:** The premium summaries submitted show the coverage and proposed premiums offered for the new plan year broken down by type of coverage. Apex marketed and secured renewal terms with Trident-Argonaut at a 3% increase over expiring premium. This year in the State of Georgia, public entities are receiving 12-15% renewal rate increases on average. The renewal offer from Liberty Mutual, the City's incumbent carrier, came in at 24% over expiring premium with the Professional & Law Enforcement Liability Lines driving the increase. Loss Experience and Exposure continue to be predominant factors for College Park's insurance rates.

**COST TO CITY:** This contract provides Property & Casualty Insurance for the City of College Park in the total amount of \$1,271,180 based on recommended coverage selections. This number comprises of \$994,616 for the P&C Package Lines and \$276,564 to insure the Georgia International Convention Center. For reference, Liberty Mutual's renewal bundle totaled \$1,529,376.

**BUDGETED ITEM:** Funding for this contract is budgeted. Costs are allocated back to each City Department.

**REVENUE TO CITY:** Not Applicable

**CITY COUNCIL HEARING DATE:** April 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Not Applicable

**AFFECTED AGENCIES:** All City Departments

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Not Applicable

**REQUIRED CHANGES TO WORK PROGRAMS:** Not Applicable

**STAFF:** All City Departments

**ATTACHMENTS:**

- 2021-22 PC Insurance Proposal Recommended by APEX (PDF)
- 2021-22 APEX Marketing Summary (PDF)
- 2021-22 Liberty Mutual Summary of Insurance - OPTION 1 (PDF)
- 2021-22 Trident Summary of Insurance - OPTION 2 (Recommended) (PDF)
- 2021-22 GICC Summary of Insurance (PDF)
- 2021-22 Liberty Mutual Proposal Packet - OPTION 1 (PDF)
- 2021-22 Trident Proposal Packet - OPTION 2 (Recommended) (PDF)
- GICC 2021 Great American Property Quote (PDF)
- GICC 2021 American Specialty GL & Liquor Liability Quote (PDF)
- Trident's Auto Airport Exclusion (PDF)

**Review:**

- Dwight L. Baker Completed 04/13/2021 9:47 AM
- Rosyline Robinson Completed 04/13/2021 1:29 PM
- Finance Completed 04/14/2021 10:03 AM
- Mercedes Miller Completed 04/14/2021 1:38 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



## AN INSURANCE PROPOSAL

PREPARED FOR:



# City of College Park

PRESENTED BY:

## Apex Insurance Services

EFFECTIVE: 6/1/2021



**IMPORTANT:** Proposed coverage's are provided by the company's forms, subject to the terms, conditions and limitations of the policy (ies) in current use by the company. The policies themselves must be read for specific details. No warranty is made regarding compliance with any bid specifications, unless such provisions are a part of the proposal



## 2021 Marketing Summary

### PACKAGE

- **Liberty Mutual (Current Provider):** Quoted the Property, Auto, Inland Marine, and General Liability; Excluding the Professional; Excluding Rock Climbing Wall at Tracey Wyatt Center for General Liability; Total Premium of \$896,888.
- **Trident:** Quoted All Lines for Total Premium of \$970,748; Will Cover Rock Climbing Wall at Tracey Wyatt Center for General Liability.
- **Travelers:** Opted out of quoting on 4/5/2021. Could not release bindable quote due to inability to receive Risk Assessment Approval.
- **AmGUARD (Berkshire Hathaway):** Unable to release bindable terms by deadline.
- **OneBeacon (Intact):** Wrote College Park's insurance from 2012-18 when we paired their quote with QBE. They unfortunately declined due to claims history.
- **Glatfelter Public Practice:** Declined to quote due to loss frequency and severity.
- **Selective:** Declined to quote; Not interested in municipality of this size.
- **Wright Specialty:** Declined due to loss history and exposures outside underwriting guidelines.
- **Hudson Casualty:** Declined due to loss history.
- **HCC Tokio Marine:** Declined due to city's close proximity to major metropolitan area.

### PROFESSIONAL

- **XL Catlin (Greenwich):** Quoted the Public Officials Liability, Employment Practices Liability, and Law Enforcement Liability for total premium of \$322,251.
- **QBE Specialty:** Released Premium Indication for all Professional Lines at \$300,000 with a minimum \$100,000 Deductible for each line of coverage.
- **JWF Specialty:** Declined – Loss experience unfavorable.

### CYBER

- **HISCOX (Current Provider)** – Non-renewed due to claims activity.
- **Cowbell (Benchmark)** – Quoted with a Premium of \$28,220.
- **Trident (Argonaut)** – Released option on Package Quote for \$7,457 Premium but only able to offer \$1,000,000 Limits and \$100,000 for Extortion Expense, also known as Ransomware.

### STORAGE TANK LIABILITY

- **Ironshore (Current Provider):** Quoted renewal at \$3,105 Total Premium.

### GICC

- **American Specialty (Current Provider):** Released renewal proposal for Total Premium of \$140,596 to cover the General Liability, Liquor Liability and Excess Liability.
- **Great American (Current Provider):** Release renewal proposal for Total Premium of \$135,968 to cover the Property & Inland Marine.

City of College Park  
Trident Premium Summary 2021-2022



COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLES	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$134,635</b>	<b>\$241,124</b>	Trident-Argonaut (A-XIV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Occurrence/Aggregate	\$10,000	\$10,000
Products/Completed Operations	Included	Included	Trident-Argonaut (A-XIV)	\$2,000,000	\$2,000,000	Aggregate	\$10,000	\$10,000
Personal & Advertising Injury	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Damages to Premises Rented to You	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$100,000		\$10,000	\$10,000
Sexual Misconduct Liability	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	Sublimit	\$10,000	\$10,000
Failure to Supply	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	Sublimit	\$0	\$10,000
Sewer Backup	Included	Included	Trident-Argonaut (A-XIV)	\$50,000/\$50,000	\$1,000,000	Aggregate	\$2,500	\$10,000
<b>EMPLOYEE BENEFITS LIABILITY</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$1,000,000/\$3,000,000	\$1,000,000		\$1,000	\$1,000
<b>DATA COMPROMISE</b>	<b>Included</b>	<b>\$2,920</b>						
Data Compromise Response Expense	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$1,000,000	Aggregate	\$10,000	\$10,000
Data Compromise Liability	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$1,000,000	Aggregate	\$10,000	\$10,000
<b>AUTOMOBILE LIABILITY</b>	<b>\$389,206</b>	<b>\$86,828</b>	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	CSL	\$10,000	\$10,000
Hired & Non-Owned	Included	Included	Trident-Argonaut (A-XIV)	Included	Included		\$10,000	\$10,000
Uninsured/Underinsured Motorist	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Number of Covered Autos	Included	Included	Trident-Argonaut (A-XIV)	195	193		-	-
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>Included</b>	<b>\$98,510</b>	Trident-Argonaut (A-XIV)					
Comprehensive/Collision	Included	Included	Trident-Argonaut (A-XIV)	ACV	ACV	\$11,823,419	\$1,000/\$1,000	\$1,000/\$1,000
<b>CRIME</b>	<b>\$3,773</b>	<b>\$4,446</b>	Trident-Argonaut (A-XIV)					
Employee Theft	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000	Per Employee	\$5,000	\$5,000
Forgery or Alteration	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
Inside the Premises (Theft of Money & Securities)	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
Outside the Premises	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
<b>PROPERTY</b>	<b>\$144,229</b>	<b>\$87,975</b>	Trident-Argonaut (A-XIV)					
Blanket Building	Included	Included	Trident-Argonaut (A-XIV)	\$99,979,049	\$92,899,649	Agreed Amount/Replacement Cost	\$10,000	\$10,000
Blanket Business Personal Property	Included	Included	Trident-Argonaut (A-XIV)	\$9,452,734	\$7,000,363	Agreed Amount/Replacement Cost	\$10,000	\$10,000
Business Income/Extra Expense	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$500,000		72 Hours	72 Hours
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$5,000,000	\$5,000,000		\$25,000	\$25,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$5,000,000	\$5,000,000		\$25,000	\$25,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>						
Pollutant Cleanup and Removal	Included	Included	Trident-Argonaut (A-XIV)	\$99,979,049	\$99,900,012			
Refrigerant Contamination	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$250,000		\$10,000	\$10,000
Spoilage	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$250,000		\$10,000	\$10,000
<b>INLAND MARINE</b>	<b>Included</b>	<b>\$6,996</b>	Trident-Argonaut (A-XIV)					
Scheduled Equipment	Included	Included	Trident-Argonaut (A-XIV)	\$1,538,198	\$1,322,575		\$1,000	\$1,000
Computer Equipment	Included	Included	Trident-Argonaut (A-XIV)	Included	\$2,469,000		\$1,000	\$1,000
Leased/Rented From Others	Included	Included	Trident-Argonaut (A-XIV)	Included	\$50,000	Max amount of \$50,000 per item	\$1,000	\$1,000
Miscellaneous Scheduled Property	Included	Included	Trident-Argonaut (A-XIV)	Included	\$205,323	Storage Tanks; Golf Carts; Electric Charging Station	\$1,000	\$1,000
Unscheduled Leased Radio Equipment	Included	Included	Trident-Argonaut (A-XIV)	\$1,156,120	\$1,106,120		\$1,000	\$1,000
<b>LAW ENFORCEMENT LIABILITY</b>	<b>\$58,380</b>	<b>\$110,281</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Per Wrongful Act/Aggregate	\$50,000	\$50,000
Line of Duty Death	Included	Included	Trident-Argonaut (A-XIV)	-	\$50,000/\$100,000			
<b>PUBLIC OFFICIALS LIABILITY</b>	<b>\$17,163</b>	<b>\$46,049</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Non-Monetary Defense	Included	Included	Trident-Argonaut (A-XIV)	\$25,000	\$10,000/\$50,000	Per Wrongful Act/Aggregate	\$25,000	\$25,000
Retroactive Date: 5/1/2009	Included	Included	Trident-Argonaut (A-XIV)					
<b>EMPLOYMENT PRACTICES LIABILITY</b>	<b>\$57,570</b>	<b>\$119,820</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Equal Opportunity Commission (EEOC) Limit	Included	Included	Trident-Argonaut (A-XIV)	-	\$10,000/\$50,000		-	\$25,000
Non-Monetary Defense	Included	Included	Trident-Argonaut (A-XIV)	Inside Limits	\$50,000/\$50,000	Per Wrongful Act/Aggregate	\$25,000	-
Back Wages	Included	Included	Trident-Argonaut (A-XIV)	-	\$50,000		-	\$10,000
Retroactive Date: 5/1/2009	Included	Included	Trident-Argonaut (A-XIV)					
<b>EXCESS LIABILITY</b>	<b>\$152,268</b>	<b>\$151,034</b>	Trident-Argonaut (A-XIV)	\$4,000,000/\$4,000,000	\$8,000,000/\$8,000,000	Underlying: Auto, GL, Law, POL & EPL	\$10,000	\$0
<b>STORAGE TANK LIABILITY</b>	<b>\$3,046</b>	<b>\$3,105</b>	Ironshore (A:V)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	Per Each Pollution Incident/Aggregate	\$250,000	\$250,000
<b>CYBER LIABILITY</b>	<b>\$20,869</b>	<b>\$28,220</b>	Benchmark (A:VIII)					
Liability Expense	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
First Party Expense	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
First Party Loss	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
Retroactive Date: Full Prior Acts	Included	Included	Benchmark (A:VIII)					
<b>TERRORISM</b>	<b>Included</b>	<b>\$7,308</b>						
<b>TOTAL PREMIUM</b>	<b>\$981,139</b>	<b>\$994,616</b>						

OPTIONAL COVERAGES	CARRIER	LIMIT / DEDUCTIBLE	SAVINGS	TOTAL PREMIUM
CYBER LIABILITY	Trident (A-XIV)	\$1,000,000 / \$10,000	\$ (20,763.00)	\$973,853
POL & EPL	Trident (A-XIV)	\$1M Occurrence & \$2M Aggregate / \$50,000	\$ (20,883.00)	\$973,733
EXCESS LIABILITY	Trident (A-XIV)	\$5,000,000 / \$0	\$ (19,997.00)	\$974,619

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**Georgia International Convention Center  
Arch & Great American Premium Summary 2021-2022**

**8.A.a**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$98,000</b>	<b>\$106,575</b>						
Products & Completed Operations	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Occurrence/General Aggregate	\$0	\$0
Personal & Advertising Injury	Included	Included	Arch Insurance Co. (A+:XV)	\$5,000,000	\$5,000,000	Aggregate	\$0	\$0
Premises Damage	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Medical Expense	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Crisis Management	Included	Included	Arch Insurance Co. (A+:XV)	Excluded	Excluded		N/A	N/A
			Arch Insurance Co. (A+:XV)	\$50,000	\$50,000	Each Occurrence	\$0	\$0
<b>LIQUOR LIABILITY</b>	<b>\$1,539</b>	<b>\$1,630</b>	Arch Insurance Co. (A+:XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Limit/Aggregate	\$0	\$0
<b>VACANT PROPERTY</b>	<b>\$120,761</b>	<b>\$135,968</b>						
Building and BPP Limit	Included	Included	Great American (A+:XV)			Replacement Cost		
Business Income	Included	Included	Great American (A+:XV)	\$149,823,500	\$149,823,500		\$10,000	\$50,000
Extra Expense	Included	Included	Great American (A+:XV)	\$1,000,000	\$1,000,000	Loc. At 2300 Convention Center w/ \$500K Limit	72 Hours	72 Hours
Data Compromise	Included	Included	Great American (A+:XV)	\$500,000	\$500,000	Loc. At 2300 Convention Center Only	\$10,000	\$50,000
			Great American (A+:XV)	\$50,000	\$50,000		\$2,500	\$2,500
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$100,000,000	\$100,000,000		\$10,000	\$10,000
<b>EXCESS LIABILITY</b>	<b>\$25,941</b>	<b>\$29,832</b>						
Underlying Coverage: GL, Liquor	Included	Included	Arch Insurance Co. (A+:XV)	\$10,000,000/\$10,000,000	\$10,000,000/\$10,000,000	Each Occurrence/Aggregate	\$0	\$0
			Arch Insurance Co. (A+:XV)					
<b>TERRORISM</b>	<b>\$2,185</b>	<b>\$2,459</b>						
<b>PURCHASING GROUP MEMBERSHIP FEE</b>	<b>\$100</b>	<b>\$100</b>						
<b>TOTAL PREMIUM</b>	<b>\$248,526</b>	<b>\$276,564</b>						

**IMPORTANT:** This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**PLEASE NOTE:** Due to the the GICC Property Value exceeding 50% of College Park's Total Insurable Values, neither Liberty Mutual or Trident are able to insure this location under the Package Policy.





INSURANCE PROPOSAL

NAMED INSURED:

**City of College Park, Georgia**

AGENCY:

**Apex Insurance Agency, Inc.**

EFFECTIVE DATE:

**06/01/2021 - 06/01/2022**

This proposal expires on 06/01/2021.



Trident Public Risk Solutions is a preeminent provider of specialty commercial insurance and risk management solutions for public entities and public schools in the United States. We have a customer centric business model where value is realized through our service, the ability to provide customizable products and programs to our public entity clients, and dedicated claims management.

Reasons to do business with Trident:

**Financial Stability**

**Ease of Doing Business**

**Best Overall Value**

Trident offers coverage through the following Argo Group US, Inc. insurance companies:

**Argonaut Insurance Company**

**Argonaut Great Central Insurance Company**

**Argonaut Midwest Insurance Company**

## GENERAL LIABILITY

Occurrence Form

### **Standard Coverage**

	<b><u>Limit</u></b>
Bodily Injury/Property Damage	1,000,000
Personal Injury/Advertising Injury	1,000,000
Damages to premises rented to you	100,000
Employee Benefits (\$1,000 deductible applies)	1,000,000
General Aggregate	2,000,000
Products/Completed Operations Aggregate	2,000,000
Deductible Per Occurrence (Expenses not included within retention)	10,000

### **Miscellaneous**

<b><u>Description</u></b>	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Unmanned Aircraft Under 25 Pounds	25,000	10,000
Sexual Abuse or Molestation Liability Sublimit	1,000,000	10,000
Emergency Medical Technicians, Paramedics, Ambulance Attendants, Ambulance Drivers and Firefighters	Included	10,000
Electromagnetic Radiation Exclusion	Included	10,000
Sublimit - Failure to Supply	1,000,000	10,000
Firefighters Elective Surgery Coverage Amendment	25,000/50,000	None
Limited Pollution Liability Coverage	Included	10,000
Sewer Backup Aggregate Limit	1,000,000	10,000
Cemetery Professional Liability Endorsement	Included	10,000
Liability Insurance Deductible	Included	10,000

### **General Liability P.E. 2**

	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Aircraft, Airfield, Runway, Hanger, Terminal or other property in connection with aviation activities	Excluded	N/A
Emergency Medical Service	Included	10,000
Fire District or Department	Included	10,000
Golf Course	Included	10,000
Public Electric Utility	Included	10,000
Public Water Utility	Included	10,000
Sewer System	Included	10,000

## DATA COMPROMISE

Claims Made Form

<u>Description</u>	<u>Limit</u>
<b>Data Compromise Response Expense</b>	
Data Compromise Response Expense Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
1 <sup>st</sup> Party Named Malware	50,000
Forensic IT Review	500,000
Legal Review	500,000
Public Relations	5,000
Regulatory Fines/Penalties	500,000
PCI Fines and Penalties	500,000
Each Response Expense Occurrence Deductible	10,000
<b>Data Compromise Liability</b>	
Data Compromise Liability Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
3 <sup>rd</sup> Party Named Malware	50,000
Each Liability Occurrence Deductible	10,000

## CYBER

Claims Made Form

<u>Description</u>	<u>Limit</u>
<b>Cyber Attack and Cyber Extortion</b>	
Cyber Attack Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
Cyber Extortion	100,000
Each Cyber Attack and Extortion Occurrence Deductible	10,000
<b>Network Security Liability</b>	
Network Security Annual Aggregate	1,000,000
Deductible Network Security Liability	10,000
<b>Electronic Media Liability</b>	
Electronic Media Annual Aggregate	1,000,000
Each Electronic Media Occurrence Deductible	10,000



## PUBLIC OFFICIALS' LIABILITY

Claims Made Form

### Standard Coverage

	<u>Limit</u>
Per Wrongful Act	1,000,000
Annual Aggregate	2,000,000
Employment Related Wrongful Acts	Excluded
Deductible Each Wrongful Act (Expenses included within retention)	25,000
Prior Acts/Retroactive Date	05/01/2009

### Additional Coverages

Non-Monetary Defense Per Wrongful Act	10,000
Non-Monetary Defense Annual Aggregate	50,000

### Public Officials P.E. 2

	<u>Limit</u>	<u>Deductible</u>
Aircraft, Airfield, Runway, Hanger, Terminal or other property in connection with aviation activities	Excluded	N/A
Emergency Medical Service	Included	25,000
Fire District or Department	Included	25,000
Golf Course	Included	25,000
Public Electric Utility	Included	25,000
Public Water Utility	Included	25,000
Sewer System	Included	25,000

## EMPLOYMENT PRACTICES LIABILITY

Claims Made Form

### Standard Coverage

	<u>Limit</u>
Per Wrongful Employment Act	1,000,000
Annual Aggregate	2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	25,000
Prior Acts/Retroactive Date	05/01/2009

### Additional Coverages

Non-Monetary Defense Per Wrongful Act	50,000
Non-Monetary Defense Annual Aggregate	50,000
EEOC* Per Wrongful Act	10,000
EEOC* Annual Aggregate	50,000

\*EEOC - Equal Employment Opportunity Commission (EEOC) Hearing Expense Limit

### Miscellaneous

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Back Wages	50,000	10,000

## LAW ENFORCEMENT LIABILITY

Occurrence Form

### **Standard Coverage**

	<b><u>Limit</u></b>
Per Wrongful Act	1,000,000
Annual Aggregate	2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	50,000

### **Additional Coverages**

Line of Duty Death Per Wrongful Act	50,000
Line of Duty Death Annual Aggregate	100,000

## AUTO LIABILITY

### Standard Coverage

	<u>Limit</u>	<u>Units</u>	<u>Symbol</u>
Liability Limit	1,000,000	193	1
Bodily Injury Each Person Limit - Statutory Cap	500,000		
Bodily Injury Total Limit - Statutory Cap	700,000		
Property Damage or Pollution Cost or Expense Limit - Statutory Cap	50,000		
Deductible	10,000		
Uninsured Motorist	1,000,000		2
Underinsured Motorist	1,000,000		2

### Miscellaneous

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Exclusion - Airport Runways & Landing Strips	Included	None
Fire Districts Or Departments Freezing Coverage	Included	10,000
Deductible Liability Coverage	Included	10,000

## AUTO PHYSICAL DAMAGE

### Standard Coverage

	<u>OCN</u>	<u>Deductible</u>	<u>Units</u>	<u>Valuation</u>	<u>Symbol</u>
Comprehensive	11,823,419	1,000	193	ACV	10
<b>Total Comprehensive</b>	<b>11,823,419</b>		<b>193</b>		
Collision	11,823,419	1,000	193	ACV	10
<b>Total Collision</b>	<b>11,823,419</b>		<b>193</b>		

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**AUTO COVERAGE CONDITIONS**

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**# 1 - Commercial Automobile Liability (Symbol 1)**

Coverage is automatically provided for Any Auto.

**# 2 - Commercial Automobile Physical Damage (Symbol 10)**

Coverage is automatically provided for Owned Autos that meet the following requirements:

1. Autos shown in the Declarations as having physical damage coverage, as of the effective date shown in the Declarations; or
2.
  - a. "Auto" you newly acquire after the effective date and report to us prior to the expiration date, shown in the Declarations; and
  - b. "Auto" is of similar make, model and departmental usage as any "auto" that is currently covered under this policy for Physical Damage coverage; and
  - c. Vehicle value is less than \$250,000; and
  - d. Vehicles covered at Actual Cash Value.

**IMPORTANT NOTE:** For those auto(s) that do not meet the conditions outlined in 2a thru 2d above, there is no automatic coverage. A request for coverage must be submitted within 5 business days of the change. Auto Physical Damage coverage will then be added, by endorsement, for the appropriate premium charge. For auto(s) that meet these conditions, please continue to send change requests as soon as you are able, but no later than the expiration date of the policy (refer to 2a above) for accurate record-keeping and claims verification purposes, however an endorsement will not be issued.

**PROPERTY**

**Standard Coverage**

	<b><u>Limit</u></b>
Building	92,899,649
Business Personal Property	7,000,363
TOTAL INSURED VALUES	99,900,012
Blanket Limit Applies	Yes
Cause of Loss Form	Special
Co-insurance	Agreed Amount
Deductible	10,000
Valuation	Replacement Cost

**Other Perils**

	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Earthquake	5,000,000	25,000
Flood	5,000,000	25,000

Flood coverage does not include any Location(s) wholly or partially within Flood Zones A, B, or V, regardless of how the Zone may be named.

**Equipment Breakdown**

**Description**

	<b><u>Limit</u></b>
Limit	99,900,012
Business Income and Extra Expense	500,000
Pollutant Clean Up and Removal	250,000
Refrigerant Contamination	250,000
Spoilage	250,000
Deductible - Direct Damage	10,000
Deductible - Indirect Damage	72 hour

## Property Features and Benefits

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
<b>Business Income Coverages</b>		
Business Income and Extra Expense	500,000	72 hour
Dependent Property	100,000	72 hour
Interruption Of Computer Operations	10,000	72 hour
Lease Cancellation Moving Expenses	5,000	None
Newly Acquired or Constructed Property - Business Income	500,000	72 hour
Off Premises Utility Failure-Business Income	50,000	24 hour
Ingress or Egress	25,000	72 hour
Pollutant Clean Up And Removal	25,000	72 hour
<b>Coverage Modifications</b>		
Ordinance and Law		
Coverage A	Included	Included
Coverage B	1,000,000	Included
Coverage C	1,000,000	Included
Accidental Classroom Chemical Spills	50,000	10,000
Accounts Receivable Records	100,000	10,000
Accumulation of Surface Water	25,000	10,000
Animals		
Occurrence Limit	10,000	10,000
Aggregate Limit	50,000	10,000
Appurtenant Structures	100,000	10,000
Audio Visual and Communication Equipment	100,000	250
Changes in Temperature Or Humidity	50,000	10,000
Commandeered Property	250,000	250
Computer Equipment	250,000	10,000
Portable Computer Equipment		
Per Item Limit	1,500	10,000
Per Policy Limit	15,000	
Course of Construction		
Per Building	25,000	10,000
Per Policy Year	100,000	
Debris Removal - Your Premises	250,000	10,000
Debris Removal - Wind Blown Debris	10,000	10,000
Electrical Damage	50,000	10,000
Electronic Data	100,000	10,000
Fine Arts	100,000	10,000
Fire Department Service Charge	25,000	None
Fungus, Wet Rot, Dry Rot And Bacteria (limited coverage)	15,000	10,000
Glass Display Or Trophy Cases	5,000	500
Inventory And Appraisal	20,000	10,000
Key Card Coverage	25,000	10,000
Lock Replacement	10,000	None
Money And Securities		
On Your Premises	20,000	10,000
Away From Your Premises	10,000	10,000
Newly Acquired Or Constructed Property		
Buildings	1,000,000	10,000
Your Business Personal Property	1,000,000	10,000
Non-owned Detached Trailers	20,000	10,000
Off Premises Utility Failure - Damage to Covered Property	100,000	10,000
Outdoor Property	100,000	10,000
Outdoor Signs	5,000	10,000
Personal Effects And Property Of Others	50,000	10,000
Any one Employee or Volunteer	1,500	

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Pollutant Clean Up And Removal	500,000	10,000
Property In Transit	50,000	10,000
Property Off-premises	50,000	10,000
Recharge Of Fire Protection Equipment	10,000	None
Retaining Walls	5,000	10,000
Reward Payments	15,000	None
Salesperson's Samples	10,000	10,000
SCADA Upgrade	100,000	10,000
Penstock	100,000	10,000
Sod, Trees, Shrubs and Plants		
Any One Tree, Shrub or Plant	1,000	
Occurrence Limit	10,000	10,000
Spoilage	25,000	10,000
Theft of Jewelry, Furs, Stamps And Other Specified Items		
Per Item	2,500	10,000
Max Occurrence Limit	10,000	10,000
Undamaged Leasehold Improvements	50,000	10,000
Underground Fiber Optic Cable		
Any One Occurrence	10,000	10,000
Each 12 month Period	50,000	
Underground Property, Paved Surfaces or Athletic Fields	250,000	10,000
Valuable Papers And Records (Other Than Electronic Data)	100,000	10,000
Virus, Harmful Code or Similar Instruction	25,000	10,000



## INLAND MARINE

### Standard Coverage

Limit Deductible Co-Ins Valuation

### Computer Systems Coverage

Computer Equipment 2,469,000 1,000

### Contractors Equipment

Scheduled Equipment 1,322,575 1,000 ACV

#### Optional Coverages

Equipment Leased Or Rented From Others 50,000 1,000

Subject to maximum amount of: 50,000 per item

### Miscellaneous Property

2 Underground Storage Tanks, Yamaha Golf Carts, Electric Car Charging Stations 205,323 1,000 ACV

Unscheduled Leased Radio Equipment 1,106,120 1,000 ACV

Subject to a maximum amount of: 10,000 per item

## CRIME

### Standard Coverage

	<u>Limit</u>	<u>Deductible</u>
Employee Theft - Per Loss	500,000	5,000
Faithful Performance of Duty (Included in Employee Theft Limit)		
Forgery or Alteration	500,000	5,000
Inside the Premises - Theft of Money & Securities	500,000	5,000
Outside the Premises	500,000	5,000

**EXCESS LIABILITY**

**Standard Coverage**

Each Occurrence, Offense, Accident, or Wrongful Act  
Annual Aggregate

**Limit**  
8,000,000  
8,000,000

***Underlying Insurance***

General Liability  
Public Officials' Liability  
Employment Practices Liability  
Law Enforcement Liability  
Auto Liability

1,000,000  
1,000,000  
1,000,000  
1,000,000  
1,000,000

The following is a price breakdown for this quotation:

<u>Coverage</u>	<u>Subtotal</u>	<u>TRIA</u>	<u>Total Premium</u>
General Liability	241,124	3,617	244,741
Data Compromise	2,920		2,920
Cyber	7,457		7,457
Public Officials' Liability	46,049		46,049
Employment Practices Liability	119,820		119,820
Law Enforcement Liability	110,281		110,281
Auto Liability	86,828		86,828
Auto Physical Damage	98,510		98,510
Property	87,975	1,320	89,295
Inland Marine	6,996	105	7,101
Crime	4,446		4,446
Excess Liability	151,034	2,266	153,300
<b>Total</b>	<b>\$963,440</b>	<b>\$7,308</b>	<b>\$970,748</b>

**GENERAL CONDITIONS**

**This quotation does not necessarily match coverages or limits requested in bid specifications and/or application. No warranty is made or implied with respect to the total compliance to bid specifications or applications. Each individual policy contains the actual terms, conditions and exclusions. This account has been priced in anticipation that all lines will be bound. If any coverage is to be added or removed, please contact your underwriter.**

**ADDITIONAL INFORMATION REQUIRED AT BINDING:**

- **Application: Completed Trident Applications including: Public Entity, Recreation, Utility, Fire/EMT, Vehicle Concentration, Law and Jail.**
- **Property: Schedule to include construction types, year built and sq. feet for the highlighted items, especially for locations 37-1 and 38-1 for Federal Aviation buildings.**
- **Cyber: Signed application and 5-year loss runs prior to binding.**
- **Property (boiler): Please describe occupancy/description at location W F Elec Sub 5213 W Fayetteville Rd for building valued at \$474,000--previously noted this was sold to MEAG (transformers, circuits, etc.).**
- **Signed forms: SOV, TRIA and UM/UIM.**
- **Crime: Class a employees (these are employees who handle money on a regular basis).**

Statement of Values: City of College Park, Georgia

Effective Dates: 06/01/2021 - 06/01/2022

03/31/2021

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
1	1	\$3,843,300	\$916,600	RC	Modified Fire Resistive	City Hall	3667 Main St	College Park	GA	30337	26,253	1991	N
2	1	\$0	\$150,000	RC	Frame	Train Depot	3724 Main St	College Park	GA	30337	0	0	N
3	1	\$1,981,400	\$276,000	RC	Joisted Masonry	Conly Rec Ctr	3636 College St	College Park	GA	30337	18,149	1956	N
3	2	\$42,900	\$19,500	RC	Joisted Masonry	Pool Pump Hse	3636 College St	College Park	GA	30337	462	2004	N
3	3	\$226,700	\$21,800	RC	Joisted Masonry	Pool Bldg	3636 College St	College Park	GA	30337	2,189	2004	N
3	4	\$287,800	\$0	RC	Modified Fire Resistive	Swim Pool	3636 College St	College Park	GA	30337	5,014	2004	N
3	5	\$73,500	\$0	RC	Fire Resistive	Kiddie Pool	3636 College St	College Park	GA	30337	1,040	2004	N
4	1	\$226,380	\$0	RC	Fire Resistive	Tennis Rstrm	3605 College St	College Park	GA	30337	1,890	1958	N
4	2	\$105,300	\$20,200	RC	Joisted Masonry	Trk Prsbx &Rr	3605 College St	College Park	GA	30337	1,308	1958	N
4	3	\$55,176	\$0	RC	Joisted Masonry	Track Restrm	3605 College St	College Park	GA	30337	552	1999	N
4	4	\$150,000	\$0	RC	Frame	Favor House - 1 Pavilion	3605 College Street	College Park	GA	30337	0	0	N
5	1	\$6,204	\$0	RC	Joisted Masonry	Baseball Rr#1	3655 College St	College Park	GA	30337	64	1958	N
5	2	\$23,496	\$0	RC	Joisted Masonry	Baseball Rr#2	3655 College St	College Park	GA	30337	240	1958	N
5	3	\$30,360	\$3,700	RC	Joisted Masonry	Bsbl Prsbx	3655 College St	College Park	GA	30337	526	1958	N
6	1	\$1,936,600	\$230,500	RC	Joisted Masonry	Brady Rec Ctr	3571 Brenningham Dr	College Park	GA	30337	15,156	1955	N
6	2	\$31,680	\$0	RC	Frame	Picnic Shltr	3571 Brenningham Dr	College Park	GA	30337	1,320	1996	N
7	1	\$1,804,000	\$164,700	RC	Modified Fire Resistive	City Auditorm	3631 Main St	College Park	GA	30337	9,092	1941	N
8	1	\$568,000	\$90,000	RC	Joisted Masonry	Fire Stat #2	2336 Sullivan Rd	College Park	GA	30337	3,603	1971	N
9	1	\$563,500	\$332,100	RC	Masonry Non-Combustible	Wrhse & Offc	1886 Harvard Ave	College Park	GA	30337	7,857	1948	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
9	2	\$113,400	\$38,500	RC	Non-Combustible	Strg Shed	1886 Harvard Ave	College Park	GA	30337	3,159	1987	N
10	1	\$750,300	\$0	RC	Non-Combustible	Ch Dr. Elev	2770 Charleston Dr	College Park	GA	30337	0	1991	N
10	2	\$14,652	\$14,300	RC	Non-Combustible	Well House	2770 Charleston Dr	College Park	GA	30337	92	1991	N
11	1	\$386,300	\$385,500	RC	Modified Fire Resistive	F Pkwy Lift	1219 Forest Parkway	College Park	GA	30337	1,829	1970	N
12	1	\$399,900	\$148,100	RC	Joisted Masonry	Pub Wrks Offc	2233 W Harvard Ave	College Park	GA	30337	4,907	1942	N
13	1	\$119,000	\$29,000	RC	Frame	Welding & Sign Shop	2264 Old Harvard Avenue	College Park	GA	30337	2,895	1968	N
14	1	\$186,300	\$23,000	RC	Frame	Clubhouse	3711 Fairway Dr	College Park	GA	30337	1,271	1933	N
14	2	\$100,500	\$30,400	RC	Non-Combustible	Academy Bldg	3711 Fairway Dr	College Park	GA	30337	2,000	2007	N
14	3	\$500,000	\$0	RC	Masonry Non-Combustible	Camp Creek Pump Station	3711 Fairway Dr	College Park	GA	30337	1,000	2010	N
15	1	\$32,472	\$94,100	RC	Modified Fire Resistive	Pmp Station	Jackson St	College Park	GA	30337	276	1940	N
16	1	\$36,960	\$99,800	RC	Modified Fire Resistive	Pump Station	Lyle St	College Park	GA	30337	307	1940	N
17	1	\$281,400	\$86,100	RC	Joisted Masonry	Tracey Wyatt Recreation	2300 Godby Rd	College Park	GA	30349	3,162	1965	N
17	2	\$234,600	\$18,800	RC	Joisted Masonry	Pool Bldg	2300 Godby Rd	College Park	GA	30349	1,887	2006	N
17	3	\$210,100	\$0	RC	Modified Fire Resistive	Swim Pool	2300 Godby Rd	College Park	GA	30349	3,528	2006	N
17	4	\$45,000	\$20,500	RC	Joisted Masonry	Filtr & Pmp Hs	2300 Godby Rd	College Park	GA	30349	484	2006	N
17	5	\$73,500	\$0	RC	Modified Fire Resistive	Kiddie Pool	2300 Godby Rd	College Park	GA	30349	1,040	2006	N
17	6	\$3,000,000	\$300,000	RC	Masonry Non-Combustible	Godbyrecctr	2300 Godby Rd	College Park	GA	30349	35,000	2010	N
17	7	\$150,000	\$0	RC	Frame	Tracey Wyatt Recreation - Park/Playground	2300 Godby Rd	College Park	GA	30337	0	0	N
17	8	\$17,000	\$0	RC	Frame	Tracey Wyatt Recreation - Storage Bldg	2300 Godby Rd	College Park	GA	30337	0	0	N
17	9	\$74,000	\$0	RC	Frame	Tracey Wyatt Recreation - Rock Climbing Wall	2300 Godby Rd	College Park	GA	30337	0	0	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
18	1	\$247,500	\$66,400	RC	Masonry Non-Combustible	Hist Society	3675 Auditorium Way	College Park	GA	30337	2,442	1972	N
19	1	\$0	\$30,000	RC	Frame	Sewg Station	Old National Hwy	College Park	GA	30337	0	0	N
20	1	\$11,817,000	\$2,610,400	RC	Masonry Non-Combustible	Pub Saf Cmplx	3717 & 3737 College St	College Park	GA	30337	60,947	2005	N
21	1	\$89,408	\$14,800	RC	Joisted Masonry	Zupp Park	1550 Hawthorne Ave	College Park	GA	30337	961	2001	N
21	2	\$435,963	\$0	RC	Frame	3 Pavilions	1550 Hawthorne Ave	College Park	GA	30337	0	2009	N
22	1	\$394,900	\$134,100	RC	Non-Combustible	Warehouse Facility	1060 Forest Parkway	College Park	GA	30337	11,000	2006	N
23	1	\$60,000	\$0	RC	Fire Resistive	Cng Util Bld1	4555 Edison Ave	College Park	GA	30337	320	2007	N
23	2	\$50,000	\$0	RC	Fire Resistive	Cng Util Bld2	4555 Edison Ave	College Park	GA	30337	270	2007	N
23	3	\$1,490,000	\$0	RC	Frame	Canopy&Equip	4555 Edison Ave	College Park	GA	30337	0	2007	N
24	1	\$87,982	\$0	RC	Masonry Non-Combustible	Phillips Rest	Hershell Road	College Park	GA	30337	400	2012	N
25	1	\$900,000	\$0	RC	Frame	Philips Park - 6 Pavilions	4418 Herschel Rd	College Park	GA	30337	0	2003	N
26	1	\$900,000	\$0	RC	Frame	Barrett Park - 5 Pavilions	2000 Walker Ave	College Park	GA	30337	0	2003	N
27	1	\$95,000	\$0	RC	Frame	Levitz Lift Station	0 Sullivan Rd	College Park	GA	30337	0	0	N
28	1	\$109,000	\$0	RC	Masonry Non-Combustible	Princeton Well (Well House 4)	1683 Princeton Ave	College Park	GA	30337	2,000	2018	N
29	1	\$267,500	\$0	RC	Frame	Massachusetts Pump	0 Massachusetts Blvd	College Park	GA	30337	0	0	N
30	1	\$250,810	\$0	RC	Frame	Pump Station	5217 West Fayetteville Road	College Park	GA	30337	0	0	N
31	1	\$2,187,000	\$170,463	RC	Joisted Masonry	Fire Stat #3	5131 West Fayetteville Road	College Park	GA	30349	9,109	2017	N
32	1	\$674,170	\$0	RC	Masonry Non-Combustible	Well House	2145 Roosevelt Street	College Park	GA	30337	2,000	2018	N
33	1	\$324,160	\$0	RC	Masonry Non-Combustible	Well House	2173 Columbia Avenue	College Park	GA	30337	2,000	2018	N
34	1	\$656,170	\$0	RC	Masonry Non-Combustible	Well House	3581 Victoria Street	College Park	GA	30337	2,000	2018	N



<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
35	1	\$200,000	\$0	RC	Frame	Subrenia M. Willis Park - 2 Pavillions	2901 Camp Creek Parkway	College Park	GA	30337	0	0	N
36	1	\$474,000	\$0	RC	Non-Combustible	W F Elec Sub	5213 W Fayetteville Rd	College Park	GA	30337	2,901	1965	N
36	2	\$987,500	\$0	RC	Non-Combustible	Elev Wtr Tnk	5213 W Fayetteville Rd	College Park	GA	30337	0	1965	N
37	1	\$13,500,000	\$10,000	RC	Modified Fire Resistive	Federal Aviation Administration	1641 Columbia Avenue	College Park	GA	30337	0	0	N
38	1	\$36,000,000	\$10,000	RC	Modified Fire Resistive	Federal Aviation Administration	1702 Columbia Avenue	College Park	GA	30337	0	0	N
39	1	\$50,000	\$0	RC	Frame	Billboard	3690 Howard Dr	College Park	GA	30337	0	0	N
40	1	\$1,969,906	\$441,000	RC	Frame	Police Precinct	2330 Godby Road	College Park	GA	30337	0	0	N
		\$92,899,649	\$7,000,363	<b>Total:</b>		\$99,900,012							

Insured Signature \_\_\_\_\_

Date \_\_\_\_\_

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, 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.

The prospective premium for certified acts of terrorism coverage is \$ 7,308 .

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

### Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	Accept - I hereby elect to purchase terrorism coverage
<input type="checkbox"/>	Reject - I hereby decline to purchase terrorism coverage

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## Cyber Insurance Made Easy™

Get peace of mind with a Cowbell's admitted cyber insurance policy so you can focus on your business.

- Cowbell identifies your organization's risk exposure
- You can compare your business risk profile with industry peers
- Your team can use Cowbell Insights to implement controls and reduce risks
- Your business gets back up and running with Cowbell's claim services



Coverage Clarity



Personalized Policies



Cowbell Factors™



Cowbell Insights™



Information Security Training  
& Expert Claims Panel





## Cowbell Cyber Insurance Quote - Prime 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

QUOTE NUMBER	QCB-250-1H7LXIRN
NAMED INSURED	City of College Park
REVENUE	\$51,000,000.00
# OF EMPLOYEES	460
YEAR ESTABLISHED	1895
MAILING ADDRESS	3667 Main St, College Park, GA, 30337-2699
EMAIL ADDRESS	
AGENCY NAME	Apex Insurance Services

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POLICY PERIOD	From: <b>03/19/2021 (Effective Date)</b> To: <b>03/19/2022 (Expiration Date)</b> 12:01 AM Insured Local Time
POLICY TERM	<b>365 days</b>
POLICY PREMIUM	Estimated Premium (with TRIA) <b>\$27,869.25</b> MGA Fees <b>\$350.00</b>
	<hr/>
	<b>TOTAL AMOUNT \$28,219.25</b>
AGGREGATE LIMIT	<b>\$2,000,000</b>
INSURED STATE	<b>GA</b>

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**Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.**



## COVERAGES

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$2,000,000	\$50,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Data Restoration	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Business Impersonation Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$1,000,000	-	12 Hours	03/19/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> System Failure	\$2,000,000	\$50,000	12 Hours	-
<input type="checkbox"/> Contingent System Failure	-	-	-	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$50,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$1,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-
COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$50,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$2,000,000	\$50,000	-	Full Prior Acts



This quote proposal expires within seven (7) days after the effective date of the policy, if the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

1. Cowbell Application signed and dated within 30 days prior to binding.
2. If the applicant had prior cyber coverage, please provide 5 years of loss runs.
3. Highly recommend that MFA is implemented within 60 days post binding for admin accounts and then eventually for all users.

Please send the above information to [underwriting@cowbellcyber.ai](mailto:underwriting@cowbellcyber.ai) prior to binding.

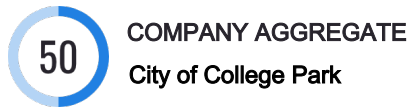
Note that this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



## Cowbell Factors™ - Prime 250

We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

### AGGREGATE COWBELL FACTORS



Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.



Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

### INDIVIDUAL COWBELL FACTORS



Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.



This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.



Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.



Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.



Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.



Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA.



Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).





## Cowbell Cyber Coverages - Prime 250








(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- Liability Costs** Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre- judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.
- PCI Costs** Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.
- Regulatory Costs** Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.
- Cowbell Breach Fund** Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.
- Data Restoration** Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.
- Extortion Costs** Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).
- Business Impersonation Costs** Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.
- Reputational Harm Expense** Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation.
- Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- Contingent Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- System Failure** Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.
- Contingent System Failure** Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.



## Cowbell Cyber Coverages - Prime 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- 
**Cyber Crime Loss** Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.
- 
**Bricking Costs** Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.
- 
**Criminal Reward Costs** Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.
- 
**California Consumer Privacy Act** Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.
- 
**General Data Protection Regulation** Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.
- 
**Utility Fraud Attack** Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.
- 
**Media Liability** Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.



**REGARDING:** **City of College Park**  
3367 Main Street  
College Park, Georgia 30337

**DATE:** March 04, 2021

## QUOTATION

**QUOTE NUMBER/  
RENEWAL OF:** 9059151  
IRONTX00905915

**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 02116

**INSURING AGREEMENTS:** 1.a. Third Party Bodily Injury and Property Damage  
1.b. Cleanup of Pollutants Due to Underground Storage Tank Releases

**POLICY PERIOD:** June 01, 2021 – June 01, 2022

**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:** \$2,985.00

LIU Specialty Insurance Agency Inc. provides brokers with access to Liberty Surplus Insurance Corporation's property, casualty, and specialty insurance products and services.

**City of College Park**

March 04, 2021

Page 2 of 8

**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

<b>Coverage for losses resulting from:</b>	<b>Premium Charge</b>
“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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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-N004-04205
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. Completed Ironshore Application
2. Completed Surplus Lines Form
3. Signed TRIA Form

LIU Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at LIU 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 April 03, 2021

Thank you for giving us the opportunity to work with you on this account.

Best regards,

City of College Park

March 04, 2021

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Signature of authorized representative of Insurer

Monica Almond-Cruz

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Name

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Title

**Ironshore, Environmental**  
28 Liberty Street, 5th Floor  
New York, NY 10005  
Email: [IronEnviroTanks@ironshore.com](mailto:IronEnviroTanks@ironshore.com)

**City of College Park**

March 04, 2021

Page 4 of 8

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

City of College Park

March 04, 2021

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Surplus Lines Tax Documentation

Named 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 Lines 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

City of College Park

March 04, 2021

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**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. Beginning calendar year 2020, the Federal Share is 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 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.



City of College Park

March 04, 2021

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## **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 \_\_\_% 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.

City of College Park

March 04, 2021

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### **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.

# 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

### ENDORSEMENT NO. 1

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SERVICE OF SUIT CLAUSE – GEORGIA

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

### ENDORSEMENT NO. 2

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CLAIM AND NOTICE REPORTING

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](mailto: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

### ENDORSEMENT NO. 3

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SANCTION LIMITATION AND EXCLUSION CLAUSE

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, conditions and exclusions of this policy 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

### ENDORSEMENT NO. 4

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

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.

# 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

### ENDORSEMENT NO. 5

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF TERRORISM

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. **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

## Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



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.



# Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

### ENDORSEMENT NO. 6

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DISCLOSURE – TERRORISM RISK INSURANCE ACT

**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".

Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### 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.

# 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

### ENDORSEMENT NO. 7

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

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.

# 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

### ENDORSEMENT NO. 8

**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS AMENDATORY ENDORSEMENT

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	9060 569- T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	9060 569- T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 01, 2018	\$250,000

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.

This policy will not provide coverage for any Storage Tank(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

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

### ENDORSEMENT NO. 9

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CANCELLATION – 100% MINIMUM EARNED PREMIUM**

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

### ENDORSEMENT NO. 10

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

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.

# 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

### ENDORSEMENT NO. 11

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DEDUCTIBLE AMENDATORY ENDORSEMENT (SCHEDULED)

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 **\$1,000,000** 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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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.

# 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

### ENDORSEMENT NO. 12

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EMERGENCY RESPONSE EXPENSES

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.

# 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

### ENDORSEMENT NO. 13

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### IMAGE RESTORATION EXPENSES

- 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](http://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](http://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 <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
---------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

<ul style="list-style-type: none"> <li>▪ ask about, buy insurance or file a claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ your insurance agent or broker</li> </ul>
<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://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:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> </ul>

<ul style="list-style-type: none"> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• 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;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• 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;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**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](http://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](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> 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](http://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](https://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](https://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 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 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](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
 175 Berkeley St., 6<sup>th</sup> Floor  
 Boston, MA 02116  
 Attn: Privacy Office



**Renewal Date:** 06/01/21

**RE:** City of College Park  
Georgia International Convention Center

**Renewal of Policy #:** MAC 1967186 03

### 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:** 06/01/2021 - 06/01/2022

**Quote Exp Date:** 06/01/2021

#### Quotation Premium

<b>Premium:</b>	\$135,968.00
<b>Total:</b>	<b>\$135,968.00</b>

**Payment Terms:** Premium Due Within 20 Days of Effective Date.

**Minimum Earned Percentage:** 0.00 % **\*Subject to the Carrier(s) Minimum Earned Premium Clause/Endorsement.**

**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.
- Terms are based on the attached SOV. It is your responsibility to review this SOV for accuracy and notify us immediately if there are any discrepancies. Any changes may affect the terms and pricing offered.
- 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.
- Updated producer license is required for this state in order to bind coverage.

**Binding Subjectivities:**

- Signed and dated Acord application 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.

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.





**INSURED: CITY OF COLLEGE PARK DBA  
GEORGIA INTERNATIONAL**

**Renewal of: MAC 1967186 03**

**This Quote is valid for 30 days.**

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**Issuing Company:** Great American Insurance Company

**AM Best Rating:** A+ (Superior)

**Policy Term:** 06/01/2021 to 06/01/2022

**See following page(s) for detailed quote information.**

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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 03

**Coverage:** Select Business Policy

**Coverage Form:** Select Business Policy Plus

**Policy Term:** 06/01/2021 to 06/01/2022

<b>Schedule of Locations</b>					
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	2330 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	\$ Not Covered
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
----------------------------------------------------------------	----	--------

### **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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#### **Ordinance or Law Coverage**

Coverage A - Undamaged Portion	Included in Building Limit
Coverage B - Demolition Costs	\$ 1,000,000
Coverage C - Increased Cost of Construction	Combined with Coverage B

### **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
Coinsurance – Property Damage	NONE

Coinsurance – Business Income

NONE

**Deductible(s)**

Building and Business Personal Property:	\$	50,000	All Other
	\$	50,000	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

**Forms and Endorsements**

Georgia Changes (SB8213)

Select Business Policy Ordinance - Schedule Of Locations And Limits (SB8261)

Select Business Policy Plus (SB8696)

Declarations Comments Ordinance and Law: Cov A-Included, Cov B &amp; 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 &amp; 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 &amp; 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)

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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 03

**Coverage:** Difference in Conditions

**Coverage Form:** Difference in Conditions - Specified Cause of Loss

**Policy Term:** 06/01/2021 to 06/01/2022

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	2330 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

**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 03

**Coverage:** Fine Arts

**Policy Term:** 06/01/2021 to 06/01/2022

### 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.

## 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](http://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](http://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](http://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)

[GAIG.com/PIM](http://GAIG.com/PIM)





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800.245.2744 | americanspecialty.com

## PROPOSAL FOR INSURANCE

### COMMERCIAL GENERAL LIABILITY

Proposal Date: 04/08/2021

**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, 2021**      **To: June 1, 2022**  
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.*

<b>Commercial General Liability Coverage Part</b>		<b>PREMIUM</b>
		<b>\$106,575.00</b>
	<b>Total Premium (excluding TRIA)</b>	<b>\$106,575.00</b>
	<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$960.00</b>
	<b>Total General Liability Premium (including TRIA)</b>	<b>\$107,535.00</b>
<b>Total General Liability Premium including all Surcharges, Fees, Assessments</b>		<b>\$107,535.00</b>
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:

**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**

<b>Loc#</b>	<b>Bldg#</b>	<b>Address #1</b>	<b>Address #2</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

## FORMS SCHEDULE

<b>Form</b>	<b>Edition</b>	<b>Description</b>
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 2132	05/09	Communicable Disease Exclusion
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:\$ 960  
(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

Date:

Policy Number:



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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: 03/25/2021

**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, 2021**      **To: June 1, 2022**  
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.*

<b>Liquor Liability Coverage Part</b>		<b>PREMIUM</b>
		<b>\$1,630.00</b>
	<b>Total Premium (excluding TRIA)</b>	<b>\$1,630.00</b>
	<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$7.00</b>
	<b>Total Liquor Liability Premium (including TRIA)</b>	<b>\$1,637.00</b>
<b>Total Liquor Liability Premium including all Surcharges, Fees, Assessments</b>		<b>\$1,637.00</b>
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**

<b>Loc#</b>	<b>Bldg#</b>	<b>Address #1</b>	<b>Address #2</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

## **FORMS SCHEDULE**

<b>Form</b>	<b>Edition</b>	<b>Description</b>
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:\$ 7  
(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

Date:

Policy Number:



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800.245.2744 | americanspecialty.com

## PROPOSAL FOR INSURANCE

### COMMERCIAL EXCESS LIABILITY

Proposal Date: 03/25/2021

**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, 2021**      **To: June 1, 2022**  
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	<b>PREMIUM</b> <b>\$29,832.00</b>
<b>TOTAL PREMIUM (excluding TRIA)</b>	<b>\$29,832.00</b>
<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$1,492.00</b>
<b>TOTAL EXCESS LIABILITY PREMIUM (including TRIA)</b>	<b>\$31,324.00</b>
<b>Total Excess Liability Premium Including State Surcharges, Fees, Assessments</b>	<b>\$31,324.00</b>
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: \$ 1,492

(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.

\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

City of College Park dba Georgia International  
Convention Center

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

Arch Insurance Company  
Insurance Company

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Policy Number:



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## 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 06/01/2021 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.**

*Retail broker's authority to issue certificates of insurance or evidence of insurance is strictly limited to verification of coverage or where required by law. Retail broker has no authority to add, change, or expand coverage. If retail broker provides copies of certificates or evidence of insurance to American Specialty, it is understood that American Specialty will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate and will not have any responsibility to provide copies of such certificates or evidence of insurance to Insurers unless required by the respective Insurer's contract with American Specialty. Retail broker is solely responsible for the accuracy and completeness of any certificate or evidence of insurance broker issues.*



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 – \$106,575.
- Federal Terrorism Risk Insurance Act Premium – \$960.  
Purchasing Group Membership Fee – \$100.
- Liquor Liability – \$1,630.
- Federal Terrorism Risk Insurance Act Premium – \$7.
- Commercial Excess – \$29,832.
- Federal Terrorism Risk Insurance Act Premium – \$1,492.

**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 2021 Renewal Request Form**
- Describe plan for managing COVID-19-related exposure including social distancing measures, compliance with state and local guidelines, sanitation procedures, responding to reports of confirmed cases, signage, etc.**
- Are you currently open and permitted to operate at 100% capacity? If no, please describe.**

## 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



## 2021 Marketing Summary

### PACKAGE

- **Liberty Mutual (Current Provider):** Quoted the Property, Auto, Inland Marine, and General Liability; Excluding the Professional; Excluding Rock Climbing Wall at Tracey Wyatt Center for General Liability; Total Premium of \$896,888.
- **Trident:** Quoted All Lines for Total Premium of \$970,748; Will Cover Rock Climbing Wall at Tracey Wyatt Center for General Liability.
- **Travelers:** Opted out of quoting on 4/5/2021. Could not release bindable quote due to inability to receive Risk Assessment Approval.
- **AmGUARD (Berkshire Hathaway):** Unable to release bindable terms by deadline.
- **OneBeacon (Intact):** Wrote College Park's insurance from 2012-18 when we paired their quote with QBE. They unfortunately declined due to claims history.
- **Glatfelter Public Practice:** Declined to quote due to loss frequency and severity.
- **Selective:** Declined to quote; Not interested in municipality of this size.
- **Wright Specialty:** Declined due to loss history and exposures outside underwriting guidelines.
- **Hudson Casualty:** Declined due to loss history.
- **HCC Tokio Marine:** Declined due to city's close proximity to major metropolitan area.

### PROFESSIONAL

- **XL Catlin (Greenwich):** Quoted the Public Officials Liability, Employment Practices Liability, and Law Enforcement Liability for total premium of \$322,251.
- **QBE Specialty:** Released Premium Indication for all Professional Lines at \$300,000 with a minimum \$100,000 Deductible for each line of coverage.
- **JWF Specialty:** Declined – Loss experience unfavorable.

### CYBER

- **HISCOX (Current Provider)** – Non-renewed due to claims activity.
- **Cowbell (Benchmark)** – Quoted with a Premium of \$28,220.
- **Trident (Argonaut)** – Released option on Package Quote for \$7,457 Premium but only able to offer \$1,000,000 Limits and \$100,000 for Extortion Expense, also known as Ransomware.

### STORAGE TANK LIABILITY

- **Ironshore (Current Provider):** Quoted renewal at \$3,105 Total Premium.

### GICC

- **American Specialty (Current Provider):** Released renewal proposal for Total Premium of \$140,596 to cover the General Liability, Liquor Liability and Excess Liability.
- **Great American (Current Provider):** Release renewal proposal for Total Premium of \$135,968 to cover the Property & Inland Marine.

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b> Products & Completed Operations Personal & Advertising Injury Premises Damage Medical Expense Sexual Misconduct Liability Failure To Supply Health Care & Social Services Sewer Backup	\$134,635	\$152,928	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$5,000 \$1,000,000 \$1,000,000 Included \$50,000/\$50,000	\$1,000,000/\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$5,000 \$1,000,000 \$1,000,000 Included \$50,000/\$50,000	Each Occurrence/General Aggregate Aggregate Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$0 \$10,000 \$2,500	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$0 \$10,000 \$2,500
<b>EMPLOYEE BENEFITS LIABILITY</b> Retro Date: 05/01/2009	Included	Included	Liberty Mutual (A:V)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act/Total Limit	\$1,000	\$1,000
<b>AUTOMOBILE LIABILITY</b> Hired & Non-Owned Uninsured/ Underinsured Motorist Total Number of Autos/Trailers	\$389,206	\$423,010	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	\$1,000,000 \$1,000,000 \$1,000,000 195	\$1,000,000 \$1,000,000 \$1,000,000 193	Combined Single Limit Combined Single Limit Combined Single Limit	\$10,000 \$10,000 \$0	\$10,000 \$10,000 \$0
<b>AUTOMOBILE PHYSICAL DAMAGE</b> Comprehensive/Collision Hired Physical Damage Total Number of Autos/Trailers	Included	Included	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	ACV Included 195	ACV Included 193	Total Cost New/ Actual Cash Value Hired Autos Only	\$1,000/\$1,000 \$1,000/\$1,000 -	\$1,000/\$1,000 \$1,000/\$1,000 -
<b>CRIME</b> Employee Theft Forgery or Alteration Inside Premises (Theft of Money & Securities) Outside the Premises	\$3,773	\$4,266	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	Included \$500,000 \$500,000 \$500,000 \$500,000	Included \$500,000 \$500,000 \$500,000 \$500,000	Per Loss Coverage	\$5,000 \$5,000 \$5,000 \$5,000	\$5,000 \$5,000 \$5,000 \$5,000
<b>PROPERTY</b> Blanket Building Blanket Personal Property Business Income Extra Expense	\$144,229	\$149,879	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	Included \$99,979,049 \$9,452,734 \$4,820,236 \$250,000	Included \$92,899,649 \$9,482,734 \$4,820,236 \$250,000	No Coinsurance/Replacement Cost Agreed Value No Coinsurance/Replacement Cost Agreed Value	\$10,000 \$10,000 72 Hours 72 Hours	\$10,000 \$10,000 72 Hours 72 Hours
<b>FLOOD</b>	Included Included	Included Included	Liberty Mutual (A:V) Liberty Mutual (A:V)	\$5,000,000 \$14,000,000	\$5,000,000 \$14,000,000	Excludes Zones A,V, and FEMA 100 Yr. Floodplain Loc. 1641 Columbia Ave. College Park, GA	\$25,000 \$100,000	\$25,000 \$100,000
<b>EARTHQUAKE</b>	Included	Included	Liberty Mutual (A:V)	\$5,000,000	\$5,000,000	Excludes Zones 1 & 2	\$25,000	\$25,000
<b>INLAND MARINE</b> Contractors Equipment Scheduled Equipment Leased/Rented Radio Equipment Hardware & Media	Included Included Included Included	Included Included Included Included	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	\$1,538,198 Included \$1,156,120 Included	\$1,713,266 Included \$1,156,120 Included	Per Schedule on File	\$1,000 \$1,000 \$1,000 \$10,000	\$1,000 \$1,000 \$1,000 \$10,000
<b>EQUIPMENT BREAKDOWN</b> Expediting Expense Hazardous Substances CFC Refrigerants Data Restoration Water Damage Coverage Perishable Goods	Included Included Included Included Included Included	Included Included Included Included Included Included	Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V) Liberty Mutual (A:V)	\$250,000 \$250,000 \$250,000 \$250,000 Included \$250,000	\$250,000 \$250,000 Included \$250,000 Included \$250,000		\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000	\$10,000 \$10,000 \$10,000 \$10,000 \$10,000 \$10,000
<b>LAW ENFORCEMENT LIABILITY</b> Non-Monetary Relief	\$58,380	\$213,843	Greenwich (A+:XV) Greenwich (A+:XV)	\$5,000,000/\$5,000,000 \$25,000	\$5,000,000/\$5,000,000 \$50,000/\$100,000	Each Occurrence/ General Aggregate	\$50,000 \$2,500	\$50,000 \$50,000
<b>PUBLIC OFFICIALS LIABILITY</b> Non-Monetary Defense Limit Retro Date: 05/01/09- Claims Made	\$17,163	\$109,408	Greenwich (A+:XV) Greenwich (A+:XV) Greenwich (A+:XV)	\$5,000,000/\$5,000,000 \$25,000	\$5,000,000/\$5,000,000 \$100,000/\$300,000	Each Claim/Aggregate	\$25,000 \$2,500	\$25,000 \$25,000
<b>EMPLOYMENT PRACTICES LIABILITY</b> Retro Date: 05/01/09 - Claims Made	\$57,570	Included	Greenwich (A+:XV) Greenwich (A+:XV)	\$5,000,000/\$5,000,000	Included in POL	Annual Aggregate	\$25,000	\$50,000
<b>EXCESS LIABILITY</b>	\$152,268	\$168,153	Liberty Mutual (A:V)	\$4,000,000/\$4,000,000	\$4,000,000/\$4,000,000	Underlying: AL, GL, EBL (No Longer Includes Professional)	\$10,000	\$10,000
<b>STORAGE TANK LIABILITY</b>	\$3,046	\$3,105	Ironshore (A:V)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	Per Each Pollution Incident/Aggregate	\$250,000	\$250,000
<b>CYBER LIABILITY</b> Liability Expense First Party Expense First Party Loss Retroactive Date: Full Prior Acts	\$20,869	\$28,220	Benchmark (A:VIII) Benchmark (A:VIII) Benchmark (A:VIII) Benchmark (A:VIII)	Included \$2,000,000 \$2,000,000 \$2,000,000	Included \$2,000,000 \$2,000,000 \$2,000,000		\$5,000 \$5,000 \$5,000	\$50,000 \$50,000 \$50,000
<b>TERRORISM</b>	Included	Included						
<b>TOTAL PREMIUM</b>	<b>\$981,139</b>	<b>\$1,252,812</b>						

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**Georgia International Convention Center  
Arch & Great American Premium Summary 2021-2022**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$98,000</b>	<b>\$106,575</b>						
Products & Completed Operations	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Occurrence/General Aggregate	\$0	\$0
Personal & Advertising Injury	Included	Included	Arch Insurance Co. (A+:XV)	\$5,000,000	\$5,000,000	Aggregate	\$0	\$0
Premises Damage	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Medical Expense	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Crisis Management	Included	Included	Arch Insurance Co. (A+:XV)	Excluded	Excluded		N/A	N/A
			Arch Insurance Co. (A+:XV)	\$50,000	\$50,000	Each Occurrence	\$0	\$0
<b>LIQUOR LIABILITY</b>	<b>\$1,539</b>	<b>\$1,630</b>	Arch Insurance Co. (A+:XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Limit/Aggregate	\$0	\$0
<b>VACANT PROPERTY</b>	<b>\$120,761</b>	<b>\$135,968</b>						
Building and BPP Limit	Included	Included	Great American (A+:XV)			Replacement Cost		
Business Income	Included	Included	Great American (A+:XV)	\$149,823,500	\$149,823,500		\$10,000	\$50,000
Extra Expense	Included	Included	Great American (A+:XV)	\$1,000,000	\$1,000,000	Loc. At 2300 Convention Center w/ \$500K Limit	72 Hours	72 Hours
Data Compromise	Included	Included	Great American (A+:XV)	\$500,000	\$500,000	Loc. At 2300 Convention Center Only	\$10,000	\$50,000
			Great American (A+:XV)	\$50,000	\$50,000		\$2,500	\$2,500
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$100,000,000	\$100,000,000		\$10,000	\$10,000
<b>EXCESS LIABILITY</b>	<b>\$25,941</b>	<b>\$29,832</b>						
Underlying Coverage: GL, Liquor	Included	Included	Arch Insurance Co. (A+:XV)	\$10,000,000/\$10,000,000	\$10,000,000/\$10,000,000	Each Occurrence/Aggregate	\$0	\$0
			Arch Insurance Co. (A+:XV)					
<b>TERRORISM</b>	<b>\$2,185</b>	<b>\$2,459</b>						
<b>PURCHASING GROUP MEMBERSHIP FEE</b>	<b>\$100</b>	<b>\$100</b>						
<b>TOTAL PREMIUM</b>	<b>\$248,526</b>	<b>\$276,564</b>						

**IMPORTANT:** This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**PLEASE NOTE:** Due to the the GICC Property Value exceeding 50% of College Park's Total Insurable Values, neither Liberty Mutual or Trident are able to insure this location under the Package Policy.



# OPTION 2 - RECOMMENDED

City of College Park  
Trident Premium Summary 2021-2022



8.A.d

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLES	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$134,635</b>	<b>\$241,124</b>	Trident-Argonaut (A-XIV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Occurrence/Aggregate	\$10,000	\$10,000
Products/Completed Operations	Included	Included	Trident-Argonaut (A-XIV)	\$2,000,000	\$2,000,000	Aggregate	\$10,000	\$10,000
Personal & Advertising Injury	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Damages to Premises Rented to You	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$100,000		\$10,000	\$10,000
Sexual Misconduct Liability	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	Sublimit	\$10,000	\$10,000
Failure to Supply	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	Sublimit	\$0	\$10,000
Sewer Backup	Included	Included	Trident-Argonaut (A-XIV)	\$50,000/\$50,000	\$1,000,000	Aggregate	\$2,500	\$10,000
<b>EMPLOYEE BENEFITS LIABILITY</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$1,000,000/\$3,000,000	\$1,000,000		\$1,000	\$1,000
<b>DATA COMPROMISE</b>	<b>Included</b>	<b>\$2,920</b>						
Data Compromise Response Expense	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$1,000,000	Aggregate	\$10,000	\$10,000
Data Compromise Liability	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$1,000,000	Aggregate	\$10,000	\$10,000
<b>AUTOMOBILE LIABILITY</b>	<b>\$389,206</b>	<b>\$86,828</b>	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000	CSL	\$10,000	\$10,000
Hired & Non-Owned	Included	Included	Trident-Argonaut (A-XIV)	Included	Included		\$10,000	\$10,000
Uninsured/Underinsured Motorist	Included	Included	Trident-Argonaut (A-XIV)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Number of Covered Autos	Included	Included	Trident-Argonaut (A-XIV)	195	193		-	-
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>Included</b>	<b>\$98,510</b>	Trident-Argonaut (A-XIV)					
Comprehensive/Collision	Included	Included	Trident-Argonaut (A-XIV)	ACV	ACV	\$11,823,419	\$1,000/\$1,000	\$1,000/\$1,000
<b>CRIME</b>	<b>\$3,773</b>	<b>\$4,446</b>	Trident-Argonaut (A-XIV)					
Employee Theft	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000	Per Employee	\$5,000	\$5,000
Forgery or Alteration	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
Inside the Premises (Theft of Money & Securities)	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
Outside the Premises	Included	Included	Trident-Argonaut (A-XIV)	\$500,000	\$500,000		\$5,000	\$5,000
<b>PROPERTY</b>	<b>\$144,229</b>	<b>\$87,975</b>	Trident-Argonaut (A-XIV)					
Blanket Building	Included	Included	Trident-Argonaut (A-XIV)	\$99,979,049	\$92,899,649	Agreed Amount/Replacement Cost	\$10,000	\$10,000
Blanket Business Personal Property	Included	Included	Trident-Argonaut (A-XIV)	\$9,452,734	\$7,000,363	Agreed Amount/Replacement Cost	\$10,000	\$10,000
Business Income/Extra Expense	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$500,000	72 Hours	72 Hours	72 Hours
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$5,000,000	\$5,000,000		\$25,000	\$25,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Trident-Argonaut (A-XIV)	\$5,000,000	\$5,000,000		\$25,000	\$25,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>						
Pollutant Cleanup and Removal	Included	Included	Trident-Argonaut (A-XIV)	\$99,979,049	\$99,900,012		\$10,000	\$10,000
Refrigerant Contamination	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$250,000		\$10,000	\$10,000
Spoilage	Included	Included	Trident-Argonaut (A-XIV)	\$250,000	\$250,000		\$10,000	\$10,000
<b>INLAND MARINE</b>	<b>Included</b>	<b>\$6,996</b>	Trident-Argonaut (A-XIV)					
Scheduled Equipment	Included	Included	Trident-Argonaut (A-XIV)	\$1,538,198	\$1,322,575		\$1,000	\$1,000
Computer Equipment	Included	Included	Trident-Argonaut (A-XIV)	Included	\$2,469,000		\$1,000	\$1,000
Leased/Rented From Others	Included	Included	Trident-Argonaut (A-XIV)	Included	\$50,000	Max amount of \$50,000 per item	\$1,000	\$1,000
Miscellaneous Scheduled Property	Included	Included	Trident-Argonaut (A-XIV)	Included	\$205,323	Storage Tanks; Golf Carts; Electric Charging Station	\$1,000	\$1,000
Unscheduled Leased Radio Equipment	Included	Included	Trident-Argonaut (A-XIV)	\$1,156,120	\$1,106,120		\$1,000	\$1,000
<b>LAW ENFORCEMENT LIABILITY</b>	<b>\$58,380</b>	<b>\$110,281</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Per Wrongful Act/Aggregate	\$50,000	\$50,000
Line of Duty Death	Included	Included	Trident-Argonaut (A-XIV)	-	\$50,000/\$100,000			
<b>PUBLIC OFFICIALS LIABILITY</b>	<b>\$17,163</b>	<b>\$46,049</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Non-Monetary Defense	Included	Included	Trident-Argonaut (A-XIV)	\$25,000	\$10,000/\$50,000	Per Wrongful Act/Aggregate	\$25,000	\$25,000
Retroactive Date: 5/1/2009	Included	Included	Trident-Argonaut (A-XIV)					
<b>EMPLOYMENT PRACTICES LIABILITY</b>	<b>\$57,570</b>	<b>\$119,820</b>	Trident-Argonaut (A-XIV)	\$5,000,000/\$5,000,000	\$1,000,000/\$2,000,000	Each Wrongful Act/Aggregate	\$25,000	\$25,000
Equal Opportunity Commission (EEOC) Limit	Included	Included	Trident-Argonaut (A-XIV)	-	\$10,000/\$50,000		-	\$25,000
Non-Monetary Defense	Included	Included	Trident-Argonaut (A-XIV)	Inside Limits	\$50,000/\$50,000	Per Wrongful Act/Aggregate	\$25,000	-
Back Wages	Included	Included	Trident-Argonaut (A-XIV)	-	\$50,000		-	\$10,000
Retroactive Date: 5/1/2009	Included	Included	Trident-Argonaut (A-XIV)					
<b>EXCESS LIABILITY</b>	<b>\$152,268</b>	<b>\$151,034</b>	Trident-Argonaut (A-XIV)	\$4,000,000/\$4,000,000	\$8,000,000/\$8,000,000	Underlying: Auto, GL, Law, POL & EPL	\$10,000	\$0
<b>STORAGE TANK LIABILITY</b>	<b>\$3,046</b>	<b>\$3,105</b>	Ironshore (A:V)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	Per Each Pollution Incident/Aggregate	\$250,000	\$250,000
<b>CYBER LIABILITY</b>	<b>\$20,869</b>	<b>\$28,220</b>	Benchmark (A:VIII)					
Liability Expense	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
First Party Expense	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
First Party Loss	Included	Included	Benchmark (A:VIII)	\$2,000,000	\$2,000,000		\$5,000	\$50,000
Retroactive Date: Full Prior Acts	Included	Included	Benchmark (A:VIII)					
<b>TERRORISM</b>	<b>Included</b>	<b>\$7,308</b>						
<b>TOTAL PREMIUM</b>	<b>\$981,139</b>	<b>\$994,616</b>						
			<b>OPTIONAL COVERAGES</b>	<b>CARRIER</b>	<b>LIMIT / DEDUCTIBLE</b>	<b>SAVINGS</b>	<b>TOTAL PREMIUM</b>	
			CYBER LIABILITY	Trident (A-XIV)	\$1,000,000 / \$10,000	\$ (20,763.00)	\$973,853	
			POL & EPL	Trident (A-XIV)	\$1M Occurrence & \$2M Aggregate / \$50,000	\$ (20,883.00)	\$973,733	
			EXCESS LIABILITY	Trident (A-XIV)	\$5,000,000 / \$0	\$ (19,997.00)	\$974,619	

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**Georgia International Convention Center  
Arch & Great American Premium Summary 2021-2022**

**8.A.d**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$98,000</b>	<b>\$106,575</b>						
Products & Completed Operations	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Occurrence/General Aggregate	\$0	\$0
Personal & Advertising Injury	Included	Included	Arch Insurance Co. (A+:XV)	\$5,000,000	\$5,000,000	Aggregate	\$0	\$0
Premises Damage	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Medical Expense	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Crisis Management	Included	Included	Arch Insurance Co. (A+:XV)	Excluded	Excluded		N/A	N/A
			Arch Insurance Co. (A+:XV)	\$50,000	\$50,000	Each Occurrence	\$0	\$0
<b>LIQUOR LIABILITY</b>	<b>\$1,539</b>	<b>\$1,630</b>	Arch Insurance Co. (A+:XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Limit/Aggregate	\$0	\$0
<b>VACANT PROPERTY</b>	<b>\$120,761</b>	<b>\$135,968</b>						
Building and BPP Limit	Included	Included	Great American (A+:XV)			Replacement Cost		
Business Income	Included	Included	Great American (A+:XV)	\$149,823,500	\$149,823,500		\$10,000	\$50,000
Extra Expense	Included	Included	Great American (A+:XV)	\$1,000,000	\$1,000,000	Loc. At 2300 Convention Center w/ \$500K Limit	72 Hours	72 Hours
Data Compromise	Included	Included	Great American (A+:XV)	\$500,000	\$500,000	Loc. At 2300 Convention Center Only	\$10,000	\$50,000
			Great American (A+:XV)	\$50,000	\$50,000		\$2,500	\$2,500
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$100,000,000	\$100,000,000		\$10,000	\$10,000
<b>EXCESS LIABILITY</b>	<b>\$25,941</b>	<b>\$29,832</b>						
Underlying Coverage: GL, Liquor	Included	Included	Arch Insurance Co. (A+:XV)	\$10,000,000/\$10,000,000	\$10,000,000/\$10,000,000	Each Occurrence/Aggregate	\$0	\$0
			Arch Insurance Co. (A+:XV)					
<b>TERRORISM</b>	<b>\$2,185</b>	<b>\$2,459</b>						
<b>PURCHASING GROUP MEMBERSHIP FEE</b>	<b>\$100</b>	<b>\$100</b>						
<b>TOTAL PREMIUM</b>	<b>\$248,526</b>	<b>\$276,564</b>						

**IMPORTANT:** This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**PLEASE NOTE:** Due to the the GICC Property Value exceeding 50% of College Park's Total Insurable Values, neither Liberty Mutual or Trident are able to insure this location under the Package Policy.





**Georgia International Convention Center  
Arch & Great American Premium Summary 2021-2022**

**8.A.e**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER (A.M. Best Rating)	EXPIRING LIMITS	PROPOSED LIMITS	NOTES FOR PROPOSED QUOTE	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
<b>GENERAL LIABILITY</b>	<b>\$98,000</b>	<b>\$106,575</b>						
Products & Completed Operations	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000/\$5,000,000	\$1,000,000/\$5,000,000	Each Occurrence/General Aggregate	\$0	\$0
Personal & Advertising Injury	Included	Included	Arch Insurance Co. (A+:XV)	\$5,000,000	\$5,000,000	Aggregate	\$0	\$0
Premises Damage	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Medical Expense	Included	Included	Arch Insurance Co. (A+:XV)	\$1,000,000	\$1,000,000	Each Occurrence	\$0	\$0
Crisis Management	Included	Included	Arch Insurance Co. (A+:XV)	Excluded	Excluded		N/A	N/A
			Arch Insurance Co. (A+:XV)	\$50,000	\$50,000	Each Occurrence	\$0	\$0
<b>LIQUOR LIABILITY</b>	<b>\$1,539</b>	<b>\$1,630</b>	Arch Insurance Co. (A+:XV)	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	Each Limit/Aggregate	\$0	\$0
<b>VACANT PROPERTY</b>	<b>\$120,761</b>	<b>\$135,968</b>						
Building and BPP Limit	Included	Included	Great American (A+:XV)			Replacement Cost		
Business Income	Included	Included	Great American (A+:XV)	\$149,823,500	\$149,823,500		\$10,000	\$50,000
Extra Expense	Included	Included	Great American (A+:XV)	\$1,000,000	\$1,000,000	Loc. At 2300 Convention Center w/ \$500K Limit	72 Hours	72 Hours
Data Compromise	Included	Included	Great American (A+:XV)	\$500,000	\$500,000	Loc. At 2300 Convention Center Only	\$10,000	\$50,000
			Great American (A+:XV)	\$50,000	\$50,000		\$2,500	\$2,500
<b>FLOOD</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EARTHQUAKE</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$25,000,000	\$25,000,000		\$100,000	\$100,000
<b>EQUIPMENT BREAKDOWN</b>	<b>Included</b>	<b>Included</b>	Great American (A+:XV)	\$100,000,000	\$100,000,000		\$10,000	\$10,000
<b>EXCESS LIABILITY</b>	<b>\$25,941</b>	<b>\$29,832</b>						
Underlying Coverage: GL, Liquor	Included	Included	Arch Insurance Co. (A+:XV)	\$10,000,000/\$10,000,000	\$10,000,000/\$10,000,000	Each Occurrence/Aggregate	\$0	\$0
			Arch Insurance Co. (A+:XV)					
<b>TERRORISM</b>	<b>\$2,185</b>	<b>\$2,459</b>						
<b>PURCHASING GROUP MEMBERSHIP FEE</b>	<b>\$100</b>	<b>\$100</b>						
<b>TOTAL PREMIUM</b>	<b>\$248,526</b>	<b>\$276,564</b>						

**IMPORTANT:** This summary sheet is for informational purposes only and does not supersede the proposal or policy.

**PLEASE NOTE:** Due to the the GICC Property Value exceeding 50% of College Park's Total Insurable Values, neither Liberty Mutual or Trident are able to insure this location under the Package Policy.



# CITY OF COLLEGE PARK PROPOSAL

EFFECTIVE: 06/01/2021 - 06/01/2022

PREPARED FOR:

CITY OF COLLEGE PARK  
3667 MAIN STREET  
COLLEGE PARK, GA 30337

APEX INSURANCE AGENCY LLC



PROVIDED BY:



**Liberty Mutual.**  
**INSURANCE**

PROVIDED ON: 3/31/2021

PROPOSAL EXPIRATION DATE: 5/30/2021

*Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02116. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements. This proposal may include a policy from a Liberty Mutual nonadmitted surplus lines affiliate that is not licensed in your state. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.*

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Appendix

# Summary

Line of Coverage	Effective Date	Rating Plan	Underwriting Company	Pay Plan	Estimated Annual Premium*
Commercial Auto	06/01/2021	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Annual 100%/0	\$423,010
General Liability	06/01/2021	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Annual 100%/0	\$152,928
Property	06/01/2021	N/A	Liberty Mutual Fire Insurance Company	Annual 100%/0	\$149,879
Crime	06/01/2021	Guaranteed Cost	Employers Insurance Company of Wausau	Annual 100%/0	\$4,266
Umbrella	06/01/2021	Guaranteed Cost	Liberty Insurance Corporation	Annual 100%/0	\$168,153
<b>Total Estimated Premium</b>					<b>\$898,236</b>

\*Estimated annual premium includes Terrorism Risk Insurance Act (TRIA) premium, taxes, assessments and surcharges.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. 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.

## Payment Terms:

- Commissions will be paid in accordance with the payment plans established for the customer.
- Mid-Term premium endorsements will be: **Bill Now - Outside Payment Plan**
- **Producer** will be billed for premium, taxes, assessments, and surcharges.
- Pay Terms Offered: **Non-ACH**

# Invoice

**Remit payment to:**

Liberty Mutual Insurance  
P.O. Box 1449  
New York, NY 10116-1449  
Questions Call: 1-800-320-7582

City of College Park

**Pay Terms Offered\***

Effective: 06/01/2021 to 06/01/2022

Line of Coverage	Pay Plan	Deposit Amount	Installment Amount	Grand Total
Commercial Auto	Annual 100%/0	\$423,010.00	\$0.00	\$423,010.00
General Liability	Annual 100%/0	\$152,928.00	\$0.00	\$152,928.00
Property	Annual 100%/0	\$149,879.00	\$0.00	\$149,879.00
Crime	Annual 100%/0	\$4,266.00	\$0.00	\$4,266.00
Umbrella	Annual 100%/0	\$168,153.00	\$0.00	\$168,153.00
<b>Total Amount Due</b>		<b>\$898,236.00</b>	<b>\$0.00</b>	<b>\$898,236.00</b>
<b>Deposit Due Date</b>		<b>06/01/2021</b>		

\*Billing will also be set up in your online portal. Please contact your Client Service Representative for access.

This is not your actual invoice. It is an estimate based on proposed exposures, coverages, and is subject to change when the actual invoice is mailed by Customer Accounting Services under separate cover. We are offering this estimate for your information and planning. We are also providing you an ability to make payment now if your effective date is fast approaching as payment is required within 10 days of your effective date.

**Producer or Broker** will be billed for premium, taxes, assessments, and surcharges.

Mid-Term premium endorsements will be: **Bill Now - Outside Payment Plan**

# Commercial Auto

8.A.f

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **City of College Park**

Premium	
Estimated Premium	\$423,010
Taxes, Assessments & Surcharges	\$0
Michigan Catastrophic Claims Association (MCCA)	\$0
<b>Total Estimated Premium with Taxes, Assessments &amp; Surcharges</b>	<b>\$423,010</b>

May be subject to audit.

Coverages	Symbols	Limits	Deductibles	Premium
Liability	01	\$1,000,000	\$10,000	\$289,713
Personal Injury Protection	N/A	N/A	N/A	N/A
Added Personal Injury Protection	N/A	N/A	N/A	N/A
Auto Medical Payments	N/A	N/A	N/A	N/A
Uninsured Motorist	02	\$1,000,000	N/A	\$33,915
Underinsured Motorist	N/A	N/A	N/A	N/A
Physical Damage				
Comprehensive	07, 08	Actual Cash Value or Cost of Repair	\$1,000	\$30,703
Collision	07, 08	Actual Cash Value or Cost of Repair	\$1,000	\$67,163
Towing and Labor	N/A	N/A	N/A	N/A
Hired Liability	N/A	\$1,000,000	\$10,000	\$908
Hired Physical Damage				
Comprehensive	N/A	N/A	\$1,000	\$206
Collision	N/A	N/A	\$1,000	\$402
Endorsements	N/A	Various	Various	\$0

# Commercial Auto

Form Name	Form Number	Fill-Ins
2016 Commercial Auto Miscellaneous Form Revisions Advisory Notice To Policyholders	CNA 90 15 11 16	
Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 89 10 13	
Annual Meeting Notice	LIL 90 04 06 13	
Assault, Battery, Abuse or Molestation Exclusion	AC 20 01 11 16	
Business Auto Coverage Form	CA 00 01 10 13	
Business Auto Declarations	AC 00 03 02 13	
Business Auto Declarations Extension Schedule - Hired or Borrowed Autos and Nonowned Autos	ACS 00 03 11 11	
Changes In Your Policy	AC 00 30 10 13	
Changes in Item Two of the Declarations - Physical Damage Coverages	ACS 00 25 04 13	
Common Policy Conditions	IL 00 17 11 98	
Deductible Endorsement	CA 03 02 10 13	
Emergency Services- Volunteer Firefighters' and Workers' Injuries Excluded	CA 20 30 10 13	
Emergency Services- Volunteer Firefighters' and Workers' Injuries Limited	CA 20 07 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 01 06	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.



# Commercial Auto

Form Name	Form Number	Fill-Ins
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 01 06	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 10 13	
Forms Inventory	ACS 00 26 04 13	
Georgia Changes	CA 01 09 10 13	
Georgia Changes-Cancellation And Nonrenewal	IL 02 62 02 15	
Georgia Notice To Policyholders	SNA 10 01 05 11	
Georgia Uninsured Motorists Coverage-Added On to At-Fault Liability Limits	CA 31 37 10 13	
Golf Carts And Low Speed Vehicles	CA 04 45 10 13	<b>Liability Covered Auto No.:</b> 20,21 <b>Liability Limit of Insurance:</b> 1,000,000 <b>UM Limit of Insurance:</b> 1,000,000 <b>Vehicle No. 1:</b> 20 <b>Description Of Vehicles That Are Covered Autos 1:</b> 2007 Harley-Davidson VIN#1750 <b>Vehicle No. 2:</b> 21 <b>Description Of Vehicles That Are Covered Autos 2:</b> 2000 Harley-Davidson VIN#9583
Government Entities Amendatory Enhancement Endorsement	AC 84 69 02 17	
Governmental Bodies Amendatory Endorsement	CA 99 15 12 93	
Insured Mailer Page	CNI 90 04 01 12	
Item 3 - Schedule of Covered Autos You Own	ACS 00 24 04 13	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Commercial Auto

Form Name	Form Number	Fill-Ins
Liberty Mutual Group California Privacy Notice	SNI 04 01 01 20	
Named Driver Exclusion Or Limited Coverage	AC 84 01 12 11	<b>Name of Excluded Driver 1:</b> Charles Stokes <b>Effective Date:</b> 09/28/2020
Named Insured Endorsement	AC 84 13 01 11	<b>Named Insured:</b> City of College Park
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	
Producer Mailer Page	CNI 90 05 01 12	
Professional Services Not Covered	CA 20 18 10 13	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion	CA 23 45 11 16	
State Application of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	AC 84 26 08 15	
Stated Amount Insurance	CA 99 28 10 13	
Stated Amount Schedule	ACS 99 12 07 13	
Temporary Substitute Auto - Physical Damage Insurance	AC 84 73 01 16	
Uninsured/Underinsured Motorists Insurance (UM/UIM) Schedule	ACS 21 02 04 13	
Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 93 10 13	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **City of College Park**

Premium	
Estimated Coverage Premium	\$142,283
Estimated Endorsement Premium	\$9,189
Total Estimated Premium	\$151,472
Terrorism Risk Insurance Act (TRIA) Premium	\$1,456
Taxes, Assessments & Surcharges	\$0
<b>Total Estimated Premium with TRIA, Taxes, Assessments &amp; Surcharges*</b>	<b>\$152,928</b>

\*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes, and/or written premium.  
 May be subject to audit.

Coverages	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 (or any premises)	\$1,000,000
Medical Expense Limit (any one person)	\$5,000
Employee Benefits Liability*	\$1,000,000
Employee Benefits Aggregate*	\$3,000,000

\* Employee Benefits Liability Retroactive Date: 5/1/2009

## Damages & Supplementary Payments - Damages within Deductible Erode Policy Limits

Deductibles	
Deductible Program	Damages & Supplementary Payments - Damages within Deductible Erode Policy Limits
Bodily Injury and Property Damage	\$10,000

# General Liability

## Common Policy Form

Form Name	Form Number	Fill-Ins
Common Policy Conditions	IL 00 17 11 98	
Georgia Changes-Cancellation And Nonrenewal	IL 02 62 02 15	
Inventory Coverage Forms/Parts, Endorsements, Enclosures	IC 00 42 07 09	

## Coverage

Form Name	Form Number	Fill-Ins
Advertisement Redefined	LC 29 08 10 11	
Commercial General Liability Coverage Form	CG 00 01 04 13	
Commercial General Liability Enhancement	LC 32 187 01 17	
Employee Benefits Liability Coverage	CG 04 35 12 07	<b>Aggregate Limit:</b> \$3,000,000 <b>Deductible:</b> 1000 <b>Limit:</b> \$1,000,000 <b>Retroactive Date:</b> 05/01/2009
Governmental Subdivisions	CG 24 09 07 98	
Limited Failure to Supply Utilities Coverage	LC 04 95 05 17	<b>Fill-In:</b> Failure to Supply Each Occurrence Limit \$1,000,000 Failure to Supply Aggregate Limit \$1,000,000 Description of Covered Utility Operations Water Utility Service
Limited Sewer Back-Up Coverage	LC 04 87 02 17	<b>Fill-In:</b> Each Occurrence Limit \$50,000 Aggregate Limit \$50,000
Non-Cumulation Of Liability (Same Occurrence)	LC 25 13 08 08	
Patient Loading or Unloading	LC 29 23 09 17	

Continued on next page...

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

Form Name	Form Number	Fill-Ins
Personal And Advertising Injury - Occurrence Redefined	LC 29 06 08 08	
Personal And Advertising Injury Redefined - Definition Of Publication	LC 29 04 08 08	
Premium Responsibility	LC 99 36 02 13	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
SEXUAL MISCONDUCT LIABILITY COVERAGE	LC 32 351 02 20	<b>Fill-In: \$1,000,000 Each Sexual Misconduct \$1,000,000 Aggregate Sexual Misconduct Sexual Misconduct Liability Deductible: 10,000</b>

## Declaration

Form Name	Form Number	Fill-Ins
Commercial General Liability Declarations	LC 00 04 08 12	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Declarations Extension Schedule - Miscellaneous Charges	LCS 00 03 05 12	

## Deductible

Form Name	Form Number	Fill-Ins
Deductible - Damages And Supplementary Payments	LC 03 02 06 05	<b>I &amp; Advertising Injury and Medical Payments and Supplementary Payments: 10000</b>

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

## Notice to Policyholder

Form Name	Form Number	Fill-Ins
Liberty Mutual Group California Privacy Notice	SNI 04 01 01 20	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	

## Other Exclusion

Form Name	Form Number	Fill-Ins
Access Or Disclosure Of Confidential Or Personal Information With Limited Bodily Injury Exception	CG 21 06 05 14	
Asbestos Exclusion	LC 21 01 06 05	
Communicable Disease Exclusion	CG 21 32 05 09	
Discrimination Exclusion	LC 21 04 06 05	
Electromagnetic Fields And Electromagnetic Radiation Exclusion	LC 21 42 06 07	
Employment - Related Practices Exclusion	CG 21 47 12 07	
Exclusion - Funeral Services	CG 21 56 04 13	
Exclusion - Services Furnished By Health Care Providers	CG 22 44 04 13	<b>Description:</b> "Any and all health services rendered by a health care provider or first responder."
Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)	LC 21 91 09 12	
Health Care Professional Services Exclusion	LC 21 145 01 20	
Lead Exclusion	LC 21 06 06 07	
MTBE Exclusion	LC 21 65 08 07	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

Form Name	Form Number	Fill-Ins
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	
Polychlorinated Biphenyls (PCBs) Exclusion	LC 21 38 06 07	
Radioactive Matter Exclusion	LC 21 39 06 07	
Radon Exclusion	LC 21 67 08 07	
Silica Exclusion	LC 21 02 06 05	
Specific Diseases Exclusion	LC 21 70 08 07	
Total Pollution Exclusion	CG 21 49 09 99	

## Policy Cover

Form Name	Form Number	Fill-Ins
Annual Meeting Notice	LIL 90 04 06 13	

## TRIA Exclusions

Form Name	Form Number	Fill-Ins
Alaska Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 93 01 15	
Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 86 01 15	
Cap On Losses From Certified Acts Of Terrorism	CG 21 70 01 15	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 21 76 01 15	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Property

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
Rating Plan: **Not Applicable**  
Named Insured: **City of College Park**

Premium	
Policy Premium	
Excluding premium for "certified act(s) of terrorism" (TRIA)*	\$146,908
"Certified act(s) of terrorism" (TRIA)*	\$2,971
State or Municipal Taxes, Surcharges & Other	\$0
<b>Total Policy Premium</b>	<b>\$149,879</b>

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.

\*Terrorism Risk Insurance Act

Total Insurable Values	
Real Property	\$92,899,649
Personal Property	\$9,482,734
Loss of Business Income/Rents	\$4,820,236
<b>Total Insurable Values</b>	<b>\$107,202,619</b>

A properly executed Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.



# Property

## Limits of Liability

Coverages	Limits of Liability*
Locations 1.1-40.1	
Real Property	\$92,899,649
Personal Property	\$9,482,734
Loss of Business Income	\$4,820,236
Extra Expense	\$250,000

\*Limits of Liability are in any one occurrence, unless otherwise stated

# Property

## Standard Extensions

### Standard Extensions of Coverage

Form Name	Form #	Limit of Liability and/or Fill-in(s)*
Accounts Receivable	RM1002	\$100,000
Arson Reward	RM1002	\$25,000
Computer Virus and Denial of Access	RM1002	\$25,000
Debris Removal Expense	RM1002	\$250,000
Except for windblown debris	RM1002	\$25,000
Deferred Payments	RM1002	\$25,000
Duty to Defend	RM1002	Included
Extended Period of Restoration	RM1002	Sixty (60) consecutive days
Fire Department Charges	RM1002	Included
Fine Arts	RM1119	\$700,000
Fungus Cleanup Expense	RM1002	Applicable limit of liability
Except if fungus results from a covered loss due to a peril insured against other than fire or lightning	RM1002	\$250,000
Installation of Personal Property or Personal Property of Others	RM1002	\$250,000
Lock and Key Replacement	RM1002	\$25,000
Personal Property of Employees	RM1002	Included
Plants, Trees or Shrubs	RM1002	\$100,000
Pollution Cleanup Expense from a specified peril	RM1002	Applicable Limit of Liability
Except, from a peril insured against other than a specified peril	RM1002	\$25,000 Annual Aggregate
Except, from land, soil, surface or ground water; or for testing performed in the course of extracting the pollutants from covered locations	RM1002	\$25,000 Annual Aggregate
Professional Fees	RM1002	\$25,000
Removal	RM1002	Ninety (90) days

\*Limits of Liability are per occurrence, unless otherwise stated

# Property

## Optional Extensions

### Optional Extensions of Coverage

Form Name	Form #	Limits of Liability and/or Fill-in(s)*
Course of Construction	RM1002	\$100,000
Demolition Cost, Increased Construction Cost and Operation of Building Laws	RM1002	
Demolition Cost	RM1002	\$500,000
Increased Construction Cost	RM1002	Included in Demolition Cost
Operation of Building Laws	RM1002	Included in Demolition Cost
Exhibitions, Expositions, Fairs or Trade Shows	RM1002	\$100,000
Miscellaneous Locations	RM1002	\$50,000 at each miscellaneous location
New Location(s)	RM1002	\$1,000,000
	RM1002	Sixty (60) consecutive days
Transit	RM1002	\$50,000

\*Limits of Liability are per occurrence, unless otherwise stated

# Property

## Equipment Breakdown

### Equipment Breakdown Extensions of Coverage

Form Name	Form #	Limits of Liability and/or Fill-in(s)*
Equipment Breakdown Extensions of Coverage		
Expediting Expenses Coverage	RM1250	\$250,000
Hazardous Substances Coverage	RM1250	\$250,000
Perishable Goods Coverage	RM1250	\$250,000
Data Restoration	RM1250	\$250,000
Water Damage Coverage	RM1250	Included
CFC Refrigerants	RM1250	Included

\*Limits of Liability are per occurrence, unless otherwise stated

## CAT Coverages

Form Name	Form #	Limits of Liability and/or Fill-in(s)*
<b>Earth Movement Coverage</b>	RM1106	\$5,000,000 (Annual Aggregate)
Any covered property situated in or at any other location(s) not specified below:		\$5,000,000 (Per Occurrence) \$5,000,000 (Annual Aggregate)
At any location situated in or at the area(s) defined in this policy as:		
New Madrid		Excluded
Puget Sound		Excluded
At any location in the State(s) or Countries or at a location(s) specified below:		
Alaska		Excluded
California		Excluded
Hawaii		Excluded
Nevada		Excluded
Puerto Rico		Excluded
Earth Movement Excluded at:		
Form RM1002, Course of Construction		Excluded
Form RM1002, Exhibitions, Expositions, Fairs or Trade Shows	Excluded	
Form RM1002, Miscellaneous Locations	Excluded	
Form RM1110, Interruption of Services Coverage Extension	Excluded	
Form RM1002, New Locations	Excluded	
<b>Flood Coverage</b>	RM1108	\$14,000,000 (Annual Aggregate)
Any covered property at any other location(s) not specified below:		\$5,000,000 (Per Occurrence) \$5,000,000 (Annual Aggregate)
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		\$14,000,000 (Per Occurrence) \$14,000,000 (Annual Aggregate)
Flood Excluded at:		
35.1 2901 Camp Creek Pkwy College Park College Park GA 30337	Excluded	

Continued on next page...

# Property

## CAT Coverages

Form Name	Form #	Limits of Liability and/or Fill-in(s)*
Form RM1002, Course of Construction		Excluded
Form RM1002, Exhibitions, Expositions, Fairs or Trade Shows		Excluded
Form RM1002, Miscellaneous Locations		Excluded
Form RM1110, Interruption of Services Coverage Extension		Excluded
Form RM1002, New Locations		Excluded

\*Limits of Liability are per occurrence, unless otherwise stated

# Property

## Endorsements

Form Name	Form #	Fill-in(s)*
<b>Interruption of Service Coverage Extension</b>	RM1110	\$50,000
Overhead Transmission and Distribution Lines		Excluded
<b>Payroll Expense Limitation or Exclusion</b>	RM1113	Limited
Number of Business Days		365 Business Days
<b>Additional First Tier Wind Counties and Independent Cities (The states of Virginia through and Including Maine)</b>	RM1158	

\*Limits of Liability are per occurrence, unless otherwise stated

**Refer to Draft Policy for additional endorsements not shown**

# Property

## Deductibles & Waiting Period

### Policy

Coverages	Form #	Deductible Amount*
Policy Deductible**	RM1000	\$10,000
Mobile Equipment or Tools	RM1104	\$1,000
Newly Acquired Mobile Equipment or Tools		\$1,000
Leased or Rented Mobile Equipment or Tools		\$1,000
Interruption of Service	RM1110	
Equipment Breakdown		Refer To Draft Policy
All Coverages Except Equipment Breakdown		\$10,000

\*Deductibles are per occurrence unless otherwise stated

\*\*We will not pay unless a covered loss from any one occurrence exceeds the deductible amount shown. We will then pay for the excess, up to any other applicable limit of liability. Unless otherwise specified, if a covered loss involves two or more deductibles, we will use only the largest of the applicable deductibles.

### CAT Coverages

Coverages	Form #	Deductible Amount*
<b>Earth Movement Coverage</b>	RM1106	\$25,000
<b>Flood Coverage</b>	RM1108	\$25,000
Except:		
Any covered property at any location(s) specified below or covered by the following form(s) and/or endorsement(s):		
Location 37.1		\$100,000
<b>Wind Associated with a Named Storm</b>	RM1115	
Additional First Tier Wind Counties and Independent Cities (Tier 1 - VA-ME)		\$25,000
First tier wind Counties and Parishes (Tier 1 - NC-TX) and Harris County, TX		2.00% subject to \$50,000 minimum
Florida and Puerto Rico		5.00% subject to \$100,000 minimum
New York counties of Suffolk and Nassau		\$50,000



# Property

## Deductibles & Waiting Period

\*Deductibles are per occurrence unless otherwise stated

### Standard Extensions

Coverages	Form #	Deductible Amount*
Duty to Defend	RM1002	Included
Fire Department Charges	RM1002	Included
Fungus Cleanup Expense	RM1002	Applicable Deductible
Personal Property of Employees	RM1002	Included
Pollution Cleanup Expense from a specified peril	RM1002	Applicable Deductible

\*Deductibles are per occurrence unless otherwise stated

### Waiting Period

Coverages	Form #	Waiting Period(s)
Interruption of Service	RM1110	
All Coverages Except Equipment Breakdown		24 hours
Equipment Breakdown		24 hours
<b>Other Waiting Periods</b>		Refer to Draft Policy

# Terrorism Coverage Election Form

Named Insured: City of College Park  
 Policy Number: YU2-Z51-292230-041  
 Effective: 06/01/2021

## 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.

Please return the completed Terrorism Coverage Election Form to the Liberty Mutual Account Analyst listed in the insurance proposal.

### 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 \$2,971.

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

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Policyholder/Applicant Signature

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Date

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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.

# Crime

## Premium Details

Underwriting Company: **Employers Insurance Company of Wausau**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **City of College Park**

Premium	
Estimated Premium	\$4,266
Taxes, Assessments & Surcharges	\$0
<b>Total Estimated Premium</b>	<b>\$4,266</b>

Coverages	Limits of Insurance	Deductibles
Inside the Premises - Theft of Money and Securities	\$500,000	\$5,000
Outside the Premises	\$500,000	\$5,000
Employee Theft - Per Loss	\$500,000	\$5,000
Forgery Or Alteration	\$500,000	\$5,000

Any other requested coverages not included will require further discussion prior to providing.

# Crime

## Forms & Endorsements

Form Name	Form Number
Annual Meeting Notice	LIL 90 04 06 13
CommonPolicyDeclarations	IC0002 03 05
Crime Declarations	EY DS 01 03 13
Exclusion of Terrorism	EY 07 01 04 19
Georgia Changes	CR 02 31 02 15
Government Crime Policy (Loss Sustained Form)	CR 00 27 08 13
Insured Mailer Page	CNI 90 04 01 12
Notice To Policyholders-Restriction Of Coverage	CNC 90 02 04 19
Policy Inventory	IC 00 01 10 91
Producer Mailer Page	CNI 90 05 01 12

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# The Liberty Mutual Advantage

## Experience the Liberty Mutual Difference.

Industries evolve. Market conditions shift. Risks change. That's why you need the stable partnership of a global leader with strength in every corner. When you work with Liberty Mutual you can expect industry-leading coverages delivered by a team that is empowered to provide a superior experience. With experts in underwriting, risk control, claims, and more, we harness innovation to address your concerns at each touch point. Look to Liberty if you value long-term partnership and want a carrier with the expertise and stability to adapt as your business changes.

## The Liberty Mutual Advantage

### **Financial Strength**

Working with a Fortune 100 company, you get the advantage of more: more industry-leading resources and deeper expertise in more areas, including outstanding access to quality care and powerful return-to-work strategies and risk control strategies.

### **Industry Expertise**

With 100+ years in business, we have deeply earned experience in your industry. At every touch point – from how we underwrite to how we manage claims – we have the experience you need. It's our business to know your business. Our experts understand the challenges you face and are ready to help mitigate risk at every level.

### **A Superior Customer Service Experience**

Work with engaged, responsive professionals, from onboarding to claims management. We collaborate constantly to ensure your program is designed and operating for optimal results. We back this with technologies that maximize agility and efficiency – plus the steadfastness of an established partner. Count on us to stay focused on you.

### **Industry-leading Claims Handling**

Our specialized approach leads to better outcomes and a better overall experience. Superior claims experience enabled by unparalleled focus on exceptional people, innovation and harnessing data to put your business ahead.

### **Advanced Risk Control and Engineering\***

We can help lower your total cost of risk by providing access to resources that can help you identify exposures and practical ways to mitigate them. You benefit from relevant insights and practical programs that address your areas of greatest loss, such as workplace injuries, product recalls, and property damage.

\*Our risk control services are advisory only. We assume no responsibility for management or control of customer safety activities nor implementation of recommended corrective measures.

# Services

Providing you with a great experience is important to us. Here are some of the services that you'll receive when you join us:

Services are based on the Lines of Business sold.

## Account Management Services

- Designated Account Management Team
- Seamless onboarding to Liberty Mutual
  - Policy number assignment and signature documents
  - Claim intake procedures
  - Policy issuance
  - Quick action on state reporting and posting notices
  - Set up and training for Liberty Mutual's online portal and Risk Management Information System
- Facilitation/Navigation of a smooth claims experience by quickly addressing questions and resolving issues

## Claims Services

- 24 Hour Emergency Claims Service Center
- 24 Hour Claim Reporting – Internet & Telephonic
- Claimant and Customer contact on Liability Bodily Injury claims in 1 day
- Injured Worker, Employer, and Medical Provider contact on WC Indemnity claims in 1 day
- Claims Acknowledgements
- Comprehensive Liability and/or Compensability Investigations
- Customer Specific Location Coding for WC
- Designated National Claims Service Teams
- Fraud Investigations and Handling
- Index Bureau Reporting
- On-line Medical Provider Referral Service
- Second Injury Fund Recovery for WC
- Notification of reserve changes equal to or exceeding \$20,000
- Notification of settlements equal to or exceeding \$20,000

## Litigation Management Services

Liberty Mutual reserves the right to retain and direct legal counsel:

Liberty Mutual Staff Counsel or Managed Panel Counsel will be used unless otherwise directed by Liberty Mutual or agreed upon.

# Services

## Risk Control Services

On-demand Risk Control resources including:

- Risk Control Consulting Center
- Access to comprehensive safety and health resources through Liberty Mutual SafetyNet (an online destination for safety tools, training, and resources)

## Technology Services

- Access to Liberty Mutual's online portal to include:
  - Account and billing information
  - Risk control services and medical providers
  - Reporting and tracking claim activity through Risktrac
- Access to Risktrac, Liberty Mutual's Risk Management Information System
  - View adjuster claim notes and monitor activity
  - Create watch lists to keep track of important claims
  - Set alerts to be notified of reserve and payment activity

Please speak with your Underwriter if additional services are needed.

# Terms & Conditions

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. 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.

We are willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. We 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 Liberty Mutual Insurance employee who is authorized to bind these coverages. 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.

To learn more about Liberty Mutual's privacy policy, go to [libertymutual.com/privacy](https://libertymutual.com/privacy)

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. In the event 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 prohibited list, or otherwise are identified in connection with an 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.



# Terms & Conditions

## Property: Offer of Coverage for Certified Acts of Terrorism

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 return the completed Terrorism Coverage Election Form to the Liberty Mutual Account Analyst listed in the insurance proposal.

RM1144R1 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

## Quote Stipulations

We reserve the right, but are 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 are evaluated. It is not to be inferred from our visits that all hazards are under control nor that the properties and operations are safe or healthful or are in compliance with laws, rules, or regulations.

We have provided a draft property policy to help you make an informed decision regarding your insurance needs, but it is for informational purposes only and is not a final policy of insurance. Your coverage will be determined only by the terms and conditions of a final policy and not by the linked draft policy.

A properly executed SOV and, if applicable, Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

All policy coverages, terms, and conditions are subject to applicable State Amendatory Endorsements.

If the Named Insured's signature is required for any of the policies or coverages included in this proposal, they must be signed by the proposed Named Insured and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later. Failure to execute and return any required signature documents within the specified time frame may result in withdrawal of the proposed payment plan, or cancellation or rescission where allowed by law, and/or coverage changes and corresponding premium increase(s) required by law as a result of not having signed forms.

# Terms & Conditions

## Services

These services are provided during the effective period, unless otherwise specified. Services will convert to our standard claims and other services, except as otherwise agreed in writing or stated below, if:

- 1) all of the policies described, including any renewals and rewrites of those policies, are cancelled or non-renewed by you or by us,
- 2) losses are projected to exceed a rating plan maximum, or
- 3) you become insolvent or file for bankruptcy.

We may modify our standard services at any time without notice.

## Claim Service Definitions

Notification: the formal act of alerting the customer/broker when a specific claim action is taking place. Specific actions can include but are not limited to Nurse Case Manager, Field Investigation, Surveillance, Third Party, Reserves and Settlement. No response from customer is required in order for Claims to proceed with their action plan.

## Risk Control Services

Our risk control service is advisory only and does not include:

- Providing for the health and safety of your employees or the public
- Managing or controlling your safety activities or implementing recommended corrective measures
- Identifying all hazards
- Warranting that requirements of any federal, state, or local law, regulation, or ordinance have or have not been met.

## Regulatory Service Requirements

After the effective date of this policy, we may be required to provide certain services (e.g., managed care) or to re-classify/re-code certain services - under the policy in accordance with filed rating and statistical plans. If this happens, we will align the charges with the filed rating and statistical plans (e.g., medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

# Terms & Conditions

## Risk Management Information Systems (RMIS)

You will have access to certain claims information ("DATA") from the electronic data processing files of the member companies of the Liberty Mutual Insurance. This DATA pertains to claims made against some of the insurance policies or claims service agreements issued to you by our member companies through the risk management information systems (collectively "RMIS").

Access to DATA or media is based on your ongoing acceptance of the terms and conditions listed on the portal used to access RMIS, as well as the following:

- We do not warrant that operation of the RMIS or the DATA provided will be error-free. We make no warranties, express or implied, and further, we DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- You understand and agree that the limit of our liability for any cause of action arising from, or related in any way to RMIS and/or DATA, is for direct damages only. We are not liable to you for any indirect, consequential, punitive, or special damages of any kind or nature.

To the extent that we provide DATA to you through RMIS and/or through any other means or media otherwise, the following terms shall apply:

a. We and you (the "Parties") shall comply with all laws and regulations governing the confidentiality, security, transmission, retransmission, copying, disclosure, and use of information pertaining to individuals, including but not limited to any medical information or non-public information as individually identifiable medical information and non-public, protected personal information of persons as defined in applicable law or regulation.

b. Access to RMIS is restricted to employees for whom the applicable subscription fees have been paid. You shall restrict access to RMIS and DATA to those employees who may lawfully access and use such information unless they agree otherwise in writing.

c. You shall instruct all employees accessing RMIS and DATA with regard to the obligations imposed under paragraphs a. and b. and ensure that your employees fully comply.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, subsidiaries, affiliates, and employees from and against any third-party claims\* that the party seeking indemnification may suffer or incur that arises out of:

- Any allegation that the other party's possession of or access to DATA violates any statute or regulation
- Any allegation that the other party's treatment or use of any DATA including, by way of example and not limitation, the transmission, retransmission, communication, or other publication of such DATA, was negligent, grossly negligent or intentionally improper
- The other party's breach of any representation or other obligation arising under this agreement with regard to DATA or RMIS

# Terms & Conditions

\*Claims collectively refers to losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, made by the directors, officers, and employees of the party responsible for indemnification.

The party seeking indemnification will:

- Promptly let the other party know in writing of any claim for which it is seeking indemnification
- Forward to the other party all documents in its possession related to the matter

Failure to provide prompt notice of a claim for indemnification will not prevent the party's claim for indemnification unless the other party is negatively impacted.

With regard to DATA and RMIS provided according to this section, your obligations and ours will survive indefinitely regardless of the termination of our partnership, any insurance policy, this or any other agreement between the parties.

## Broker/Third-Party Access

If you want to extend access to RMIS and/or DATA to your broker/consultant or any third party, they must enter into a separate agreement with us that includes the terms and conditions of such access

# Terrorism Insurance Premium Disclosure

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

The premium charge for coverage for "Certified Acts of Terrorism" will appear in this Proposal as a separate line item charge. If you choose to accept this proposal, you will have the opportunity to reject this coverage and premium charge. This offer applies to all lines except Workers Compensation, Crime, Professional Liability and Commercial Automobile.

## 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 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 calendar 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 the Program Trigger is \$200,000,000.**

## Mandatory Availability of Coverage For "Certified Acts of Terrorism"

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.

Liberty Mutual Group  
Umbrella Liability Proposal



<b>Account Name</b>	City of College Park	<b>Broker</b>	APEX INSURANCE AGENCY LLC
<b>Address</b>	3667 MAIN STREET	<b>Address</b>	1720 WINDWARD CONCOURSE
<b>Address</b>		<b>Address</b>	STE 230
<b>City</b>	COLLEGE PARK	<b>City</b>	ALPHARETTA
<b>State</b>	GA	<b>State</b>	GA
<b>Zip</b>	30337	<b>Zip</b>	30005-2291

Writing Company: Liberty Insurance Corporation (7)  
 Proposal Effective: 6/1/2021 to 6/1/2022

<u>Coverages:</u>	<u>Limits:</u>
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	\$165,668
State Surcharges	\$0
FIGA Surcharge	\$0
Kentucky Municipal Tax	\$0
Terrorism Risk Insurance Act	\$2,485
UM/UIM Charge	\$0
Crisis Response Charge	\$0
<b>Total Estimated Premium</b>	<b>\$168,153</b>

**Payment Terms** Premium is due 20 days from invoice date

<u>Underlying Schedule</u>	<u>Limits</u>	<u>Carrier</u>	<u>Premium</u>	
Auto Liability	CSL 1,000,000	Liberty Mutual Fire Insurance Company	\$288,306	
General Liability	Each Occurrence 1,000,000	Liberty Mutual Fire Insurance Company	\$151,472	
	General Aggregate 2,000,000			
	Products/Completed Ops Aggregate 2,000,000			
	Pers & Adv Injury Limit 1,000,000			
Employee Benefits Liability	Each Employee 1,000,000	Liberty Mutual Fire Insurance Company	\$876	
	Aggregate 3,000,000			
Estimated Exposures	Revenue		555,551	
	Power Units		178	
		PPT		81
		LT		41
		MT		16
		HT		39
		EHT		1
		Tractor		0
	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 21 123 01 18 Electromagnetic Fields And Electromagnetic Radiation Exclusion  
 LCU 21 127 01 18 MTBE Exclusion  
 LCU 21 134 01 18 Radon Exclusion  
 LCU 21 80 01 18 Radioactive Matter Exclusion  
 LCU 21 97 01 18 Injury To Volunteer Firefighters Exclusion  
 LCU 24 21 01 18 Governmental Subdivision  
 LCU 60 07 01 18 Auto Exclusion of Terrorism Coverage  
 LCU 26 15 05 18 Persistent Organic Pollutants Exclusion  
 LCU 21 02 01 18 Failure To Supply Exclusion  
 LCU 21 122 01 18 Lead Exclusion  
 LCU 21 17 01 18 Liquor Liability Exclusion  
 LCU 21 36 01 18 Foreign Liability Exclusion  
 LCU 24 26 01 18 Fungi or Bacteria Limitation  
 LCU 26 01 01 18 Total Pollution Exclusion  
 LCU 22 04 01 18 Public Entity Immunity And Tort Cap Preservation  
 LCU 21 62 01 18 Services Furnished By Health Care Providers Exclusion  
 Description of Operation(s):  
 LCU 21 01 01 18 Communicable Disease Exclusion

**Important Considerations:**

Please read this proposal carefully, as the terms and conditions may differ from those in the submission.

Quote expires on: 6/1/2021.

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**



March 26, 2021  
 City of College Park



Umbrella Policy  
 Effective: June 1, 2021

**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 \$2,485 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 \$2,485

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.



## Police Professional Liability

**Date:** 04/07/2021

**Proposed Insured:** City of College Park Police Department  
3717 College Street  
College Park, GA 30337

**Application #:** APP14923103

Thank you very much for your submission. Based upon the information received and subject to the limitations outlined below, we are pleased to offer the following:

### INDICATION

This Indication is not an offer to bind coverage. If we are provided with acceptable underwriting information and determine that a quote can be offered, it may differ from the indication.

**Coverage:** See coverage form PGU PPL OCC 2001 (04/2017) for terms, conditions and limitations

**Form:** Occurrence

**Insurer Information:** Greenwich Insurance Company  
A member of the AXA XL Group of Companies  
Best Rating: A XV  
Admitted Insurer

**Filings / Taxes:** Not Applicable

**Quotation / Indication valid until:** 6/1/2021

If we are offering coverage on a surplus lines basis, the agent is responsible for handling of filings unless we note otherwise on this quotation. If we have provided terms using bid specifications or an application other than ours, the quote is subject to change pending review of a completed and signed PGU application.

# Police Professional Liability

**Proposed Insured:** City of College Park Police Department

Terms	Limits	Retentions each claim including LAE	Premium
Maximum Limit of Liability, Each Occurrence	\$1,000,000	\$50,000	\$129,121.00
Maximum Aggregate Limit of Liability	\$1,000,000		
 <b>Features/Enhancements</b>			
Punitive Damages		See Retentions Above	Included
Line of Duty Death Coverage	(SubLimit) \$50,000/\$100,000	\$0	Included
 <b>Optional Increased Limits</b>			
	2,000,000 CSL		\$44,919.00
	3,000,000 CSL		\$22,459.00
	4,000,000 CSL		\$11,230.00
	5,000,000 CSL		\$5,614.00
 <b>Premium, Fees and Taxes</b>			
	<b>Total Premium:</b>		\$213,343.00
	<b>Policy Fee:</b>		\$500.00
 <b>Comments:</b>			

Proposed Insured: City of College Park Police Department

**SUBJECTIVITIES - WE MUST BE PROVIDED WITH THESE ITEMS BEFORE COVERAGE CAN BE BOUND:**

Receipt of fully completed, signed and dated PGU new business application, a copy of which can be found at <http://www.pgui.com>. Application is due to our office within 10 business days of binding. Quote is subject to change pending our review of responses to all questions on our application.

Line of Duty Death endorsement included, please confirm no line of duty deaths in the last 5 years.

**Reminders:**

A written request is required to bind coverage.

We will not cancel flat after inception date.

Backdating of coverage is not allowed.

Engineering Fee is non-refundable.

See attached Coverage Features attachment for additional information.

Limits, retentions, terms and conditions quoted do not necessarily match those requested.

This proposal contains a brief outline of coverages to be included in any policy that may be issued in the future.

This is only a summary and the Terms and Conditions of any policy will take precedence over any proposal.

**Applicable Forms:** (Other forms may apply. Consult Underwriter for details.)

- PGU PPL OCC 2000 08 19      Police Professional Liability Declarations Page - Occurrence
- IL MP 9104 0314 GIC 03 14      In Witness
- PGU 2002 04 17              Schedule of Policy Forms and Endorsements
- PGU PPL OCC 2001 04 17      Police Professional Liability Occurrence Policy
- PGU PPL OCC 1161 GA 04 17    Georgia State Amendatory
- PGU PPL 1086 04 17          Line of Duty Death Coverage - Family Expenses and Crisis Management Expenses
- PN CW 01 09 15              Notice to Policyholders - Fraud Notice
- PN CW 02 10 15              Notice to Policyholders - Privacy Policy
- PN CW 05 09 14              Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")



## Public Officials Management & Employment Practices Liability

**Date:** 04/07/2021

**Proposed Insured:** City of College Park  
3667 Main Street  
College Park, GA 30337

**Application #:** APP14924103

Thank you very much for your submission. Based upon the information received and subject to the limitations outlined below, we are pleased to offer the following:

### INDICATION

This Indication is not an offer to bind coverage. If we are provided with acceptable underwriting information and determine that a quote can be offered, it may differ from the indication.

**Coverage:** See coverage form PGU POL 2001 (04/2017) for terms, conditions and limitations

**Form:** Claims Made

**Retro Date:** Follows Expiring Policy

**Insurer Information:** Greenwich Insurance Company  
A member of the AXA XL Group of Companies  
Best Rating: A XV  
Admitted Insurer

**Filings / Taxes:** Not Applicable

**Quotation / Indication valid until:** 6/1/2021

If we are offering coverage on a surplus lines basis, the agent is responsible for handling of filings unless we note otherwise on this quotation. If we have provided terms using bid specifications or an application other than ours, the quote is subject to change pending review of a completed and signed PGU application.

# Public Officials Management & Employment Practices Liability

Proposed Insured: City of College Park

Terms	Limits	Retentions each claim including LAE	Premium
Public Officials Management	\$1,000,000	\$25,000	\$71,240.00
Employment Practices Liability	\$1,000,000	\$50,000	Included
Policy Aggregate	\$1,000,000		
Non-Monetary Coverage - Defense Only	\$100,000	\$25,000	Included
Non-Monetary Coverage - Defense Only Aggregate	\$300,000		
Crisis Management	\$25,000	\$5,000	Included
<b>Features/Enhancements</b>			
Punitive Damages		See Retentions Above	Included
Personal Injury		See Retentions Above	Included
Third Party Wrongful Acts		See Retentions Above	Included
Back Pay / Front Pay		See Retentions Above	Included
Loss of Earnings		See Retentions Above	Included
<b>Optional Increased Limits</b>			<b>Additional Premium</b>
	2,000,000 CSL		\$20,090.00
	3,000,000 CSL		\$10,045.00
	4,000,000 CSL		\$5,022.00
	5,000,000 CSL		\$2,511.00
<b>Premium, Fees and Taxes</b>			
	<b>Total Premium:</b>		\$108,908.00
	<b>Policy Fee:</b>		\$500.00
<b>Comments:</b>			
By purchasing this coverage, you will have the opportunity to register for our PGU Employer Resource Center that provides unlimited, specific, documented, and confidential advice from employment law attorneys. It also provides on-line training courses, including sexual harassment prevention, available for both supervisors and employees. As well as, on-line tools; a state-specific employee handbook builder, forms, posters, news, and more.			



Proposed Insured: City of College Park

**SUBJECTIVITIES - WE MUST BE PROVIDED WITH THESE ITEMS BEFORE COVERAGE CAN BE BOUND:**

Receipt of fully completed, signed and dated PGU new business application, a copy of which can be found at <http://www.pgui.com>. Application is due to our office within 10 business days of binding. Quote is subject to change pending our review of responses to all questions on our application.

Receipt of verification of retroactive date on current policy.

Name, e-mail address, and phone number of Insured contact for PGU Employer Resource Center.

Deadly Weapon Protection Insurance is available through Professional Governmental Underwriters, Inc. Please contact your underwriter if you are interested in additional information about this new product.

**Reminders:**

A written request is required to bind coverage.

We will not cancel flat after inception date.

Backdating of coverage is not allowed.

Engineering Fee is non-refundable.

See attached Coverage Features attachment for additional information.

Limits, retentions, terms and conditions quoted do not necessarily match those requested.

This proposal contains a brief outline of coverages to be included in any policy that may be issued in the future.

This is only a summary and the Terms and Conditions of any policy will take precedence over any proposal.

**Applicable Forms:** (Other forms may apply. Consult Underwriter for details.)

- PGU POL 2000 08 19      Public Officials and Employment Practices Liability Declarations
- IL MP 9104 0314 GIC 03 14      In Witness
- PGU 2002 04 17      Schedule of Policy Forms and Endorsements
- PGU POL 2001 04 17      Public Officials and Employment Practices Liability Insurance Policy
- PGU POL 1151 GA 04 17      Georgia State Amendatory
- PGU POL 1033 04 17      Additional Insureds - Boards, Commissions or Units
- PGU POL 1039 04 17      Failure to Supply or Provide Utilities Exclusion
- PN CW 01 09 15      Notice to Policyholders - Fraud Notice
- PN CW 02 10 15      Notice to Policyholders - Privacy Policy
- PN CW 05 09 14      Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")



## Cyber Insurance Made Easy™

Get peace of mind with a Cowbell's admitted cyber insurance policy so you can focus on your business.

- Cowbell identifies your organization's risk exposure
- You can compare your business risk profile with industry peers
- Your team can use Cowbell Insights to implement controls and reduce risks
- Your business gets back up and running with Cowbell's claim services



Coverage Clarity



Personalized Policies



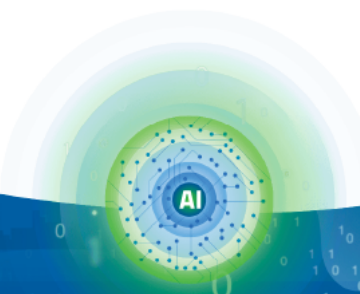
Cowbell Factors™

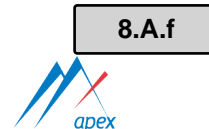


Cowbell Insights™



Information Security Training  
& Expert Claims Panel





## Cowbell Cyber Insurance Quote - Prime 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

QUOTE NUMBER	QCB-250-1H7LXIRN
NAMED INSURED	City of College Park
REVENUE	\$51,000,000.00
# OF EMPLOYEES	460
YEAR ESTABLISHED	1895
MAILING ADDRESS	3667 Main St, College Park, GA, 30337-2699
EMAIL ADDRESS	
AGENCY NAME	Apex Insurance Services

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POLICY PERIOD	From: 03/19/2021 (Effective Date)	
	To: 03/19/2022 (Expiration Date)	
	12:01 AM Insured Local Time	
POLICY TERM	365 days	
POLICY PREMIUM	Estimated Premium (with TRIA)	\$27,869.25
	MGA Fees	\$350.00
	<b>TOTAL AMOUNT</b>	<b>\$28,219.25</b>
AGGREGATE LIMIT	\$2,000,000	
INSURED STATE	GA	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.



## COVERAGES

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$2,000,000	\$50,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Data Restoration	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Business Impersonation Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$1,000,000	-	12 Hours	03/19/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> System Failure	\$2,000,000	\$50,000	12 Hours	-
<input type="checkbox"/> Contingent System Failure	-	-	-	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$50,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$1,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-
COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$50,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$2,000,000	\$50,000	-	Full Prior Acts



This quote proposal expires within seven (7) days after the effective date of the policy, if the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

1. Cowbell Application signed and dated within 30 days prior to binding.
2. If the applicant had prior cyber coverage, please provide 5 years of loss runs.
3. Highly recommend that MFA is implemented within 60 days post binding for admin accounts and then eventually for all users.

Please send the above information to [underwriting@cowbellcyber.ai](mailto:underwriting@cowbellcyber.ai) prior to binding.

Note that this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



## Cowbell Factors™ - Prime 250

We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

### AGGREGATE COWBELL FACTORS



Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.



Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

### INDIVIDUAL COWBELL FACTORS



Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.



This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.



Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.



Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.



Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.



Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA.



Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).



## Cowbell Cyber Coverages - Prime 250








(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- Liability Costs** Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre- judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.
- PCI Costs** Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.
- Regulatory Costs** Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.
- Cowbell Breach Fund** Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.
- Data Restoration** Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.
- Extortion Costs** Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).
- Business Impersonation Costs** Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.
- Reputational Harm Expense** Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation.
- Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- Contingent Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- System Failure** Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.
- Contingent System Failure** Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.



## Cowbell Cyber Coverages - Prime 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- 
**Cyber Crime Loss** Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.
- 
**Bricking Costs** Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.
- 
**Criminal Reward Costs** Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.
- 
**California Consumer Privacy Act** Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.
- 
**General Data Protection Regulation** Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.
- 
**Utility Fraud Attack** Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.
- 
**Media Liability** Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.





**REGARDING:**                   **City of College Park**  
3367 Main Street  
College Park, Georgia 30337

**DATE:**                            March 04, 2021

## QUOTATION

**QUOTE NUMBER/  
RENEWAL OF:**                9059151  
                                          IRONTX00905915

**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 02116

**INSURING AGREEMENTS:**   1.a.     Third Party Bodily Injury and Property Damage  
                                          1.b.     Cleanup of Pollutants Due to Underground Storage Tank Releases

**POLICY PERIOD:**             June 01, 2021 – June 01, 2022

**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:**             \$2,985.00

LIU Specialty Insurance Agency Inc. provides brokers with access to Liberty Surplus Insurance Corporation's property, casualty, and specialty insurance products and services.

**City of College Park**

March 04, 2021

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**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

<b>Coverage for losses resulting from:</b>	<b>Premium Charge</b>
“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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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-N004-04205
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. Completed Ironshore Application
2. Completed Surplus Lines Form
3. Signed TRIA Form

LIU Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at LIU 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 April 03, 2021

Thank you for giving us the opportunity to work with you on this account.

Best regards,

City of College Park

March 04, 2021

Page 3 of 8



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Signature of authorized representative of Insurer

Monica Almond-Cruz

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Name

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Title

**Ironshore, Environmental**  
28 Liberty Street, 5th Floor  
New York, NY 10005  
Email: [IronEnviroTanks@ironshore.com](mailto:IronEnviroTanks@ironshore.com)

**City of College Park**

March 04, 2021

Page 4 of 8

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

City of College Park

March 04, 2021

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Surplus Lines Tax Documentation

Named 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 Lines 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

City of College Park

March 04, 2021

Page 6 of 8

**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. Beginning calendar year 2020, the Federal Share is 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 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.

City of College Park

March 04, 2021

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**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 \_\_\_% 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.

City of College Park

March 04, 2021

Page 8 of 8



### **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.



# 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

### ENDORSEMENT NO. 1

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SERVICE OF SUIT CLAUSE – GEORGIA

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

### ENDORSEMENT NO. 2

---

**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CLAIM AND NOTICE REPORTING

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](mailto: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

### ENDORSEMENT NO. 3

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SANCTION LIMITATION AND EXCLUSION CLAUSE

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, conditions and exclusions of this policy 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

### ENDORSEMENT NO. 4

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

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.

# 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

### ENDORSEMENT NO. 5

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF TERRORISM

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. **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

## Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



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.

# Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

### ENDORSEMENT NO. 6

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DISCLOSURE – TERRORISM RISK INSURANCE ACT

**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".

Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### 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.

# 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

### ENDORSEMENT NO. 7

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

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.



# 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

### ENDORSEMENT NO. 8

**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS AMENDATORY ENDORSEMENT

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	9060 569- T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	9060 569- T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 01, 2018	\$250,000

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.

This policy will not provide coverage for any Storage Tank(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

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

### ENDORSEMENT NO. 9

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CANCELLATION – 100% MINIMUM EARNED PREMIUM**

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

### ENDORSEMENT NO. 10

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

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.

# 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

### ENDORSEMENT NO. 11

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DEDUCTIBLE AMENDATORY ENDORSEMENT (SCHEDULED)

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 **\$1,000,000** 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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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.

# 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

### ENDORSEMENT NO. 12

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EMERGENCY RESPONSE EXPENSES

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.

# 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

### ENDORSEMENT NO. 13

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### IMAGE RESTORATION EXPENSES

- 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](http://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](http://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 <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
---------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

<ul style="list-style-type: none"> <li>▪ ask about, buy insurance or file a claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ your insurance agent or broker</li> </ul>
<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://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:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> </ul>



<ul style="list-style-type: none"> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• 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;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• 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;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**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](http://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](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> 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](http://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](https://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](https://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 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 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](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
 175 Berkeley St., 6<sup>th</sup> Floor  
 Boston, MA 02116  
 Attn: Privacy Office



INSURANCE PROPOSAL

NAMED INSURED:

**City of College Park, Georgia**

AGENCY:

**Apex Insurance Agency, Inc.**

EFFECTIVE DATE:

**06/01/2021 - 06/01/2022**



This proposal expires on 06/01/2021.



Trident Public Risk Solutions is a preeminent provider of specialty commercial insurance and risk management solutions for public entities and public schools in the United States. We have a customer centric business model where value is realized through our service, the ability to provide customizable products and programs to our public entity clients, and dedicated claims management.

Reasons to do business with Trident:

**Financial Stability**

**Ease of Doing Business**

**Best Overall Value**

Trident offers coverage through the following Argo Group US, Inc. insurance companies:

**Argonaut Insurance Company**

**Argonaut Great Central Insurance Company**

**Argonaut Midwest Insurance Company**

## GENERAL LIABILITY

Occurrence Form

### Standard Coverage

	<u>Limit</u>
Bodily Injury/Property Damage	1,000,000
Personal Injury/Advertising Injury	1,000,000
Damages to premises rented to you	100,000
Employee Benefits (\$1,000 deductible applies)	1,000,000
General Aggregate	2,000,000
Products/Completed Operations Aggregate	2,000,000
Deductible Per Occurrence (Expenses not included within retention)	10,000

### Miscellaneous

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Unmanned Aircraft Under 25 Pounds	25,000	10,000
Sexual Abuse or Molestation Liability Sublimit	1,000,000	10,000
Emergency Medical Technicians, Paramedics, Ambulance Attendants, Ambulance Drivers and Firefighters	Included	10,000
Electromagnetic Radiation Exclusion	Included	10,000
Sublimit - Failure to Supply	1,000,000	10,000
Firefighters Elective Surgery Coverage Amendment	25,000/50,000	None
Limited Pollution Liability Coverage	Included	10,000
Sewer Backup Aggregate Limit	1,000,000	10,000
Cemetery Professional Liability Endorsement	Included	10,000
Liability Insurance Deductible	Included	10,000

### General Liability P.E. 2

	<u>Limit</u>	<u>Deductible</u>
Aircraft, Airfield, Runway, Hanger, Terminal or other property in connection with aviation activities	Excluded	N/A
Emergency Medical Service	Included	10,000
Fire District or Department	Included	10,000
Golf Course	Included	10,000
Public Electric Utility	Included	10,000
Public Water Utility	Included	10,000
Sewer System	Included	10,000

## DATA COMPROMISE

Claims Made Form

<u>Description</u>	<u>Limit</u>
<b>Data Compromise Response Expense</b>	
Data Compromise Response Expense Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
1 <sup>st</sup> Party Named Malware	50,000
Forensic IT Review	500,000
Legal Review	500,000
Public Relations	5,000
Regulatory Fines/Penalties	500,000
PCI Fines and Penalties	500,000
Each Response Expense Occurrence Deductible	10,000
<b>Data Compromise Liability</b>	
Data Compromise Liability Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
3 <sup>rd</sup> Party Named Malware	50,000
Each Liability Occurrence Deductible	10,000

## CYBER

Claims Made Form

<u>Description</u>	<u>Limit</u>
<b>Cyber Attack and Cyber Extortion</b>	
Cyber Attack Annual Aggregate	1,000,000
<u>Sublimits Per Occurrence</u>	
Cyber Extortion	100,000
Each Cyber Attack and Extortion Occurrence Deductible	10,000
<b>Network Security Liability</b>	
Network Security Annual Aggregate	1,000,000
Deductible Network Security Liability	10,000
<b>Electronic Media Liability</b>	
Electronic Media Annual Aggregate	1,000,000
Each Electronic Media Occurrence Deductible	10,000



## PUBLIC OFFICIALS' LIABILITY

Claims Made Form

### Standard Coverage

	<u>Limit</u>
Per Wrongful Act	1,000,000
Annual Aggregate	2,000,000
Employment Related Wrongful Acts	Excluded
Deductible Each Wrongful Act (Expenses included within retention)	25,000
Prior Acts/Retroactive Date	05/01/2009

### Additional Coverages

Non-Monetary Defense Per Wrongful Act	10,000
Non-Monetary Defense Annual Aggregate	50,000

### Public Officials P.E. 2

	<u>Limit</u>	<u>Deductible</u>
Aircraft, Airfield, Runway, Hanger, Terminal or other property in connection with aviation activities	Excluded	N/A
Emergency Medical Service	Included	25,000
Fire District or Department	Included	25,000
Golf Course	Included	25,000
Public Electric Utility	Included	25,000
Public Water Utility	Included	25,000
Sewer System	Included	25,000

## EMPLOYMENT PRACTICES LIABILITY

Claims Made Form

### Standard Coverage

	<u>Limit</u>
Per Wrongful Employment Act	1,000,000
Annual Aggregate	2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	25,000
Prior Acts/Retroactive Date	05/01/2009

### Additional Coverages

Non-Monetary Defense Per Wrongful Act	50,000
Non-Monetary Defense Annual Aggregate	50,000
EEOC* Per Wrongful Act	10,000
EEOC* Annual Aggregate	50,000

\*EEOC - Equal Employment Opportunity Commission (EEOC) Hearing Expense Limit

### Miscellaneous

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Back Wages	50,000	10,000

## LAW ENFORCEMENT LIABILITY

Occurrence Form

### **Standard Coverage**

	<b><u>Limit</u></b>
Per Wrongful Act	1,000,000
Annual Aggregate	2,000,000
Deductible Each Wrongful Act (Expenses included within retention)	50,000

### **Additional Coverages**

Line of Duty Death Per Wrongful Act	50,000
Line of Duty Death Annual Aggregate	100,000

## AUTO LIABILITY

### Standard Coverage

	<u>Limit</u>	<u>Units</u>	<u>Symbol</u>
Liability Limit	1,000,000	193	1
Bodily Injury Each Person Limit - Statutory Cap	500,000		
Bodily Injury Total Limit - Statutory Cap	700,000		
Property Damage or Pollution Cost or Expense Limit - Statutory Cap	50,000		
Deductible	10,000		
Uninsured Motorist	1,000,000		2
Underinsured Motorist	1,000,000		2

### Miscellaneous

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Exclusion - Airport Runways & Landing Strips	Included	None
Fire Districts Or Departments Freezing Coverage	Included	10,000
Deductible Liability Coverage	Included	10,000

## AUTO PHYSICAL DAMAGE

### Standard Coverage

	<u>OCN</u>	<u>Deductible</u>	<u>Units</u>	<u>Valuation</u>	<u>Symbol</u>
Comprehensive	11,823,419	1,000	193	ACV	10
<b>Total Comprehensive</b>	<b>11,823,419</b>		<b>193</b>		
Collision	11,823,419	1,000	193	ACV	10
<b>Total Collision</b>	<b>11,823,419</b>		<b>193</b>		

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**AUTO COVERAGE CONDITIONS**

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**# 1 - Commercial Automobile Liability (Symbol 1)**

Coverage is automatically provided for Any Auto.

**# 2 - Commercial Automobile Physical Damage (Symbol 10)**

Coverage is automatically provided for Owned Autos that meet the following requirements:

1. Autos shown in the Declarations as having physical damage coverage, as of the effective date shown in the Declarations; or
2.
  - a. "Auto" you newly acquire after the effective date and report to us prior to the expiration date, shown in the Declarations; and
  - b. "Auto" is of similar make, model and departmental usage as any "auto" that is currently covered under this policy for Physical Damage coverage; and
  - c. Vehicle value is less than \$250,000; and
  - d. Vehicles covered at Actual Cash Value.

**IMPORTANT NOTE:** For those auto(s) that do not meet the conditions outlined in 2a thru 2d above, there is no automatic coverage. A request for coverage must be submitted within 5 business days of the change. Auto Physical Damage coverage will then be added, by endorsement, for the appropriate premium charge. For auto(s) that meet these conditions, please continue to send change requests as soon as you are able, but no later than the expiration date of the policy (refer to 2a above) for accurate record-keeping and claims verification purposes, however an endorsement will not be issued.

**PROPERTY**

**Standard Coverage**

	<b><u>Limit</u></b>
Building	92,899,649
Business Personal Property	7,000,363
TOTAL INSURED VALUES	99,900,012
Blanket Limit Applies	Yes
Cause of Loss Form	Special
Co-insurance	Agreed Amount
Deductible	10,000
Valuation	Replacement Cost

**Other Perils**

	<b><u>Limit</u></b>	<b><u>Deductible</u></b>
Earthquake	5,000,000	25,000
Flood	5,000,000	25,000

Flood coverage does not include any Location(s) wholly or partially within Flood Zones A, B, or V, regardless of how the Zone may be named.

**Equipment Breakdown**

**Description**

	<b><u>Limit</u></b>
Limit	99,900,012
Business Income and Extra Expense	500,000
Pollutant Clean Up and Removal	250,000
Refrigerant Contamination	250,000
Spoilage	250,000
Deductible - Direct Damage	10,000
Deductible - Indirect Damage	72 hour

## Property Features and Benefits

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
<b>Business Income Coverages</b>		
Business Income and Extra Expense	500,000	72 hour
Dependent Property	100,000	72 hour
Interruption Of Computer Operations	10,000	72 hour
Lease Cancellation Moving Expenses	5,000	None
Newly Acquired or Constructed Property - Business Income	500,000	72 hour
Off Premises Utility Failure-Business Income	50,000	24 hour
Ingress or Egress	25,000	72 hour
Pollutant Clean Up And Removal	25,000	72 hour
<b>Coverage Modifications</b>		
Ordinance and Law		
Coverage A	Included	Included
Coverage B	1,000,000	Included
Coverage C	1,000,000	Included
Accidental Classroom Chemical Spills	50,000	10,000
Accounts Receivable Records	100,000	10,000
Accumulation of Surface Water	25,000	10,000
Animals		
Occurrence Limit	10,000	10,000
Aggregate Limit	50,000	10,000
Appurtenant Structures	100,000	10,000
Audio Visual and Communication Equipment	100,000	250
Changes in Temperature Or Humidity	50,000	10,000
Commandeered Property	250,000	250
Computer Equipment	250,000	10,000
Portable Computer Equipment		
Per Item Limit	1,500	10,000
Per Policy Limit	15,000	
Course of Construction		
Per Building	25,000	10,000
Per Policy Year	100,000	
Debris Removal - Your Premises	250,000	10,000
Debris Removal - Wind Blown Debris	10,000	10,000
Electrical Damage	50,000	10,000
Electronic Data	100,000	10,000
Fine Arts	100,000	10,000
Fire Department Service Charge	25,000	None
Fungus, Wet Rot, Dry Rot And Bacteria (limited coverage)	15,000	10,000
Glass Display Or Trophy Cases	5,000	500
Inventory And Appraisal	20,000	10,000
Key Card Coverage	25,000	10,000
Lock Replacement	10,000	None
Money And Securities		
On Your Premises	20,000	10,000
Away From Your Premises	10,000	10,000
Newly Acquired Or Constructed Property		
Buildings	1,000,000	10,000
Your Business Personal Property	1,000,000	10,000
Non-owned Detached Trailers	20,000	10,000
Off Premises Utility Failure - Damage to Covered Property	100,000	10,000
Outdoor Property	100,000	10,000
Outdoor Signs	5,000	10,000
Personal Effects And Property Of Others	50,000	10,000
Any one Employee or Volunteer	1,500	

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Pollutant Clean Up And Removal	500,000	10,000
Property In Transit	50,000	10,000
Property Off-premises	50,000	10,000
Recharge Of Fire Protection Equipment	10,000	None
Retaining Walls	5,000	10,000
Reward Payments	15,000	None
Salesperson's Samples	10,000	10,000
SCADA Upgrade	100,000	10,000
Penstock	100,000	10,000
Sod, Trees, Shrubs and Plants		
Any One Tree, Shrub or Plant	1,000	
Occurrence Limit	10,000	10,000
Spoilage	25,000	10,000
Theft of Jewelry, Furs, Stamps And Other Specified Items		
Per Item	2,500	10,000
Max Occurrence Limit	10,000	10,000
Undamaged Leasehold Improvements	50,000	10,000
Underground Fiber Optic Cable		
Any One Occurrence	10,000	10,000
Each 12 month Period	50,000	
Underground Property, Paved Surfaces or Athletic Fields	250,000	10,000
Valuable Papers And Records (Other Than Electronic Data)	100,000	10,000
Virus, Harmful Code or Similar Instruction	25,000	10,000



## INLAND MARINE

### Standard Coverage

Limit Deductible Co-Ins Valuation

### Computer Systems Coverage

Computer Equipment 2,469,000 1,000

### Contractors Equipment

Scheduled Equipment 1,322,575 1,000 ACV

#### Optional Coverages

Equipment Leased Or Rented From Others 50,000 1,000

Subject to maximum amount of: 50,000 per item

### Miscellaneous Property

2 Underground Storage Tanks, Yamaha Golf Carts, Electric Car Charging Stations 205,323 1,000 ACV

Unscheduled Leased Radio Equipment 1,106,120 1,000 ACV

Subject to a maximum amount of: 10,000 per item

## CRIME

### Standard Coverage

	<u>Limit</u>	<u>Deductible</u>
Employee Theft - Per Loss	500,000	5,000
Faithful Performance of Duty (Included in Employee Theft Limit)		
Forgery or Alteration	500,000	5,000
Inside the Premises - Theft of Money & Securities	500,000	5,000
Outside the Premises	500,000	5,000

**EXCESS LIABILITY**

**Standard Coverage**

Each Occurrence, Offense, Accident, or Wrongful Act  
Annual Aggregate

**Limit**  
8,000,000  
8,000,000

***Underlying Insurance***

General Liability  
Public Officials' Liability  
Employment Practices Liability  
Law Enforcement Liability  
Auto Liability

1,000,000  
1,000,000  
1,000,000  
1,000,000  
1,000,000

The following is a price breakdown for this quotation:

<b><u>Coverage</u></b>	<b><u>Subtotal</u></b>	<b><u>TRIA</u></b>	<b><u>Total Premium</u></b>
General Liability	241,124	3,617	244,741
Data Compromise	2,920		2,920
Cyber	7,457		7,457
Public Officials' Liability	46,049		46,049
Employment Practices Liability	119,820		119,820
Law Enforcement Liability	110,281		110,281
Auto Liability	86,828		86,828
Auto Physical Damage	98,510		98,510
Property	87,975	1,320	89,295
Inland Marine	6,996	105	7,101
Crime	4,446		4,446
Excess Liability	151,034	2,266	153,300
<b>Total</b>	<b>\$963,440</b>	<b>\$7,308</b>	<b>\$970,748</b>

#### **GENERAL CONDITIONS**

**This quotation does not necessarily match coverages or limits requested in bid specifications and/or application. No warranty is made or implied with respect to the total compliance to bid specifications or applications. Each individual policy contains the actual terms, conditions and exclusions. This account has been priced in anticipation that all lines will be bound. If any coverage is to be added or removed, please contact your underwriter.**

**ADDITIONAL INFORMATION REQUIRED AT BINDING:**

- **Application: Completed Trident Applications including: Public Entity, Recreation, Utility, Fire/EMT, Vehicle Concentration, Law and Jail.**
- **Property: Schedule to include construction types, year built and sq. feet for the highlighted items, especially for locations 37-1 and 38-1 for Federal Aviation buildings.**
- **Cyber: Signed application and 5-year loss runs prior to binding.**
- **Property (boiler): Please describe occupancy/description at location W F Elec Sub 5213 W Fayetteville Rd for building valued at \$474,000--previously noted this was sold to MEAG (transformers, circuits, etc.).**
- **Signed forms: SOV, TRIA and UM/UIM.**
- **Crime: Class a employees (these are employees who handle money on a regular basis).**

Statement of Values: City of College Park, Georgia						Effective Dates: 06/01/2021 - 06/01/2022			03/31/2021				
<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
1	1	\$3,843,300	\$916,600	RC	Modified Fire Resistive	City Hall	3667 Main St	College Park	GA	30337	26,253	1991	N
2	1	\$0	\$150,000	RC	Frame	Train Depot	3724 Main St	College Park	GA	30337	0	0	N
3	1	\$1,981,400	\$276,000	RC	Joisted Masonry	Conly Rec Ctr	3636 College St	College Park	GA	30337	18,149	1956	N
3	2	\$42,900	\$19,500	RC	Joisted Masonry	Pool Pump Hse	3636 College St	College Park	GA	30337	462	2004	N
3	3	\$226,700	\$21,800	RC	Joisted Masonry	Pool Bldg	3636 College St	College Park	GA	30337	2,189	2004	N
3	4	\$287,800	\$0	RC	Modified Fire Resistive	Swim Pool	3636 College St	College Park	GA	30337	5,014	2004	N
3	5	\$73,500	\$0	RC	Fire Resistive	Kiddie Pool	3636 College St	College Park	GA	30337	1,040	2004	N
4	1	\$226,380	\$0	RC	Fire Resistive	Tennis Rstrm	3605 College St	College Park	GA	30337	1,890	1958	N
4	2	\$105,300	\$20,200	RC	Joisted Masonry	Trk Prsbx &Rr	3605 College St	College Park	GA	30337	1,308	1958	N
4	3	\$55,176	\$0	RC	Joisted Masonry	Track Restrm	3605 College St	College Park	GA	30337	552	1999	N
4	4	\$150,000	\$0	RC	Frame	Favor House - 1 Pavilion	3605 College Street	College Park	GA	30337	0	0	N
5	1	\$6,204	\$0	RC	Joisted Masonry	Baseball Rr#1	3655 College St	College Park	GA	30337	64	1958	N
5	2	\$23,496	\$0	RC	Joisted Masonry	Baseball Rr#2	3655 College St	College Park	GA	30337	240	1958	N
5	3	\$30,360	\$3,700	RC	Joisted Masonry	Bsbl Prsbx	3655 College St	College Park	GA	30337	526	1958	N
6	1	\$1,936,600	\$230,500	RC	Joisted Masonry	Brady Rec Ctr	3571 Brenningham Dr	College Park	GA	30337	15,156	1955	N
6	2	\$31,680	\$0	RC	Frame	Picnic Shltr	3571 Brenningham Dr	College Park	GA	30337	1,320	1996	N
7	1	\$1,804,000	\$164,700	RC	Modified Fire Resistive	City Auditorm	3631 Main St	College Park	GA	30337	9,092	1941	N
8	1	\$568,000	\$90,000	RC	Joisted Masonry	Fire Stat #2	2336 Sullivan Rd	College Park	GA	30337	3,603	1971	N
9	1	\$563,500	\$332,100	RC	Masonry Non-Combustible	Wrhse & Offc	1886 Harvard Ave	College Park	GA	30337	7,857	1948	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
9	2	\$113,400	\$38,500	RC	Non-Combustible	Strg Shed	1886 Harvard Ave	College Park	GA	30337	3,159	1987	N
10	1	\$750,300	\$0	RC	Non-Combustible	Ch Dr. Elev	2770 Charleston Dr	College Park	GA	30337	0	1991	N
10	2	\$14,652	\$14,300	RC	Non-Combustible	Well House	2770 Charleston Dr	College Park	GA	30337	92	1991	N
11	1	\$386,300	\$385,500	RC	Modified Fire Resistive	F Pkwy Lift	1219 Forest Parkway	College Park	GA	30337	1,829	1970	N
12	1	\$399,900	\$148,100	RC	Joisted Masonry	Pub Wrks Offc	2233 W Harvard Ave	College Park	GA	30337	4,907	1942	N
13	1	\$119,000	\$29,000	RC	Frame	Welding & Sign Shop	2264 Old Harvard Avenue	College Park	GA	30337	2,895	1968	N
14	1	\$186,300	\$23,000	RC	Frame	Clubhouse	3711 Fairway Dr	College Park	GA	30337	1,271	1933	N
14	2	\$100,500	\$30,400	RC	Non-Combustible	Academy Bldg	3711 Fairway Dr	College Park	GA	30337	2,000	2007	N
14	3	\$500,000	\$0	RC	Masonry Non-Combustible	Camp Creek Pump Station	3711 Fairway Dr	College Park	GA	30337	1,000	2010	N
15	1	\$32,472	\$94,100	RC	Modified Fire Resistive	Pmp Station	Jackson St	College Park	GA	30337	276	1940	N
16	1	\$36,960	\$99,800	RC	Modified Fire Resistive	Pump Station	Lyle St	College Park	GA	30337	307	1940	N
17	1	\$281,400	\$86,100	RC	Joisted Masonry	Tracey Wyatt Recreation	2300 Godby Rd	College Park	GA	30349	3,162	1965	N
17	2	\$234,600	\$18,800	RC	Joisted Masonry	Pool Bldg	2300 Godby Rd	College Park	GA	30349	1,887	2006	N
17	3	\$210,100	\$0	RC	Modified Fire Resistive	Swim Pool	2300 Godby Rd	College Park	GA	30349	3,528	2006	N
17	4	\$45,000	\$20,500	RC	Joisted Masonry	Filtr & Pmp Hs	2300 Godby Rd	College Park	GA	30349	484	2006	N
17	5	\$73,500	\$0	RC	Modified Fire Resistive	Kiddie Pool	2300 Godby Rd	College Park	GA	30349	1,040	2006	N
17	6	\$3,000,000	\$300,000	RC	Masonry Non-Combustible	Godbyrecctr	2300 Godby Rd	College Park	GA	30349	35,000	2010	N
17	7	\$150,000	\$0	RC	Frame	Tracey Wyatt Recreation - Park/Playground	2300 Godby Rd	College Park	GA	30337	0	0	N
17	8	\$17,000	\$0	RC	Frame	Tracey Wyatt Recreation - Storage Bldg	2300 Godby Rd	College Park	GA	30337	0	0	N
17	9	\$74,000	\$0	RC	Frame	Tracey Wyatt Recreation - Rock Climbing Wall	2300 Godby Rd	College Park	GA	30337	0	0	N

<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
18	1	\$247,500	\$66,400	RC	Masonry Non-Combustible	Hist Society	3675 Auditorium Way	College Park	GA	30337	2,442	1972	N
19	1	\$0	\$30,000	RC	Frame	Sewg Station	Old National Hwy	College Park	GA	30337	0	0	N
20	1	\$11,817,000	\$2,610,400	RC	Masonry Non-Combustible	Pub Saf Cmplx	3717 & 3737 College St	College Park	GA	30337	60,947	2005	N
21	1	\$89,408	\$14,800	RC	Joisted Masonry	Zupp Park	1550 Hawthorne Ave	College Park	GA	30337	961	2001	N
21	2	\$435,963	\$0	RC	Frame	3 Pavilions	1550 Hawthorne Ave	College Park	GA	30337	0	2009	N
22	1	\$394,900	\$134,100	RC	Non-Combustible	Warehouse Facility	1060 Forest Parkway	College Park	GA	30337	11,000	2006	N
23	1	\$60,000	\$0	RC	Fire Resistive	Cng Util Bld1	4555 Edison Ave	College Park	GA	30337	320	2007	N
23	2	\$50,000	\$0	RC	Fire Resistive	Cng Util Bld2	4555 Edison Ave	College Park	GA	30337	270	2007	N
23	3	\$1,490,000	\$0	RC	Frame	Canopy&Equip	4555 Edison Ave	College Park	GA	30337	0	2007	N
24	1	\$87,982	\$0	RC	Masonry Non-Combustible	Phillips Rest	Hershell Road	College Park	GA	30337	400	2012	N
25	1	\$900,000	\$0	RC	Frame	Philips Park - 6 Pavilions	4418 Herschel Rd	College Park	GA	30337	0	2003	N
26	1	\$900,000	\$0	RC	Frame	Barrett Park - 5 Pavilions	2000 Walker Ave	College Park	GA	30337	0	2003	N
27	1	\$95,000	\$0	RC	Frame	Levitz Lift Station	0 Sullivan Rd	College Park	GA	30337	0	0	N
28	1	\$109,000	\$0	RC	Masonry Non-Combustible	Princeton Well (Well House 4)	1683 Princeton Ave	College Park	GA	30337	2,000	2018	N
29	1	\$267,500	\$0	RC	Frame	Massachusetts Pump	0 Massachusetts Blvd	College Park	GA	30337	0	0	N
30	1	\$250,810	\$0	RC	Frame	Pump Station	5217 West Fayetteville Road	College Park	GA	30337	0	0	N
31	1	\$2,187,000	\$170,463	RC	Joisted Masonry	Fire Stat #3	5131 West Fayetteville Road	College Park	GA	30349	9,109	2017	N
32	1	\$674,170	\$0	RC	Masonry Non-Combustible	Well House	2145 Roosevelt Street	College Park	GA	30337	2,000	2018	N
33	1	\$324,160	\$0	RC	Masonry Non-Combustible	Well House	2173 Columbia Avenue	College Park	GA	30337	2,000	2018	N
34	1	\$656,170	\$0	RC	Masonry Non-Combustible	Well House	3581 Victoria Street	College Park	GA	30337	2,000	2018	N



<u>Loc #</u>	<u>Bldg #</u>	<u>Building</u>	<u>Contents</u>	<u>Valuation</u>	<u>Const</u>	<u>Location</u>	<u>Address</u>	<u>City/Town</u>	<u>ST</u>	<u>Zip</u>	<u>Area</u>	<u>Year</u>	<u>Sprkl</u>
35	1	\$200,000	\$0	RC	Frame	Subrenia M. Willis Park - 2 Pavillions	2901 Camp Creek Parkway	College Park	GA	30337	0	0	N
36	1	\$474,000	\$0	RC	Non-Combustible	W F Elec Sub	5213 W Fayetteville Rd	College Park	GA	30337	2,901	1965	N
36	2	\$987,500	\$0	RC	Non-Combustible	Elev Wtr Tnk	5213 W Fayetteville Rd	College Park	GA	30337	0	1965	N
37	1	\$13,500,000	\$10,000	RC	Modified Fire Resistive	Federal Aviation Administration	1641 Columbia Avenue	College Park	GA	30337	0	0	N
38	1	\$36,000,000	\$10,000	RC	Modified Fire Resistive	Federal Aviation Administration	1702 Columbia Avenue	College Park	GA	30337	0	0	N
39	1	\$50,000	\$0	RC	Frame	Billboard	3690 Howard Dr	College Park	GA	30337	0	0	N
40	1	\$1,969,906	\$441,000	RC	Frame	Police Precinct	2330 Godby Road	College Park	GA	30337	0	0	N
		\$92,899,649	\$7,000,363	<b>Total:</b>		\$99,900,012							

Insured Signature \_\_\_\_\_

Date \_\_\_\_\_

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, 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.

The prospective premium for certified acts of terrorism coverage is \$ 7,308 .

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

### Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	Accept - I hereby elect to purchase terrorism coverage
<input type="checkbox"/>	Reject - I hereby decline to purchase terrorism coverage

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## Cyber Insurance Made Easy™

Get peace of mind with a Cowbell's admitted cyber insurance policy so you can focus on your business.

- Cowbell identifies your organization's risk exposure
- You can compare your business risk profile with industry peers
- Your team can use Cowbell Insights to implement controls and reduce risks
- Your business gets back up and running with Cowbell's claim services



Coverage Clarity



Personalized Policies



Cowbell Factors™



Cowbell Insights™



Information Security Training  
& Expert Claims Panel





## Cowbell Cyber Insurance Quote - Prime 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

QUOTE NUMBER	QCB-250-1H7LXIRN
NAMED INSURED	City of College Park
REVENUE	\$51,000,000.00
# OF EMPLOYEES	460
YEAR ESTABLISHED	1895
MAILING ADDRESS	3667 Main St, College Park, GA, 30337-2699
EMAIL ADDRESS	
AGENCY NAME	Apex Insurance Services

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POLICY PERIOD	From: <b>03/19/2021 (Effective Date)</b> To: <b>03/19/2022 (Expiration Date)</b> 12:01 AM Insured Local Time
POLICY TERM	<b>365 days</b>
POLICY PREMIUM	Estimated Premium (with TRIA) <b>\$27,869.25</b> MGA Fees <b>\$350.00</b>
	<hr/>
	<b>TOTAL AMOUNT \$28,219.25</b>
AGGREGATE LIMIT	<b>\$2,000,000</b>
INSURED STATE	<b>GA</b>

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Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.



## COVERAGES

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Liability Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> PCI Costs	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Regulatory Costs	\$2,000,000	\$50,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Cowbell Breach Fund	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Data Restoration	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Extortion Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Business Impersonation Costs	\$2,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Reputational Harm Expense	\$1,000,000	-	12 Hours	03/19/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> Contingent Business Interruption Loss	\$2,000,000	\$50,000	12 Hours	-
<input checked="" type="checkbox"/> System Failure	\$2,000,000	\$50,000	12 Hours	-
<input type="checkbox"/> Contingent System Failure	-	-	-	-
<input checked="" type="checkbox"/> Cyber Crime Loss	\$250,000	\$50,000	-	-
<input checked="" type="checkbox"/> Bricking Costs	\$1,000,000	\$50,000	-	-
<input checked="" type="checkbox"/> Criminal Reward Costs	\$100,000	-	-	-
COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
<input checked="" type="checkbox"/> California Consumer Privacy Act	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> General Data Protection Regulation	\$2,000,000	\$50,000	-	Full Prior Acts
<input checked="" type="checkbox"/> Utility Fraud Attack	\$100,000	\$50,000	-	-
<input checked="" type="checkbox"/> Media Liability	\$2,000,000	\$50,000	-	Full Prior Acts



This quote proposal expires within seven (7) days after the effective date of the policy, if the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

1. Cowbell Application signed and dated within 30 days prior to binding.
2. If the applicant had prior cyber coverage, please provide 5 years of loss runs.
3. Highly recommend that MFA is implemented within 60 days post binding for admin accounts and then eventually for all users.

Please send the above information to [underwriting@cowbellcyber.ai](mailto:underwriting@cowbellcyber.ai) prior to binding.

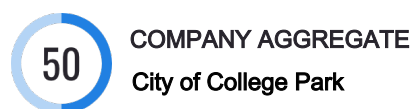
Note that this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



## Cowbell Factors™ - Prime 250

We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

### AGGREGATE COWBELL FACTORS



Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.



Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

### INDIVIDUAL COWBELL FACTORS



Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.



This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.



Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.



Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.



Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.



Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA.



Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).





## Cowbell Cyber Coverages - Prime 250








(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- Liability Costs** Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre- judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.
- PCI Costs** Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.
- Regulatory Costs** Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.
- Cowbell Breach Fund** Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.
- Data Restoration** Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.
- Extortion Costs** Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).
- Business Impersonation Costs** Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.
- Reputational Harm Expense** Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation.
- Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- Contingent Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
- System Failure** Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.
- Contingent System Failure** Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.



## Cowbell Cyber Coverages - Prime 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

-  **Cyber Crime Loss** Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.
-  **Bricking Costs** Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.
-  **Criminal Reward Costs** Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.
-  **California Consumer Privacy Act** Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.
-  **General Data Protection Regulation** Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.
-  **Utility Fraud Attack** Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.
-  **Media Liability** Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.



**REGARDING:** **City of College Park**  
3367 Main Street  
College Park, Georgia 30337

**DATE:** March 04, 2021

## QUOTATION

**QUOTE NUMBER/  
RENEWAL OF:** 9059151  
IRONTX00905915

**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 02116

**INSURING AGREEMENTS:** 1.a. Third Party Bodily Injury and Property Damage  
1.b. Cleanup of Pollutants Due to Underground Storage Tank Releases

**POLICY PERIOD:** June 01, 2021 – June 01, 2022

**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:** \$2,985.00

LIU Specialty Insurance Agency Inc. provides brokers with access to Liberty Surplus Insurance Corporation's property, casualty, and specialty insurance products and services.

**City of College Park**

March 04, 2021

Page 2 of 8

**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

<b>Coverage for losses resulting from:</b>	<b>Premium Charge</b>
“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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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-N004-04205
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. Completed Ironshore Application
2. Completed Surplus Lines Form
3. Signed TRIA Form

LIU Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at LIU 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 April 03, 2021

Thank you for giving us the opportunity to work with you on this account.

Best regards,

City of College Park

March 04, 2021

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Signature of authorized representative of Insurer

Monica Almond-Cruz

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Name

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Title

**Ironshore, Environmental**  
28 Liberty Street, 5th Floor  
New York, NY 10005  
Email: [IronEnviroTanks@ironshore.com](mailto:IronEnviroTanks@ironshore.com)

**City of College Park**

March 04, 2021

Page 4 of 8

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

City of College Park

March 04, 2021

Page 5 of 8



Surplus Lines Tax Documentation

Named 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 Lines 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

City of College Park

March 04, 2021

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**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. Beginning calendar year 2020, the Federal Share is 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 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.



City of College Park

March 04, 2021

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## **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 \_\_\_% 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.

City of College Park

March 04, 2021

Page 8 of 8



### **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.

# 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

### ENDORSEMENT NO. 1

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SERVICE OF SUIT CLAUSE – GEORGIA

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

### ENDORSEMENT NO. 2

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CLAIM AND NOTICE REPORTING

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](mailto: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

### ENDORSEMENT NO. 3

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SANCTION LIMITATION AND EXCLUSION CLAUSE

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, conditions and exclusions of this policy 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

### ENDORSEMENT NO. 4

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

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.

# 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

### ENDORSEMENT NO. 5

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION OF TERRORISM

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. **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

## Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



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.



# Storage Tank Third Party Liability, Corrective Action and Cleanup Policy



## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

### ENDORSEMENT NO. 6

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DISCLOSURE – TERRORISM RISK INSURANCE ACT

**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".

Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

#### 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.

# 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

### ENDORSEMENT NO. 7

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

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.

# 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

### ENDORSEMENT NO. 8

**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS AMENDATORY ENDORSEMENT

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	9060 569- T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018	\$250,000
1	2	9060 569- T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 01, 2018	\$250,000

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.

This policy will not provide coverage for any Storage Tank(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

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

### ENDORSEMENT NO. 9

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CANCELLATION – 100% MINIMUM EARNED PREMIUM**

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

### ENDORSEMENT NO. 10

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<b>Effective Date:</b>	June 01, 2021
<b>Policy Number:</b>	IRONTX009059151
<b>Issued To:</b>	City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

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.

# 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

### ENDORSEMENT NO. 11

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DEDUCTIBLE AMENDATORY ENDORSEMENT (SCHEDULED)

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 **\$1,000,000** 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	90605 69-T1	UST	1989	15,000	Cathodically Protected Steel	Single	Gasoline	May 01, 2018
1	2	90605 69-T2	UST	1989	12,000	Cathodically Protected Steel	Single	Diesel	May 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.

# 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

### ENDORSEMENT NO. 12

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EMERGENCY RESPONSE EXPENSES

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.

# 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

### ENDORSEMENT NO. 13

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**Effective Date:** June 01, 2021  
**Policy Number:** IRONTX009059151  
**Issued To:** City of College Park

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### IMAGE RESTORATION EXPENSES

- 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](http://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](http://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 <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
---------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

<ul style="list-style-type: none"> <li>▪ ask about, buy insurance or file a claim</li> </ul>	<ul style="list-style-type: none"> <li>▪ your insurance agent or broker</li> </ul>
<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>
	<ul style="list-style-type: none"> <li>▪ 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</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://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><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> </ul>

<ul style="list-style-type: none"> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• 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;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• 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;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**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](http://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](http://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> 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](http://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](https://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](https://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](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
 175 Berkeley St., 6<sup>th</sup> Floor  
 Boston, MA 02116  
 Attn: Privacy Office



**Renewal Date:** 06/01/21

**RE:** City of College Park  
Georgia International Convention Center

**Renewal of Policy #:** MAC 1967186 03

### 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:** 06/01/2021 - 06/01/2022

**Quote Exp Date:** 06/01/2021

#### Quotation Premium

<b>Premium:</b>	\$135,968.00
<b>Total:</b>	<b>\$135,968.00</b>

**Payment Terms:** Premium Due Within 20 Days of Effective Date.

**Minimum Earned Percentage:** 0.00 % **\*Subject to the Carrier(s) Minimum Earned Premium Clause/Endorsement.**

**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.
- Terms are based on the attached SOV. It is your responsibility to review this SOV for accuracy and notify us immediately if there are any discrepancies. Any changes may affect the terms and pricing offered.
- 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.
- Updated producer license is required for this state in order to bind coverage.

**Binding Subjectivities:**

- Signed and dated Acord application 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.

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.





**INSURED: CITY OF COLLEGE PARK DBA  
GEORGIA INTERNATIONAL**

**Renewal of: MAC 1967186 03**

**This Quote is valid for 30 days.**

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**Issuing Company:** Great American Insurance Company

**AM Best Rating:** A+ (Superior)

**Policy Term:** 06/01/2021 to 06/01/2022

**See following page(s) for detailed quote information.**

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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 03

**Coverage:** Select Business Policy

**Coverage Form:** Select Business Policy Plus

**Policy Term:** 06/01/2021 to 06/01/2022

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	2330 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	\$ Not Covered
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
----------------------------------------------------------------	----	--------

### **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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#### **Ordinance or Law Coverage**

Coverage A - Undamaged Portion	Included in Building Limit
Coverage B - Demolition Costs	\$ 1,000,000
Coverage C - Increased Cost of Construction	Combined with Coverage B

### **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
Coinsurance – Property Damage	NONE

Coinsurance – Business Income

NONE

**Deductible(s)**

Building and Business Personal Property:	\$	50,000	All Other
	\$	50,000	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

**Forms and Endorsements**

Georgia Changes (SB8213)

Select Business Policy Ordinance - Schedule Of Locations And Limits (SB8261)

Select Business Policy Plus (SB8696)

Declarations Comments Ordinance and Law: Cov A-Included, Cov B &amp; 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 &amp; 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 &amp; 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)

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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 03**

**Coverage: Difference in Conditions**

**Coverage Form:** Difference in Conditions - Specified Cause of Loss

**Policy Term:** 06/01/2021 to 06/01/2022

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	2330 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

**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 03**

**Coverage:** Fine Arts

**Policy Term:** 06/01/2021 to 06/01/2022

### 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.

## 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](http://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](http://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](http://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)

[GAIG.com/PIM](http://GAIG.com/PIM)

  
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## PROPOSAL FOR INSURANCE

### COMMERCIAL GENERAL LIABILITY

Proposal Date: 04/08/2021

**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, 2021**      **To: June 1, 2022**  
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.*

<b>Commercial General Liability Coverage Part</b>		<b>PREMIUM</b>
		<b>\$106,575.00</b>
	<b>Total Premium (excluding TRIA)</b>	<b>\$106,575.00</b>
	<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$960.00</b>
	<b>Total General Liability Premium (including TRIA)</b>	<b>\$107,535.00</b>
<b>Total General Liability Premium including all Surcharges, Fees, Assessments</b>		<b>\$107,535.00</b>
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:

**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**

<b>Loc#</b>	<b>Bldg#</b>	<b>Address #1</b>	<b>Address #2</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

## FORMS SCHEDULE

<b>Form</b>	<b>Edition</b>	<b>Description</b>
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 2132	05/09	Communicable Disease Exclusion
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: \$ 960  
(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: 03/25/2021

**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, 2021**      **To: June 1, 2022**  
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.*

<b>Liquor Liability Coverage Part</b>		<b>PREMIUM</b>
		<b>\$1,630.00</b>
	<b>Total Premium (excluding TRIA)</b>	<b>\$1,630.00</b>
	<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$7.00</b>
	<b>Total Liquor Liability Premium (including TRIA)</b>	<b>\$1,637.00</b>
<b>Total Liquor Liability Premium including all Surcharges, Fees, Assessments</b>		<b>\$1,637.00</b>
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**

<b>Loc#</b>	<b>Bldg#</b>	<b>Address #1</b>	<b>Address #2</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
1	1	2000 Convention Center Concourse		College Park	GA	30337
2	1	2330 Convention Center Concourse		College Park	GA	30337

## **FORMS SCHEDULE**

<b>Form</b>	<b>Edition</b>	<b>Description</b>
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: \$ 7  
(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

Date:

Policy Number:



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800.245.2744 | americanspecialty.com

## PROPOSAL FOR INSURANCE

### COMMERCIAL EXCESS LIABILITY

Proposal Date: 03/25/2021

**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, 2021**      **To: June 1, 2022**  
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	<b>PREMIUM</b> <b>\$29,832.00</b>
<b>TOTAL PREMIUM (excluding TRIA)</b>	<b>\$29,832.00</b>
<b>**Additional Premium - Federal Terrorism Risk Insurance Act Premium</b>	<b>\$1,492.00</b>
<b>TOTAL EXCESS LIABILITY PREMIUM (including TRIA)</b>	<b>\$31,324.00</b>
<b>Total Excess Liability Premium Including State Surcharges, Fees, Assessments</b>	<b>\$31,324.00</b>
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	\$	<b>10,000,000.</b>	
Aggregate Limit	\$	<b>10,000,000.</b>	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: \$ 1,492

(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.

\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

City of College Park dba Georgia International  
Convention Center

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

Arch Insurance Company  
Insurance Company

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Policy Number:



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## 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 06/01/2021 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.**

*Retail broker's authority to issue certificates of insurance or evidence of insurance is strictly limited to verification of coverage or where required by law. Retail broker has no authority to add, change, or expand coverage. If retail broker provides copies of certificates or evidence of insurance to American Specialty, it is understood that American Specialty will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate and will not have any responsibility to provide copies of such certificates or evidence of insurance to Insurers unless required by the respective Insurer's contract with American Specialty. Retail broker is solely responsible for the accuracy and completeness of any certificate or evidence of insurance broker issues.*



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 – \$106,575.
- Federal Terrorism Risk Insurance Act Premium – \$960.
- Purchasing Group Membership Fee – \$100.
  
- Liquor Liability – \$1,630.
- Federal Terrorism Risk Insurance Act Premium – \$7.
  
- Commercial Excess – \$29,832.
- Federal Terrorism Risk Insurance Act Premium – \$1,492.

**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 2021 Renewal Request Form**
- Describe plan for managing COVID-19-related exposure including social distancing measures, compliance with state and local guidelines, sanitation procedures, responding to reports of confirmed cases, signage, etc.**
- Are you currently open and permitted to operate at 100% capacity? If no, please describe.**

## 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

## Policy Forms List

Auto

AG7114-0315 - Exclusion - Airport Runways & Landing Strips

**SPECIMEN**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – AIRPORT RUNWAYS & LANDING STRIPS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is amended to add the following:

This insurance does not apply to:

### 14. Airport Runways & Landing Strips

“Bodily injury” or “property damage” arising out of the use of a covered “auto” while being operated or used at any airport runway or landing strip.

This exclusion does not apply to:

1. Automobile parking lots and roads adjoining said locations; or
2. Covered “autos” that are equipped and / or used as fire, police or emergency vehicles.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8772

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Dwight L. Baker, Director of Human Resources & Risk Management

**RE:** Consideration of Police Chief Recruitment Services

**PURPOSE:** Request for Mayor and Council to approve use of Slavin Management Consultants for a national search of Police Chief and to authorize the HR Director to negotiate an agreement with substantially the same terms as the City's form services agreement.

**REASON:** On April 5, 2021, Chief of Police Ferman Williford announced his retirement, effective immediately. Council approval is required before moving forward with executive search services to recruit the Police Chief position.

**RECOMMENDATION:** It is recommended that Council approve of using Slavin Management Consultants for police chief recruitment services.

**BACKGROUND:** Public sector and not-for-profit executive search work accounts for more than 95% of SMC's recruitment activities. SMC has recruited many executives for the Georgia public agencies and others in all regions of the nation. SMC is a national firm strategically based in Norcross, Georgia, for easy access to Atlanta's Hartsfield. Note: The Mercer Group declined to submit a proposal due to having an influx of current searches in place and cannot fully commit to providing the highest level of the firm's resources to the City's search for the next Police Chief.

**COST TO CITY:** The total not-to-exceed cost to the City for the proposed services will not exceed \$22,822.50.

**BUDGETED ITEM:** This is a budgeted item. The new Police Chief Recruitment will be charged to account 100-3200-52-6170 (Contractual Services) from the Police Department budget.

**REVENUE TO CITY:** Not Applicable

**CITY COUNCIL HEARING DATE:** April 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Not Applicable

**AFFECTED AGENCIES:** Not Applicable

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Not Applicable

**REQUIRED CHANGES TO WORK PROGRAMS:** Not Applicable

**STAFF:** Office of the City Manager and the Office of Human Resources

**ATTACHMENTS:**

- College Park Chief of Police Search Proposal 2021 - Slavin Management Consultants (PDF)
- SGR Proposal-College Park GA Chief of Police - Strategic Government Resources (PDF)
- COCP Search Agreement - Roth Staffing Company (PDF)

**Review:**

- Dwight L. Baker Completed 04/13/2021 6:04 PM
- Rosyline Robinson Completed 04/14/2021 9:36 AM
- City Attorney's Office Completed 04/14/2021 11:25 AM
- Mercedes Miller Completed 04/14/2021 1:34 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

## **CITY OF COLLEGE PARK, GEORGIA**

*Executive Search Services for the Recruitment of*

# **Chief of Police**

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*Prepared by Robert E. Slavin on April 7, 2021*



3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail:  
[slavin@bellsouth.net](mailto:slavin@bellsouth.net) • [www.slavin.com](http://www.slavin.com)

With affiliates in Burlington (NC), Cincinnati, OH; Louisville, KY; Manteca, CA and Mesa, AZ





April 7, 2021

Dwight L. Baker, DBA, IPMA-SCP  
 Director of Human Resources and Risk Management  
 Office of Human Resources and Risk Management  
 City of College Park  
 3667 Main Street  
 College Park, GA 30337

Via: [dwight.baker@collegetparkga.com](mailto:dwight.baker@collegetparkga.com)

**Re: Executive Search Services for Chief of Police**

Dear Dr. Baker:

Slavin Management Consultants (SMC) is pleased to submit this proposal to provide executive search services to the City of College Park. The purpose of this project is to help the City Manager and appropriate City staff to develop and agree to comprehensive position profiles for Chief of Police. Once a recruitment profile has been developed and approved, SMC will have no difficulty identifying and recruiting quality prospective candidates and becoming immediately productive. It is normal for local government searches to take between sixty and ninety days to complete.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the City. This proposal commits the highest level of our firm's resources. I will manage and serve as the primary consultant for this critical work. I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting my work. *I have the authority to bind the corporation.* Ms. Barbara Lipscomb and Mr. David Krings will assist with this work. Both are highly experienced former local government executives and management consultants.

Public sector and not-for-profit executive search work accounts for more than 95% of SMC's recruitment activities. SMC has recruited many executives for the Georgia public agencies and for others in all regions of the nation. We are very familiar with Georgia's public meetings and open records' laws and are able to recruit well-qualified candidates for our Georgia clients who would otherwise not have applied for fear of premature publicity.

SMC is a national firm, strategically based in Norcross, Georgia for easy access to Atlanta's Hartsfield - Jackson International Airport - the world's busiest airport. We have affiliates in Burlington, NC; Cincinnati, OH; Manteca, CA, and Mesa, AZ.

Thank you for the opportunity to submit this proposal. We look forward to working with College Park on this highly challenging and very important assignment. If you have questions concerning this proposal, please contact me at (770) 449-4656.

**SLAVIN MANAGEMENT CONSULTANTS**

Robert E. Slavin, President

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**EXHIBITS**

- Sample Recruitment Profile
- Pro Forma Invoice
- Clients
- EEO Statement
- Minority and Female Placements

## INTRODUCTION OF FIRM

Robert E. Slavin, Inc., **dba Slavin Management Consultants** (SMC) is an independent management consulting firm formed in 1991. The firm is a Georgia corporation which operates nationwide from our home office near Atlanta, Georgia. The principal and only stockholder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant.

All communication and correspondence for this work should be directed as follows:

### Slavin Management Consultants Contact Information

Slavin Management Consultants  
3040 Holcomb Bridge Road, Suite #A-1  
Norcross, Georgia 30071

Phone: (770) 449-4656  
Fax: (770) 416-0848  
email: [slavin@bellsouth.net](mailto:slavin@bellsouth.net)  
web site: [www.slavinweb.com](http://www.slavinweb.com)

Contact: Robert E. Slavin, President

## RECRUITMENT APPROACH

### Firm Qualifications

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

SMC provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

This important engagement will be personally conducted by Mr. Robert E. Slavin. Mr. Slavin has conducted or assisted in the conduct of more than 850 successful executive searches throughout his career. Members of the proposed search team include Ms. Randi Frank and Mr. David Krings who have conducted executive searches for Slavin Management Consultants as well as for others before joining the firm. Both are professional public human resources practitioners with significant direct management experience. Both are long-term, active members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

Slavin Management Consultants (SMC) has completed many chief of police searches over the years. We have extensive local government recruitment experience in all regions of the United States. Our experience includes experience working for Georgia local governments and placing many chiefs of police. The following lists illustrate our experience related to the City's RFP.

**Past and present Georgia clients**

- |                                                   |                 |
|---------------------------------------------------|-----------------|
| Albany                                            | Gainesville     |
| Alpharetta                                        | Glynn County    |
| Americus                                          | Gwinnett County |
| Atlanta                                           | Hall County     |
| Cartersville                                      | Lawrenceville   |
| Chatham County/<br>Savannah Metropolitan Planning | Lilburn         |
| Commission                                        | Milton          |
| Cobb County                                       | Perry           |
| Conyers                                           | Quitman         |
| Decatur                                           | Powder Springs  |
| Duluth                                            | Statesboro      |
| Dunwoody                                          | Stockbridge     |
| East Point                                        | Suwanee         |
| Fulton County                                     | St. Marys       |
|                                                   | Tift County     |
|                                                   | Valdosta        |

**SMC Chief of Police placements**

- |                    |                |
|--------------------|----------------|
| Americus, GA       | Fort Worth, TX |
| Austin, TX         | Milton, GA     |
| Branson, MO        | Iowa City, IA  |
| Boca Raton, FL     | Phoenix, AZ    |
| Bridgeport, CT     | San Jose, CA   |
| Columbia, MO       | Selma, AL      |
| Coral Springs, FL  | Topeka, KS     |
| Corpus Christi, TX | Trumbull, CT   |
| Dallas, TX         | Waco, TX       |
| Fort Collins, CO   |                |
| Fort Myers, FL     |                |

We use a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that College Park is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of College Park. It will honor the interests of candidates to the extent possible under Georgia law.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the City:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the City so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.

- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Every search that we have conducted has resulted in a selection from our recommended group of candidates. Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- Our style is interactive, that is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment
- According to the International City/County Management Association, the average tenure of a city/county manager is approximately five years. The average tenure of local government chief executives placed by Slavin Management Consultants exceeds seven years.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, sexual orientation, disability or national origin.

## RECRUITMENT APPROACH

We recommend a five-step process as follows:

- Develop job qualifications and requirements for the position - the Recruitment Profile.
- Identify and recruit qualified candidates.
- Evaluate prospective candidates.
- Make recommendations, help in selection and facilitate employment.
- Establish evaluation criteria and follow-up.

Each step of this process is described below.

### **A. Develop the Recruitment Profile**

We will meet with the City Manager and others of her choosing to learn City's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of each search in College Park to gather additional information about the City and to ascertain, the unique challenges of the job and the organization and general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the City to arrive at a general agreement regarding the specifications for the position. The final profile will include information about the region, the City of College Park, the City government, the Police Department, the Chief of Police position, current issues, preferred management and leadership characteristics, major issues to be faced, and the selection criteria established by the City.

### **B. Identify Qualified Candidates**

We will first review our database to find prospective candidates who we may already know and/or already have on file that meet your specifications. Although the above process is valuable, we will rely most heavily on our own contacts in related fields and on our own experience. In other words, through "networking," we will conduct a professional search for the best-qualified candidates and invite them to

apply for the position. In this effort, we utilize appropriate professional organizations, our established contacts and our knowledge of quality jurisdictions and their employees.

We will prepare position specific classified announcements and develop a targeted marketing program utilizing professional websites and publications. We will acknowledge all resumes received and thoroughly screen all potential candidates.

### **C. Evaluate Prospective Candidates**

#### ***Preliminary Screening and Progress Report***

Criteria for preliminary applicant screening will be contained in the approved recruitment profile. They will include such items as education, technical knowledge, experience, accomplishments, management and leadership style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that the most qualified candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy. We will then meet with the City Manager to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the City's specifications. With guidance from the City we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine City's expectations relative to finalist candidate interviews including process details, scheduling, any public participation, candidate travel support, interview questions that we will write as well as the candidate rating and scoring processes.

### **D. Selection and Employment**

#### ***In-depth Screening and Final Report***

At this point we will interview those semifinalist candidates whom the City has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct internet searches, criminal history, civil court records and driving record checks. At the City's option, we can arrange for assessment centers and/or psychological (or similar) testing of the candidates. (These optional items will result in extra cost.)

We will then meet with the City Manager to present a group of well-qualified finalist candidates for interviews in College Park. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the City that should produce the final selection decision.

Our final report will be presented in a meeting with the City Manager. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains detailed information

about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the City, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the City and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of College Park and that any public statement should come from the City directly. Under no conditions will we release information to the media unless specifically directed by the City to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, will continue to work for the City until a suitable candidate is recruited and hired by the City.

#### **E. Establish Evaluation Criteria**

Once the new Chief of Police has been on board for 30 days or so, we will conduct a session with the City Manager and the new employee to establish mutual performance criteria and goals for the position.

#### **F. Follow-up**

We will follow-up with the City and the new employee during the first year and assist in making any adjustments that may be necessary.

#### **G. Reporting**

We will keep the City informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the City.

#### **H. Deliverables**

Deliverables will include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the City and the selected candidate.

SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

#### **I. Guarantees**

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work until the City is satisfied with the candidates and a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the City through our efforts.
- We will never actively recruit any candidate who we have placed nor will we actively recruit any employee from a client organization for at least two years from the completion date of an assignment.

## QUALIFICATIONS OF KEY PERSONNEL

### Robert E. Slavin, President

Mr. Slavin will manage and serve as the lead consultant for this project. He is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

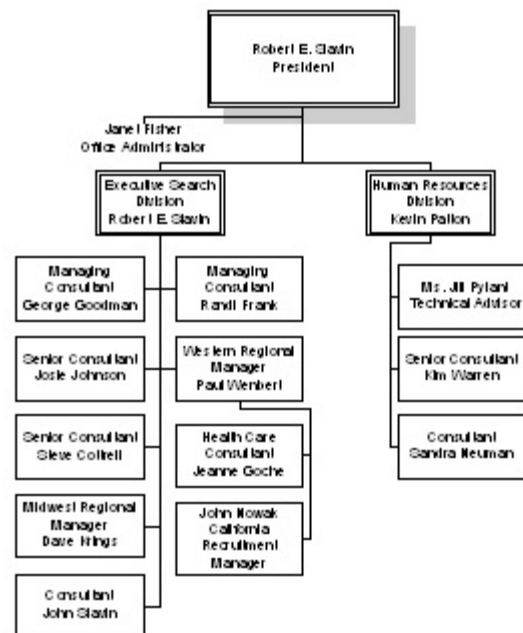
Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward. He is a Certified Professional Consultant to Management by the National Bureau of Certified Consultants.

### Organizations

- International City/County Management Association
- International Personnel Management Association
- Government Finance Officers Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee

### Slavin Management Consultants





- Society for Human Resources Management
- Certified Management Consultant (National Bureau of Certified Consultants)
- National Forum for Black Public Administrators
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

***Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant***

**Professional Summary**

- Achievement oriented Certified Public Manager (Florida State University), possessing more than thirty-five years of progressively responsible experience in municipal administration at the city manager, deputy city manager and assistant city manager levels, primarily in the State of Florida
- Extensive experience with state-level leadership and mentoring of other public managers through the Florida City and County Managers Association
- Extensive experience and success with state and federal intergovernmental relations and special appropriations
- Proven track record for local government and community project development/ redevelopment projects
- Strong financial background, including organization downsizing, and profitability assurance

**Professional Experience**

***City of Greenville, North Carolina***

**City Manager August 2012 – August 2017 (Retirement)**

Greenville, North Carolina, 90,000+ population, \$131.2 M total budget, including \$82.6 million General Fund Budget, 750 full-time employees.

***City of Casselberry, Florida***

**City Manager January 2007 – January 2012**

Casselberry, Florida, 26,000 population (approx), \$40.5 million General Government Budget, including \$18 million General Fund Budget

***City of Gainesville, Florida***

**Assistant City Manager February 2004 – January 2007**

Gainesville, Florida, 120,000 population, \$212 million General Government Budget, including \$92 million General Fund Budget

**Interim City Manager October 2004 – September 2005**

Directed all City of Gainesville general government operations and departments

**Assistant City Manager February 2004 – October 2004**

***City of Lakeland, Florida***

**Assistant City Manager**

**Deputy City Manager, Assistant to the City Manager**

**May 1986 - February 2004**

Lakeland, Florida, 86,000 population, \$250 million total budget

***City of Grand Rapids, Michigan***

**Management Analyst 1982 - 1986**

Grand Rapids, MI, 200,000 population, \$200 million total budget

***Administrative Assistant, Community Enrichment Services Group***

**Education**

**University of North Carolina, Chapel Hill, N.C.**

*Master of Regional Planning*

**University of Georgia**, Athens, GA  
*BA (Geography and Political Science)*

**Professional Certifications**

- International City/County Management Association (ICMA), Credentialed Manager - 2004
- Florida State University, Certified Public Manager - 2003
- Florida Public Labor Relations Association, Certificate in Labor Relations - 2003
- National Forum for Black Public Administrators Executive Leadership Institute - 1988-89
- Florida Redevelopment Association Certified Redevelopment Administrator - 2011

**David Krings, ICMA-CM, SMC Regional Manager**

Mr. Krings has 38 years experience at the top levels of state, county, and municipal governments. He is internationally recognized as a state and local government management practitioner and consultant. Mr. Krings has been on the professional staff of governors in both Wisconsin and Arkansas. He served as the County Administrator in Peoria County, (Peoria) Illinois and Hamilton County, (Cincinnati) Ohio. Both Hamilton County and Peoria County received national recognition for innovative, quality management during Mr. Krings' tenure. Mr. Krings also served as the Assistant Executive Director for Ramsey County (St. Paul) Minnesota.

Mr. Krings has an M.A. in Public Policy and Administration from the University of Wisconsin-Madison and a BA from Carroll College (Waukesha, Wisconsin). He has also studied at schools in Denmark and Mexico. In 2005 Mr. Krings began his encore career, still in public service, but in a much broader capacity than in prior years. He is the part-time Administrator of Lockland, Ohio. He served as the part-time Advisor to the Mayor in Newtown, Ohio. He has had scores of consulting engagements with local jurisdictions and not-for-profits (largely through TechSolve, a not-for-profit consulting firm). He has been certified as a local government expert in litigation involving local governments. He has been on an advisory board of a company providing inmate telephone services (DC Telesystems). In 2009 he associated with the firm Good Energy to consult with local governments in the provision of cost saving electricity purchasing. He is also a managing consultant for Slavin Management Consultants.

Highlights from Mr. Krings' 13 years as Hamilton County Administrator include:

- Responsible for \$2.3 billion budget;
- Oversaw more than \$1 billion in development of Cincinnati riverfront including construction of a new NFL football stadium and a MLB baseball park;
- Developed small, minority, and female business development program;
- Governing Magazine and Syracuse University gave Hamilton County fourth highest grade among America's large urban counties for overall management;
- Gold Seal for Good E-Governance from National Academy of Public Administration;
- Top rated web site from National Association of Counties;
- Numerous Government Finance Officers Association of United States and Canada awards for Distinguished Budget Presentation; and
- ICMA Center for Performance Measurement Certificate of Distinction;

***Organizations (Current and Past)***

- ICMA—Past President and Board Member
- National Association of County Administrators (NACA)—Past President and Board Member
- First person to be President of both ICMA and NACA
- Recipient of American Society for Public Administration chapter Good Government Award
- Adjunct professor for University of Cincinnati and faculty member of University of Illinois, Community Information and Education Service

## PROJECT SCHEDULE

This search will likely take between sixty (60) and ninety (90) days to complete and will follow the following pattern:

STEPS	DAYS			
	1-30	30-45	45-60	60-360
1. Develop Search Process, Recruitment Profile and Advertising Program for City Approval	✓			
2. Identify Qualified Candidates, Review Data Base, Network, Receive and Review Resumes	✓	✓		
3. Screen & Evaluate Prospective Candidates		✓		
4. Progress Meeting and Report		✓		
5. Interview and Evaluate Prospective Candidates		✓	✓	
6. Submit Final Report and Recommendations, Assist in Selection, Facilitate Employment			✓	
7. Establish Evaluation Criteria and Follow-up				✓

## REFERENCES

**Ms. Julie E. Roeder, PHR**  
 Human Resources & Risk Management Director  
 City of Evans  
 1100 37th Street  
 Evans, Colorado 80620  
 970-475-1138 – office  
 City Manager Search (2016)  
[jroeder@evanscolorado.gov](mailto:jroeder@evanscolorado.gov)

**Mr. Darin Atteberry**  
 City Manager  
 City of Fort Collins  
 300 LaPorte Ave.  
 Fort Collins, CO 80521  
 Phone: (970) 221-6505  
 Police Chief Search (2011)  
 Deputy City Manager Search (2014)  
 City Attorney Search (2015)  
[datteberry@fcgov.com](mailto:datteberry@fcgov.com)

**Mr. Saeed Kazemi, P.E.**  
 City Manager  
 City of Fort Myers  
 2200 Second Street  
 Fort Myers, FL 33901  
 (239) 321-7022  
 Police Chief Search (2016)  
[skazemi@cityftmyers.com](mailto:skazemi@cityftmyers.com)

**Mr. Sam Trager**  
 Human Resources Director  
 City of Milton  
 2006 Heritage Walk  
 Milton, GA 30004  
 (678) 242-2516  
 Police Chief Search (2016)  
[sam.trager@cityofmiltonga.us](mailto:sam.trager@cityofmiltonga.us)

**Ms. Missie Pustejovsky**  
 Human Resources Director  
 City of Waco  
 300 Austin Avenue  
 Waco, TX 76702  
 (254) 750-5791  
 Police Chief Search (2016)  
[missiep@wacotx.gov](mailto:missiep@wacotx.gov)

**Ms. Renee Wheeler**  
 Human Resources Manager  
 City of Stockbridge  
 4640 North Henry Blvd  
 Stockbridge, GA 30281  
 (770) 389-7908  
 City Manager Search (2017)  
[rwheeler@cityofstockbridge-ga.gov](mailto:rwheeler@cityofstockbridge-ga.gov)

## FEE STRUCTURE

### Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop Position Profile/Prepare Advertising	36		34	75	\$2,550
2. Identify & Recruit Candidate/ Acknowledge Resumes	36		36	75	\$2,700
		35	35	35	\$1,225
3. Preliminary Candidate Screening	16		16	75	\$1,200
		4	4	35	\$140
4. Progress Report to City /Reduce Candidate Pool	12		12	75	\$900
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semifinalist candidates)	38		38	75	\$2,850
		16	16	35	\$560
6. Arrange for & Schedule Final Interviews	4		4	75	\$300
7. Prepare Final Report with Interview Questions and Selection Criteria	8		8	75	\$600
		16	16	35	\$560
8. Present Final Report and Attend Interviews	12		12	75	\$900
9. Assist in Employee Selection	2		2	75	\$150
10. Negotiate Employment Agreement	4		4	75	\$300
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	178	79	252		
<b>TOTAL PROFESSIONAL FEE</b>					<b>\$15,215</b>

**Expenses (not-to-exceed)**

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Our client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

**Office Costs Include:** Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

**Consultant reimbursable expenses** to support the executive search project described in this proposal **will not exceed 50%** of the professional fee (**\$7,607.50**). Therefore, the total not-to-exceed cost to the City for the proposed services will not exceed **\$22,822.50**.

**Expenses for consultant/candidate site visits and final candidates to travel to College Park** for interviews **are not covered by this proposal**. These costs vary widely and are impossible to anticipate at the beginning of a search. However, these costs are controlled by the City through prior approval of the finalist candidates.

Should the City's needs result in additional project scope that significantly increases costs it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the City in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new City Manager accepts employment with the City. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. A pro-forma invoice showing the level of accounting detail we will provide is included as an exhibit to this.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out this work. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability if any will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Georgia.

**SIGNATURE PAGE**

This proposal is presented for Slavin Management Consultants by:

SIGNATURE: Robert E. Slavin

NAME: Robert E. Slavin

TITLE: President

DATE: April 7, 2021

# EXHIBITS



## PROFILE OF THE CITY

Fort Myers is located on the lower west coast of Florida, midway between Tampa and Miami and has a current population of approximately 69,413 residents. The City encompasses 48.82 total square miles, including waterways, and is bordered to the north and west by the Caloosahatchee River which is part of the intercoastal waterway connecting the Atlantic Ocean and the Gulf of Mexico.

The original town site of Fort Myers consisting of 139.45 acres was platted by Major James Evans of Nonsemond County, Virginia in the early fall of 1876 shortly after he acquired title to the fort site from the Federal government. The actual survey was made by Julian Arista, Deputy Surveyor of Monroe County, in which Fort Myers was then located. The plat was recorded in Key West in December 1876.

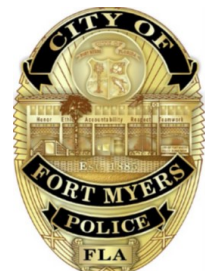
## OUTSTANDING OPPORTUNITY TO SERVE

THE CITIZENS OF

**FORT MYERS, FLORIDA**

AS THEIR NEXT

# CHIEF OF POLICE





Much of the land in the original town was deeded by Evans to pioneers who had settled there and the streets were laid out to connect with the property they were occupying. This explains the irregularity of the street plan that has caused surveyors trouble ever since.

Not more than ten families lived in Fort Myers at the time the town plat was recorded. Fort Myers was a frontier cow town in every meaning of the term. The number of inhabitants slowly increased by the mid-1880s. By then, approximately 50 families were living within the town limits which had been expanded to take in a subdivision opened by Major Evans. The need for public improvements and better law enforcement led the residents to incorporate the settlement as a town. This was done at a meeting of 45 electors on August 12, 1885. Town officials were chosen at the same meeting.

The City of Fort Myers is part of the Fort Myers-Cape Coral Metropolitan Statistical Area (MSA) which includes all of Lee County. The general concept of a metropolitan statistical area is one of a large population nucleus, together with adjacent communities that have a high degree of economic and social integration within that nucleus. Fort Myers is the cultural and trade center for Lee County and the surrounding area. Commercial fishing in Lee County is a year-round operation with shrimp fleets making their homeports in Fort Myers and Fort Myers Beach. For recreation, the Thomas Edison and Henry Ford Winter Estates offer tours of their exhibits including a museum, botanical gardens and research laboratory. The Barbara B. Mann Performing Arts Hall, located on the campus of Edison State College, operates year round and provides opportunities to see traveling artist and Broadway productions. A state-of-the-art Spring training ballpark and player development complex became the new home to the Boston Red Sox in 2012.

Prior to the great recession, Fort Myers experienced rapid growth with strong residential appreciation and commercial construction. The effects of the great recession, which began in December 2007, caused the City to lose \$3.0 billion, or 42 percent of its tax base between the fiscal years of 2009 and 2013. However, the Lee County Property Appraiser's report of certified taxable values released on July 1, 2014 indicated an overall increase in valuation of 9.2 percent, adding \$386,332,396 to the City's tax base from \$4,200,257,846 to \$4,586,590,242. New construction contributed \$151,977,621, or 3.6 percent, to the increase along with existing property values increasing 5.6 percent. The increases support the nationwide trends of a recovering real estate market.

Improvements in the national economy and the housing markets are important factors to Southwest Florida since they impact the timing and level of households moving to the region. Due to the City's desirable location near the Gulf of Mexico and speculative construction, the City's population grew 13 percent to 68,819 in



#### City of Fort Myers Selected Demographic Information

Racial Makeup	
White (Non-Hispanic or Latino)	44.6%
Black or African American	32.3%
Hispanic or Latino	20.0%
All Other Races	3.1%
Gender and Age Makeup	
Males	50.1%
Females	49.9%
Under 18 years	22.7%
Over 18 years	77.3%
Under 5 years	7.3%
65 years and older	14.4%
Educational Levels	
High School Grad or Higher	80.2%
Bachelor's Degree or Higher	23.9%
Personal Income	
Median Household Income	\$37,360
Persons in Poverty	27.7%
Note: Statistical information was retrieved from the 2010 Census data and the United States Department of Labor.	

2009 compared to 61,412 in 2005. Consistent with national and statewide trends, local economic conditions weakened considerably as the City experienced the effects of the economic downturn and the City's population deteriorated to 62,298 in 2010. Solid job growth, declining unemployment and stronger consumer confidence augment the recent increase in the City's population, currently at a peak of 69,413 for 2014. While this increase is not as rapid as past years, the City is growing quickly. In fact, from 2010 to 2014 the City grew 11.4 percent compared to a national average of 3.1 percent.

Rapid population growth means a high share of the economy is related to construction, and that means the economy is very sensitive to declines in population growth. After reaching a high of 11.2 percent in September 2010, the City's unemployment rate as of September 2014 was 5.7 percent compared to 5.9 percent nationally. The housing market continues its resurgence and the construction industry is expected to create more jobs than any other industry. Despite the massive numbers of foreclosure homes for sale, builders managed to find increasing numbers of buyers and activity for new housing. For regional employment markets, the Florida TaxWatch Economic Preview for January 2015 reported that the Fort Myers-Cape Coral MSA was expected to have the most vibrant employment market in the first quarter of 2015, in comparison to 99 other MSAs across the nation.

During the past ten years, the City's expenditures related to public safety experienced the greatest increase, not only in amount but also as a percentage of total expenditures in governmental funds (currently 51.2 percent, reflecting a ten-year increase of 20.4 percent). A major contributor to this increase is the salaries and benefits for police and firefighters escalating at a faster rate than for the City's general employees. The City successfully negotiated pension reform packages with the three City Pension Plan boards in the past two years, and the fiscal year 2015 budget incorporates Police pension reform savings of \$800,000.

During the same ten-year period, taxes related to governmental funds increased not only in amount but also as a percentage of total revenues in governmental funds (currently 64.7 percent, reflecting a ten-year increase of 16.8 percent). While the City recognized increases in taxable value as a result of expansion and redevelopment efforts within the City, the decline in valuation during the great recession impacted the City's available resources as the City adjusted its millage rate to supplement decreases in other revenue sources such as grants, which declined 11.4 percent over the last ten years as a percentage of total revenues in governmental funds.

## THE FORT MYERS MUNICIPAL GOVERNMENT

The City of Fort Myers operates under a council-manager form of government. The Council consists of a Mayor elected at-large and six council members elected by wards. All serve staggered, four-year terms and elections are held in November of odd numbered years.

Currently, Fort Myers City Council Members are bright and dedicated to doing what is best for the community. They are collegial and have a great deal of respect for the abilities of City staff. The Council appoints two officials: the City Manager and the City Attorney.

The City provides traditional municipal services including Community Re-development, Engineering, Fire, Parks, Police, Recreation, Solid Waste, Streets and Utilities (water & wastewater). It also operates a cemetery, an event center, museum, children's science museum, and municipal marina.

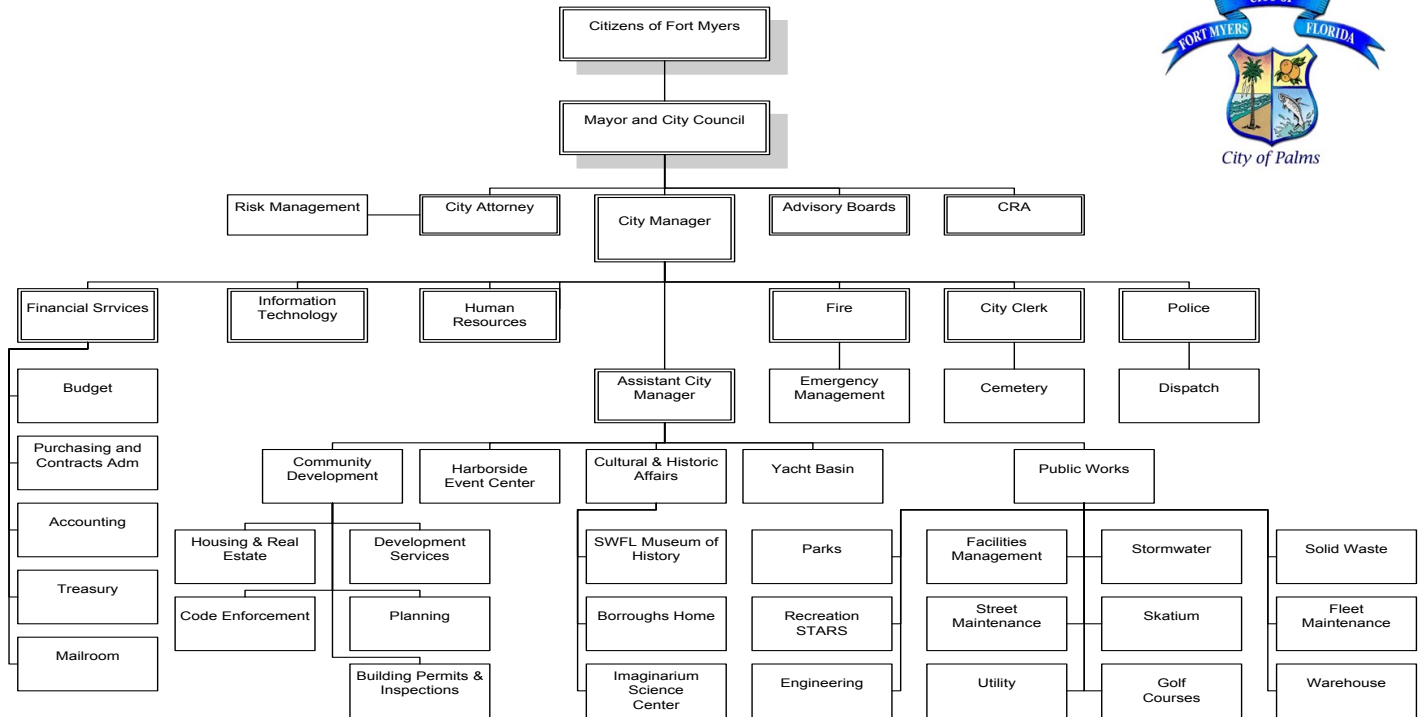
Fort Myers is a full service City with a staff of approximately 918 full-time employees and 92 part time employees. The City's general fund budget is more than \$94 million. Its total budget is more than \$298 million.

Additional information about Fort Myers is available at:

[www.cityftmyers.com](http://www.cityftmyers.com)



# City of Fort Myers Organizational Chart



## ABOUT THE FORT MYERS POLICE DEPARTMENT

The City of Fort Myers Police Department is a professional organization with 185 sworn officers and 77 civilian employees. The Department's FY 2016 budget is approximately \$38.5 million. The Chief of Police reports directly to the City Manager and is responsible for the overall management of the City's Police Department. These responsibilities include developing the Department's vision and direction by establishing priorities, goals and objectives to meet the needs of the community, establishing effective community relations programs that provide education and assistance, and the development of an effective law enforcement service through modern law enforcement policing procedures.

### Accreditation

The Fort Myers Police Department was awarded the Commission on Accreditation for Law Enforcement Agencies (C.A.L.E.A.) accreditation in 2011. The award was the result of years of intense work researching and revising Department policies and procedures to ensure compliance with the best-practice standards. In 2014, the Department had a second on-site assessment and was

## FORT MYERS POLICE DEPARTMENT

### Purpose:

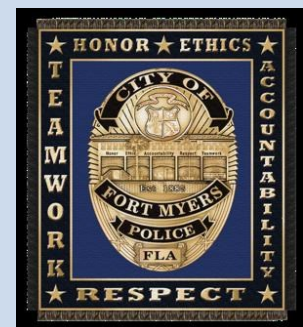
Exceptional public safety and service through quality partnerships

### Mission

- Recruit highly engaged personnel
- Improved customer satisfaction
- Increased presence *in* community based programs
- Reduction of violent crimes in the city.

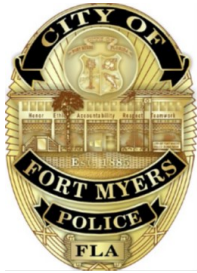
**Values** — (This is actually on our patrol vehicles) spells HEART

- **Honor:** One's word is given as a guarantee
- **Ethics:** The greater good to the greatest number, through professional and moral conduct
- **Accountability:** An obligation and willingness to accept responsibility for one's actions
- **Respect:** Willingness to show consideration or appreciation to all
- **Teamwork:** A cooperative effort by a group of persons acting together in the interests of a common cause.



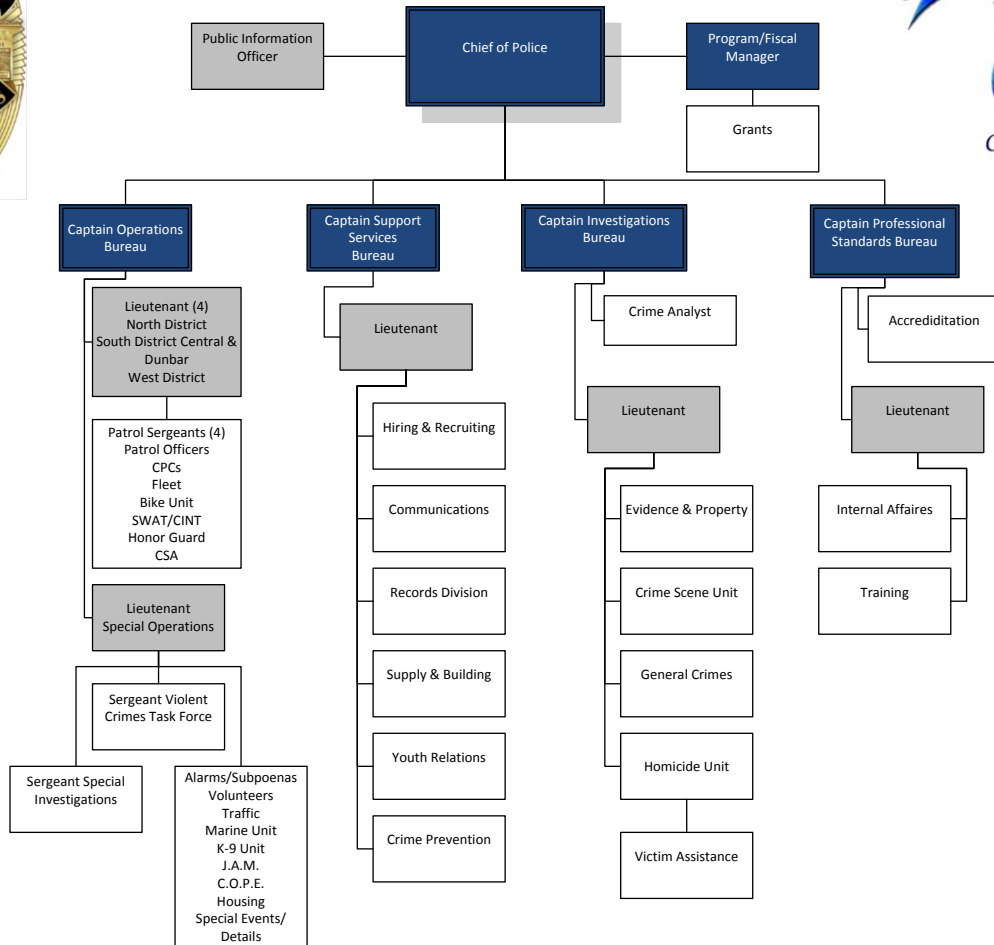
awarded reaccreditation.

In 2012, the Police Department also earned accreditation from the C.F.A. (Commission for Florida Law Enforcement Accreditation, Inc). This is a prestigious honor as only 152 agencies in the State of Florida have earned this designation. In 2015, the Police Department earned reaccreditation after a second successful on-site assessment.



## Fort Myers Police Department

Organizational Chart



### Crime Trend Data

The following information is related to "Part 1" U.C. R. Crime. U.C. R. or Uniform Crime Report Program collects statistical information on crime. "Part 1" Crimes include Murder, Manslaughter, Forcible Sex Offences, Robbery, Aggravated Assault, Burglary, Auto Theft and Larceny-Theft.

Fort Myers Crime Comparison	2010	2011	2012	2013	2014	2015
	Est. Pop. 62,298	Est. Pop. 63,266	Est. Pop. 66,835	Est. Pop. 67,081	Est. Pop. 69,413	Est. Pop. 72,395
<b>UCR Part 1 Crimes</b>	3,397	3,788	3,100	3,031	2,945	2,952
<b>Violent Crimes</b>	698	770	754	752	769	744
<b>Non-Violent Crimes</b>	2,699	3,018	2,346	2,279	2,176	2,208
<b>Calls for Service</b>	197,957	191,549	205,360	205,422	192,609	195,274
<b># of Sworn Officers</b>	176	175	175	175	175	176

## OPPORTUNITIES, ISSUES AND CHALLENGES (Not Prioritized)

- ◆ The perception that police treatment is unequal in different sections of the City.
- ◆ The City's crime rate is low; the clearance rate is about 30%; however, the number of calls for service per officer is high and human and fiscal resources are tight.
- ◆ The Department's executive management team is highly capable and well regarded.
- ◆ The new Chief must provide his or her strong personal commitment and energy to ensuring that the Department fully reflects the diversity of the City, understands cultural uniqueness and cherishes the richness of a diverse community.
- ◆ Finding new and innovative methods in the face of increasing demands for service and diminishing resources.
- ◆ Evaluate all FMPD resources: human, financial, programs and equipment; ensure that they are being deployed effectively and efficiently.
- ◆ The Police Department needs to continue to improve the Department's hiring and promotional efforts so that the workforce truly reflects the demographics of the community it serves.
- ◆ FMPD needs to be more proactive, open and forthcoming and less defensive in communicating with the public.
- ◆ FMPD should reinforce its reputation for being a model Department.

## JOB SUMMARY AND QUALIFICATIONS

The Fort Myers Chief of Police is appointed by and serves at the pleasure of the City Manager. He or she is responsible for the proper management of all aspects of FMPD. The Chief serves as official spokesperson for FMPD, providing information to the news media and public as needed. The Chief's objective is to enforce and ensure the general welfare and safety of the lives and property of all Fort Myers residents, visitors and business personnel. In Fort Myers, the Police Chief has traditionally been provided considerable independent discretion and initiative.

### Qualifications:

The City is looking for a candidate with a proven track record as a government law enforcement manager. The new Police Chief shall maintain the highest level of ethics, integrity, accountability, and honor. The selected candidate must be an effective leader with outstanding interpersonal skills, have a talent for communications at all levels of the organization, possess strong management skills, and have demonstrated organizational skills. The new Chief must have demonstrated, through experience, the ability to successfully direct, manage, and affect confidence in Police Department personnel thereby enabling them to effectively reduce crime and build community relations throughout the City. The new Chief will know, understand and be experienced in modern policing skills including community-oriented policing. He or she will have demonstrated success with programs that address the reduction of criminal activity.

Requirements include but are not limited to Bachelor's degree in Criminal Justice Administration or Public Administration or related field and eight years' command level experience in law enforcement or related work; or equivalent combination of education and experience. Must possess a valid Florida Driver's License with an acceptable driving record and meet requirements of State Police Minimum Standards as authorized in F.S. 943.13. Prefer graduation from the FBI National Academy



(FBI), the Southern Police Institute (SPI) or the Northwestern University Center for Public Safety (NUCPS). Competitive salary with excellent benefits, with beginning salary negotiable depending on qualifications (DOQ).

This position will be open until filled. To apply, please submit your resume and cover letter without delay to:

Robert E. Slavin, President

**SLAVIN MANAGEMENT CONSULTANTS**

3040 Holcomb Bridge Road, Suite A-1  
Norcross, Georgia 30071

Phone: (770) 449-4656

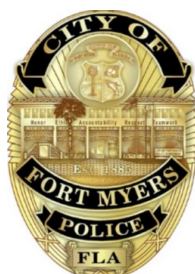
Fax: (770) 416-0848

E-mail: [slavin@bellsouth.net](mailto:slavin@bellsouth.net)

Web site: [www.slavinweb.com](http://www.slavinweb.com)



Note: Under Florida Law, resumes are public documents and will be provided to the media upon request. Please call prior to submitting your resume if confidentiality is important to you.



**AN EQUAL OPPORTUNITY RECRUITER/EMPLOYER**

**PRO FORMA INVOICE**

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INVOICE DATE: \_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

Progress billing for professional services  
rendered in connection with our agreement:

(Invoice \_\_ of \_\_) \$XXXX.XX

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX

Total Expenses \$XXXX.XX

**TOTAL INVOICE** **\$XXXX.XX**

**PARTIAL LIST OF SMC PLACEMENTS ( 2020)**

CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Bothell, WA	46,000	City Manager	8/24/16	11/7/16	Slavin/ Wenbert	Mayor Andy Rheaume (206) 999-8835 andy.rheaume@bothellwa.gov
Buncombe County, NC	260,000	County Manager	10/29/18	1/7/19	Slavin/ Lipscomb	Chair Brownie Newman (828) 243-0107 newman@buncombecounty.org
Corpus Christi, TX	285,000	City Manager	12/13/18	4/10/19	Slavin/ Wenbert	Mayor Joe McComb (361) 826-3100 joemccomb@cctexas.com
Corinth, TX	20,600	City Manager	8/15/16	12/3/16	Slavin/ Krings	Guadalupe Ruiz Human Resources Director (940) 498-3277 gruiz@cityofcorinth.com
Danville, KY	17,000	City Manager	9/16/20	11/30/20	Slavin/Frank	Mayor Mike Perros (859) 238-1200 mayor@danvilleky.org
Dothan, AL	68,500	City Manager	9/12/18	3/21/19	Slavin	Mayor Mark Saliba (334) 615-3110 mayor@dothan.pog
Evans, CO	21,400	City Manager	10/4/16	1/20/17	Slavin/ Wenbert	Mayor John Morris (970) 475-2209 jmorris@evanscolorado.gov
Georgetown, SC	10,000	City Administrator	3/14/19	5/31/19	Slavin	Mayor Brendon Barber (843) 545-4175 bbarber@cogsc.com
Georgetown County, SC	61,000	County Administrator	11/22/19	3/11/20	Slavin/Lipscomb	Board Chair John Thomas (843) 327-3718 johnthomas@gtcounty.org
Greenville, NC	84,500	City Manager	3/15/17	6/11/17	Slavin	Mayor PJ Connelly (252) 329-4419 amthomas@greenvillenc.gov
Laredo, TX	250,000	City Manager	11/21/19	4/14/20	Slavin/Krings	Carolina "Carol" Thurkettle Talent Management Admr (956) 791-7412 cthurkettl@ci.laredo.tx.us
Lubbock, TX	340,000	City Manager	7/18/16	10/28/16	Slavin/ Wenbert	Mayor Dan Pope (806) 775-2010 dpope@mylubbock.us
Mount Dora, FL	12,500	City Manager	4/20/16	7/29/16	Slavin	Ms. Gwen Johns City Clerk Ph: (352) 735-7126 johnsg@cityofmountdora.com
Orlando, FL	290,000	Fire Chief	4/30/19	8/22/19	Slavin/Lipscomb	Ms. Ana Palenzuela HR Director (407) 246-2057 ana.palenzuela@cityoforlando.net
Metro/Plan Orlando	3-County MPO	Executive Director	3/23/18	6/1/18	Slavin	Mr. Jason S. Loschiavo, CPA Director of Finance & Admin MetroPlan Orlando (407) 481-5672 Ext. 310 jloschiavo@metroplanorlando.org



CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Metropolitan Washington COG (D.C.)	Regional COG & MPO	Chief Financial Officer	3/23/19	9/20/19	Slavin/Frank	Mr. Chuck Bean, Executive Director (202) 962-3214 cbean@mwkog.org
Portage, MI	47,000	City Manager	6/25/19	8/30/19	Slavin/ Krings	Mr. Joseph La Margo City Manager (269) 329-4400 lamargoj@portagemi.gov
Volusia County, FL	550,000	Deputy County Manager	3/18/19	7/21/19	Slavin/Lipscomb	Mr. George Recktenwald County Manager (386) 736-5920 grecktenwald@volusia.org

## **CLIENT LIST BY CATEGORY**

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The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

### **MUNICIPALITIES**

Aiken, South Carolina	Corinth, TX
Albany, Georgia	Creedmoor, North Carolina
Alpharetta, Georgia	Culver City, California
Anaheim, California	Dallas, Texas
Ann Arbor, Michigan	Davenport, Iowa
Arlington, Texas	Davie, Florida
Arlington Heights, Illinois	Decatur, Georgia
Arvada, Colorado	Decatur, Illinois
Atlanta, Georgia	Delray Beach, Florida
Atlantic Beach, Florida	Del Rio, Texas
Asheville, North Carolina	Denton, Texas
Auburn, Maine	Destin, Florida
Aurora, Colorado	Dothan, Alabama
Austin, Texas	Dubuque, Iowa
Bartlesville, Oklahoma	Duluth, Georgia
Bentonville, Arkansas	Dunedin, Florida
Bergenfield, New Jersey	Durham, North Carolina
Berkeley, California	Eagle Pass, Texas
Beverly Hills, California	East Brunswick Township, New Jersey
Birmingham, Alabama	Edmond, Oklahoma
Bisbee, Arizona	Elgin, Illinois
Blacksburg, Virginia	Enfield, Connecticut
Bloomington, Illinois	Englewood, Colorado
Bothell, WA	Escondido, California
Boynton Beach, Florida	Evanston, Illinois
Branson, Missouri	Fort Collins, Colorado
Brea, California	Fort Lauderdale, Florida
Bridgeport, Connecticut	Fort Smith, AR
Broken Arrow, Oklahoma	Fort Worth, Texas
Brownsville, Texas	Frankfort, Kentucky
Bryan, Texas	Franklin, Tennessee
Burbank, California	Frisco, Colorado
Camarillo, California	Gainesville, Florida
Carson, California	Gainesville, Georgia
Cary, North Carolina	Galesburg, Illinois
Casper, Wyoming	Garden City, New York
Chapel Hill, North Carolina	Glastonbury, Connecticut
Charlotte, North Carolina	Glendale, Arizona
Cherry Hills Village, Colorado	Glen Ellyn, Illinois
Chesapeake, Virginia	Golden, Colorado
Clearwater, Florida	Grand Rapids, Michigan
Cleveland, OH	Greensboro, North Carolina
Columbia, Missouri	Gulfport, Florida
Columbus, Georgia	Hardeeville, SC
Concord, New Hampshire	Hemet, California
Coral Springs, Florida	Hercules, California
Corpus Christi, Texas	Highland Park, Illinois
Corta Madera, California	Hollywood, Florida

Homestead, Florida  
 Huntington Beach, California  
 Independence, Missouri  
 Independence, Kansas  
 Iowa City, Iowa  
 Jacksonville Beach, Florida  
 Jupiter, Florida  
 Kalamazoo, Michigan  
 Kansas City, Missouri  
 Lake Worth, Florida  
 Lakewood, Colorado  
 Lapeer, Michigan  
 Laramie, Wyoming  
 Laredo, Texas  
 Lenexa, Kansas  
 Liberty, Missouri  
 Lillburn, Georgia  
 Little Rock, Arkansas  
 Long Beach, California  
 Longmont, Colorado  
 Manassas, Virginia  
 Mansfield, Massachusetts  
 Maplewood, Missouri  
 Marshfield, Missouri  
 Miami Beach, Florida  
 Milwaukie, Oregon  
 Minneapolis, Minnesota  
 Miramar, Florida  
 Modesto, California  
 Muscatine, Iowa  
 Neptune Beach, Florida  
 Newark, Delaware  
 New Smyrna Beach, Florida  
 Norfolk, Virginia  
 Norman, Oklahoma  
 North Las Vegas, Nevada  
 North Miami Beach, Florida  
 Northglenn, Colorado  
 North Port, Florida  
 Norwich, Connecticut  
 Oberlin, Ohio  
 Ocean City, Maryland  
 Oceanside, California  
 Olathe, Kansas  
 Oklahoma City, Oklahoma  
 Orlando, Florida  
 Oxnard, California  
 Palm Bay, Florida  
 Palm Beach Gardens, Florida  
 Palo Alto, California  
 Panama City, Florida  
 Park Ridge, Illinois  
 Pasadena, California  
 Peoria, Illinois  
 Phoenix, Arizona  
 Pittsburg, Kansas  
 Pompano Beach, Florida  
 Portage, Michigan  
 Pueblo, Colorado  
 Richmond, California  
 Richmond, Virginia  
 Riverside, California  
 Riverview, Michigan  
 Roanoke, Virginia  
 Rock Hill, South Carolina  
 Rockville, Maryland  
 Sacramento, California  
 St. Louis Park, Minnesota  
 Salem, Oregon  
 San Diego, California  
 San Fernando, California  
 San Francisco, California  
 San Jose, California  
 San Juan Capistrano, California  
 Sandersville, Georgia  
 Santa Ana, California  
 Santa Monica, California  
 Sarasota, Florida  
 Shaker Heights, Ohio  
 Simi Valley, California  
 Sioux City, Iowa  
 Snellville, Georgia  
 South Brunswick Township, New Jersey  
 Springfield, Missouri  
 Steamboat Springs, Colorado  
 Stratford, Connecticut  
 Storm Lake, Iowa  
 Sunnyvale, California  
 Sunrise, Florida  
 Takoma Park, Maryland  
 Topeka, Kansas  
 Titusville, Florida  
 Thornton, Colorado  
 Traverse City, Michigan  
 Topeka, Kansas  
 Turlock, California  
 Upper Arlington, Ohio  
 Urbana, IL  
 Urbandale, Iowa  
 Valdez, Alaska  
 Venice, FL  
 Virginia Beach, Virginia  
 Waco, Texas  
 Warrensburg, Missouri  
 Washington, Illinois  
 West Des Moines, Iowa  
 West Hartford, Connecticut  
 West Hollywood, California  
 West Palm Beach, Florida  
 Wichita, Kansas  
 Windham, Connecticut  
 Winston-Salem, North Carolina  
 Winter Park, Florida  
 Worthington, Minnesota  
 Ypsilanti, Michigan

**COUNTIES**

Adams County, Colorado	Martin County, Florida
Alameda County, California	McHenry County, Illinois
Albemarle County, Virginia	Mecklenburg County, North Carolina
Arapahoe County, Colorado	Mendocino County, California
Beaufort County, South Carolina	Mesa County, Colorado
Broward County, Florida	Moffat County, Colorado
Brown County, Wisconsin	Monterey County, California
Buffalo County, Nebraska	Muscatine County, Iowa
Buncombe County, North Carolina	New Kent County, Virginia
Chaffee County, Colorado	Orange County, New York
Cass County, Michigan	Orange County, North Carolina
Chesterfield County, Virginia	Palm Beach County, Florida
Clark County, Nevada	Peoria County, Illinois
Cobb County, Georgia	Pinellas County, Florida
Dade County, Florida	Polk County, Florida
Dunn County, Wisconsin	Prince William County, Virginia
Eagle County, Colorado	Ramsey County, Minnesota
Escambia County, Florida	St. Louis County, Minnesota
Fairfax County, Virginia	Saline County, Kansas
Forsyth County, Georgia	San Diego County, California
Fremont County, Colorado	San Luis Obispo County, California
Fresno County, California	San Mateo County, California
Fulton County, Georgia	Sarasota County, Florida
Georgetown County, South Carolina	Sedgwick County, Kansas
Glynn County, Georgia	Seminole County, Florida
Gunnison County, Colorado	Sonoma County, California
Hall County, Georgia	Springettsbury Township, Pennsylvania
Hamilton County, Ohio	Spotsylvania County, Virginia
Johnson County, Kansas	Tazewell County, IL
Ketchikan-Gateway Borough, Alaska	Volusia County, Florida
Lake County, Florida	Wake County, North Carolina
Lake County, Illinois	Washtenaw County, Michigan
La Plata County, Colorado	Whiteside County, Illinois
Leon County, Florida	Whitfield County, Georgia
Lincoln County, North Carolina	Yolo County, California
Livingston County, Illinois	
Los Angeles County, California	

**OTHER ORGANIZATIONS****Development Groups**

Arrowhead Regional Development, Duluth, Minnesota  
 Columbia Development Corporation, South Carolina  
 Fresno Economic Development Commission, California  
 Fresno Redevelopment Authority, California  
 GoTopeka, Inc., Kansas  
 Lincoln Road Development Corporation, Miami Beach, FL  
 Los Angeles, California, Community

Redevelopment Agency  
 Mid-American Regional Council, Kansas City, Missouri  
 West Palm Beach Downtown Development Authority, Florida

**Housing Authorities**

California Housing Finance Agency  
 Jefferson County Housing Authority, Alabama  
 Las Vegas Housing Authority  
 Memphis Housing Authority, Tennessee  
 Ocala Housing Authority, Florida

Peoria Housing Authority, Illinois

### **Libraries**

Birmingham, Alabama Public Library  
 Central Arkansas Library System  
 Lexington, Kentucky Library System  
 Metropolitan Library System of Oklahoma  
 Moline Public Library

### **Non-Profits and Other Governmental Jurisdictions**

California State Government  
 CDC Federal Credit Union, Atlanta, Georgia  
 District of Columbia  
 Fresno Employment and Training Commission, California  
 Jefferson County Personnel Board, Alabama  
 Local Government Insurance Trust, Maryland  
 Los Angeles, California Department of Community Public Health Los Angeles,  
 California Music Center Operating Company  
 Los Angeles Olympics Organizing Committee  
 Metropolitan Nashville, Tennessee Arts Commission  
 Parkland Hospital, Texas  
 Southwest Florida Regional Planning Council

### **Professional Associations**

American Public Works Association  
 Association of County Commissioners, Georgia  
 Georgia Municipal Association  
 International City/County Management Association  
 Iowa League of Cities  
 Missouri Municipal League

### **School Districts**

Adams County School District #14, Commerce City, Colorado  
 Lake Sumpter Community College, Florida  
 Dallas Independent School District, Texas

### **Transportation Agencies**

Alameda-Contra Costa Transit District, Oakland, California  
 Bay Area Rapid Transit District, Oakland, California  
 Dallas Area Rapid Transit District, Dallas, Texas  
 Greater Dayton Regional Transportation Authority  
 Kalamazoo County Transportation Authority  
 Lee County Port Authority, Florida  
 Metra (Chicago Commuter Rail System)  
 MetroPlan Orlando (MPA)  
 Port Everglades Authority, Fort Lauderdale, Florida  
 Orlando - Orange County Expressway Authority  
 Port of Sacramento, California  
 Riverside Transit Agency, California  
 San Francisco Bay Area Rapid Transit District, California  
 Sarasota/Manatee Airport Authority, Florida  
 Southern California Rapid Transit District

### **Utilities**

Columbus Water Works, Georgia  
 Greater Peoria Sanitation District  
 Gulf Shores Utilities  
 Metropolitan Sewer District of Greater Cincinnati, Ohio  
 Orange Water and Sewer Authority (North Carolina)  
 Public Works Commission of Fayetteville, North Carolina  
 Rivanna Solid Waste Authority, Virginia  
 Rivanna Water and Sewer Authority, Virginia  
 Sacramento Municipal Utility District, California  
 South Florida Water Management District  
 Spartanburg Utility District, South Carolina

## ***EEO STATEMENT***

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Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- We will ensure that we do not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology.
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

## **SMC SEXUAL HARASSMENT POLICY**

Slavin Management Consultants (SMC) is committed to providing a workplace that is free from sexual harassment. Sexual harassment in the workplace is against the law and will not be tolerated. Should the company determine that an allegation of sexual harassment is credible, it will take prompt and appropriate corrective action.

### What Is Sexual Harassment?

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- An employment decision affecting that individual is made because the individual submitted to or rejected the unwelcome conduct; or
- The unwelcome conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or abusive work environment.
- Certain behaviors, such as conditioning promotions, awards, training or other job benefits upon acceptance of unwelcome actions of a sexual nature, are always wrong.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person or via e-mail;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to or brushing up against a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure their employees to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment. A victim of sexual harassment can be a man or a woman.
- The victim can be of the same sex as the harasser.
- The harasser can be a supervisor, co-worker, other company employee, or a non-employee who has a business relationship with the Slavin Management Consultants.

### SMC's Responsibilities Under This Policy:

If SMC receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, SMC will take immediate and effective measures to end the unwelcome behavior. SMC is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

SMC will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). SMC will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. It is a violation of both federal law and this policy to retaliate against someone who has reported possible sexual harassment. Violators may be subject to discipline.

Employees who have been found by SMC to have subjected another employee to unwelcome conduct of a sexual nature, whether such behavior meets the legal definition of sexual harassment or not, will be subject to discipline or other appropriate management action. Discipline will be appropriate to the circumstances, ranging from a letter of reprimand through suspensions without pay of varying lengths to

separation for cause. A verbal or written admonishment, while not considered formal discipline, may also be considered.

#### Employees' Rights and Responsibilities Under This Policy

Any employee who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

If the employee does not wish to communicate directly with the offending person, or if such communication has been ineffective, the employee has multiple avenues for reporting allegations of sexual harassment and/or pursuing resolution.

Employees are encouraged to report the unwelcome conduct as soon as possible to his or her supervisor or to the President of SMC.

In addition to reporting sexual harassment concerns to a responsible SMC official, employees who believe they have been subjected to sexual harassment may elect to pursue resolution in several ways, including:

**Mediation:** Mediation is an informal way to resolve office problems using a trained mediator who facilitates communication between the parties to the dispute. If an employee chooses to attempt resolution through mediation, management is obligated by Company policy to send a representative to the table. If a resolution is not reached, the parties may continue to pursue their rights in any other appropriate forum.

**EEO processes:** All SMC employees can file an Equal Employment Opportunity (EEO) complaint with the United States Equal Employment Commission (EEOC). An employee who wishes to file a complaint under EEO procedures must consult an EEO counselor within 45 days of the alleged incident. It is not necessary for an employee to complain to his/her supervisor before approaching an EEO counselor, nor to attempt informal resolution through mediation or other means. EEOC contact information:  
<https://eeoc.com>. Phone 1 (800) 669-4000

All SMC employees are required to comply with this policy. Employees are also expected to behave professionally and to exercise good judgment in work-related relationships, whether with fellow employees, business colleagues, or members of the public with whom they come into contact in the course of official duties. Further, all employees are expected to take appropriate measures to prevent sexual harassment. Unwelcome behavior of a sexual nature should be stopped before it becomes severe or pervasive and rises to a violation of law.



**MINORITY AND WOMEN PLACEMENTS**

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>ALACHUA COUNTY, FL</b>	County Administrator			X
<b>ALBANY, GA</b>	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
<b>ASPEN, CO</b>	City Manager		X	
<b>AUSTIN, TX</b>	City Auditor		X	
	City Manager		X	
	Police Chief			X
<b>BERKELEY, CA</b>	City Manager	X		
	Public Works Director			X
<b>BEVERLY HILLS, CA</b>	Sanitation Director	X		
	Library Director		X	
<b>BOCA RATON, FL</b>	City Manager		X	
	Asst. City Manager		X	
<b>BOTHELL, WA</b>	City Manager		X	
<b>BOISE, ID</b>	Chief Financial Officer	X		
<b>BROWARD COUNTY, FL</b>	Assistant Director of Equal Employment	X	X	
	Director of Budget	X		
<b>BOISE, ID</b>	Chief Financial Officer		X	
<b>BRYAN, TX</b>	Municipal Court Judge		X	
	City Manager		X	
<b>BUNCOMBE COUNTY, NC</b>	County Manager	X	X	
<b>CAMARILLO, CA</b>	City Clerk		X	
<b>CARSON, CA</b>	Planning Director		X	
<b>CHAPEL HILL, NC</b>	Transportation Director		X	
	Human Resources Director		X	
<b>CHARLOTTE COUNTY, FL</b>	County Attorney		X	
<b>CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)</b>	Director of Security	X		
<b>CHARLOTTE, NC</b>	Neighborhood Services Director	X		
<b>COLUMBIA, MO</b>	Police Chief	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>CORINTH, TX</b>	Director of Economic Development			X
<b>CORPUS CHRISTI, TX</b>	City Manager			X
<b>CULVER CITY, CA</b>	Finance Director			X
<b>DALLAS INDEPENDENT SCHOOL DISTRICT (TX)</b>	Chief Financial Officer	X	X	
<b>DALLAS, TX</b>	City Attorney		X	
<b>DECATUR, GA</b>	Chief of Police	X		
<b>DISTRICT OF COLUMBIA</b>	Executive Director Alcoholic Beverage Regulations Commission		X	
<b>DURHAM, NC</b>	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
<b>ESCAMBIA COUNTY, FL</b>	Assistant County Administrator	X		
<b>ESCONDIDO, CA</b>	Civic Center Construction Mgr		X	
<b>FRANKFORT, KY</b>	City Manager		X	
<b>EVANSTON, IL</b>	City Manager		X	
<b>FRESNO, CA (PIC)</b>	Executive Director	X		
<b>FORT COLLINS, CO</b>	City Attorney		X	
<b>FORT LAUDERDALE, FL</b>	Fire Chief	X		
<b>FORT MYERS, FL</b>	City Manager	X		
	Police Chief	X		
<b>FORT WORTH, TX</b>	Auditor General		X	
	Police Chief	X		
<b>FRANKLIN, TN</b>	Director of Community Development		X	
<b>FRESNO, CA (PIC)</b>	Executive Director	X		
<b>GAINESVILLE, FL</b>	Equal Employment Director	X		
<b>GEORGETOWN, SC</b>	City Administrator		X	
<b>GEORGETOWN COUNTY, SC</b>	County Manager	X	X	
<b>GLASTONBURY, CT</b>	Human Resources Director	X	X	
<b>GLENWOOD SPRINGS, CO</b>	City Manager		X	
<b>GREENBELT HOMES, INC. (MARYLAND)</b>	Executive Director		X	
<b>GREENSBORO, NC</b>	Assistant City Manager	X		
<b>GREENVILLE, NC</b>	City Manager	X	X	
<b>HAMILTON COUNTY, OH</b>	Jobs and Family Services Director		X	
<b>HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD</b>	Executive Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>HOLLYWOOD, FL</b>	City Manager	X		
<b>JUPITER, FL</b>	Assistant to the City Manager		X	
	Public Works Director			X
<b>KALAMAZOO, MI</b>	City Manager		X	
	Assistant City Manager		X	
<b>LAKE COUNTY, FL</b>	County Attorney		X	
<b>LAKE COUNTY, IL</b>	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
<b>LAKE COUNTY, IL HEALTH DEPARTMENT</b>	Executive Director		X	
<b>LAKE WORTH, FL</b>	Utilities Customer Services Manager	X		
<b>LA PLATA COUNTY, CO</b>	Human Services Director		X	
<b>LAREDO, TX</b>	City Manager			X
<b>LEE COUNTY, FL</b>	County Administrator		X	
	Human Resources Director	X		
<b>LINCOLN ROAD DEVELOPMENT CORP.</b>	Executive Director		X	
<b>LONG BEACH, CA</b>	Police Chief	X	X	
	Executive Director, Civil Service Commission			
<b>LONGMONT, CO</b>	City Manager			X
<b>LONGVIEW, CO</b>	Assistant City Manger		X	
<b>LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY</b>	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
<b>LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY</b>	Executive Director	X	X	
	Deputy Exec. Dir.			X
<b>LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH</b>	Public Health Director	X		
<b>LOS ANGELES OLYMPICS ORGANIZING COMMITTEE</b>	Human Resources Director	X	X	
	Director of Venues		X	
<b>METROZOO (MIAMI FL)</b>	Director of Marketing		X	
<b>MEMPHIS (TN) HOUSING AUTHORITY</b>	Executive Director	X		
<b>MIAMI (FL) OFF-STREET PARKING SYSTEM</b>	Finance Director			X

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)</b>	Executive Director	X	X	
<b>MIRAMAR, FL</b>	City Manager		X	
<b>MONTEREY COUNTY, CA</b>	Hospital Administrator	X		
<b>MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES</b>	Executive Director	X	X	
<b>MOUNT DORA, FL</b>	City Manager		X	
<b>NOAH DEVELOPMENT CORPORATION</b>	Executive Director	X		
<b>NEWARK, DE</b>	City Manager	X		
<b>NORFOLK, VA</b>	Human Resources Director	X		
	Senior Engineer		X	
<b>NORFOLK, VA</b>	Social Services Director	X		
<b>OAK PARK, IL</b>	Village Manager		X	
<b>OCALA (FL) PUBLIC HOUSING AUTHORITY</b>	Executive Director	X		
<b>OBERLIN, OH</b>	City Manager		X	
<b>ORLANDO, FL</b>	Fire Chief	X		
<b>ORMOND BEACH, FL</b>	City Manager	X		
<b>OKLAHOMA CITY, OK</b>	City Manager	X		
<b>PALM BAY, FL</b>	Human Resources Director		X	
<b>PALM BEACH COUNTY, FL</b>	Assistant County Administrator		X	
<b>PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD</b>	Executive Director		X	
<b>PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT</b>	Executive Director		X	
<b>PALM BEACH GARDENS, FL</b>	City Manager (1992) City Manager (1999)		X	X
<b>PALO ALTO, CA</b>	City Attorney		X	
<b>PARKLAND, FLORIDA</b>	City Manager		X	
<b>PEORIA (IL) PUBLIC HOUSING AUTHORITY</b>	Executive Director	X		
<b>PHOENIX, AZ</b>	Chief of Police			X
<b>PRINCE WILLIAM COUNTY, VA</b>	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
<b>RICHMOND, CA</b>	City Manager	X		
<b>RICHMOND, VA</b>	Director of Public Health	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>ROANOKE, VA</b>	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
<b>ROCKVILLE, MD</b>	Assistant City Manager		X	
<b>SACRAMENTO, CA</b>	Human Resources Director	X	X	
<b>SAGINAW, MI</b>	Police Chief			X
<b>SAN DIEGO, CA</b>	City Manager	X		
<b>SAN FRANCISCO, CA</b>	Assistant City Administrator		X	
<b>SAN JOSE, CA</b>	Police Chief	X		
<b>SANTA MONICA, CA</b>	Deputy City Manager		X	
<b>SARASOTA, FL</b>	Human Resources Director	X		
<b>SARASOTA COUNTY, FL</b>	Deputy County Administrator	X		
<b>SELMA, AL</b>	Chief of Police	X		
<b>SHAKER HEIGHTS, OH</b>	City Administrator		X	
<b>SOUTH DAKOTA STATE LEGISLATURE</b>	Chief Legislative Analyst		X	
<b>SUNNYVALE, CA</b>	Public Information Officer		X	
	City Clerk		X	
<b>STRATFORD, CT</b>	Human Resources Director		X	
<b>TAKOMA PARK, MD</b>	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
<b>THORNTON, CO</b>	Public Information Officer		X	
	City Attorney			X
<b>TOPEKA, KS</b>	City Manager	X		
	Police Chief	X		
<b>VALDEZ, AK</b>	City Manager	X		
<b>VENICE, FL</b>	Police Chief		X	
<b>VIRGINIA BEACH, VA</b>	Human Resources Director	X		
<b>VIRGINIA BEACH PARK TRUST (FL)</b>	Executive Director	X		
<b>VOLUSIA COUNTY, FL</b>	County Manager		X	
	Budget Director		X	
	Human Resources Director		X	
	Deputy County Manager		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<b>WACO, TX</b>	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
<b>WAKE COUNTY, NC</b>	Human Services Director			X
<b>THE WEINGART CENTER (LOS ANGELES)</b>	Executive Director		X	
<b>WEST COVINA, CA</b>	Planning Director	X	X	
<b>WEST MIFFLIN, PA</b>	Town Administrator		X	
<b>WEST PALM BEACH, FL</b>	Assistant City Administrator	X	X	
<b>WICHITA, KS</b>	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
	City Manager		X	
<b>WYOMING, OHIO</b>	City Manager		X	
<b>YPSILANTI, MI</b>	City Manager	X		
<b>ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)</b>	Executive Director			X

# PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

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CHIEF OF POLICE  
CITY OF COLLEGE PARK, GEORGIA

April 2021

(This proposal is valid for 90 days)



**Strategic** Government Resources

P.O. Box 1642, Keller, Texas 76244  
Office: 817-337-8581

Jennifer Fadden, President of Executive Recruitment  
[JenniferFadden@GovernmentResource.com](mailto:JenniferFadden@GovernmentResource.com)



April 8, 2021

Dr. Dwight L. Baker, Director of Human Resources and Risk Management  
City of College Park, Georgia

Dear Dr. Baker:

Thank you for the opportunity to submit this proposal to assist the City of College Park in your recruitment for a new Chief of Police. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

I would like to draw your attention to a few key items that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and Best Management Practices.
- SGR's Servant Leadership e-newsletter, where all recruitments conducted by SGR are announced, reaches over 51,000 subscribers in all 50 states.
- SGR will send targeted emails to our opt-in Job Alert subscriber database of over 10,800 law enforcement professionals.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in a myriad of ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent the City desires, during this uncertain time.

We are excited about the prospect of conducting this recruitment for the City of College Park, and we are available to visit with you at your convenience.

Respectfully submitted,

Ron Holifield, Chief Executive Officer

[Ron@GovernmentResource.com](mailto:Ron@GovernmentResource.com)

Cell: 214-676-1691



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## Company Profile

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### Background

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a **full-service firm**, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 22 full-time employees, 2 part-time employees, 17 recruiters, and a number of consultants who function as subject matter experts on a variety of projects.

SGR's corporate headquarters is in the Dallas/Fort Worth Metroplex. SGR also has virtual offices in California, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

### SGR Executive Leadership – Recruitment

- Ron Holifield, Chief Executive Officer
- Jennifer Fadden, President, Executive Recruitment
- Melissa Valentine, Managing Director, Recruitment & Human Resources

View all SGR team members and bios at: [governmentresource.com/about-us/meet-the-team](http://governmentresource.com/about-us/meet-the-team)

## SGR's Unique Qualifications

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### Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of prospects by utilizing our unequaled network of prospects.

- SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 51,000 subscribers in all 50 states.
- We will send targeted emails to over 10,800 opt-in subscribers to SGR's Police Job Alerts.
- Your position will be posted on SGR's Website, [GovernmentResource.com](http://GovernmentResource.com), which has more than 36,000 visitors per month.
- Your position will be posted on SGR's Job Board, [SGRjobs.com](http://SGRjobs.com), which averages more than 16,000 unique visitors per month and has over 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government and the Local Government Hispanic Network.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitment through via our website, servant leadership e-newsletter, job board, social media, job alert emails, or personal contact.

### Collective Local Government Experience

Our recruiters have years of experience in local government and both regional and national networks of relationships. The entire executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all of the relevant networks as both a peer and insider.

### Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR obviously cannot, and would not, guarantee the makeup of the semifinalist or finalist groups, SGR does have relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

### **Listening to Your Unique Needs**

SGR devotes a significant amount of time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

### **Trust of Candidates**

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is often able to get exceptional prospects to become candidates, even if they have declined to become involved in other recruitment processes. Candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality to the greatest extent possible.

### **Accessibility & Communication**

Your executive recruiter is accessible at all times throughout the recruitment process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis and sends Google alerts articles to keep the applicants informed about the community and opportunity.

### **Comprehensive Evaluation and Vetting of Candidates**

SGR offers a candidate screening process that prevents surprises and ensures in-depth understanding. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain different insights than typically available on a resume
- Online pre-recorded video interviews that allow search committee members, at their convenience, to view candidates in an interview setting prior to the finalist stage of the recruitment process
- Comprehensive media reports that go far beyond automated Google/LexisNexis searches and are customized to each candidate based on where he/she has lived and worked
- Comprehensive automated and anonymous reference checks that provide deep insights on candidates' soft skills from a well-rounded group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise, customized to the organization, for finalist candidates

## Project Personnel

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### Bill Peterson, Senior Vice President

[Bill@GovernmentResource.com](mailto:Bill@GovernmentResource.com)

Cell: 469-450-4442



Bill Peterson has over 40 years of experience in the public safety sector and possesses a unique blend of expertise. Bill joined SGR in 2009 after retiring as Regional Administrator of FEMA. Prior to being appointed by the President of the United States to this role, Bill served for more than 23 years as Fire and EMS Chief and Emergency Management Coordinator in Plano, Texas. He also served as Fire Chief in Waukegan, IL, and with the Bolingbrook and Evergreen Park, IL, Fire Departments. Before entering the career fire service, Bill was a civil engineer for the Natural Resources Division of General Dynamics Corporation.

He has served in board or other key leadership roles with the Society of Fire Protection Engineers, the Institution of Fire Engineers, the International Association of Fire Chiefs, the International Fire Service Training Association, National Fire Protection Association, and the Texas Fire Chiefs Association. He currently serves as a member of the Editorial Advisory Board for Crisis Response Journal in London, England, and as an appointed member of the Local Mitigation Strategy Working Group for Osceola County, Florida.

During his accomplished career, Bill's emphasis on critical thinking, analysis, evaluation, openness to new information, tolerance of ambiguity, and the importance of seeking feedback have allowed him to understand and provide input for national and international policy. In this vein, Bill was also named as Fire Chief of the Year by the International Association of Fire Chiefs and FIRE CHIEF Magazine. He was also recently awarded the *Decoration (Bronze Medal) of Merit for Improving Fire Protection in the Republic of Poland*, by the Minister of the Interior, for the Republic of Poland. Bill holds a Bachelor of Arts in Fire Protection Administration from Lewis University and a Master of Public Administration and Human Relations from Webster University in St. Louis, Missouri. He also is a graduate of the Program for Senior Executives in State and Local Government, John F. Kennedy School of Government at Harvard University.

**WILLIAM E. PETERSON**  
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Kissimmee, FL 34741-7831

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(469) 450-4442 (Mobile)

[Bill@GovernmentResource.com](mailto:Bill@GovernmentResource.com)  
[wppfdtx@aol.com](mailto:wppfdtx@aol.com)

Active Security Clearance: Top Secret

**EXPERIENCE**

February 2009  
To Present

STRATEGIC GOVERNMENT RESOURCES Keller, TX  
**Senior Vice President**

Lead executive search consultant for local government related executive searches. Also serve as the primary technical expert for operational assessments and management consulting in the fields of Fire, EMS and Emergency Management.

June 2014  
To Present

CRISIS RESPONSE JOURNAL Thatcham, Bershire, England (UK)  
**Editorial Advisory Panel Member**

January 2006  
to January 2009

US DEPARTMENT of HOMELAND SECURITY / FEDERAL EMERGENCY  
MANAGEMENT AGENCY Region 6, Denton, TX  
**Regional Administrator**

Appointed Regional Administrator of the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 6, Denton, Texas by President George W. Bush. Responsible for the delivery of DHS/FEMA Disaster Response and Recovery Operations in Arkansas, Louisiana, New Mexico, Oklahoma and Texas.

October 1982  
to January 2006

CITY OF PLANO Plano, TX  
**Fire Chief and Emergency Management Coordinator**

Responsible for the delivery of wide-ranging emergency management, fire protection and emergency medical services to a rapidly growing community of over 265,000 residents in the Dallas metropolitan area.

1979 to 1982

CITY OF WAUKEGAN Waukegan, IL  
**Fire Chief**

1973 to 1982

MORAIN VALLEY COMMUNITY COLLEGE Palos Hills, IL  
**Adjunct Faculty**, Associate Degree Program in Fire Science.

1974 to 1979

VILLAGE OF BOLINGBROOK Bolingbrook, IL  
**Fire Marshal/ Fire Investigator**

1965 to 1974

VILLAGE OF EVERGREEN PARK Evergreen Park, IL  
**Lieutenant/Firefighter** Volunteer, paid-on-call

**EDUCATION**

WEBSTER UNIVERSITY St. Louis, MO  
**Master of Arts Degree**, 1982  
Dual Degree: Public Administration and Human Relations

LEWIS UNIVERSITY Lockport, IL  
**Bachelor of Arts Degree** in Fire Protection Administration, 1978

**PROFESSIONAL DEVELOPMENT**

HARVARD LAW SCHOOL Cambridge, MA  
Program on Negotiation, Negotiating Labor Agreements, 2005

SOUTHERN METHODIST UNIVERSITY Dallas, TX  
Mediation Dispute Resolution Training, Texas Certification, 2003

HARVARD UNIVERSITY Cambridge, MA  
John F. Kennedy School of Government Program for Senior Executives in State and Local Government (FEMA Fire Fellowship), 1985

**PROFESSIONAL AFFILIATIONS****NATIONAL FIRE PROTECTION ASSOCIATION**

- Member, NFPA Standards Council, 1993-1998
- Chair, Fire Inspector Professional Qualifications Technical Committee (1990-2000), and Member, 1982-present
- Chair, Technical Committee on Fire Service Training, 2001-2011
- Member, Technical Committee on Fire Service Training, 1977 - present
- Member, Technical Correlating Committee on Professional Qualifications, 1982-present
- Chair, Technical Correlating Committee on Professional Qualifications, 2010-present
- Member, Technical Committee on Fire Service Organization and Deployment, 1995-1998
- Past Chair, Board of Directors of Fire Service Section
- Past Chair, Southwest Region, Member Advisory Council

**INSTITUTION OF FIRE ENGINEERS**

Morton-in-Marsh, England

- International President, 2004-2005
- Leader, General Assembly, 2002-2003
- International Board, 1999-2006
- Fellow, 24 October 2002
- USA Branch President, 1998-2001
- Executive Committee Member, USA Branch, 1996-2004; 2007-present
- Member, *since* 30 August 1995

**PROFESSIONAL CERTIFICATIONS**

INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS  
Certified Emergency Manager, October 2005; Recertification March 2011

COMMISSION ON CHIEF FIRE OFFICER DESIGNATION  
Chief Fire Officer Designation, August 2002, August 2006, January 2011

NATIONAL PROFESSIONAL QUALIFICATIONS SYSTEM  
Fire Officer I, II, III, IV

TEXAS COMMISSION ON FIRE PROTECTION  
Chief of Department, Certificate 159952

**AWARDS, HONORS**

DECORATION (Bronze Medal) OF MERIT FOR IMPROVING FIRE PROTECTION IN THE REPUBLIC OF POLAND, by the Minister of the Interior, Republic of Poland, October 2015.

AWARDED TITLE OF COMPANION, Institution of Fire Engineers, Board of Directors, Stratford-upon-Avon, England, July 2013.

SPECIAL ACHIEVEMENT AWARD, National Fire Protection Association, May 2013 In recognition of significant contribution to a single project that has

enhanced the NFPA Codes and Standards-making process.

UNITED STATES DEPARTMENT OF HOMELAND SECURITY SERVICE AWARD, For service in the US Department of Homeland Security as Regional Administrator, Region 6, Federal Emergency Management Agency, Michael Chertoff, DHS Secretary, December 2008

CHAIR APPRECIATION AWARD, Federal Executive Board, Dallas - Fort Worth, Texas, For service as Chair of the DFW Federal Executive Board 2007-2008, October 2008

KRZYSZTOF SMOLARKIEWICZ Medal, Serial No. 9  
For exemplary service to the Polish Fire Officer Academy of the national fire service. Warsaw, Poland, June 2005.

COMMITTEE SERVICE AWARD, National Fire Protection Association, May, 2001

FIRE CHIEF OF THE YEAR - 2000, by the International Association of Fire Chiefs and FIRE CHIEF MAGAZINE

AMERICA BURNING - REVISITED, 2000, Appointed by the Director of the Federal Emergency Management Agency to serve on a Federal Commission to review and establish national fire and life safety goals for the United States of America, September 1999 - June 2000.

BENJAMIN FRANKLIN LEADERSHIP AWARD, by the International Association of Fire Chiefs and Motorola, Inc., for courageous leadership meeting the highest standards of excellence in the protection of human life, August, 1997.



## Recruitment Methodology

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A full-service recruitment typically entails the following steps:

- 1. Organizational Inquiry and Analysis**
  - Develop Recruitment Plan and Timeline
  - Individual Interviews with Key Stakeholders
  - Development of Position Profile Brochure
- 2. Advertising and Marketing, Communication with Applicants and Prospects**
- 3. Initial Screening and Review**
- 4. Search Committee Briefing to Facilitate Selection of Semifinalists**
- 5. Evaluation of Semifinalist Candidates**
  - Written Questionnaires
  - Recorded Online Interviews
  - Media Searches - Stage 1
- 6. Search Committee Briefing to Facilitate Selection of Finalists**
- 7. Evaluation of Finalist Candidates**
  - Comprehensive Media Searches - Stage 2
  - Comprehensive Background Investigation Reports
  - DiSC Management Assessments (supplemental service)
  - First Year Game Plan or Other Advanced Exercise
- 8. Interview Process**
  - Face-to-Face Interviews
  - Stakeholder Engagement (may occur earlier in process)
  - Deliberations
  - Reference Checks (may occur earlier in process)
- 9. Negotiations and Hiring Process**
  - Determine the Terms of an Offer
  - Negotiate Terms and Conditions of Employment
  - Press Release (if requested)

## **Step 1: Organizational Inquiry and Analysis**

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### **Develop Recruitment Plan and Timeline**

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

### **Individual Interviews with Key Stakeholders**

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. Individual interviews may include members of the Search Committee, key staff members, peers in other organizations, and/or community leaders to find out more about the position, special considerations, and the political environment. These interviews last approximately 30-60 minutes each and identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the position profile.

### **Development of Position Profile Brochure**

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

## **Step 2: Advertising and Marketing, Communication with Applicants and Prospects**

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### **Advertising and Marketing**

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 51,000 subscribers in all 50 states. We will also send targeted emails to over 10,800 opt-in subscribers to SGR's Police Job Alerts. Your position will be posted on SGR's Website, [GovernmentResource.com](http://GovernmentResource.com), and on SGR's Job Board, [SGRjobs.com](http://SGRjobs.com). SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

### **Communication with Prospects**

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

### **Communication with Active Applicants**

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR utilizes Google Alerts and sends weekly update emails to active applicants regarding the organization and community.

### **Step 3: Initial Screening and Review**

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SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

### **Step 4: Search Committee Briefing / Selection of Semifinalist Candidates**

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At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

### **Step 5: Evaluation of Semifinalist Candidates**

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Reviewing resumes is an important and valuable step in the executive recruitment process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

**Written Questionnaires**

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

**Recorded Online Interviews**

SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

**Media Searches - Stage 1**

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

**Step 6: Search Committee Briefing / Selection of Finalist Candidates**

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Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

**Step 7: Evaluation of Finalist Candidates**

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**Comprehensive Media Searches - Stage 2**

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: <http://bit.ly/SGRSampleMediaReport>.

### **Comprehensive Background Investigation Reports**

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: [bit.ly/SGRSampleBackgroundReport](http://bit.ly/SGRSampleBackgroundReport).

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

### **DiSC Management Assessments (supplemental service)**

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: [bit.ly/SGRDiscProfileSample](http://bit.ly/SGRDiscProfileSample). For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: [bit.ly/SGRDiscTeamReport](http://bit.ly/SGRDiscTeamReport).

### **First Year Game Plan or Other Advanced Exercise**

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

## **Step 8: Interview Process**

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### **Face-to-Face Interviews**

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

### **Stakeholder Engagement**

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

### **Deliberations**

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

### **Reference Checks**

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference

checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

## **Step 9: Negotiations and Hiring Process**

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### **Determine the Terms of an Offer**

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

### **Negotiate Terms and Conditions of Employment**

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation “log-jams.”

### **Press Release (if requested)**

Until you have “sealed the deal,” you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

## **Satisfaction Surveys**

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SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

## **Supplemental Service: Post-Hire Team Building Workshop**

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SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: [bit.ly/sampleIOPReports](http://bit.ly/sampleIOPReports).

## Projected Schedule

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*Schedule will be adjusted at the outset of the search to meet the organization's needs.*

Task	Weeks
<ul style="list-style-type: none"> <li>Contract Executed</li> <li>Develop Recruitment Plan, Timeline</li> <li><u>Individual Interviews with Key Stakeholders</u></li> </ul>	Week 1
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Position Profile Brochure</li> <li>Search Committee Reviews and Approves Brochure</li> </ul>	Weeks 2-3
<ul style="list-style-type: none"> <li>Advertising and Marketing</li> <li>Accept Applications</li> <li>Communication with Prospects and Applicants</li> </ul>	Weeks 4-7
<ul style="list-style-type: none"> <li>Initial Screening and Review</li> </ul>	Week 8
<ul style="list-style-type: none"> <li><u>Search Committee Briefing</u> / Select Semifinalists</li> <li>Questionnaires and Recorded Online Interviews</li> <li>Media Searches - Stage 1</li> </ul>	Week 9
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Semifinalist Briefing Books and Online Interviews</li> </ul>	Week 10
<ul style="list-style-type: none"> <li><u>Search Committee Briefing</u> / Select Finalist Candidates</li> </ul>	Week 11
<ul style="list-style-type: none"> <li>Comprehensive Media Searches - Stage 2</li> <li>Comprehensive Background Investigation Reports</li> <li>DiSC Management Assessments (supplemental service)</li> <li>First Year Game Plan or Other Advanced Exercise</li> </ul>	Weeks 12-13
<ul style="list-style-type: none"> <li><u>Deliverable</u>: Finalist Briefing Books</li> </ul>	Week 14
<ul style="list-style-type: none"> <li><u>Face-to-Face Interviews</u></li> <li>Stakeholder Engagement (may occur earlier in process)</li> <li>Deliberations</li> <li>Reference Checks (may occur earlier in process)</li> <li>Negotiations and Hiring Process</li> </ul>	Week 15



## Recruitment Costs & Service Guarantee

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Not-to-Exceed Price: **\$24,900**

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses:**
  - **Position Profile Brochure & Marketing - \$1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Featured job placement on SGR's website
    - Featured ad on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
  - **Up to Two (2) onsite visits** by the Recruiter to the Organization. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. **Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.**

### Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**
- There may be an additional charge for changes made to the Position Profile Brochure after the brochure has been approved by the organization and the position has been posted online.

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional in-person visits (over and above the two (2) in-person visits included in the not-to-exceed price above) by the Recruiter will be billed over and above the not-to-exceed price. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- If desired, the Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- A half-day onsite post-hire team building workshop is offered for \$4,000, plus travel expenses and \$150 per person for I-OPT reports.
- In the unexpected event the organization requests that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

**Billing**

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

**Service Guarantee**

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

## References

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### **City of Celina, Texas**

**Population: 28,000**

Jason Laumer, City Manager

Email: [jlaumer@celina-tx.gov](mailto:jlaumer@celina-tx.gov)

Phone: 972-382-2682

Police Chief recruitment, 2020

### **City of Ann Arbor, Michigan**

**Population: 121,000**

Kimberly Bennett, Recruiting Supervisor

Email: [kbennett@a2gov.org](mailto:kbennett@a2gov.org)

Phone: 734-794-6120

Police Chief recruitment, 2019

### **City of Abilene, Texas**

**Population: 120,000**

Robert Hanna, City Manager

Email: [robert.hanna@abilenetx.gov](mailto:robert.hanna@abilenetx.gov)

Phone: 325-725-5168

Multiple recruitments, including Chief of Police, 2020

### **City of Boynton Beach, Florida**

**Population: 74,000**

Lori LaVerriere, City Manager

Email: [LaVerriereL@bbfl.us](mailto:LaVerriereL@bbfl.us)

Phone: 562-742-6011

Multiple recruitments, including Chief of Police, 2018

### **City of Bainbridge Island, Washington**

**Population: 25,000**

Ellen Schroer, Deputy City Manager

Email: [eschroer@bainbridgewa.gov](mailto:eschroer@bainbridgewa.gov)

Phone: 206-780-8619

Multiple recruitments, including Police Chief, 2019

### **City of Shawnee, Kansas**

**Population: 66,000**

Nolan Sunderman, City Manager

Email: [nsunderman@cityofshawnee.org](mailto:nsunderman@cityofshawnee.org)

Phone: 913-742-6200

Multiple recruitments, including Police Chief, 2020

## SGR Police Recruitments, 2016-Present

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### In Progress

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- Ennis, TX (pop. 20,000) - Police Chief
- Mesquite, TX (pop. 141,000) - Police Chief
- New Braunfels, TX (pop. 90,000) - Police Chief

### 2021

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- Alice, TX (pop. 20,000) - Police Chief
- Bedford, TX (pop. 49,000) - Police Chief
- Celina, TX (pop. 28,000) - Police Chief \*
- Fort Worth, TX (pop. 900,000) - Chief of Police
- Kansas City, KS (pop. 153,000) - Police Chief \*
- Waco, TX (pop. 140,000) - Police Chief

### 2020

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- Abilene, TX (pop. 120,000) - Chief of Police
- Amarillo, TX (pop. 199,000) - Police Chief
- Anna, TX (pop. 15,000) - Police Chief \*
- Argyle, TX (pop. 4,000) - Police Chief
- Bullard, TX (pop. 4,000) - Police Chief
- Plainview, TX (pop. 22,000) - Chief of Police \*
- Round Rock Independent School District, TX - Police Chief
- Shawnee, KS (pop. 66,000) - Police Chief \*
- Temple, TX (pop. 89,000) - Police Chief
- Victoria, TX (pop. 67,000) - Chief of Police

### 2019

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- Ann Arbor, MI (pop. 121,000) - Police Chief
- Bainbridge Island, WA (pop. 24,000) - Police Chief
- Denison, TX (pop. 24,000) - Chief of Police
- Fort Smith, AR (pop. 90,000) - Police Chief \*
- Lubbock, TX (pop. 250,000) - Police Chief
- Olathe, KS (pop. 142,000) - Police Chief
- Plano, TX (pop. 284,000) - Police Chief \*
- Princeton, TX (pop. 12,000) - Police Chief
- Sunnyvale, TX (pop. 6,000) - Police Chief

## 2018

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- Angleton, TX (pop. 20,000) - Police Chief
- Arvada, CO (pop. 117,000) - Police Chief
- Boynton Beach, FL (pop. 74,000) - Chief of Police
- Eugene, OR (pop. 165,000) - Police Chief
- Fort Smith, AR (pop. 90,000) - Deputy Director-Police Administrative Services \*
- Snyder, TX (pop. 11,000) - Police Chief

## 2017

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- Arlington, TX (pop. 375,000) - Police Chief Administrative Officer \*
- Blaine, MN (pop. 64,000) - Safety Services Manager/Police Chief
- Broken Arrow, OK (pop. 112,000) - Police Chief
- Irving, TX (pop. 236,000) - Chief of Police
- Levelland, TX (pop. 14,000) - Chief of Police
- Midland, TX (pop. 133,000) - Police Chief \*
- Terrell, TX (pop. 17,000) - Chief of Police

## 2016

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- Forney, TX (pop. 16,000) - Police Chief
- Fort Smith, AR (pop. 90,000) - Police Chief \*
- Fort Worth, TX (pop. 812,000) - Assistant Police Director
- Port Arthur, TX (pop. 57,000) - Police Chief
- Richardson, TX (pop. 105,000) - Assistant Chief of Police \*
- Spokane, WA (pop. 210,000) - Police Chief
- Victoria, TX (pop. 62,000) - Assistant Chief of Police \*

*\* SGR conducted “front-end” of search that included development of position profile brochure, marketing, application management, initial screening of applications, virtual briefing with organization, and release of applicants not continuing in the process. At that point, the search was handed off to the organization.*

*Population number is approximate population at the time the recruitment took place.*



# POLICE CHIEF

CITY OF ANN ARBOR, MICHIGAN



EXECUTIVE SEARCH PROVIDED BY STRATEGIC GOVERNMENT RESOURCES



*Motto:*

**TO DELIVER EXCEPTIONAL  
SERVICES THAT SUSTAIN AND  
ENHANCE A VIBRANT, SAFE AND  
DIVERSE COMMUNITY.**

## THE COMMUNITY

Ann Arbor is the fifth largest city in Michigan and the county seat of Washtenaw County. The City is located approximately 40 miles southwest of Detroit and covers 28.6 square miles. The City has a population of 121,477 residents who enjoy convenient access to world-class amenities, exceptional schools, and excellent recreational opportunities.

Ann Arbor was founded in 1824 by John Allen of Virginia and Elisha Rumsey of New York; that same year it became the seat of Washtenaw County. The City has continued to experience major growth since it was founded. Beginning with a population of 50, it is now the largest city in Washtenaw County.

Although Ann Arbor lost the competition to become the state capital to the City of Lansing, it did win the University of Michigan. Since the opening of the U of M in 1841, Ann Arbor has emerged as the education capital of the Midwest. The university significantly shapes Ann Arbor's economy as it employs about 30,000 workers, including about 12,000 in the medical center. The City's economy is also centered around high technology, with several companies drawn to the area by the university's research and development infrastructure.

Ann Arbor is known for its globally-inspired cultural offerings and is home to renowned galleries, museums, and arts non-profits, as well as theatrical and musical organizations that offer performances from local, regional, and international artists. Two of the most recognizable traditions are the Ann Arbor Art Fair and Ann Arbor Summer Festival, in addition to a number of other popular community events held throughout the year.

An urban oasis, the City has 159 city parks and 15 parks facilities, including two golf courses designed by legendary architects, two canoe liverys on the Huron River, indoor and outdoor ice rinks, Ann Arbor Skatepark, three outdoor pools, one indoor pool, Ann Arbor Farmers Market, volunteer programs, a senior center, and trails designed for hiking and cross-country skiing.





## THE COMMUNITY CONTINUED

Ann Arbor Public Schools is a top-rated, public school district. It has 17,233 students in grades PK-12 with a student-teacher ratio of 18 to 1. According to state test scores, 66% of students are proficient in math and 70% in reading.

The results of the 2018 National Citizen Survey (NCS) for the City of Ann Arbor revealed that nearly all resident participants (94%) rated the quality of life in Ann Arbor as excellent or good, which is higher than the national benchmark. Furthermore, 84% of the respondents provided a positive rating for the Ann Arbor Police Department. To learn more about the NCS Community Livability Survey, please review the [report](#).

## CITY ORGANIZATION

The City of Ann Arbor operates under the council-manager/administrator form of government. The City Council consists of the Mayor and ten Council members, two from each of Ann Arbor's five wards. One half of City Council is elected concurrent with the state's general election, in partisan elections, with members serving four-year terms. The Mayor is elected on a partisan ballot every four years concurrent with the gubernatorial election. The Mayor is the presiding officer of the City Council and appoints all Council committee members and members of many boards and commissions, with the approval of City Council.

Howard Lazarus has served as Ann Arbor's City Administrator since June 2016, bringing more than thirty years of diverse experiences to the position. He previously served as the Public Works Director for the City of Austin, Texas.

# ABOUT THE POLICE DEPARTMENT

## *Mission Statement:*

**To provide protection and service to all.**

## *Vision Statement:*

**All Ann Arbor police personnel are partners with the public and city administration to help the community successfully fulfill its desired destiny.**

The Ann Arbor Police Department is a full-service department with many services and units. These include a detective section, traffic services unit, K9, and motorcycle and bicycle patrols, as well as a community engagement unit that includes neighborhood watch and crime prevention. The AAPD road patrol is committed to a community-oriented policing philosophy and strives for a high level of community engagement.

In 2018, the Police Department became 1 of 12 agencies in the state of Michigan that are accredited by the Commission on Accreditation of Law Enforcement Agencies (CALEA). The purpose of CALEA and the Accreditation Program is to improve the delivery of the public safety services by maintaining a body of standards that cover a wide range of up-to-date public safety initiatives.

There are 124 sworn police officers included in the overall staff of 151 in the department, with most employees represented by the Ann Arbor Police Officers Association; Command Officers Association of Michigan; Ann Arbor Police Professional Assistants; Police Service Specialists; American Federal, State, County, and Municipal Employees; and Teamsters.



## ABOUT THE POSITION

The Police Chief has the overall responsibility for the direction and control of the department and, as the Chief Administrative Officer of the department, has both the responsibility for the efficient management and operation of the department and the direction and control of its members for the purpose of the effective and efficient enforcement of all laws and ordinances which the police have the authority to execute.

The Police Chief reports to the City Administrator, informing him/her of important events, criminal conditions, and unusual occurrences within the City. The Chief furnishes statistics and suggestions deemed advisable for the improvement of police services.

## CHALLENGES AND OPPORTUNITIES

The City Council adopted a resolution in October 2018 establishing an Independent Community Police Oversight Commission. The Commission will consist of 11 voting members, one of which will be a youth member, with the inaugural members to be appointed around the same time the Police Chief is selected. The Commission shall provide recommendations to the Police Chief, the City Administrator, and the City Council with respect to matters concerning the department. They will have the ability to review the operations of the Ann Arbor Police Department and aid in the selection of the Police Chief. Ann Arbor's successor Police Chief will need to develop a close working relationship with the Commission as its functional status will be commencing with the appointment of the new Police Chief. A copy of the ordinance establishing the Independent Community Police Oversight Commission can be viewed at: <https://bit.ly/2BrMGhq>

The Police Chief will play an instrumental role in the development of a revised Police Department Strategic Vision that is thoroughly shared with all levels of the organization and with the community to ensure a common understanding of the department's vision, mission, and goals. As part of this process, the department desires to embrace a strong commitment to community policing, increased use of data-driven deployment of personnel, and a commitment to engaging residents and community stakeholders in a proactive and transparent manner.



## CHALLENGES AND OPPORTUNITIES

### CONTINUED

Following an incident in November 2014, which involved the City's first officer-involved shooting incident in 30 years, resulting in the death of a resident during the response to a disturbance call, the City engaged Hillard Heintze to assess the Ann Arbor Police Department in the Independent Analysis of Community Engagement Practices Study. The study focused on the following five areas within the AAPD:

- Community Engagement & Civilian Oversight
- Citizen Complaints & Discipline
- Commission on Accreditation of Law Enforcement Agencies (CALEA) Readiness
- Personnel Management Practices
- Training

As mentioned above, the department became accredited by CALEA in 2018, and the City has subsequently established the Independent Community Police Oversight Commission. The recommendations from this Commission will likely serve as a foundation for other organizational changes the new Police Chief will face in his or her new role.





## IDEAL CANDIDATE

The City of Ann Arbor seeks a progressive, collaborative, customer service-oriented law enforcement professional to serve as its new Police Chief. The ideal candidate must exhibit strong relationship skills with the entire organization and community and possess high emotional intelligence. The successor Police Chief will need to be comfortable and skilled in establishing a close rapport with the Ann Arbor community and its diverse citizenry, especially as the new Independent Community Police Oversight Commission establishes its footing.

Experience with a diverse, highly-engaged university community will be beneficial for the successful candidate. The next Police Chief must embrace a culture of accountability and transparency. The next Chief should be a transformative inspirational leader who is creative, innovative, and energetic. He or she should have a demonstrated history of developing and maintaining strong interagency coordination and partnerships given the relationship in managing large community and sporting events with the Washtenaw County Sheriff's Department and University of Michigan Public Safety Department.

The Police Chief should be a servant leader and be active and visible in the community, personally taking part in civic and community activities and events. Advanced written and oral communication skills are imperative. The chosen candidate should be approachable, ethical, and personable and possess high levels of integrity and honesty. He or she should be able to establish and articulate a clear strategic vision and direction to the department and to the public.

The selected Police Chief will be skilled in creating a positive atmosphere for employees within the department and throughout the organization. The ideal candidate must have the capacity to be an effective mentor and leader for staff. Strong collaboration and team building skills will be necessary for this individual to be successful. The successor Chief will promote non-violent de-escalation techniques as initial department response by its officers. Discernment skills with an eye to anticipate outcomes and mitigate potential negative unintended consequences will be beneficial.

The chosen candidate should have experience with and knowledge of community policing strategies. It is essential that the incoming Police Chief has experience working in an environment with complex collective bargaining labor relations and a proven track record in establishing collaborative, diplomatic working relations with labor and employee associations. The Chief should also understand how to leverage technology to enhance service and increase efficiency.

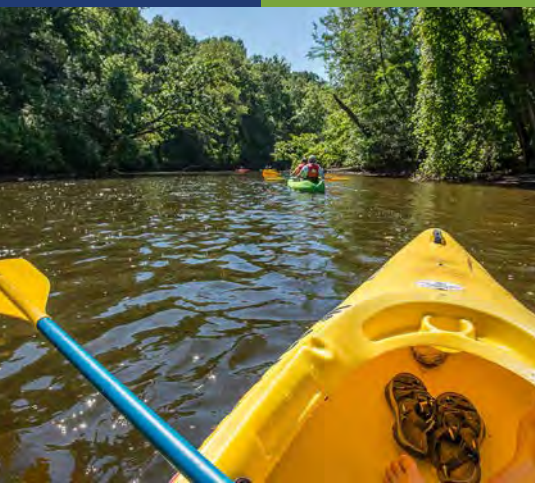


## EDUCATION AND EXPERIENCE

The selected candidate must hold a bachelor's degree from an accredited university with major coursework in criminal justice, political science, public administration, or a related field; a master's degree is preferred. Advanced education and training at the FBI Academy, Southern Police Institute, or a similar institution is required.

The next Police Chief must also possess a minimum of ten years of proven experience at a command level, with at least two years of experience at the executive level (Assistant Chief, Deputy Chief, or Chief). Relevant work experience in a similarly sized city or county with the same complexity as Ann Arbor is preferred. Labor/collective bargaining experience is required.

Out-of-state candidates must be licensed or eligible to be licensed to work as a sworn police officer in the State of Michigan. Individuals who have previous law enforcement training and/or experience may seek eligibility for Michigan Law Enforcement Licensure through the Recognition of Prior Training and Experience (RPTE) program. A waiver of mandatory basic police training may be granted to a person who was previously a police officer in Michigan or another state or to a Michigan pre-service candidate who is seeking additional years of eligibility. Out-of-state candidate applications for the RPTE program will not be accepted unless the candidate has completed at least one year of full-time, fully empowered, paid police service following his/her police training. Out of state applicants can view the Michigan Commission of Law Enforcement Standards at: <https://www.michigan.gov/mcoles/0,4607,7-229--148071--,00.html>



## COMPENSATION AND BENEFITS

The City of Ann Arbor offers a highly competitive starting salary depending on qualifications and experience. The City provides a full range of benefits, including health, dental, and vision insurance; life insurance; Retirement Health Reimbursement Account; hybrid pension plan; paid vacation; sick and personal leave; and tuition reimbursement.

## APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGRCurrentSearches>

For more information on this position contact:

**Doug Thomas, Senior Vice President Recruiting**

Strategic Government Resources

[douglasthomas@governmentresource.com](mailto:douglasthomas@governmentresource.com)

(863) 860-9314



This position will be posted/accepting applications for 30 days. To view the status of this position, please visit: <http://bit.ly/SGRCurrentSearches>

We are proud of our diverse workforce and our commitment to equity and equal opportunity. We do not discriminate on the basis of actual or perceived physical, mental, health-related, personal life, lifestyle, interests, abilities, beliefs, or preferences, etc. The City of Ann Arbor has earned a perfect score on the Human Rights Campaign Foundation's Municipal Equality Index (MEI), which assesses lesbian, gay, bisexual, transgender, and queer equality in more than 500 cities across the nation.

## RESOURCES

**City of Ann Arbor**

[a2gov.org](http://a2gov.org)

**Ann Arbor Police Department**

[a2gov.org/police](http://a2gov.org/police)

**Chamber of Commerce**

[a2ychamber.org](http://a2ychamber.org)

**CVB**

[visitannarbor.org](http://visitannarbor.org)

**Follow Us**



# POLICE CHIEF

CITY OF ENNIS, TEXAS



**ENNIS**  
TEXAS

*The bluebonnet spirit of Texas*

EXECUTIVE SEARCH PROVIDED BY







# THE COMMUNITY

**E**nnis, Texas is built on some of the best in Texas traditions...bluebonnets, railroads, and the legacy of the Old West. Located just 30 minutes south of Dallas and covering 32.75 square miles, it is a thriving business and family-friendly community of nearly 20,000 people.

Established In 1872, Ennis was founded on land purchased by the Houston and Texas Central Railroad (H&TC) for its northern terminus. Cornelius Ennis, the town's namesake, was an early H&TC official, who served as the mayor of Houston from 1856 to 1857. By 1930, Ennis was known as the place "Where Railroads and Cotton Fields Meet." For more than 135 years, Ennis has successfully adapted to a changing economy—from railroad to agriculture to modern industry to become one of the premier locations in the Dallas/Fort Worth area.

The median household income in Ennis is \$54,803, with a median home value of \$127,500.

Major employers include the City of Ennis, Ennis Regional Medical Center, Sterilite, Wal-Mart, GAF, Leggett & Platt, and Polyco. Current commercial developments include Buc-ee's and Fresh Pet.

The city is home to the Ennis Regional Medical Center's new state-of-the-art facility, attracting physicians of every discipline, from general practitioners to specialists. It also boasts an award-winning public education system, with 10 campuses and a total enrollment of almost 6,000.

Quality of life is a key priority for Ennis' citizens. The community is an outstanding place to

grow families, with open spaces and a diverse population. Downtown Ennis, a National Register Historic District, is a vibrant area with numerous shops, boutiques, and eateries lining the historic red-brick streets. With more than 175 acres of city parks, three lakes, and 14 tennis courts, recreational opportunities abound. And nearby Lake Bardwell offers skiing, fishing, swimming, boating, and camping.

Ennis is part of the "Official Bluebonnet Trail of Texas," which boasts 40 miles of rural bluebonnet trails, attracting a multitude of visitors from Texas, as well as around the nation and even from abroad. Other events offered throughout the year include Blues on Main, Ennis Freedom Fest, Christmas Parade of Lights, Ennis Autumn Daze, and the National Polka Festival which was started more than half a century ago to honor the city's Czech heritage.

Ennis is also home to the Texas Motorplex, which draws more than 300,000 drag racing fans every year. Other attractions include the Ennis Railroad and Cultural Heritage Museum, and the Ennis Public Theatre and Theatre Rocks - two live theatres that offer plays and musicals throughout the year.

## CORE VALUES:

### HONESTY

All are treated fairly and equally.  
We don't show favoritism or give special favors.

### INTEGRITY

All are treated with dignity and respect.  
We don't take sides and remain neutral in political matters

### TRANSPARENCY

We conduct business above reproach with utmost respect for the public's right to know, why we do, what we do and how we do it.

## VISION, MISSION PURPOSE:

8.B.b

### VISION

Each resident will have the opportunity to maximize his/her economic potential.

### MISSION

Facilitate the diversified economic growth of our community as the preferred industrial, commercial, retail and residential choice.

### PURPOSE

Enhance the quality of life within our community by promoting continuous economic development for the City.



## ORGANIZATION AND GOVERNANCE

The City of Ennis operates under a Commission-Manager form of government. Policy-making and legislative authority are vested in the City Commission, which consists of a Mayor and six City Commissioners, who are responsible for passing ordinances, adopting a budget, appointing committees, and hiring the City Manager, City Secretary, and the City Attorney. There are five single-member districts, with the Mayor and Mayor Pro-Tem elected on an at-large basis. Commission members are elected for three-year, staggered terms. There is a term limit of three consecutive three-year terms in any one position.

City Manager Marty Nelson is responsible for overseeing day-to-day operations for the city, which is comprised of 16 departments, including the City Manager, City Secretary, City Attorney, Police, Fire, Finance, Human Resources, Communications & Marketing, Downtown Development, Economic Development, Health, Library, Planning & Development, Parks & Recreation, Public Works (including Water, Wastewater, Sanitation), and Tourism. The City employs more than 200 employees who provide municipal services supported by a total annual budget of almost \$90 million. In fiscal year 2020-21, the city's ad valorem tax rate is \$0.724473.

# ENNIS POLICE DEPARTMENT MISSION

The Ennis Police Department will diligently and lawfully endeavor to improve the quality of life for the citizens we serve. We will continue to keep Ennis a safe city in which to live, raise a family, work or own a business. We will strive to serve our community and ensure that all people that have interaction with the Ennis Police Department are treated with courtesy and respect. We will develop strategic relationships with the citizens of Ennis to identify and address safety issues and criminal matters.

## Strategies

- Identify and recognize exceptional performance
- Provide training and educational resources to develop stronger employee and leadership development programs
- Provide innovative technology and training to maximize performance
- Attain a balance of personnel and workload
- Use all available resources to access the effectiveness of our policing practices
- Foster an environment that produces working partnerships with external law enforcement agencies



## ABOUT THE POSITION

The Police Chief reports directly to the City Manager and leads a staff of 35 sworn and 10 civilian personnel. Operating with an annual budget of \$5.4 million, The Chief leads and directs the department's activities including administration, operations, patrol, criminal investigations, and dispatch. The Chief is responsible for ensuring the Department's compliance with state and federal laws and City policies and procedures.

The department recently moved into a new 38,000 sf Public Safety Facility that was funded by bonds paid for by the Crime Control and Prevention sales tax that voters re-approved for a 20-year span in 2019.

# IDEAL CANDIDATE

The City of Ennis seeks an experienced servant leader to become the next Police Chief. The new Chief will be a collaborative and dedicated manager who can lead the department and ensure accountability in the delivery of public safety services to the community.

Attributes of the ideal candidate include:

- An innovator who can evaluate the needs of the community and department and provide solid solutions to meet the goals and objectives of the organization and the community.
- An effective leader who is focused on the community and can foster a culture of integrity and trust.
- A highly visible law enforcement professional and an excellent communicator who can facilitate open dialogue with citizens and stakeholders at all levels.
- A dedicated Chief with a true heart for public service who leads by example and promotes professional development throughout the department.
- An administrator who is committed to diversity in recruiting, training, developing, and leading an exceptional public safety department.



## EDUCATION AND EXPERIENCE

This position requires a bachelor's degree from an accredited college or university in criminal justice, police science, or a related field. A master's degree is preferred. The selected candidate should have a minimum of 10 years of law enforcement experience with at least seven (7) years of command-level experience. Texas law enforcement experience is required.

Graduation from a command leadership program such as the FBI National Academy, Southern Police Institute, Senior Management Institute for Police, Leadership Command College (LCC) through the Law Enforcement Management Institute of Texas (LEMIT) at Sam Houston State University, or a similar program is required.

The incoming Police Chief should possess a current and valid Advanced Law Enforcement Officer Certification from the Texas Commission on Law Enforcement (TCOLE). Possession of a valid Texas driver's license or the ability to obtain one within 90 days of employment is required.



## COMPENSATION AND BENEFITS

The salary range for this position is \$115,00 - \$131,666 depending on qualifications and experience. A full range of insurance, leave, and other benefits is provided. The City of Ennis participates in the Texas Municipal Retirement System (TMRS) at a seven percent employee deposit rate with a 2:1 municipal matching ratio.

## APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGROpenRecruitments>

For more information on this position contact:

**Price Robinson, Senior Vice President**  
 Strategic Government Resources  
[PriceRobinson@GovernmentResource.com](mailto:PriceRobinson@GovernmentResource.com)  
 432-413-5061



The City of Ennis is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check. The selected candidate must be bondable, pass a pre-employment drug screening and/or a post-offer physical exam, and secure a valid Texas driver's license within a reasonable time following appointment.

## RESOURCES

**City of Ennis**  
[ennistx.gov](http://ennistx.gov)

**Ennis Police Department**  
[ennistx.gov/departments/PoliceDepartment](http://ennistx.gov/departments/PoliceDepartment)

**Visit Ennis**  
[visitennis.org](http://visitennis.org)

**Ennis Chamber of Commerce**  
[ennis-chamber.com](http://ennis-chamber.com)

**City of Ennis Brand Video**

**City of Ennis Video TourBook**

## FOLLOW ENNIS PD





## DIRECT PLACEMENT FEE AGREEMENT

Client Company: City of College Park

Position: Police Chief

Date: 04/13/21

Thank you for choosing Ledgent Search Group, a business unit of Roth Staffing Companies, L.P. The following information details the terms under which our candidate(s) commences employment with Client for the above-specified position. All searches are on a contingency basis; there is never a fee unless your company chooses to hire a candidate.

### **I. Guarantee**

A ninety (90) day guarantee is in effect if the fee invoice is paid and received within ten (10) days of the employee's start date. If there is a separation of employment in the first 90 days, we guarantee our best effort replacement of the same position at no cost. This guarantee does not apply if the invoice terms have not been met, or if the candidate is terminated due to a layoff, reorganization, closure, relocation, or principal change in job description or responsibilities.

### **II. Invoice Terms**

Invoices are mailed on the employee's start date from the corporate office of Roth Staffing. Invoice terms are Net Ten (10) on all direct placements. There will be a 6% fee on all unpaid invoices greater than 30 days from original date of invoice.

### **III. Non-Solicitation**

Ledgent Search Group has devoted effort and expense in the identification, selection, and placement of its candidates. In the event a candidate is presented by Ledgent Search Group to Client and is hired by Client for a specified or alternate position as an employee, consultant, or independent contractor, or is hired by another firm or entity to work on behalf of Client within twelve months (12) of the candidate being presented, Client will be responsible for a fee as outlined below. Acceptance of our presented candidates constitutes acceptance of the terms of this fee agreement.

### **IV. Equal Opportunity Employer**

Ledgent Search Group is an equal opportunity employer and refers qualified candidates regardless of their race, sex, age, religion, national origin, disability, veteran status, ancestry, or any other consideration made unlawful by applicable laws. Client shall make hiring decisions relating to candidates referred by Ledgent Search Group in accordance with equal employment opportunity laws.

### **V. References**

Client is responsible for checking references and confirming the accuracy of the candidate's resumes and claims. Any reference checks performed by Ledgent Search Group only provide answers to specific questions asked and are not intended to be an exhaustive check of employment, education and other background information.

### **VI. Fee Structure**

The fee is based upon the new employee's first year compensation, excluding any discretionary and non-guaranteed compensation. The fee for the search named in this agreement is thirty percent (30 %) should our candidate(s) commence employment with Client, or any division, affiliate, or department of Client.

All referrals are made in confidence. I have read and agreed to the above terms and conditions.

**CLIENT:**

**LEDGENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8767

**DATE:** April 12, 2021

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Interim City Manager

**RE:** City Attorney Contract - Fincher Denmark, LLC

**PURPOSE:** Consideration of and action on a request for approval of revisions to the Agreement between the City of College Park and Fincher Denmark, LLC for City Attorney services.

**REASON:** A Request for Qualifications (RFQ) was issued in January 2021 for City Attorney services with three qualified firms submitting proposals. At that time, Fincher Denmark, LLC submitted a flat monthly fee of \$27,000 for general legal services.

**RECOMMENDATION:** Staff recommends City Council approval of the revised agreement with Fincher Denmark, LLC for a flat monthly fee of \$27,000 for general legal services. The Litigation Legal Services shall be billed separately and are not included in the flat monthly fee.

**BACKGROUND:** Fincher Denmark, LLC has been providing legal services to the City for over 30 years and with their institutional knowledge and experience.

**COST TO CITY:** Fincher Denmark, LLC - \$27,000 (flat monthly fee) for General Legal Services and Litigation Services billed at an hourly rate of \$165/hour for attorneys and \$100/hour for paralegals.

**BUDGETED ITEM:** Yes. Account No. 100-1300-52-5450 - Legal Fees

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** April 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A.

**AFFECTED AGENCIES:** N/A.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None.

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A.**STAFF:** City Manager's Office**ATTACHMENTS:**

- City Attorney Agreement\_2021-2022 (PDF)
- City Attorney-Fincher Denmark Agreement\_FY 2020-2021 (PDF)

**Review:**

- Mercedes Miller Completed 04/09/2021 10:05 AM
- Rosyline Robinson Completed 04/12/2021 2:54 PM
- City Attorney's Office Completed 04/14/2021 10:29 AM
- Mercedes Miller Completed 04/14/2021 1:31 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



**CITY ATTORNEY AGREEMENT**  
**2021-2022**

THIS AGREEMENT is entered into between the CITY OF COLLEGE PARK, GEORGIA (the “City”) and FINCHER DENMARK LLC (the “Attorney”) for Attorney to serve as city attorneys for the period commencing on April \_\_\_\_, 2021 and ending on April \_\_\_\_, 2022. This Agreement shall supersede any and all prior Agreements.

1.

FINCHER DENMARK LLC, as Attorney for the City, shall, among other things, serve as legal advisor to the Mayor, City Council, the City Manager, and to City Department Heads on all matters pertaining to their public duties and the affairs of the City; draft all contracts, resolutions, ordinances, leases, or other documents required by the City; and render such other legal services as may be required by the Mayor, City Council, and/or City Manager.

2.

The Attorney shall prosecute or defend any and all suits or actions at law or equity to which the City is or may be a party, or in which the City may be interested, or which may be brought against any officer of the City relating to their public duties, whether individually or in the capacity of such officer as an official of the City. This Agreement recognizes the right of the City’s insurance carriers to designate other legal counsel to represent the City in certain legal actions to which the City may be a party.

3.

It shall be the duty of the Attorney to see to the full enforcement of all judgments or decrees rendered or entered in favor of the City and of all similar interlocutory orders.

4.

The Attorney shall be the legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by the Mayor, City Council, or City Manager. Upon request by the Mayor, City Council, or City Manager, the Attorney shall reduce any such opinion to writing.

5.

It shall be the duty of the Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

6.

It shall be the duty of the Attorney to draft or supervise the drafting of all contracts, leases, or other documents or instruments to which the City may be a party and, upon the request of the Mayor and Council, to draft ordinances covering any subject within the power of the City.

7.

- (a) In consideration of the payment for legal services, the Attorney shall perform the following General Legal Services, which shall be performed after receiving the approval of the Mayor, City Council, or the City Manager:
- (1) Attend regularly scheduled office sessions at City Hall for the purpose of consultations and advice with the City Manager, and Department Heads;
  - (2) Prepare and/or review all contracts, leases, ordinances, documents or other instruments relating to the affairs of the City;
  - (3) Attend regular or special called meetings of Mayor and City Council;
  - (4) Provide telephone consultation and advice to the Mayor, City Council, and City Manager, and provide written legal opinions as requested; and

- (5) Perform all other non-litigation legal tasks, as directed by the Mayor, City Council, or City Manager;
- (b) For General Legal Services, the Attorney shall not bill the City on an hourly rate or based on the number of hours expended. Rather, the City shall pay Attorney a Flat Monthly Fee in the amount of Twenty-Seven Thousand Dollars (\$27,00.00) for such General Legal Services, irrespective of the number of hours expended by Attorney on such matters in a given month.
- (c) Litigation Legal Services performed by the Attorney shall not be included in the Flat Monthly Fee specified herein. Litigation Legal Services shall be billed separately, and the Attorney shall be compensated at the rate of \$165.00 per hour for attorneys and \$100.00 per hour for paralegals. These services shall be performed after receiving the approval of the Mayor, City Council, or the City Manager.
- (d) Litigation Legal Services shall consist of the following services;
  - (1) Initiating and prosecuting lawsuits or other legal actions on behalf of the City or any of its officials;
  - (2) Investigating and responding to ante litem notices or other demands for payment or notices of claim;
  - (3) Defending lawsuits brought against the City or any of its officers;
  - (4) Handling employment or other administrative proceedings before local, state, or federal boards, agencies, or commissions.

## 8.

This Agreement shall become effective on the commencement dated stated herein and shall remain in full force until April \_\_\_\_, 2022, unless extended or terminated between the parties hereto.

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.

WITNESSED AND EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY OF COLLEGE PARK

\_\_\_\_\_  
Bianca Motley Broom, Mayor

FINCHER DENMARK LLC

\_\_\_\_\_  
Winston Denmark, Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY ATTORNEY AGREEMENT**  
**2020-2021**

THIS AGREEMENT is entered into between the CITY OF COLLEGE PARK, GEORGIA (the "City") and FINCHER DENMARK LLC (the "Attorney") for serve as city attorneys for the period ending June 30, 2021, as follows:

1.

FINCHER DENMARK LLC, as Attorney for the City, shall, among other things, serve as legal advisor to the Mayor, City Council, the City Manager, and to City Department Heads on matters pertaining to their duties and the affairs of the City; draft all contracts, resolutions, ordinances, leases, or other documents required by the City; and render such other legal services as may be required by the Mayor, City Council, and/or City Manager.

2.

The Attorney shall prosecute or defend any and all suits or actions at law or equity to which the City is or may be a party, or in which the City may be interested, or which may be brought against any officer of the City relating to their public duties, whether individually or in the capacity of such officer as an official of the City. This Agreement recognizes the right of the City's insurance carriers to designate other legal counsel to represent the City in certain legal actions to which the City may be a party.

3.

It shall be the duty of the Attorney to see to the full enforcement of all judgments or decrees rendered or entered in favor of the City and of all similar interlocutory orders.

4.

The Attorney shall be the legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by the Mayor, City Council, or City Manager. Upon request by the Mayor, City Council, or City Manager, the Attorney shall reduce any such opinion to writing.

5.

It shall be the duty of the Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

6.

It shall be the duty of the Attorney to draft or supervise the drafting of any contract, lease, or other document or instrument to which the City may be a party and, upon the request of the Council, to draft ordinances covering any subject within the power of the City.

7.

- (a) In consideration of the payment for legal services, the City Attorney shall perform the following General Legal Services. These services shall be performed after receiving the approval of the Mayor, City Council, or the City Manager:
- (1) Attend regularly scheduled office sessions at City Hall for the purpose of consultations and advice with the City Manager, and Department Heads;
  - (2) Prepare and/or review all contracts, leases, ordinances, documents or other instruments relating to the affairs of the City;
  - (3) Attend regular or special called City Council meetings;
  - (4) Provide telephone consultations and advise to the Mayor, City Council, and City Manager, and provide written legal opinions as requested; and

- (5) Perform all other non-litigation legal tasks, as directed by the Mayor, City Council, or City Manager;
- (b) For General Legal Services, the Attorney shall not bill the City on an hourly rate or based on the number of hours expended. Rather, the City shall pay Attorney a Flat Monthly Fee in the amount of Thirty-Seven Thousand Dollars (\$37,00.00) for General Legal Services, irrespective of the number of hours expended by Attorney on such matters in a given month.
- (c) Litigation Legal Services performed by the Attorney shall not be included in the Flat Monthly Fee specified herein. Litigation Legal Services shall be billed separately and the Attorney shall be compensated at the rate of \$180.00 per hour for attorneys and \$100.00 per hour for paralegals. These services shall be performed after receiving the approval of the Mayor, City Council, or the City Manager.
- (d) Litigation Legal Services shall consist of the following services;
  - (1) Initiating and prosecuting lawsuits or other legal actions on behalf of the City or any of its officials;
  - (2) Investigating and responding to ante litem notices or other demands for payment or notices of claim;
  - (3) Defending lawsuits brought against the City or any of its officers;
  - (4) Handling employment or other administrative proceedings before local, state, or federal bodies;

## 8.

This Agreement shall become effective upon the date executed, shall apply to the 2020-2021 Fiscal Year for College Park and shall remain in full force until June 30, 2021, unless

extended or terminated between the parties hereto. 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.

WITNESSED AND EXECUTED THIS 22<sup>nd</sup> DAY OF October, 2020.

CITY OF COLLEGE PARK

  
\_\_\_\_\_  
Bianca Motley Broom, Mayor

FINCHER DENMARK LLC

  
\_\_\_\_\_  
Winston Denmark, Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8761

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Jackson Myers, Director of Infrastructure & Development

**RE:** Georgia Department of Transportation (GDOT)

State Route 279 / Old National Highway was reviewed as a part of a Road Safety Audit (RSA) due to crash data that indicated a crash pattern for vehicles and pedestrians. The corridor currently ranks among the top corridors for pedestrian crashes within the state. Several recommendations were identified during the RSA to address the pedestrian crash pattern such as a raised median and pedestrian crossings at locations based on land use, origins and destinations, pedestrian crashes and observed pedestrian crossings in these areas. The land use along SR 279 is primarily commercial with restaurants, businesses, shopping centers and hotels. SR 279 services MARTA bus routes 89 & 189. SR 279 is parallel to I-85 and intersects I-285.

### ATTACHMENTS:

- SR 279 @ Howard Johnson PHB (PDF)
- SR 279 @ 550ft N of I-285 WB Ramp PHB (PDF)

### Review:

- Jackson Myers Completed 04/12/2021 8:38 AM
- Rosyline Robinson Completed 04/12/2021 3:41 PM
- Hugh Richardson Completed 04/12/2021 7:45 PM
- Finance Completed 04/13/2021 3:01 PM
- Mercedes Miller Completed 04/14/2021 1:37 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

Distribution:  
White – Applicant  
Yellow – State Traffic Engineer  
Pink – District Traffic Engineer

Do Not Write In This Space

Application No. S-121-002013-7

Permit No. \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**REQUEST FOR TRAFFIC SIGNAL**

To the Georgia Department of Transportation:

The City of College Park in Fulton County hereby request approval for the use of a traffic signal at the location described below:

**LOCATION**

Local Street names: Old National Highway at 550' North of I-285 WB Exit Ramp

State Route Numbers: 279 at

**TYPE SIGNAL**

Stop and Go     Flashing Beacon     School Beacon     Other

**CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION**

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

**COST OF OPERATION**

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

**INSPECTION AND APPROVAL**

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

**RIGHT TO REVOKE**

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

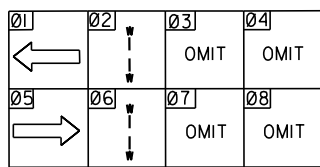
This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_

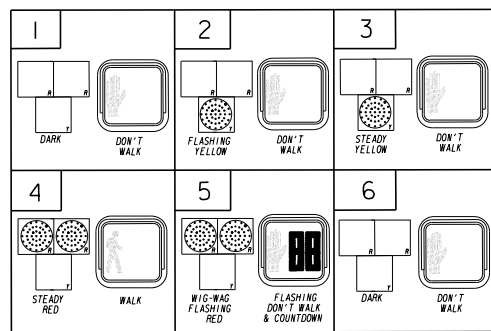
\_\_\_\_\_ Title: \_\_\_\_\_

Clerk

PHASING DIAGRAM



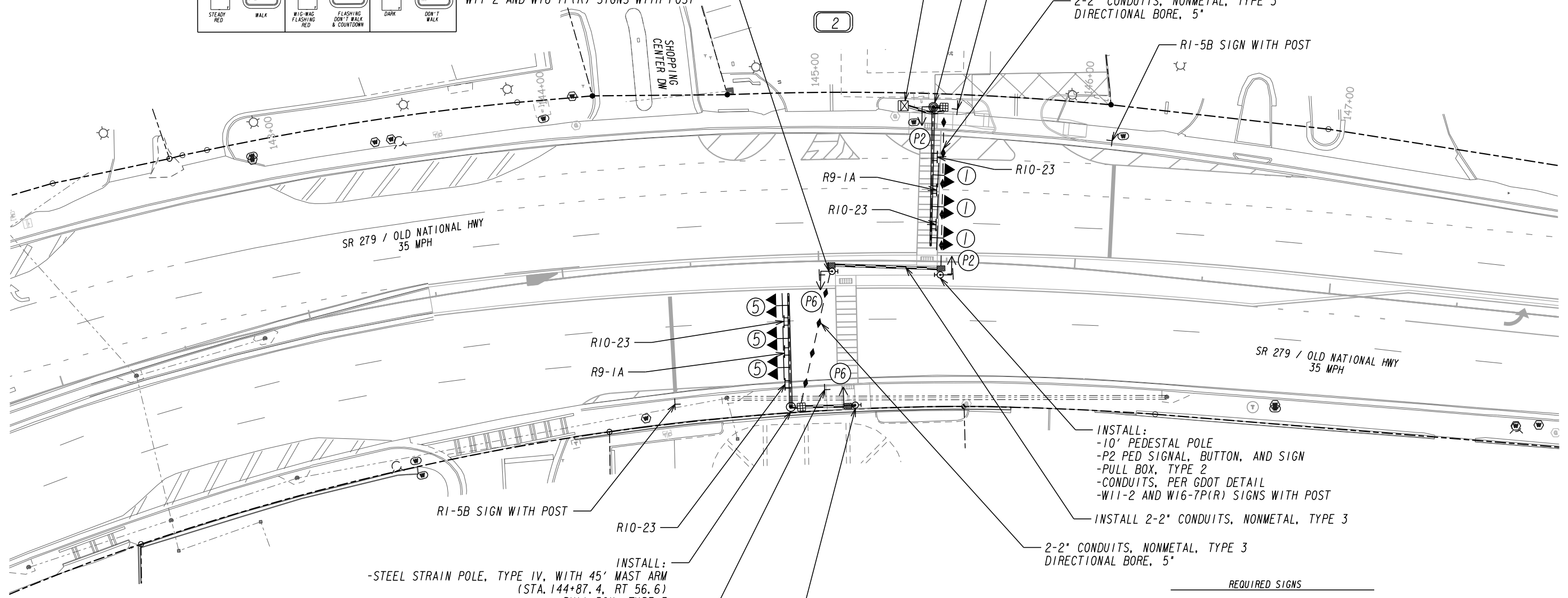
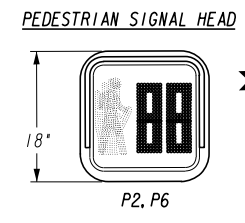
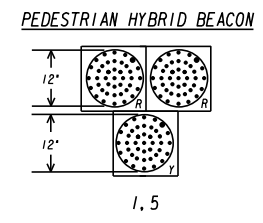
PEDESTRIAN HYBRID BEACON SEQUENCE



INSTALL:  
-STEEL STRAIN POLE, TYPE IV, WITH 55' MAST ARM (STA. 145+43.5, LT 60.3)  
-P2 PED SIGNAL, BUTTON, AND SIGN  
-PULL BOX, TYPE 3  
-CONDUITS, PER GDOT DETAIL

INSTALL:  
-10' PEDESTAL POLE  
-P6 PED SIGNAL, BUTTON, AND SIGN  
-PULL BOX, TYPE 2  
-CONDUITS, PER GDOT DETAIL  
-W11-2 AND W16-7P(R) SIGNS WITH POST

INSTALL:  
-2070-LX CONTROLLER IN A 332 CABINET W/BASE  
-CONDUITS, PER GDOT DETAIL



INSTALL:  
-10' PEDESTAL POLE  
-P2 PED SIGNAL, BUTTON, AND SIGN  
-PULL BOX, TYPE 2  
-CONDUITS, PER GDOT DETAIL  
-W11-2 AND W16-7P(R) SIGNS WITH POST

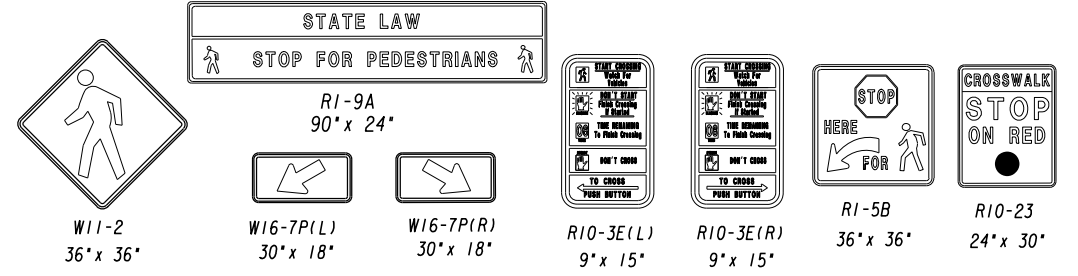
INSTALL 2-2" CONDUITS, NONMETAL, TYPE 3

INSTALL:  
-STEEL STRAIN POLE, TYPE IV, WITH 45' MAST ARM (STA. 144+87.4, RT 56.6)  
-PULL BOX, TYPE 3  
-CONDUITS, PER GDOT DETAIL

W11-2 AND W16-7P(L) SIGNS WITH POST

INSTALL:  
-10' PEDESTAL POLE  
-P6 PED SIGNAL, BUTTON, AND SIGN  
-PULL BOX, TYPE 2  
-CONDUITS, PER GDOT DETAIL

REQUIRED SIGNS

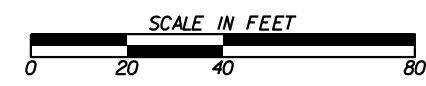


**SIGNAL LEGEND**

→	PROPOSED SIGNAL HEAD	→→	PROPOSED 4-SECTION SIGNAL HEAD
-→	EXISTING SIGNAL HEAD	→→→	PROPOSED 5-SECTION (CLUSTER) SIGNAL HEAD
→	RELOCATED SIGNAL HEAD	○	PEDESTRIAN SIGNAL HEAD

**DETECTION LEGEND**

▨	PROPOSED VIRTUAL DETECTION ZONE	◻	PROPOSED INDUCTIVE LOOP
■	PROPOSED VIDEO DETECTION CAMERA	◻	PROPOSED RADAR
○	PROPOSED MAGNETOMETER		



**REVISION DATES**


**SIGNAL PLANS**  
SR 279 @ HOWARD JOHNSON HOTEL

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	05 0004
CORRECTED:	DATE:	
VERIFIED:	DATE:	



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8765

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Bernard Kendrick, Project Engineer

**RE:** Rugby Avenue @ Washington Road Intersection Improvement

**PURPOSE:** To improve the intersection of Rugby Avenue @ Washington Road.

**REASON:** Improvement sought to improve safety.

**RECOMMENDATION:** Staff is seeking guidance on how to proceed with the unfunded improvement. Staff had sought funding through the Georgia Department of Transportation (GDOT) Quick Response Program but was not successful at this time.

**BACKGROUND:** The intersection of Rugby Avenue and Washington Road has limited sight distance and vision clearance for vehicles turning onto Washington Road in either direction from Rugby Avenue. Also, traffic traveling north on Washington Road experiences turning issues onto Rugby Avenue.

**YEARS OF SERVICE:**

**COST TO CITY:** Estimated cost not to exceed \$25,000.

**BUDGETED ITEM:** No. Funds were sought from GDOT Quick Response program for this project.

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** 4/19/2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:** Infrastructure and Development, Public Works

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Jackson Myers

**ATTACHMENTS:**

- GDOT Quick Response Update.1.19.21 (DOCX)

**Review:**

- Bernard Kendrick Completed 04/08/2021 10:43 AM
- Rosyline Robinson Completed 04/12/2021 3:51 PM
- Jackson Myers Completed 04/14/2021 2:08 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 04/14/2021 2:19 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



# CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

**DATE:** January 22, 2021  
**TO:** The Honorable Mayor and Council & College Park Department Heads  
**FROM:** Jackson Myers, Director of Infrastructure and Development  
**SUBJECT:** GDOT Quick Response Project Program Update

As our city plans for Public Safety improvements of city streets, we have grant opportunities without matching funds to improve our street network through Georgia Department of Transportation's (GDOT) Quick Response Program. The Quick Response Project Program include operational projects such as restriping, intersection improvements, turn-lane additions and extensions that can be implemented in a short period of time for under \$200k. Please review the list of projects below that I have identified as problems within our community.

To reduce the severity and frequency of crashes on off-system routes, GDOT implemented the Off-System Safety (OSS) Program in 2005 in the State Traffic Operations Office. The (OSS) program is now administered by the Local Grants Office. As part of this program, funds are dispersed through the federal safety program in order to enhance safety on local routes through low-cost counter measures such as striping and sign replacement, as well as rumble strips and raised pavement marker installations. All work must be completed within existing rights of way; no additional pavement may be added.

If local governments are interested in receiving funds through the OSS program, they should, by **January** of the current fiscal year, contact the State Aid Coordinator for the district in which they are located.

Preferably, projects will be selected using a data driven approach. The State Aid Coordinator for each district will be identifying projects by reviewing crash data for all counties in their district and then determining where there is the greatest need by using annually updated data. Whenever possible, each local government should provide written justification or any additional information regarding crash history and other safety issues on their off-system routes.

I talked with Paul DeNard, District Seven Engineer located in Chamblee, about using some of their quick response funds for the below projects listed. See: 3 attachments.

**Camp Creek to Main St:**

**Washington Rd and Rugby:**

**Riverdale into Sysco:**

**Camp Creek at Conley:**

**Traffic Light timing on Main Street Hwy 29**

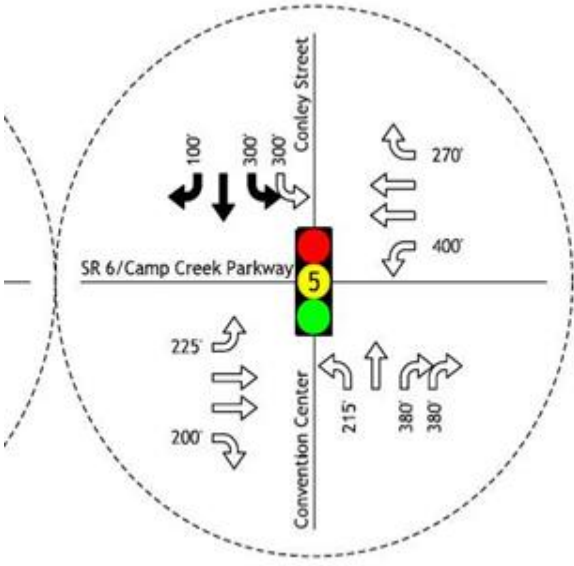
### Attachment 1 Project request to GDOT

Paul,

I've looked through the DRI for Six West. The study shows an existing congestion problem at SR 6 at Conley St. The existing intersection is Conley St has a shared/through lane and a short left lane. The proposed improvements is to widen Conley Rd to have a dual left and separate right turn lane. Thoughts?

Intersection			2025 No Build (Delay <sup>T</sup> in sec/veh)		2025 Build Phase 1 Unmodified Road Network (Delay <sup>T</sup> in sec/veh)		2025 Bu With Imp (Delay <sup>T</sup> i
			AM Peak	PM Peak	AM Peak	PM Peak	AM Peak
Number	Name	Control	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak
1	SR-6/Camp Creek Pkwy at Washington Road	Signal	C (25.6)	C (34.7)	C (28.3)	D (36.0)	C (28.3)
2	SR-6/Camp Creek Pkwy at Herschel Road	Signal	C (26.4)	C (26.1)	C (21.6)	B (19.9)	C (21.6)
3	SR-6/Camp Creek Pkwy at Global Gateway Connector	Signal	A (5.0)	A (7.0)	A (6.3)	A (6.6)	A (6.3)
4	SR-6/Camp Creek Pkwy at Airport Drive/ Main Entrance	Signal	A (7.0)	A (7.8)	C (31.4)	D (53.0)	C (31.4)
5	SR-6/Camp Creek Pkwy at Conley Street / Convention Center Concourse	Signal	F (88.0)	B (14.8)	F (216.4)	E (60.5)	D (52.6)
6	Conley Street and Oxford Ave	Signal	A (0.4)	A (0.7)	A (1.7)	A (1.5)	A (1.7)

Attachment 2 Camp Creek Parkway and Conley





Attachment 3 Rugby and Washington Avenues intersection



Year	Total	Manner of Collision						Injury	Fatality
		Angle	Head On	Rear End	Sideswipe-Same Direction	Sideswipe-Opposite Direction	Not A Collision with Motor Vehicle		
2015	4	1	0	1	0	1	1	3	0
2016	3	3	0	0	0	0	0	2	0
2017	3	2	0	1	0	0	0	0	0
2018	3	1	1	0	0	0	1	0	0
2019	5	4	0	1	0	0	0	1	0
Total	18	11	1	3	0	1	2	6	0

Nothing in 2020.

Dawn Chappell  
 Crime Analyst/CCIA  
 College Park Police Department  
 404-761-3131 ext. 2322 office  
 404-456-4120 cell

**From:** Jackson Myers  
**Sent:** Wednesday, January 6, 2021 3:20 PM  
**To:** Dawn Chappell <[dawnknight@collegeparkga.com](mailto:dawnknight@collegeparkga.com)>  
**Subject:** Re: CP Projects for GDOT Quick Response Projects

Any on Washington and Rugby  
 We are receiving a lot of traffic concern  
 Thanks  
 Sent from my iPhone

On Jan 6, 2021, at 2:45 PM, Dawn Chappell <[dawnknight@collegeparkga.com](mailto:dawnknight@collegeparkga.com)> wrote:  
 1630-1640 area of Phoenix Blvd. – 5 accidents last year.  
 2210 Sullivan Rd. – 5 accidents last year.  
 Godby Rd at Godby Pl – 6 accidents last year.  
 Riverdale Rd at Sullivan Rd – 12 accidents last year. (5 more at Sullivan Rd at Riverdale Rd)  
 Riverdale Rd at W. Fayetteville Rd. – 13 accidents last year.

Old National Hwy at Godby Rd. and Old National Hwy. at Old National Pkwy. continue to have lots of accidents, but not sure there is anything that can be done (other than people paying attention).

These locations are based off accident reports from 2020 only.

Dawn Chappell  
 Crime Analyst/CCIA  
 College Park Police Department  
 404-761-3131 ext. 2322 office  
 404-456-4120 cell

**From:** Ferman Williford  
**Sent:** Wednesday, January 6, 2021 9:44 AM  
**To:** Dawn Chappell <[dawnknight@collegeparkga.com](mailto:dawnknight@collegeparkga.com)>  
**Subject:** FW: CP Projects for GDOT Quick Response Projects

Hi Dawn,

Can you look at this email stream and provide some accident data please?

**From:** Jackson Myers <[jmyers@collegeparkga.com](mailto:jmyers@collegeparkga.com)>  
**Sent:** Tuesday, January 5, 2021 11:52 AM  
**To:** Ferman Williford <[fwillifo@collegeparkga.com](mailto:fwillifo@collegeparkga.com)>; Ferman Williford <[fwillifo@collegeparkga.com](mailto:fwillifo@collegeparkga.com)>; Sharis McCrary <[smccrary@collegeparkga.com](mailto:smccrary@collegeparkga.com)>

**Cc:** Mercedes Miller <[mmiller@collegeparkga.com](mailto:mmiller@collegeparkga.com)>; Mike Lobdell ([Mike.Lobdell@kimley-horn.com](mailto:Mike.Lobdell@kimley-horn.com)) <[mike.lobdell@kimley-horn.com](mailto:mike.lobdell@kimley-horn.com)>

**Subject:** FW: CP Projects for GDOT Quick Response Projects

Good Morning Chief,

As our city moving forward with Public Safety within our city streets we have grant opportunities to improve our city street with the support of GDOT Quick Response Projects. The Quick Response Project Program are operational projects such as restriping, intersection improvements, turn lane additions and extensions that can be implemented in a short period of time and for under \$200k. Please review below list of project that I have identified as problems within our community and if your staff have addition location please identify those with crash data.

Thanks again for your support in this important matter.

Jackson

Jackson Myers <[jmyers@collegeparkga.com](mailto:jmyers@collegeparkga.com)>

**Subject:** CP Projects

I talked with Paul.

**Camp Creek to Main St:** He agrees there is a problem, he wants a solution. I have an idea of what can be done. Has there been any recent traffic counts at the signal of the ramp and Main St.

**Washington Rd and Rugby:** Paul agrees there is a safety concern. He also confirmed it is not on the state system. I'm trying to see if we can get crash data here and make the case for off system safety.

**Riverdale into Sysco:** Paul is agreeable to doing a quick response for a right turn lane if crash data shows there is a problem with right turning vehicles. He also suggested we look at the recent crash data to see if it gets us over the threshold for a signal.

**Camp Creek at Conley:** Paul might be agreeable to a quick response here if the DRI justifies it. I'll look through the DRI when you send it.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8779

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Artie Jones, Director of Economic Development

**RE:** College Park Municipal Golf Course Temporary Hole Development

A residential development will be locating on 4.1 acres of real estate located at the College Park Municipal Golf Course, situated on the northwest portions of holes 1 & 2 of the golf course. So that the golf course will not have to close golf course operations to accommodate the development of the two replacement golf holes at the College Park Municipal Golf Course, staff has developed a strategy where temporary holes can be established at the golf course that will enable the two replacement golf holes to be constructed near Herschel Road on BIDA owned property.

In the materials provided is a drawing of where the temporary golf holes will be established along with a budget for the temporary holes to be developed. A timeline for the construction of the temporary holes where construction would begin at the end of April 2021 and end mid-June 2021. The temporary hole construction project should cost no more than \$22,620. This minimal investment by the City of College Park will enable the golf course to operate continuously without interruption, unlike the earlier proposal that staff provided the City Council where the golf course would have been shut down for 6 - 9 months.

Staff request that the Mayor and Council authorize the work that has been proposed for the College Park Municipal Golf Course.

This item has not been budgeted for.

### ATTACHMENTS:

- Six West Golf Course - Temp Hole Cost-Timeline (BDR ) (PDF)

### Review:

Updated: 4/14/2021 10:09 AM by Rosyline Robinson

Page 1

- Artie Jones Completed 04/13/2021 3:35 PM
- Rosyline Robinson Completed 04/14/2021 9:24 AM
- Althea Philord-Bradley Completed 04/14/2021 9:28 AM
- Mercedes Miller Completed 04/14/2021 1:32 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



April 13, 2021

**RE: Cost and Timeline**

**Six West Development – College Park Golf Course Temporary Holes 1 & 2**

Mr. Artie Jones III:

BDR received budget pricing and timeline from Michael Riley Design for the temporary relocation of holes 1 & 2 on the College Park Golf Course located 3711 Fairway Dr. Attached is the sketch, prepared by Michael Riley Design, for the layout of the temporary holes design and location. The two new holes and permanent location will not be constructed until the residential construction begins. Please see below the scope, cost and timeline for the temporary hole location process.

**SCOPE:**

**Temporary Putting Greens (Sandman Topdressing and Aerating)**

- **Cost: \$7,320**
- Sand and drag scrape first application with Harnesss 3-0-0 by Regal Chemical
- Growth regulator for root and leaf growth
- Spraying weeds if necessary
- Micronutrients Maxigreen
- Root Stimulator Regal Crown
- Soil sampling if requested, but amendments are additional per the sample results.
- Three applications with sand and labor Deep Core Aeration or slicing with an areaway your choice each time as required

**Temporary Cart Path Construction (Fusion Contracting)**

- **Cost: \$13,200**
- Includes crusher run material and installation of path with boulders behind drain basin.

**Construction Oversight (Michael Riley Design)**

- **Cost: \$2,100**
- Construction oversight
- Subcontractor management
- Quality control

The overall project total for the temporary holes 1 & 2 is **\$22,620**

## TIMELINE:

- Work Begins – April 26, 2021
- Work Completes – June 18, 2021
- Begin Play on Temporary Holes – June 19, 2021

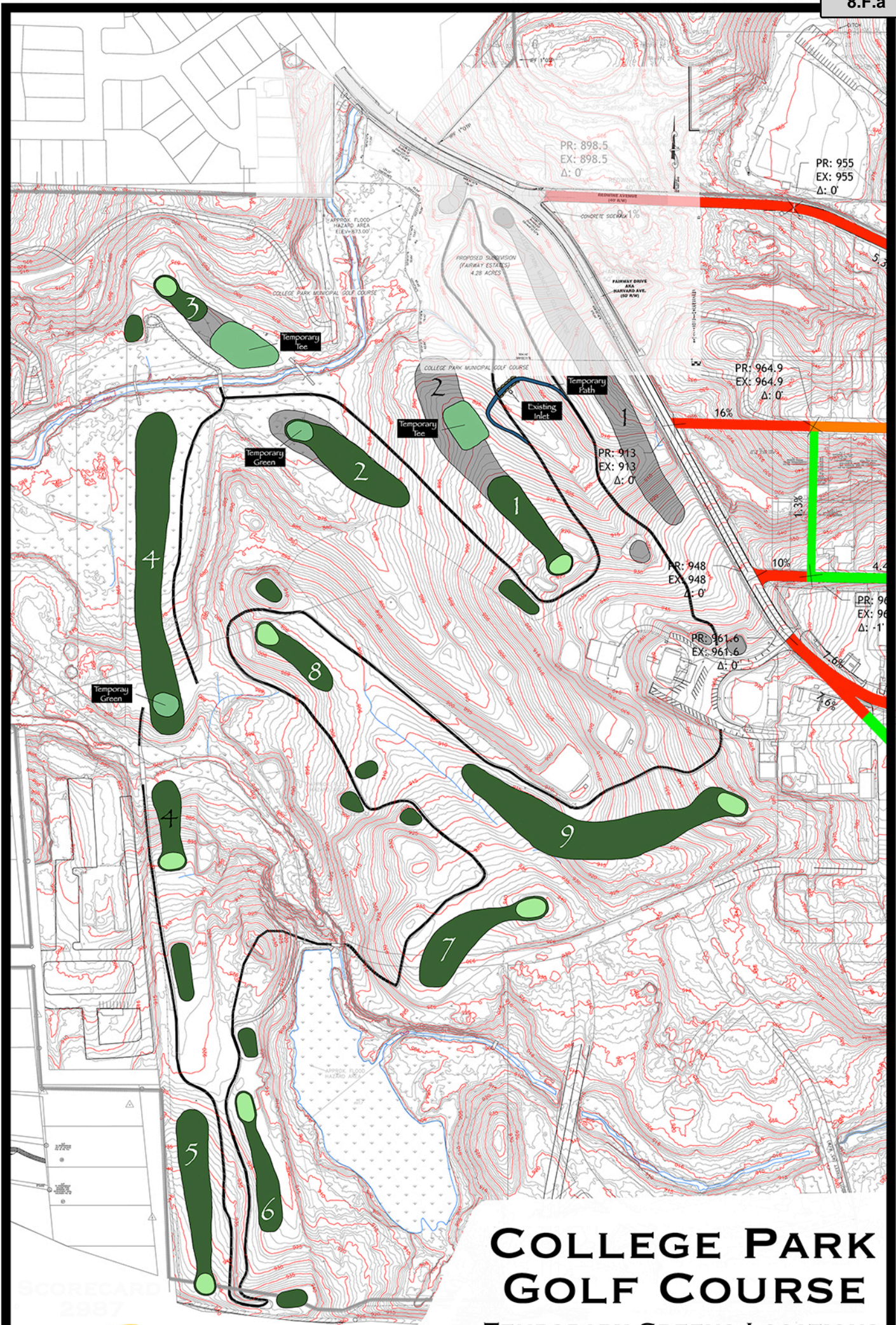
***\*\*\* Please note, the work for the temporary holes 1&2 will not require suspension of play on the current holes. There will be zero loss of playing time.***

Please contact me with any additional questions.

Sincerely,



Jesse Frasier  
Partner  
BDR Partners



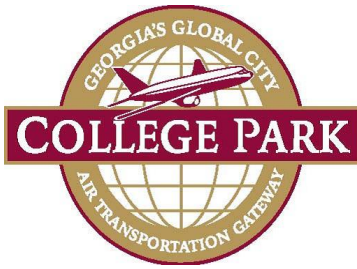
# COLLEGE PARK GOLF COURSE

## TEMPORARY GREENS LOCATIONS

SCALE: 1" = 100'

DATE: 3.14.21





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8768

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Artie Jones, Director of Economic Development

**RE:** College Park Main Street Mural

**PURPOSE:** This presentation is for Council's consideration to support the designed mural on the retaining wall of Park N Fly (south end of Main Street, corner of Main and Lee)

**REASON:** This item was previously approved. Seeking approval for signature of the contract between the city and artist.

**RECOMMENDATION:** Requesting approval for mayor to sign the mural contract.

**BACKGROUND:** See attachment.

**YEARS OF SERVICE:** N/A

**COST TO CITY:** \$15,000 remainder

**BUDGETED ITEM:** 100-9980-57-2001

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** April 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** None

**STAFF:** Renee Coakley, Main Street Manager  
Artie Jones, III, Economic Development Director

**ATTACHMENTS:**

- Mural Artist Agreement with John signature (PDF)
- Mural docs for 1-18-21 Council Meeting (PDF)
- Main Street Wall Mural for council feb 1 (PDF)

**Review:**

- Artie Jones Completed 04/09/2021 7:31 PM
- Rosyline Robinson Completed 04/12/2021 3:54 PM
- Althea Philord-Bradley Completed 04/13/2021 3:07 PM
- Mercedes Miller Completed 04/14/2021 1:31 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

MURAL ARTIST AGREEMENT

This Mural Artist Agreement ("Agreement") is made and entered into on this 6<sup>th</sup> day of April, 2021 ("Effective Date"), by and between the City of College Park ("City"), a municipal corporation duly incorporated under the laws of the State of Georgia, and Go Georgia Arts, Inc., ("Artist"), a Georgia corporation.

WITNESSETH

WHEREAS, the City understands the importance of art in public places and the role that murals play in preserving culture and history, beautifying the City, advancing the arts, and welcoming tourists to the City; and

WHEREAS, the City desires to retain the services of Artist to paint a mural at a selected site within the City; and

WHEREAS, the City has entered or will soon enter into an agreement with the manager and operator of the Park N' Fly located at 3950 Conley Street, College Park, Georgia ("Property") and any other necessary parties to authorize the installation of a mural at a permitted site on the Property; and

WHEREAS, the City and Artist (hereinafter collectively referred to as "Parties") desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, maintenance, and ownership of the Mural.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

(1) DEFINITIONS. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- a. "Alter" or "Alteration" shall mean with respect to the Murals, to remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.
- b. "Intellectual Property" means all copyrights, patents, trademarks and service marks/names, all registrations for copyrights, patents, trademarks and service marks/names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement or through analysis of that information, data or knowledge.
- c. "Mural" shall mean the work of art designed or produced by Artist and selected for installation by the City on the exterior of the Permitted Site.

- d. "Permitted Site" shall mean that certain retaining wall located on the eastern side of the Property, facing Main Street, and running between the corner of Lee Street and Oxford Avenue, as further shown on Exhibit A attached hereto and incorporated herein.
- (2) **TERM.** This Agreement shall commence on the Effective Date and end on December 31, 2021, unless otherwise terminated sooner pursuant to terms herein.
- (3) **SERVICES.** Artist shall provide the following services ("Services") to the City:
- a. Artist agrees to design, fabricate, paint, and install the Mural on the Permitted Site, in the substantial conformity with the form, color, and content as approved by the City.
  - b. Artist shall paint two coats of Kilns primer prior to painting the Mural. Upon the completion of the Mural and one (1) year after said completion, Artist shall paint a clearcoat of sealant to protect the Mural from water, sun, and other natural elements.
  - c. Artist shall remove all debris, packaging, and waste from the Permitted Site caused by the installation of the Mural.
  - d. Except as otherwise provided in this Agreement, all personnel, materials, supplies, and equipment necessary for the proper performance of Services shall be furnished by and be under the control of Artist. Artist shall be responsible at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.
- (4) **TIME FOR PERFORMANCE.** Artist shall submit a design for the Mural to the City for approval by May 14, 2021. Thereafter, all other Services shall be completed within ninety (90) calendar days after the date the City issues a notice to proceed. In the event inclement weather causes delays, the City shall grant a reasonable extension of time for completion.
- (5) **COMPENSATION.** For Services rendered herein, City shall pay Artist a sum not to exceed \$18,000.00. Artist acknowledges receipt of a \$3,000.00 payment from the City for Artist's Services prior to the execution of this Agreement. The Parties agree that the City shall pay the remaining \$15,000.00 to Artist in two \$7,500.00 installments, the first of which is due upon the execution of this Agreement. The second installment shall be paid upon the satisfactory completion of Services.
- (6) **CITY'S RIGHT TO REVIEW AND REJECT.** Any Work Product, Service or other document or item to be submitted or prepared by Artist hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are disapproved, Artist shall revise the items until they meet the approval of the City Authorized Representative. However, Artist shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.
- (7) **CHANGES IN SCOPE AND ADDITIONAL WORK.**

- a. If Artist determines any changes in the scope, design, color, size, material, installation, support requirements, texture, or location of the site or of the Mural are necessary, Artist shall present to the City in writing, drawing or other appropriate media for further review and approval. No changes shall be made without the prior written authorization by the City.
- b. The City may, at any time, request Artist in writing to change Services previously completed by Artist in a satisfactory manner; delete portions of the Services which has yet to be performed; perform additional work beyond that provided herein; or make changes to the tasks to be performed by this Agreement. Artist may, but shall not be required to agree to any such request, unless otherwise provided in this Agreement. In the event the request for change is agreed to by the Artist, this Agreement shall be amended in writing, including but not limited to a description of services, payment, and performance schedule.

**(8) RESPONSIBILITIES OF THE CITY.** The City shall:

- a. Arrange for access so that Artist may enter upon public and private property as required for Artist to perform the Services under this Agreement.
- b. Give prompt written notice to Artist whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Artist's Services.
- c. Pressure wash, clear, and repair the Permitted Premises as necessary, prior to the installation of the Mural.
- d. Provide a lift for the installation of Mural.

**(9) TERMINATION FOR CONVENIENCE.**

- a. The City may terminate this Agreement for its convenience by providing thirty (30) days' notice, in writing, to Artist. Upon the expiration date of said notice, this Agreement shall become of no further force or effect and each of the parties shall be relieved and discharged here from. In the event the Agreement is terminated under this provision, the Artist shall be paid for all services rendered up to the effective date of the termination.

**(10) TERMINATION FOR CAUSE.** The City may terminate this Agreement by giving written notice to Artist:

- a. For a material breach of the Agreement by Artist that is not cured by Artist within seven (7) days of the date on which notice of such breach is provided;
- b. Immediately for a material breach of the Agreement that is not reasonably curable within seven (7) days;
- c. Immediately upon written notice for numerous breaches of the Agreement that collectively constitute a material breach or reasonable grounds for insecurity concerning Artist's performance; or

- d. Immediately for engaging in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with Artist's obligations under this Agreement or any city ordinance;

**(11) RELATIONSHIP OF THE PARTIES.**

- a. *Independent Contractors.* Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Artist. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Artist. It is expressly agreed that Artist is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- b. *Employee Benefits.* Artist shall not be eligible for any benefit available to employees of the 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 Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

**(12) WORK PRODUCT.**

- a. Except as otherwise provided in this Agreement, all designs, artwork, murals, reports, information, data, specifications, and similar work or other documents, all deliverables, and other work product prepared or authored by Artist or any of its personnel, agents, contractors or subcontractors, exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Artist's or its personnel, agents, contractors or subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable Law, such Work Product shall belong exclusively to City. Artist and its personnel, agents, contractors, and subcontractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- b. If any of the Work Product is determined not to be a work made for hire, Artist assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Artist has any rights to the Work Product that cannot be assigned to City, Artist unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense

- through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- c. City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
  - d. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Artist personnel may not originally vest in City by operation of applicable Law, Artist shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.
  - e. Without any additional cost to City, Artist Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Artist irrevocably designates City as Artist's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Artist's name, with the same force and effect as if performed by Artist.
  - f. Notwithstanding anything to the contrary in this section, Artist shall be listed as the artist on any print and electronic reproductions of the Work Product made by the City, and the City shall obtain written permission from Artist prior to retaining the services of another artist to modify the Work Product.

**(13) INTELLECTUAL PROPERTY RIGHTS.**

- a. Artist warrants and represents that none of the processes or procedures utilized by Artist to fulfill its obligations hereunder, nor any of the materials and methodologies used by Artist in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property rights or privacy, publicity or other rights.
- b. Artist agrees to and shall indemnify and hold the City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation settlement, judgment, interest, and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials, and methodologies used by Artist (or any Artist personnel, agent, contractor, subcontractor, or representative, or the City's use thereof (or access or other rights thereto) in connection with the Services or any of the Services themselves infringes or misappropriates the Intellectual Property rights of a third party.
- c. If any processes, procedures, Work Product, materials, methodologies, or Services provided by Artist hereunder is held to constitute, or in Artist's reasonable judgment is likely to constitute an infringement or misappropriation, Artist will in addition to its

indemnity obligations, at its expense and option, and after consultation with the City regarding City's preference in such event either:

- i. Procure the right for the City to continue using such processes, procedures, Work Product, materials, methodologies or Services;
- ii. Replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance, or quality of the Services;
- iii. Modify such processes, procedures, Work Product, materials, methodologies or Services to make them non-infringing; provided that such modification does not result in a degradation of the functionality, performance, or quality of the processes, procedures, Work Product, materials, methodologies or Services; or
- iv. Create a feasible workaround that would not have any adverse impact on the City.

**(14) REPRODUCTION RIGHTS.**

- a. Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., and all other rights in and to the Work Product except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Work Product in its final dimension shall be unique, the Artist shall not make any exact duplicate, (two or three)- dimensional reproductions of the final Work Product, nor shall the Artist grant permission to others to do so without the written permission of the City. Notwithstanding anything to the contrary herein, Artist may make reproductions used for Artist's portfolio or for the Georgia and American Mural Trail Maps initiatives. Artist grants to the City and its assigns an irrevocable license, at no charge, to make two - or three - dimensional reproductions of the Work Product for purposes of reproductions used for postcards, advertising, brochures, media publicity, and catalogues or other similar publications, provided that Artist is listed as the artist of the Work Product on all print and electronic publications.
- b. *Waiver of Rights.* Regarding said Work Product as identified herein, Artist specifically waives all of Artist's rights conferred by Visual Artist Rights Act of 1990, 17 U.S.C. §§ 106 A and 113 et seq., as amended. In the event that the City deems it necessary to remove, repair, restore, relocate, or deaccession the work, City shall have the right to do so; provided that the City obtains written permission from Artist prior to retaining the services of another artist to modify the Work Product.

**(15) WARRANTIES AND STANDARDS.**

- a. Artist warrants and guarantees its Services and Work Product to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the City. Artist shall deliver the Work Product free and clear of any liens or encumbrances.



b. Artist shall faithfully perform the Services in accordance with all applicable laws, standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Services described in this Agreement.

(16) **INDEMNIFICATION.** Artist shall indemnify and hold the City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation settlement, judgment, interest, and penalties) arising from claims or actions based upon:

- a. Artist’s or its personnel’s performance, non-performance, or breach of this Agreement;
- b. Compensation or benefits of any kind, by or on behalf of Artist’s personnel or any contractor or subcontractor, claiming an employment or other relationship with Artist;
- c. Any actual, alleged, threatened or potential violation of any applicable Laws by Artist or Artist’s personnel, to the extent such claim is based on the act or omission of Artist or Artist’s personnel, excluding acts or omissions by or at the direction of the City;
- d. Death or injury to any individual caused, in whole or in part, by the tortious or willful misconduct of Artist or any person acting for, in the name of, at the direction or supervision of, or on behalf of the Artist; and
- e. Damage to, or loss or destruction of any real or tangible personal property caused, in whole or in part by the tortious or willful misconduct of Artist or any person acting for, in the name of, at the direction or supervision of, or on behalf of the Artist.

(17) **LIMITATION OF LIABILITIES.** THE MAXIMUM AGGREGATE LIABILITY OF THE CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL COMPENSATION PAID UNDER THE AGREEMENT. IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(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 shall be at the time of mailing.

If to the City:                   City Manager  
                                          College Park City Hall  
                                          3667 Main Street  
                                          College Park, Georgia 30338

With copies to:                 City Attorney  
                                          Fincher Denmark LLC  
                                          100 Hartsfield Centre Pkwy., Ste. 400

Atlanta, Georgia 30354

If to Artist: Go Georgia Arts, Inc.  
c/o John Christian  
3280 Sims Street  
Hapeville, Georgia 30354

**(19) GENERAL PROVISIONS.**

- a. *Section and Paragraph Headings.* Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- b. *Waiver.* Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of this Agreement, or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power, or obligation under this Agreement, will not affect any subsequent breach, and will not prejudice either party in regard to any subsequent action.
- c. *Severability.* If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
- d. *Assignment.* Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
- e. *Modification.* No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the parties hereto or their legal representatives and specifically reference this Agreement.
- f. *Governing Law.* This Agreement shall be governed by and construed and enforced as if the Agreement were made for performance entirely within the State of Georgia and the County of Fulton. Both Parties consent to jurisdiction and venue in the state and federal courts in Fulton County, Georgia.
- g. *Entire Agreement.* This Agreement, its recitals, and any exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior agreements, representations, statements, negotiations and undertakings between the parties regarding the subject matter of this Agreement shall not be of any force or effect. Neither party has relied upon any representation, promise, or inducement not contained herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date of the last party to execute below:

GO GEORGIA ARTS, INC.:

CITY OF COLLEGE PARK:

By: John Christian  
John Christian, CEO

By: \_\_\_\_\_  
Bianca Motley Broom, Mayor

Date: April 5, 2021

Date: \_\_\_\_\_

EXHIBIT A



Permitted Site



Submitted 12/10/19

8.G.b



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

For Accounts Payable Use Only  
Receive Date

Use this form to arrange for payment to individuals or businesses when a Purchase Order is not required.

### CHECK REQUEST / WIRE TRANSFER / CHECK REIMBURSEMENT

Check Request:

Wire Transfer:

Check Reimbursement:

10x20

#### Requestor Information:

Name: Renee Coakley Date: 12/5/2019

Department: Main Street/Econ Dev PO Amount: \$ 1,500.00

\$8-10,000

Purpose of request(s): payment for invoice #10094 mural at College Park Auditorium on Main Street

#### Vendor Payable Information:

New Vendor Setup: \_\_\_\_\_ (Forward W-9 to Purchasing Department)

Vendor Number: \_\_\_\_\_

Vendor Name: John Christian/Go Georgia Arts

Remit to Address: 3280 Sims Street

Hapeville, GA 30354

#### Expense Disbursed from Following Account(s)

PO Number: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Account Number: 100-1300-52-6130 Amount Requested: \$ 1,500.00

Account Number: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Requestor's Signature: Renee Coakley Date: 12/5/19

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### CHECK HANDLING INTRUCTIONS

Hold  
(hold in Finance)

Mail  
(will be mailed on Friday)

Hold Note: \_\_\_\_\_

#### Disclaimer

City Manager's review and signature is required on ALL requests over \$1,000.00 prior to submitting to the Accounting department. The exclusion of the City Manager's signature will cause a delay in processing.



Mural Grant Offer and Contract

Invoice Number #10094

The City of College Park, mural project.

Date November 4<sup>th</sup>, 2019

The Go Georgia Arts/John W. Christian and The City of College Park agrees to the following terms and timeline for the painting a mural in the city of College Park, Georgia. Our timeline for the mural is to be completed on or before December 30<sup>th</sup>, 2020 if however, if we can paint it sooner which would be our goal weather permitting. The projected square foot of the mural is 200'sf or a 10'x20' mural. If required added square foot painted the price ranges from \$35.00 to \$45.00.

Location 3631 MS. College Park Auditorium

Our Grant offer is a labor in kind grant for (Project One ) wall location 3633 Main Street. Go Georgia Arts/John W. Christian will paint the first in kind 200'sf at no charge other than the cost for design, paint, supplies and expenses at \$3000.00. The City of College Park, will provide scaffolding or lift, up to 50-man hours to pressure wash and help fix any bad spots and prep the wall. Also paint two coats of Kiln's primer on the mural surface and set up and or tear down of the scaffolding if needed.

The design process is as follows, The City will choose up to eight images, if needed and we will pick between five or six images. If your images are chosen in advance, then all we will do is tweak the design as needed. If you are adding extra square foot to this mural or this is one of other panels this contract/invoice will serve for all. Once you create a mission statement in advance, we will start the design process after this agreement is agreed and signed by all parties and the first payment of \$1500. is received. We then will provide you up to three different design concepts for your review. If there are any changes after the design is approved there will be a \$100.00 charge for each added design change. Our complete design process is provided on our web page.

Value of the Mural can range however with your mural taking part in the Georgia Mural Trail the value will go up as well from an economic standpoint.

Timeline and offer to accept mural grant. There is a timeline to accept our offer. You have thirty days from the date of this offer to provide a signed contract with your first \$1500.00 Payment.

**Grant opportunities** for your mural project are very strong. There are only a small number of cities in Georgia. With your historic theme as your focus the chance of getting a grant is better. Most of the grants we can apply for are matching funds. The money you can raise and pay us and go towards your match. The larger the mural is the greater the impact to your tourism and as a resource to your city.

**Note: There are no changes of the design after the mural painting process has started.**

1. The Ball Ground mural will be painted on a brick building that is in good condition if there is cracks or bad spot, the owners will need to repair it by a week before the painting process starts.
2. The wall will need to be cleaned and pressure washed by the owners of the mural one week before the painting to start.
3. Hometown Warrenton, Inc. will be the owner of the mural and the exterior wall. The building owner must release and give permission to Hometown Warrenton, Inc. to manage as caretakers of the mural area of the wall. After the mural is completed there can be no changes or alterations to the mural without permission is writing from Go Georgia Art. Go Georgia Arts will update the owners on how to take care of the mural.
4. **Go Georgia Arts** will give a 30-Day notice upon schedule to start project.
5. The Go Georgia Arts will add this mural to the Georgia Mural Trail and provide your very own stamp and number for the mural.

**Cost and payment plan.**

1. Total cost of project is \$3,000.00 including design and unless there is painted square foot added.
2. The first payment of \$1,500.00 is due upon signing this agreement.
3. The second payment of \$1,500.00 would be due 30 days before starting project. Note we will up-date our start date 30 days out from projected start date.
4. The third and final payment for added square foot painted would be due upon completion of the project.

(Make checks out to Go Georgia Arts, 3280 Sims Street Hapeville Ga. 30354 Phone 770 380-0420

Our EIN Number is 46-1288461

Signed: John W. Christian/Go Georgia Arts

Signed / Title: Renee Coakley 12/5/19  
Main Street Manager

Signed John Christian Date October 4, 2019 Signed \_\_\_\_\_ Date \_\_\_\_\_

Submitted 12/17/19



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

For Accounts Payable Use Only

Receive Date

Use this form to arrange for payment to individuals or businesses when a Purchase Order is not required.

### CHECK REQUEST / WIRE TRANSFER / CHECK REIMBURSEMENT

Check Request:

Wire Transfer:

Check Reimbursement:

~ 350 feet

#### Requestor Information:

Name: Renee Coakley Date: 12/5/2019

Department: Main Street/Econ Dev PO Amount: \$ 1,500.00

Purpose of request(s): payment for invoice #10093 mural wall on Main Street

#### Vendor Payable Information:

New Vendor Setup: \_\_\_\_\_ (Forward W-9 to Purchasing Department)

Vendor Number: \_\_\_\_\_

Vendor Name: John Christian/Go Georgia Arts

Remit to Address: 3280 Sims Street

Hapeville, GA 30354

#### Expense Disbursed from Following Account(s)

PO Number: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Account Number: 100-1300-52-6130 Amount Requested: \$ 1,500.00

Account Number: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Requestor's Signature: Renee Coakley Date: 12/15/19

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### CHECK HANDLING INSTRUCTIONS

 **Hold**  
(hold in Finance) **Mail**  
(will be mailed on Friday)

Hold Note: \_\_\_\_\_

#### Disclaimer

City Manager's review and signature is required on ALL requests over \$1,000.00 prior to submitting to the Accounting department. The exclusion of the City Manager's signature will cause a delay in processing.





Mural Grant Offer and Contract

Invoice Number #10093

The City of College Park, mural project.

Date November 4<sup>th</sup>, 2019

The Go Georgia Arts/John W. Christian and The City of College Park agrees to the following terms and timeline for the painting a mural in the city of College Park, Georgia. Our timeline for the mural is to be completed on or before December 30<sup>th</sup>, 2020 if however, if we can paint it sooner which would be our goal weather permitting. The projected square foot of the mural is 200'sf or a 10'x20' mural. If required added square foot painted the price ranges from \$35.00 to \$45.00.

- location Pending Approval.

Our Grant offer is a labor in kind grant for (Project Two) wall on Main Street. Go Georgia Arts/John W. Christian will paint the first in kind 200'sf at no charge other than the cost for design, paint, supplies and expenses at \$3000.00. The City of College Park, will provide scaffolding or lift, up to 50-man hours to pressure wash and help fix any bad spots and prep the wall. Also paint two coats of Kiln's primer on the mural surface and set up and or tear down of the scaffolding if needed.

The design process is as follows, The City will choose up to eight images, if needed and we will pick between five or six images. If your images are chosen in advance, then all we will do is tweak the design as needed. If you are adding extra square foot to this mural or this is one of other panels this contract/invoice will serve for all. Once you create a mission statement in advance, we will start the design process after this agreement is agreed and signed by all parties and the first payment of \$1500. is received. We then will provide you up to three different design concepts for your review. If there are any changes after the design is approved there will be a \$100.00 charge for each added design change. Our complete design process is provided on our web page.

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(Make checks out to Go Georgia Arts, 3280 Sims Street Hapeville Ga. 30354 Phone 770 380-0420

Our EIN Number is 46-1288461

Signed: John W. Christian/Go Georgia Arts

Signed / Title: Renee Coakley 12/5/19  
Main Street Manager

Signed John Christian Date October 4, 2019 Signed \_\_\_\_\_ Date \_\_\_\_\_

504 Mayor Motley Broom said I tried to reach out to GMA, and I did not get an answer back.  
505  
506

507 **ACTION:** Councilman Clay moved to table consideration to support Senate Bill 309,  
508 seconded by Councilman Allen and motion carried. (All Voted Yes).  
509

510 B. Consideration of and action on the adoption of a Resolution and Incumbency & Signatory  
511 Certificate authorizing the Mayor and Mayor Pro Tem to communicate City decisions  
512 with respect to execution of the MEAG Power Municipal Competitive Trust (MCT)  
513 Fund.  
514

515 **ACTION:** Councilman Gay moved to approve request from Power Director Hugh Richardson  
516 on the adoption of a Resolution and Incumbency & Signatory Certificate  
517 authorizing the Mayor and Mayor Pro Term to communicate City decisions with  
518 respect to execution of the MEAG Power Municipal Competitive Trust (MCT)  
519 Fund, seconded by Councilman Taylor and motion carried. (All Voted Yes).  
520

521 C. Consideration of and action on a request to appoint a primary and alternate voting  
522 delegate on the Municipal Electric Authority of Georgia Election Committee.  
523

524 Councilman Clay said I move to appoint the Mayor, if she can make it. Hugh Richardson is  
525 the alternate.  
526

527 **ACTION:** Councilman Clay moved to approve a request from Director of Power Hugh  
528 Richardson to appoint Mayor Bianca Motley Broom and Director of Power Hugh  
529 Richardson as primary and alternate voting delegates on the Municipal Electric  
530 Authority of Georgia Election Committee, seconded by Councilman Taylor and  
531 motion carried. (All Voted Yes).  
532

533 D. Consideration of and action on a request for approval of the proposed Mayor & Council  
534 Department Budget Meeting Schedule for Fiscal Year 2020-2021 as well as an  
535 opportunity for general policy direction by elected leadership.  
536

537 Councilman Clay said I have a conflict for the 31st.  
538

539 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.  
540 Moore of the proposed Mayor and Council Departmental Budget Meeting  
541 Schedule for Fiscal Year 2020-20201 as well as an opportunity for general policy  
542 direction by elected leadership, with an amended first meeting date March 26,  
543 2020, seconded by Councilman Taylor and motion carried. (All Voted Yes).  
544

545 E. Considerations regarding a mural display grant proposal submission to benefit the Main  
546 Street side of the College Park Auditorium and the wall at the entrance of Main Street  
547 and next to Enterprise Rental Car located at 3907 Main Street prepared by Muralist/Fine  
548 Artist John W. Christian utilizing grant funds and additional funding to enhance art  
549 within the city.

550  
 551 Ms. Renee Coakley, Main Street Manager, came forward to explain the request.  
 552  
 553 Councilman Clay asked, are we talking about the actual wall of the building?  
 554  
 555 Ms. Coakley said it is the wall facing the auditorium between the 2 stairways.  
 556 Councilman Clay said the auditorium is considered a historic building. Do we change the  
 557 categorization of the building? Do we run the risk of someone complaining about the  
 558 mural?  
 559  
 560 Ms. Coakley said from my research outdoor art has become a big thing all over the State of  
 561 Georgia. The art will enhance the building.  
 562  
 563 Mr. Christian came forward and said the National Main Street Association focuses on  
 564 historic preservation and public art as a whole package.  
 565  
 566 Councilman Clay asked, for clarity, what is on the other side of the wall? Is it dirt, or the  
 567 inside of the building?  
 568  
 569 Ms. Coakley said it is the inside of the building.  
 570  
 571 Mr. Christian said the whole idea would be representing different things you would do in the  
 572 facility.  
 573  
 574 Councilman Gay asked, what style of art do you do?  
 575  
 576 Mr. Christian said it is very traditional, very detailed.  
 577  
 578 Councilman Gay said 2 or 3 years ago, I proposed a silhouette tribute to the bike cyclists on  
 579 29. Could that be a consideration as to what you draw there?  
 580  
 581 Mr. Christian said you have the final decision.  
 582  
 583 Councilman Gay asked, is that private property?  
 584  
 585 Ms. Coakley said I reached out to the owner, and he gave his approval, but he decided to be  
 586 a part of the process to whatever goes on the wall.  
 587  
 588 Councilman Allen asked, how much of the wall would that identify? Would it take the  
 589 whole wall?  
 590  
 591 Mr. Christian said it is over 300 feet long. You have an opportunity to do a great statement.  
 592  
 593 **ACTION:** Councilman Allen moved to approve a request from Main Street Manager Renee  
 594 Coakley regarding a mural display grant proposal submission to benefit the Main  
 595 Street side of the College Park Auditorium and the wall at the entrance of Main

596 Street and next to Enterprise Rental Car located at 3907 Main Street prepared by  
 597 Muralist/Fine Artist John W. Christian utilizing grant funds and additional funding  
 598 to enhance art within the city, seconded by Councilman Taylor and motion carried.  
 599 (All Voted Yes).

600

601 11. City Attorney's Report. None.

602 12. City Manager's Report.

603

604 A. Discussion and update on top ten delinquent property tax payers. NO ACTION  
 605 REQUIRED.

606

607 Councilman Clay asked, did we receive the money at 1:00 p.m. today?

608

609 Director of Finance & Accounting Althea Philord-Bradley came forward and said no, sir.

610

611 Councilman Clay asked, are they stringing us along?

612

613 Director of Finance & Accounting Althea Philord-Bradley said pretty much.

614

615 Ms. Smith came forward and said I talked to the owner on Friday, and the agreement was to  
 616 come in today by 1:00 p.m. to make a payment, and they did not make that commitment. I  
 617 sent an email to the proper parties to start making notifications tomorrow.

618

619 Councilman Clay asked, can we cut them off?

620

621 Ms. Smith said I don't know.

622

623 Councilman Clay asked, how much do they owe now?

624

625 Ms. Smith said upwards of \$30,000.00 on utilities.

626

627 City Manager Terrence Moore said my process would be a 7-day notice. We can disconnect  
 628 on February 7, 2020 based on delinquency.

629

630 Ms. Smith said keep in mind that is water, so we would have to notify residents on the  
 631 property.

632

633 Councilman Gay asked, have you seen that we have a lien on all these delinquent property  
 634 taxes? A lot of the owners are selling these properties, and we missed the money.

635

636 Ms. Smith said yes, on deeds.

637

638 Mayor Motley Broom asked, what is the threshold for going through the process of getting a  
 639 lien?

640

641 Ms. Smith said we are tightening up on the process.

## Main Street Wall Mural

Cost to complete mural approximately 100 feet long (1100 sq feet painted) on wall at south entrance of Main Street:

Total Project cost	\$27,000.00
Go Georgia Arts Grant	\$ 6,000.00
Less amount paid	<u>- \$ 3,000.00</u>
Remaining balance	\$15,000.00

**Remaining balance due \$15,000.00**

With this balance paid, the city will receive the mural painted within the walled section between the two light poles. Public Works will work with the Main Street office for preparation of the wall by pressure washing and repairing a minor crack. A citizen volunteer crew will be assembled to paint the two walled sections 120 feet and 75 feet.

### Proposal to Park N Fly Representatives:

- We'd want to specify the timeframe for the mural to be on our property. Maybe 3-5 years or so? **The city prefers the agreement to be active for 5-10 years as this will be a "welcome to the city" mural**
- We'd still need design/final approval for the mural **Attached is the proposed image.**
- We'd want to see how often our ads would run on the sign at the convention center (for same period as mural on the PNF property) **Your ads will run for the entire time of the agreement, 5-10 years. Parameters for the image you create would be as follows: graphics should be sized at 480 pixels wide x 360 pixels high and must be submitted to me in a JPEG file. Image will then be forwarded to the program manager at the GICC for placement.**
- We'd need to be able to submit new creative for the sign and have a mechanism for doing that **Same as statement above. Images need to be submitted to me via email and will be forwarded as long as they meet the measurement guidelines above.**
- We'd want exclusivity for our ads on the convention center sign – no other off-airport parking companies in the rotation **Your parking business will have exclusivity for advertising. The only time another company within this type would be advertised is if they are having a convention held at the GICC.**



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8771

**DATE:** April 12, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Terrence R. Moore, City Manager

**FROM:** Michael Hicks, Chief Information Officer

**RE:** Email Archiving Renewal

**PURPOSE:** To renew the email archiving software protection service for one year. I have also attached the current invoice.

**REASON:** To provide protection and archiving of all emails.

**RECOMMENDATION:** To pay the renewal fee.

**BACKGROUND:** Stratoguard, LLC is the reseller for Mimecast which is our email archiving software. We use this software to retrieve historical emails.

**COST TO CITY:** \$37,147.44

**BUDGETED ITEM:** Yes. Acct. # 100-1535-52-5730.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** April 12, 2021.

**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:** Chief Information Officer-Michael Hicks

**ATTACHMENTS:**

- Mimecast Renewal 4-08-21 (PDF)

**Review:**

- Michael Hicks Completed 04/12/2021 8:25 AM
- Rosyline Robinson Completed 04/12/2021 3:58 PM
- Althea Philord-Bradley Completed 04/13/2021 3:07 PM
- Mercedes Miller Completed 04/14/2021 1:36 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



**Stratoguard, LLC**  
 1385 S. Colorado Blvd.  
 Building A, Suite 200  
 Denver, CO 80222

# Invoice

Invoice Date:	Invoice #:
4/2/2021	T07-8613

Bill To:
City of College Park, GA Att: Michael Hicks P.O. box 87137 College Park, GA 30337

P.O. Number:	Terms	Due Date:
		4/20/2021

Description	Hours/Qty	Rate	Amount
Mimecast Enterprise - Email Security, Email Archiving, with 99 Year Retention and Litigation Hold (Annual Service May 1, 2020 through April 30, 2021)	550	59.88	32,934.00
Historic Data Maintenance per GB per month (Annual)	532	7.92	4,213.44

Thank you for your business.	<b>Total</b>	\$37,147.44
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$37,147.44

720-524-0250 x109



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8754

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Michelle Alexander, City Planner

**RE:** Consideration of and Action on an Indoor Smoking Ordinance

**PURPOSE:** Consideration of and Action on Indoor Smoking Ordinance

**REASON:** Consideration of and Action on an Indoor Smoking Ordinance

**RECOMMENDATION:** Staff recommends adoption of the attached ordinance.

**BACKGROUND:** At the March 15, 2021 Workshop Meeting, Mayor and Council directed staff to propose a smoking ordinance to regulate the smoking of tobacco products in the City of College Park. The ordinance prohibits smoking in most places throughout the City with a few exceptions. The exceptions include restaurants and tobacco retail stores if they meet the following requirements:

1. A specific area must be designated for smoking.
2. The proper ventilation must be installed.
3. The establishments must be 21 and up.

**CITY COUNCIL HEARING DATE:** April 19, 2021

**STAFF:** Michelle Alexander, City Planner. Shavala Moore, City Clerk.

### ATTACHMENTS:

- College Park - Indoor smoking ordinance4.9.21 (DOCX)

### Review:

- Michelle Alexander      Completed      04/09/2021 1:01 PM
- Rosyline Robinson      Completed      04/09/2021 2:47 PM

- Shavala Moore Completed 04/13/2021 1:12 PM
- City Attorney's Office Completed 04/14/2021 10:09 AM
- Police Pending
- Inspections Completed 04/13/2021 3:54 PM
- Mercedes Miller Completed 04/14/2021 2:12 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



25 The following words, terms and phrases, when used in this article, shall have  
26 the meanings ascribed to them in this section, except where the context clearly  
27 indicates a different meaning:

28 *Bar* means an establishment that is devoted to the serving of alcoholic  
29 beverages for consumption by guests on the premises and in which the serving  
30 of food is only incidental to the consumption of those beverages, including, but  
31 not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

32 *Employee* means an individual who is employed by a business in consideration  
33 for direct or indirect monetary wages or profit.

34 *Employer* means an individual or a business that employs one or more  
35 individuals.

36 *Enclosed Area* means all space between a floor and a ceiling that is bounded  
37 on all sides by solid walls or windows, exclusive of doorways, which extend  
38 from the floor to the ceiling.

39 *Hookah* – water pipe used to smoke shisha, a flavored tobacco or herbal  
40 product.

41 *Place of employment* means any enclosed area under the control of a public or  
42 private employer that employees utilize during the course of employment,  
43 including, but not limited to, work areas, employee lounges, restrooms,  
44 conference rooms, meeting rooms, classrooms, employee cafeterias, and hallways.  
45 A private residence is not a place of employment unless it is used as a licensed  
46 child care, adult day-care or health care facility. This term shall not include  
47 vehicles used in the course of employment.

48 *Public place* means an enclosed area to which the public is invited or in which  
49 the public is permitted, including, but not limited to, banks, bars, educational  
50 facilities, health care facilities, laundromats, public transportation facilities,  
51 reception areas, restaurants, retail food production and marketing  
52 establishments, retail service establishments, retail stores, shopping malls, sports  
53 arenas, theaters, and waiting rooms. A private residence is not a public place  
54 unless it is used as a licensed child care, adult day-care, or health care facility.

55 *Restaurant* means an eating establishment, including, but not limited to, coffee  
56 shops, cafeterias, sandwich stands, and private and public-school cafeterias, which  
57 gives or offers for sale food to the public, guests, or employees, as well as kitchens  
58 and catering facilities in which food is prepared on the premises for serving  
59 elsewhere. The term shall include a bar area within any restaurant.

60 *Retail vapor products store* means a retail store utilized primarily for the sale of  
61 vapor products and accessories and in which the sale of other products is merely  
62 incidental.

63 *Retail tobacco store* means a retail store for ages 21 and up utilized primarily for  
 64 the sale of tobacco products and accessories and in which the sale of other  
 65 products is merely incidental.

66 *Service line* means any indoor line at which one or more persons are waiting for or  
 67 receiving service of any kind, whether or not the service involves the exchange of  
 68 money.

69 *Shopping mall* means an enclosed public walkway or hall area that serves to  
 70 connect retail or professional establishments.

71 *Smoking* means inhaling, exhaling, burning or carrying a lighted tobacco product  
 72 including cigarettes, cigars, and pipe tobacco and hookah.

73 *Sports arena* means enclosed sport stadiums and enclosed pavilions, gymnasiums,  
 74 health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and  
 75 other similar places where members of the general public assemble either to engage  
 76 in physical exercise, participate in athletic competition or witness sports or other  
 77 events.

78 *Vapor product* means any noncombustible product containing nicotine that employs  
 79 a heating element, power source, electronic circuit, or other electronic, chemical, or  
 80 mechanical means, regardless of shape or size, that can be used to produce vapor  
 81 from nicotine in a solution or other form. The term 'vapor product' shall include any  
 82 electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar  
 83 product or device and any vapor cartridge or other container of nicotine in a solution  
 84 or other form that is intended to be used with or in an electronic cigarette, electronic  
 85 cigar, electronic cigarillo, electronic pipe, or similar product or device. (See OCGA §  
 86 16-12-170)

### 87 **Section 8-97 - Prohibition of smoking.**

88 *Smoking and vaping is prohibited in public places.* Except as otherwise specifically  
 89 authorized in this Article, smoking shall be prohibited in all enclosed public places in  
 90 the City of College Park

91 *Smoking and vaping is prohibited in places of employment.* Except as otherwise  
 92 specifically provided in this Article, smoking shall be prohibited in all enclosed  
 93 places of employment, including, but not limited to, common work areas,  
 94 auditoriums, classrooms, conference and meeting rooms, private offices,  
 95 elevators, hallways, medical facilities, cafeterias, employee lounges, stairs,  
 96 restrooms, and all other enclosed facilities.

97 *Smoking and vaping is prohibited on city right of way within ten feet of outside  
 98 building entrances and windows where smoking is prohibited.*

99 *Smoking and vaping is prohibited in hotel and motel rooms.*

100 *Smoking and vaping is prohibited in long-term care facilities.*

101 *Smoking and vaping is prohibited in outdoor areas of employment.*

102 *Smoking and vaping is prohibited in private and semi-private rooms in health-care*  
103 *facilities.*

104 *Smoking and vaping is prohibited in bars and restaurants, including outdoor seating*  
105 *or serving areas, except as otherwise specifically authorized in this Article.*

106 *Smoking and vaping is prohibited in convention facility meeting rooms and public*  
107 *and private assembly rooms.*

108 *Smoking and vaping is prohibited in common work areas, conference and meeting*  
109 *rooms, and private offices in private places of employment, other than medical*  
110 *facilities, that are open to the general public by appointment only.*

111 **Sec. 8-98 - Areas exempt from smoking prohibitions**

112 The regulations of smoking pursuant to this article shall not apply in the  
113 following areas:

- 114 (a) Private residences, except when used as a licensed child care, adult day-  
115 care, or health care facility;
- 116 (b) An establishment authorized to sell or serve alcohol for consumption on  
117 the premises under City of College Park Code of Ordinances; generate 20  
118 percent or \$250,000 or more of their annual gross revenue from the sale  
119 of tobacco products; and which deny access to any person under the age  
120 of 21 and do not employ any individual under the age of 21.
- 121 (c) Such establishments must secure a certificate of exemption to be provided  
122 by the city's police department, licenses and permits unit at the time of the  
123 issuance of the initial alcohol license, or at the time of the issuance of the  
124 alcohol license upon renewal thereof, and which shall be displayed  
125 conspicuously in the manner of the alcohol license.
- 126 (d) Such establishments must have a designated area for smoking and that  
127 designated area must have its own separate ventilation system from the main  
128 ventilation system for the establishment.
- 129 (e) Retail tobacco stores and retail vapor product stores.
- 130 (f) Private clubs, military officer clubs, and noncommissioned officer clubs.

131

132 **Sec. 8-99. - Declaration of smoke-free environment.**

133 Notwithstanding any other provisions of this Article, an owner, operator, manager,  
134 or other person in control of an establishment, facility, or outdoor area may declare  
135 that entire establishment, facility, or outdoor area as a nonsmoking place.

136

137 **Sec. 8-100. - Posting of signs.**

138 "No smoking" signs or the international "No Smoking" symbol consisting of a  
139 pictorial representation of a burning cigarette enclosed in a red circle with a red bar  
140 across it may be clearly and conspicuously posted by the owner, operator,  
141 manager, or other person in control in every public place and place of employment  
142 where smoking is prohibited by this chapter.

143

144 **Sec. 8-101. - Enforcement.**

145 This article shall be enforced by the department of police.

146

147 (a) The city solicitor may initiate any action seeking enforcement of this article on  
148 the solicitor's own motion or upon information provided by any citizen. Any  
149 officer of the city police department also may initiate an action for violation of  
150 this article if a violation occurs in such officer's presence. Any other police  
151 officer whose jurisdiction is located within the city may initiate an action for  
152 violation of this article if a violation occurs in such officer's presence provided  
153 that the violation occurs within that officer's jurisdiction.

154 (b) Any owner, operator or manager of any establishment regulated by this  
155 article shall inform persons violating this article of this article's provisions.

156 **Sec. 8-102. - Other applicable laws.**

157 This article shall not be interpreted or construed to permit smoking where it is  
158 otherwise restricted or prohibited by other applicable laws, regulations or policies.

159

160 **Sec. 8-103. - Violations and penalties.**

161 Every person who owns, manages, operates, or otherwise controls a public place or  
162 place of employment and who fails to comply with the provisions of this Article  
163 shall be guilty of an infraction, punishable by:

164 A fine not exceeding one hundred dollars (\$100) for a first violation.

165 A fine not exceeding two hundred dollars (\$200) for each additional violation  
166 within one (1) year.

167 **Sec 8-104 -Indoor Air Certificate of Exemption.**

168 (a) Pursuant to City of College Park code, certain establishments authorized  
169 for sale or service of alcohol for consumption on the premises are exempt  
170 from the prohibition of smoking contained therein as follows:



- 171 (b) Establishments authorized to sell or serve alcohol for consumption on the  
172 premises under this division which certify that they generate 20 percent or  
173 \$250,000 or more of their annual gross sales from the sale of tobacco  
174 products; and which deny access to any person under the age of 21 and  
175 do not employ any individual under the age of 21 shall be provided a  
176 certificate of exemption by the licenses and permits unit at the time of the  
177 issuance of the initial alcohol license, or at the time of the issuance of the  
178 alcohol license upon renewal thereof.
- 179 (c) The certificate of exemption shall be displayed conspicuously in the  
180 manner of the alcohol license.

181  
182  
183

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby  
184 incorporated by reference as if fully set out herein.

185 **Section 3.** (a) It is hereby declared to be the intent of the Mayor and Council that  
186 all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,  
187 upon their enactment, believed by the Mayor and Council to be fully valid, enforceable  
188 and constitutional.

189 (b) It is hereby declared to be the intent of the Mayor and Council that, to the  
190 greatest extent allowed by law, each and every section, paragraph, sentence, clause or  
191 phrase of this Ordinance is severable from every other section, paragraph, sentence,  
192 clause or phrase of this Ordinance. It is hereby further declared to be the intent of the  
193 Mayor and Council that, to the greatest extent allowed by law, no section, paragraph,  
194 sentence, clause or phrase of this Ordinance is mutually dependent upon any other  
195 section, paragraph, sentence, clause or phrase of this Ordinance.

196 (c) In the event that any phrase, clause, sentence, paragraph or section of this  
197 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or  
198 otherwise unenforceable by the valid judgment or decree of any court of competent  
199 jurisdiction, it is the express intent of the Mayor and Council that such invalidity,

200 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not  
201 render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases,  
202 clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest  
203 extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and  
204 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force  
205 and effect.

206 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby  
207 expressly repealed.

208 **Section 5.** The effective date of this Ordinance shall be the date of adoption  
209 unless otherwise specified herein.

210 **SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

214 **CITY OF COLLEGE PARK, GEORGIA**

218 \_\_\_\_\_  
219 **Bianca Motley Broom**, Mayor

222 **ATTEST:**

226 \_\_\_\_\_  
227 **Shavala Moore**, City Clerk

230 **APPROVED AS TO FORM BY:**

234 \_\_\_\_\_  
235 City Attorney



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8783

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Sharis McCrary, Deputy Chief of Police

**RE:** Speed Cushion Locations

Update by the College Park Police Department on speed cushions inside the City limits (both existing and upcoming locations). See attached list.

Thank you.

### ATTACHMENTS:

- speed cushion locations (PDF)
- Regular Session Minutes Excerpt\_03-02-2020 (PDF)
- Regular Session Minutes Excerpt\_02-01-2021 (PDF)

### Review:

- Sharis McCrary Completed 04/14/2021 12:09 PM
- Rosyline Robinson Completed 04/14/2021 1:44 PM
- Mercedes Miller Completed 04/14/2021 2:13 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

AS REQUESTED INFORMATION BELOW ON SPEED CUSHIONS INSIDE CITY LIMITS OF EXISTING AND UPCOMING.

**Existing speed cushions:**

- Atlanta St/Cannon Ct. near 3573 Atlanta St.
- Rugby Ave. /Atlanta St. near 2036 Rugby Ave.
- Lyle Ave/Lyle Ter. near 2253 Lyle Ave.
- Rugby Ave./ Jackson St. near 1693 Rugby Ave (Woodward complex)
- 4547 Herschel Rd.
- 4515 Herschel Rd. near (community garden ward 4)
- 4473 Herschel Rd.
- 2704 Lakeshore Dr.
- Herschel Rd./ Skyline Dr. (just north of skyline)
- 4169 Herschel Rd.
- Herschel Rd/Charlestown Dr. (just south of Charlestown Dr.)
- 3800 Herschel Rd.
- 3568 Herschel Rd. (waiting for installation any moment...have supplies already)
- 3515 Herschel Rd.

**Upcoming speed cushions:**

- Site 1                    W. Rugby & Lee St.
- Site 2                    Cambridge & Monroe
- Site 3                    Walker St. & Howard
- Site 4 & 5                Madison @ McKay/Johnson Center (2 Cushion)
- Site 6                    Cambridge @ Baseball Field
- Site 7                    Woodward Primary School (Between 1979 & 1978 Mercer)
- Site 8                    1928 Walker
- Site 9                    Between 1829 & 1841 Mercer
- Site 10                  Between 1874 & 1886 Mercer
- Site 11                  1840 Walker

458 Mayor Motley Broom said there should be a formal communication with that person.  
459

460  
461 Director of Finance & Accounting Althea Philord-Bradley said we will send out an email city-  
462 wide.

463  
464 Councilman Clay said on packet page 169, the matrix, all other employees (reading). I don't  
465 understand why the City Manager is authorizing it twice. Same thing for the board members.  
466

467 Mayor Motley Broom said I think the matrix was taken from the City of Atlanta. The  
468 department directors should be City Manager for both. And for City Manager, it should be  
469 Mayor & Council.

470  
471 **ACTION:** Councilman Clay moved to approve a Travel Policy governing the use of elected  
472 official and City employee travel budgets, with changes, seconded by Councilman  
473 Taylor and motion carried. (All Voted Yes).

474  
475 C. Consideration of and action on a request to reduce the speed limit on Herschel Road and  
476 install speed reduction devices.

477  
478 Police Chief Ferman Williford came forward to explain the request. Mr. McPherson is here  
479 to answer any questions.

480  
481 Mr. Rob McPherson came forward and said from the plain profile sheet, we used current GIS  
482 Mapping. There are some restrictions to how close they can be from traffic intersections. We  
483 can put up to 13 speed tables on this road between Roosevelt Highway on the south end all  
484 the way up to Washington Road on the north end.

485  
486 Councilman Clay said and that is counted by the black dots.

487  
488 Mr. McPherson said the black dots indicate speed limit signs.

489  
490 Councilman Clay asked, are the vertical lines where you can put the speed tables?

491  
492 Mr. McPherson said yes.

493  
494 Councilman Clay asked, what are the yellow push pins on the map?

495  
496 Mr. McPherson said that is where the grade starts to exceed the 8 percent.

497  
498 Mayor Motley Broom asked, is it your recommendation to add all of these?

499  
500 Mr. McPherson said I'm not recommending; I'm just telling you where they can go. The cost  
501 is \$15,000.00 to \$18,000.00 each.  
502

503 Councilman Clay said I thought the 4 push pins were where you are going to put the speed  
504 tables. And I was saying, why does the estimate say we are only going to put in 3? That  
505 answers that question. And Chief, where are the 3 on the map that we are going to put in?  
506

507 Police Chief Ferman Williford said we will put 2 or 3 off of Washington Road. Two would  
508 be adequate, and then down toward Skyline close to Wally Park.  
509

510 Mayor Motley Broom asked, do we have a sense about where people pick up speed on  
511 Herschel?  
512

513 Police Chief Ferman Williford said on the south side. It is pretty much the entire road.  
514

515 Councilman Gay said most of the accidents is at Skyline and Old National. Two speed tables  
516 will slow the speeding down.  
517

518 Mayor Motley Broom agreed.  
519

520 Councilman Clay said I'm thinking on either side of those big dips, so that at least when you  
521 go into the dip, you are not going in like a bat, and when you come out and get to the top of  
522 that hill, you better be going slowly.  
523

524 Councilman Gay asked, can we start off with 6, and see how it works?  
525

526 Mr. McPherson said yes.  
527

528 Councilman Clay asked, will there be enough room for emergency vehicles like there is for  
529 the rubber speed cushions we have been putting in?  
530

531 Police Chief Ferman Williford said we can design them for that.  
532

533 Councilman Clay said they cost \$2,000.00 a piece.  
534

535 Police Chief Ferman Williford said the cost is \$2,500.00.  
536

537 Councilman Clay said you can move the rubber cushions. Why not start out with the rubber  
538 cushions, and once we get the right locations, we will go ahead and replace them with  
539 asphalt?  
540

541 Mayor Motley Broom said the placement is based upon collaboration of the Police  
542 Department and Prime Engineering, correct?  
543

544 Police Chief Ferman Williford said correct.  
545

546 Mayor Motley Broom said and reduce the speed limit from 35 mph to 25 mph.  
547

548 Police Chief Ferman Williford said correct.

549  
 550 **ACTION:** Councilman Clay moved to approve the request from Chief of Police Ferman  
 551 Williford to reduce the speed limit on Herschel Road and install 6 speed humps, with  
 552 the proviso that rubber cushions are placed on a temporary basis and asphalt speed  
 553 humps are placed on a permanent basis, seconded by Councilman Gay and motion  
 554 carried. (All Voted Yes).  
 555

556 D. Clarification Regarding the Mayor's HOPE Scholarship Program.  
 557

558 This item was removed from the agenda.  
 559

560 10. New Business.  
 561

562 A. Consideration of and action on a request regarding the deployment of Red Speed School  
 563 Zone Cameras for speed enforcement in school zones.  
 564

565 Police Chief Ferman Williford came forward to explain the request.  
 566

567 Councilman Clay said on packet page 213, Item J (reading), what is our procedure for doing  
 568 that?  
 569

570 Police Chief Ferman Williford said it is to collaborate with Red Speed and confirm the  
 571 violation. They do the fees and fines. There are no points to the driver's license. However,  
 572 as I read the Code Section, if someone fails to pay those citations, their registration can be  
 573 frozen, until they pay those citations.  
 574

575 Councilman Clay asked, if something goes wrong, how do we get ahead of it and make sure  
 576 that we have a good procedure for doing that? Is there a communication link? A response?  
 577

578 Male Speaker came forward and said there is a signed affidavit that they sign before the Police  
 579 Chief and Judge, and that is communicated to us, and we then take care of that by mail or  
 580 email.  
 581

582 Councilman Clay asked, do you respond back to the Police Department that yes, I received  
 583 that affidavit and sent the email that takes care of it, or is it just open-ended?  
 584

585 Male Speaker said we do respond back.  
 586

587 Councilman Clay reading at the bottom of the page.  
 588

589 Police Chief Ferman Williford said that is a disclaimer from the website. We are agreeing to  
 590 accept the Code Section as it is written.  
 591

592 Councilman Clay asked, is that in the contract that we are going to sign?  
 593

594 Police Chief Ferman Williford said yes, sir.

595  
596 Councilman Clay said on packet page 218, Item 5 (reading), this is not a 30-day notice. If  
597 everybody is good with 60 days, I'm okay with it.  
598

599 Councilman Clay said on packet page 219, Item 6, down 6 lines (reading), I would rather it  
600 be business days or calendar day. What would you consider, City Manager, to be more  
601 reasonable? 10 business days?

602 City Manager Terrence Moore said I believe it would.  
603

604 Councilman Clay asked, can we change it to 10 business days?  
605

606 Male Speaker said I will refer to my boss.  
607

608 Councilman Gay said I have a couple of concerns. I have a problem with speed detectors.  
609 They became such a problem in the City of Atlanta. It is too excessive. I'm not ready to start  
610 sending people to court for speeding. Main Street asked us for a few speed breakers and a  
611 little more police presence. Personally, I'm not one for being so punitive when it comes to  
612 violations.  
613

614 Councilman Gay said I think I saw somewhere where you are also going to be able to look at  
615 a lot of other stuff. It is going to create some other issues.  
616

617 Police Chief Ferman Williford said we are not going to look for other infractions, unless there  
618 is a criminal investigation involved.  
619

620 Councilman Gay said I don't want to profile Lakeshore Drive. I want to try it at your school  
621 and see how it works. These are not random people. These are moms and dads. And I don't  
622 think we should pay this much money for it.  
623

624 Councilman Clay said I do want them around College Park Elementary. So, if we have to  
625 take a vote, then we need to take a vote. Once you send people to court once, the intent is to  
626 deter them from speeding. As far as the license plate readers, the extra 2 percent fee for having  
627 the license reader, what do you get for it? And if we don't get that much for it, take it out.  
628 Do we have the latitude for like, say, the first month to give them a warning? And you guys  
629 have to weigh in on this.  
630

631 Male Speaker said the law says we have to give a 30-day warning.  
632

633 Councilman Gay said nobody is enforcing tractor-trailers. Those can be a \$1,000.00 ticket.  
634 Nobody is on Camp Creek enforcing all that speeding.  
635

636 Police Chief Ferman Williford said yes, they are.  
637

638 Mayor Motley Broom said let's divide it out. Let's take 2 votes on it. Do we have a motion  
639 to approve the Red Speed School Zone at College Park Elementary?  
640



229 Councilman Clay said Randall Brackett was missing an EGR Cooler Kit on their parts list.  
 230 And my question was: Do we need one of those? And the Chief said, yes, they were putting  
 231 one in, and he just omitted it from the list.  
 232

233 **ACTION:** Councilman Allen moved to approve a request from Fire Chief Wade Elmore on  
 234 emergency repairs to the Fire Department Ladder Truck, seconded by Councilman  
 235 Clay and motion carried. (All Voted Yes).  
 236

237 B. Consideration of and action on a request for approval to renew Barracuda Back-up  
 238 Appliance used in Public Safety and Cloud storage for one year.  
 239

240 Mayor Motley Broom said I was confused about the memo that accompanied this because you  
 241 are looking to replace the product sometime next year.  
 242

243 Chief Information Officer Michael Hicks said yes, ma'am. What I listed in the memo was  
 244 other equipment that could replace it right now.  
 245

246 Mayor Motley Broom asked, if there is something that could replace it, why are we renewing  
 247 it?  
 248

249 Chief Information Officer Michael Hicks said I was told we don't have the funding for the  
 250 other equipment right now.  
 251

252 Councilman Clay said it is about \$400,000.00, or something like that.  
 253

254 Mayor Motley Broom said that's a significant difference.  
 255

256 Chief Information Officer Michael Hicks said it is \$80,000.00 a year, so I plan on putting it  
 257 in the budget for next year.  
 258

259 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer  
 260 Michael Hicks to renew Barracuda Back-up Appliance used in Public Safety and  
 261 Cloud storage for one (1) year, seconded by Councilman Gay and motion carried.  
 262 (All Voted Yes).  
 263

264 C. Consideration of and action on a request for approval to install speed cushions on streets  
 265 in the North end of the City within areas of Woodward Academy to reduce speeding and  
 266 make the area safer for the community.  
 267

268 Councilman Clay said the question that was brought up during the citizens' comments, the  
 269 source of funds is Woodward Academy. We are appreciative of the partnership that we have  
 270 with Woodward. It makes it not just safer for their students, but it makes it safer for the  
 271 students walking to the schools and for the neighborhood in general. I wish we could have  
 272 justified asking Woodward to put something out on Rugby, but that's really a little far field  
 273 from the school's proximity. So, that is the history on it.  
 274

275 Councilman Clay further said there are a couple of sites on there, sites 9 and 10, where we  
 276 have a range of addresses. The College Park Police Department weighed in on sites 8 through  
 277 11, and in doing so, we knew 2 locations for sure that we wanted to put them, but the other 2  
 278 locations we gave as a range, and it is something we have to explore. It will be between those  
 279 houses in that range.

280  
 281 Councilman Allen said I talked with Mr. Connor at Woodward Academy. We walked the  
 282 campus and looked at the spots he wants to do in Ward 3, and I concur with every single one  
 283 of them.

284  
 285 **ACTION:** Councilman Clay moved to approve a request from Police Chief Ferman Williford to  
 286 install speed cushions on streets in the north end of the City within areas of  
 287 Woodward Academy to reduce speeding and make the area safer for the community,  
 288 seconded by Councilman Allen and motion carried. (All Voted Yes).

289  
 290 9. Unfinished (Old) Business.

291  
 292 A. Consideration of a mural design for the wall facing Main Street on the front of the  
 293 College Park Auditorium Building.

294  
 295 Main Street Manager Renee Coakley said we want to have the mural moved over to the south  
 296 end of Main Street. What you have before you tonight is the proposal from the Muralist to  
 297 present this mural on a section of that wall. It is over 300 feet long. His proposal is to create  
 298 the mural in-between the 2 power poles, and then my request to Mayor & Council is to put  
 299 together a volunteer crew to paint the other 2 sides of that wall. And the proposal that you  
 300 have before you would be the remaining balance that would be due to the Muralist to complete  
 301 this size of a mural on that wall.

302  
 303 Mayor Motley Broom asked, any questions for Ms. Coakley?

304  
 305 Councilman Clay asked, where do we find the \$15,000.00?

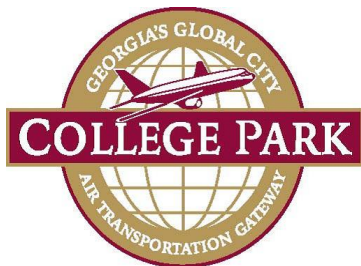
306  
 307 Main Street Manager Renee Coakley said I had a conversation with City Manager, and it was  
 308 determined that there were advertising dollars, and that would be where the funds would come  
 309 from.

310  
 311 Councilman Clay said it's a related fund. It is advertising the city. That makes sense that the  
 312 money could be redeployed from that fund.

313  
 314 Councilman Taylor asked, is that for the auditorium?

315  
 316 Mayor Motley Broom said no, it is for the wall that is at the intersection of Main Street and  
 317 Lee.

318  
 319 Councilman Taylor said I was under the impression we were going to keep this mural for the  
 320 auditorium and do something different for the one you are talking about now.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8757

**DATE:** April 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Milller, Interim City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Approval of Ordinance and IGA for Provisions of Election Services - Fulton County and College Park

**PURPOSE:** To seek approval of the adoption of an ordinance for the provision of election services by Fulton County.

Georgia law requires the City of College Park's Mayor and Council to adopt an ordinance authorizing Fulton County to conduct election services. The ordinance also authorizes execution of an Intergovernmental Agreement between the City and Fulton County regarding the provision of election services for the November 2, 2021 regular election, and if necessary, the November 30, 2021 runoff election. The costs for the November 2, 2021 election are \$30,219.00, and the costs for the November 30, 2021 Runoff election are \$25,114.00.

**RECOMMENDATION:** Adoption of ordinance and approval of IGA.

**BACKGROUND:** Before entering into an Intergovernmental Agreement with Fulton County and the City of College Park for Election Services for the November 2, 2021 election, an ordinance must be adopted by the City of College Park's Mayor and Council.

### ATTACHMENTS:

- CP- Ordinance 2021 Elections IGA with Fulton County (DOCX)
- Contract - College Park Nov 2021 (DOC)

### Review:

- Shavala Moore Completed 04/09/2021 3:02 PM
- Rosylie Robinson Completed 04/12/2021 3:32 PM

- City Attorney's Office Completed 04/13/2021 3:30 PM
- Mercedes Miller Completed 04/14/2021 1:31 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM

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

4  
5 **ORDINANCE 2021-03**  
6

7 AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE  
8 PARK, GEORGIA TO ADOPT AND ENTER INTO AN INTERGOVERNMENTAL  
9 AGREEMENT FOR THE PROVISION OF ELECTION SERVICES WITH FULTON  
10 COUNTY, GEORGIA TO CONDUCT THE 2021 GENERAL MUNICIPAL ELECTIONS;  
11 TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND FOR OTHER LAWFUL  
12 PURPOSES.

13 **WHEREAS**, the duly elected governing authority of the City of College Park,  
14 Georgia (the "City") is the Mayor and Council thereof; and

15 **WHEREAS**, the Georgia Election Code, O.C.G.A. § 21-2-45(c), provides that the  
16 governing authority of a municipality may authorize any county within which that  
17 municipality wholly or partially lies to conduct any or all elections held pursuant to the  
18 Georgia Election Code; and

19 **WHEREAS**, Fulton County has presented an Intergovernmental Agreement to the  
20 City of College Park for the provision of election services for the City of College Park  
21 General Election to be held on November 2, 2021, in the amount of \$30,219.00 and the  
22 City of College Park General Runoff Election to be held on November 30, 2021 (should  
23 there be one), in the amount of \$25,114.00 with a projected total cost of \$55,333.00.

24 **WHEREAS**, the governing authority of the City of College Park desires to authorize  
25 Fulton County Board of Registration and Elections to conduct the 2021 General Municipal  
26 Elections.

27           **NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR**  
28 **AND COUNCIL OF THE CITY OF COLLEGE PARK**, and by the authority thereof:

29           **Section 1:** The College Park Mayor and City Council hereby authorize the Fulton  
30 County Board of Registration and Elections to operate as the “Superintendent” of the  
31 aforementioned election and shall perform any and all functions of the City or any of its  
32 officials in connection with the conduct of such election or runoff thereof and, thereby,  
33 approves the Intergovernmental Agreement with Fulton County for the conduct of said  
34 election in the same or substantial format as attached hereto and incorporated herein by  
35 reference.

36           **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby  
37 incorporated by reference as if fully set out herein.

38           **Section 3.** (a) It is hereby declared to be the intent of the Mayor and Council that  
39 all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,  
40 upon their enactment, believed by the Mayor and Council to be fully valid, enforceable  
41 and constitutional.

42           (b) It is hereby declared to be the intent of the Mayor and Council that, to the  
43 greatest extent allowed by law, each and every section, paragraph, sentence, clause or  
44 phrase of this Ordinance is severable from every other section, paragraph, sentence,  
45 clause or phrase of this Ordinance. It is hereby further declared to be the intent of the  
46 Mayor and Council that, to the greatest extent allowed by law, no section, paragraph,  
47 sentence, clause or phrase of this Ordinance is mutually dependent upon any other  
48 section, paragraph, sentence, clause or phrase of this Ordinance.

49 (c) In the event that any phrase, clause, sentence, paragraph or section of this  
50 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or  
51 otherwise unenforceable by the valid judgment or decree of any court of competent  
52 jurisdiction, it is the express intent of the Mayor and Council that such invalidity,  
53 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not  
54 render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases,  
55 clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest  
56 extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and  
57 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force  
58 and effect.

59 **Section 4.** The effective date of this Ordinance shall be the date of adoption  
60 unless otherwise specified herein.

61  
62 **SO ORDAINED AND EFFECTIVE**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

63  
64  
65 **CITY OF COLLEGE PARK, GEORGIA**

66  
67  
68  
69  
70 \_\_\_\_\_  
71 **Bianca Motley Broom**, Mayor

72 **ATTEST:**

73  
74 \_\_\_\_\_  
75 **Shavala Moore**, City Clerk

76  
77 **APPROVED AS TO FORM BY:**

78  
79 \_\_\_\_\_  
80  
81  
82 City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ELECTION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
CITY OF COLLEGE PARK, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of College Park, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

**WHEREAS**, the parties to this Agreement are both governmental units; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

**WHEREAS**, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

**WHEREAS**, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and City agree as follows:



**ARTICLE 1  
CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

**ARTICLE 2  
TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

**ARTICLE 3  
DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

#### **ARTICLE 4 COMPENSATION AND CONSIDERATION**

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.
- ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.
- iii) If based on the estimated election costs a refund is due to the City, said refund will issue within ninety (90) days after the election.
- iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

## **ARTICLE 5 LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including,

without limitation, reasonable attorney’s fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County’s personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

**ARTICLE 6  
EMPLOYMENT STATUS**

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

**ARTICLE 7  
RECORDKEEPING AND REPORTING**

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 8  
E-VERIFY AND TITLE VI**

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.



If to the City: City Clerk  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: City Attorney  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 12  
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 13  
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 14  
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 15  
EBINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 16  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**

**APPROVED AS TO SUBSTANCE:**

(Seal)

\_\_\_\_\_  
Chair, Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fulton County Attorney's Office



**APPROVED AS TO SUBSTANCE:**

---

Richard Barron  
Director, Fulton County Department of  
Registration and Elections

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF COLLEGE PARK, GEORGIA**

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

City Clerk (SEAL)

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_

City Attorney

\_\_\_\_\_

City Clerk

**EXHIBIT A**

As per the Agreement executed on \_\_\_\_\_, the City of College Park, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of College Park General Election on November 2, 2021, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Elections Superintendent  
Fulton County Board of Registration and  
Elections (SEAL)



**EXHIBIT B**

**CITY OF COLLEGE PARK**

**PROJECTED CONTRIBUTION**

<b>Election</b>	<b>November 2, 2021 General</b>	<b>November 30, 2021 Runoff</b>
Wards 2 & 4 Council		
Number of Active Registered Voters (as of 3.23.2021)	10,209	10,209
Cost Per Voter	\$2.96	\$2.46
Total Cost	<b>\$30,219</b>	<b>\$25,114</b>
<b>Grand Total</b>	<b>\$55,333.00</b>	



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8703

**DATE:** April 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Jackson Myers, Director of Infrastructure & Development

**RE:** Transfer our Fulton County T-SPLOST

**PURPOSE:** To transfer Fulton County T-SPLOST funding to Aerotropolis Atlanta CIDs to support funding from Georgia Transportation Infrastructure Bank (GTIB) financially enhance our Virginia Avenue Public Safety pedestrian crossing at four locations.

**REASON:** Aerotropolis Atlanta CIDs currently has a contract with one of our engineering firms, POND, to design the public safety crossing at Virginia Avenue and Adam Street. Adding engineering and construction services to the existing Aerotropolis Atlanta CID's contract to maintain uniform operational and safety crossing on Virginia Avenue project enhances operational and construction efficiency.

**RECOMMENDATION:** To transfer funding from College Park, Fulton County T-SPLOST funds to Aerotropolis Atlanta CID,s.

- \*. **CP-7/CP-106: Operation and Safety Main Street at Virginia Avenue Intersection Improvement**
- **CP-9/CP-108: Operation and Safety Virginia Avenue at College Street Intersection Improvement**
- **CP-10/CP-109: Operation and Safety Virginia Avenue at Adams Street Intersection Improvement**
- **CP-11/CP-110: Operation and Safety Virginia at Madison Street Intersection Improvement**

**BACKGROUND:** In April 2020, the Aerotropolis Atlanta CIDs received a grant award from the Georgia Transportation Infrastructure Bank to fund the Virginia Avenue Emerging Technology Deployment project. This project came as a recommendation of the Virginia Avenue Smart Corridor Plan, completed in October of 2019.

The project scope is as follows: “This project will pilot two innovative pedestrian safety technologies including in-pavement LED crosswalks and rapid flashing pedestrian beacons with automated activation in one or two locations each along Virginia Avenue. Virginia Avenue is considered a high-risk pedestrian corridor and these new technologies will improve safety and serve as a test case for wider applications in the metro area.”

Working through our consultants at Pond & Company, we have identified two sites along the Virginia Avenue corridor for pedestrian improvements. One of these locations falls within the City of College Park, at the intersection of Virginia Avenue and Adams Street. Attached you will find a copy of the preliminary site plan showing more specific information about the proposed improvements and the project site. We are interested in hearing your feedback on the proposed improvements.

**COST TO CITY:** Yes, coming from grant funds collected in our city in the amount of \$704,000, Account Number 235 4962 54 7700 Fulton County T-SPLOST collection.

**BUDGETED ITEM:** Yes, funding is available in College Park Accounting.

**REVENUE TO CITY:** Operation and Safety Intersection Improvements

**CITY COUNCIL HEARING DATE:** April 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None

**AFFECTED AGENCIES:** None

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None

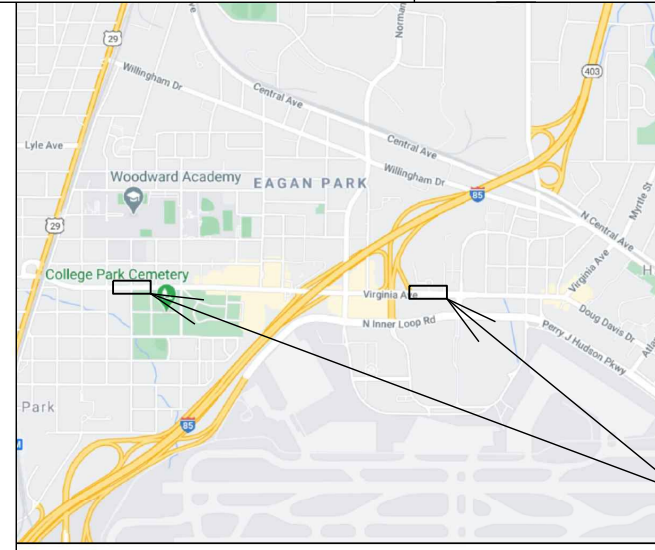
**STAFF:**

**ATTACHMENTS:**

- Virginia Avenue SMART Corridor - Midblock Crossings - 90% Plans (PDF)
- AACIDs-RFB-2021-0001-GTIB-Complete-Package-1 (PDF)

**Review:**

- Jackson Myers Completed 04/13/2021 1:06 PM
- Rosyline Robinson Completed 04/13/2021 1:26 PM
- Althea Philord-Bradley Pending
- Willis Moody Pending
- Mercedes Miller Completed 04/14/2021 2:11 PM
- Mayor & City Council Pending 04/19/2021 7:30 PM



LOCATION SKETCH

SPEED DESIGN:  
VIRGINIA AVENUE - 30/40 MPH  
ADAMS STREET - 25 MPH

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

NOTE: CURB LINES, PROPERTY LINES AND RIGHT-OF-WAY LIMITS SHOWN ARE APPROXIMATE AND ARE BASED ON CURRENTLY AVAILABLE GIS INFORMATION, AERIAL IMAGERY, AND FIELD OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING CONSTRUCTION TO PUBLIC RIGHTS-OF-WAY ONLY AND SHALL NOT ENCROACH UPON PRIVATE PROPERTY WITHOUT LEGAL EASEMENTS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UTILITIES (HORIZONTAL AND VERTICAL), PROPERTY LINES, AND RIGHTS OF WAY. THE ATTENTION OF THE BIDDER IS DIRECTED SPECIFICALLY TO SUB SECTIONS 102.04, 102.05, AND 104.03 OF THE GDOT SPECIFICATIONS. ALL DEVICES, EQUIPMENT, AND MATERIALS INSTALLED SHALL BE INSTALLED WITHIN THE EXISTING RIGHT OF WAY.

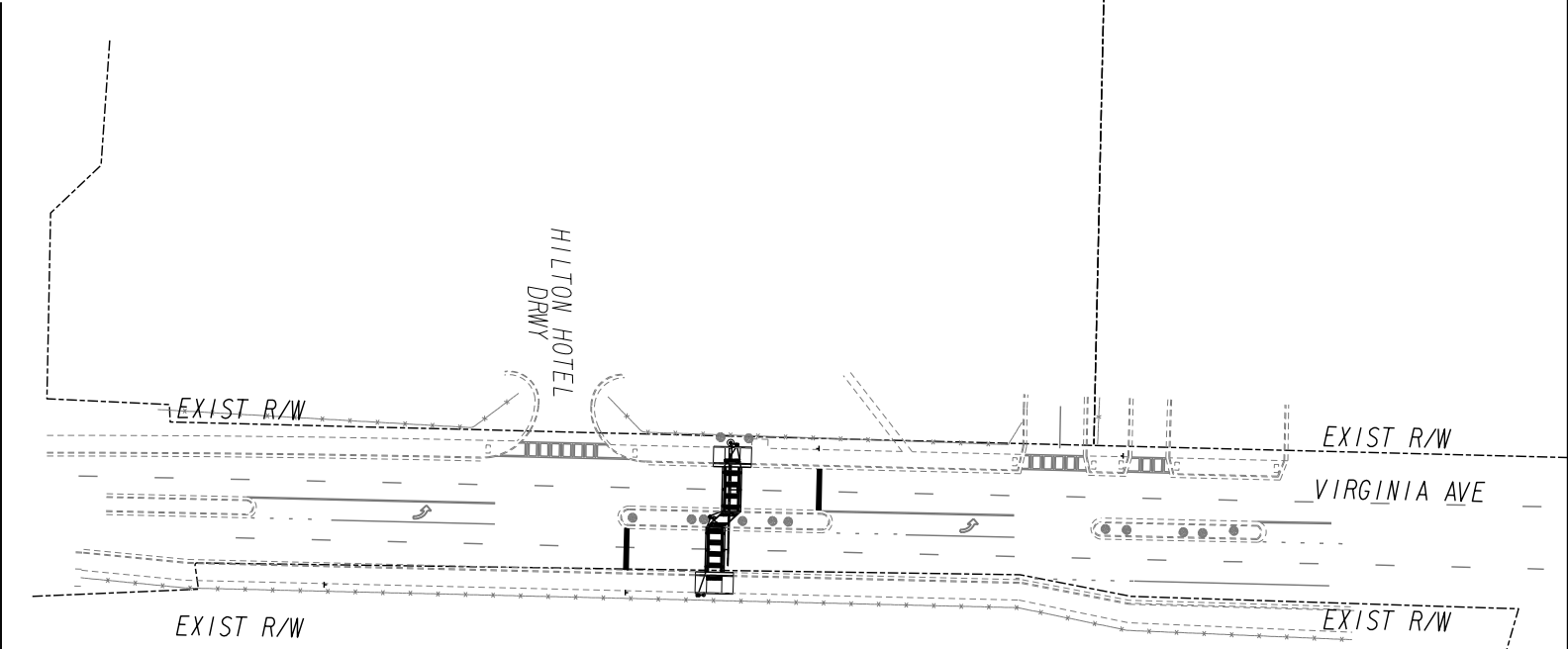
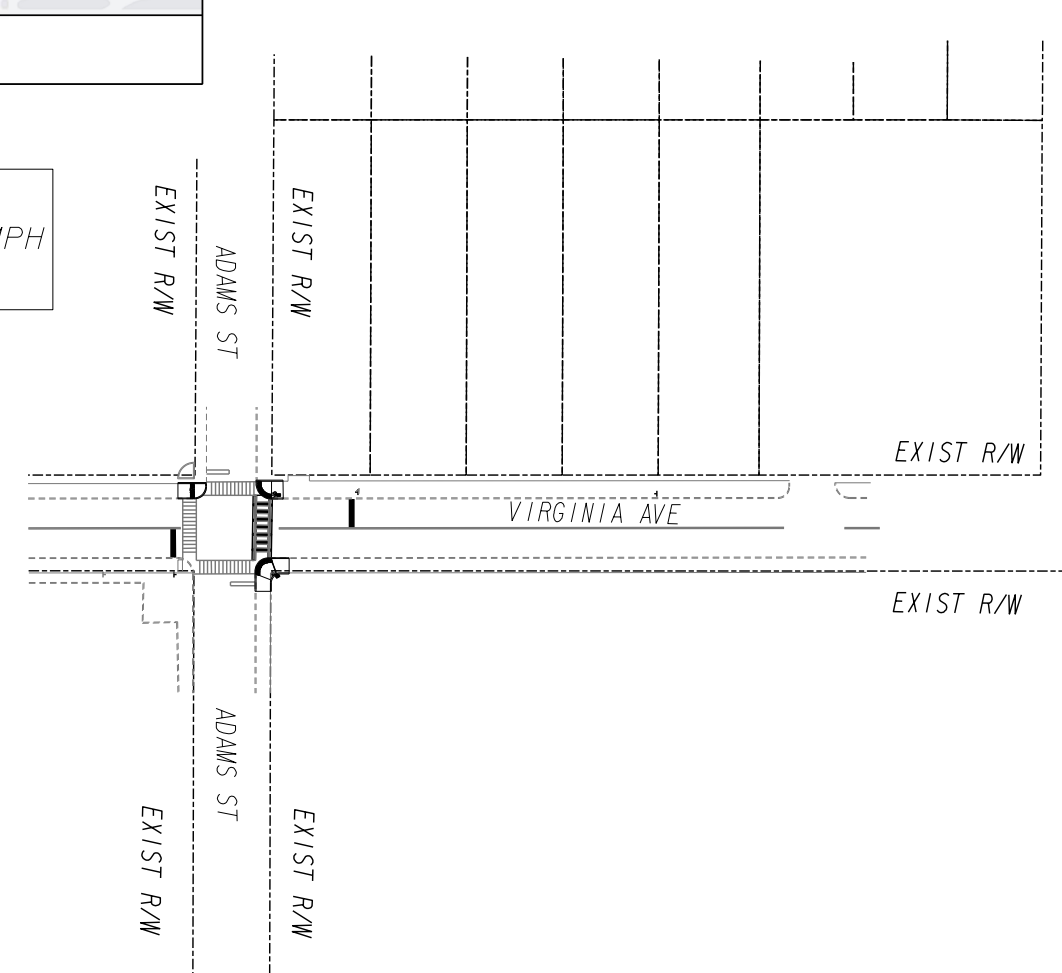
THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND AEROTROPOLIS ATLANTA CID IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

# AEROTROPOLIS ATLANTA COMMUNITY IMPROVEMENT DISTRICTS

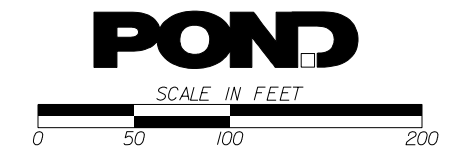
## PLAN AND PROFILE OF PROPOSED VIRGINIA AVENUE SMART CORRIDOR MIDBLOCK CROSSINGS



PROJECT LOCATION



PREPARED BY: \_\_\_\_\_ DESIGN



DATE	CHIEF ENGINEER
PLANS COMPLETED	02-05-2021
REVISIONS:	

DRAWING No. 01-001





# SUMMARY OF QUANTITIES

ROADWAY ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
150-1000	LS	TRAFFIC CONTROL	1
210-0100	LS	GRADING COMPLETE	1
441-0104	SY	CONC SIDEWALK, 4 IN	98
441-5002	LF	CONCRETE HEADER CURB, 6 IN, TP 2	75
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	20
441-6216	LF	CONC CURB & GUTTER, 8 IN X 24 IN , TP2	40
444-1000	LF	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	320
500-3101	CY	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	7
999-5200	SF	DETECTABLE WARNING SURFACE	7
SIGNING AND MARKING ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
610-9001	EA	REM SIGN	1
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	36
636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	44
636-2070	LF	GALV STEEL POSTS, TP 7	108
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	122
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	255
TRAFFIC SIGNAL/ITS ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
639-3004	EA	STEEL STRAIN POLE, TP IV (WITH 65 FT MAST ARM)	1
682-6222	LF	CONDUIT, NONMETL, TP 2, 2 IN	300
999-3800	LS	RECTANGULAR RAPID BEACON ASSEMBLY INSTALLATION NO. 1 - VIRGINIA AVE AT ADAMS ST	1
999-3800	LS	RECTANGULAR RAPID BEACON ASSEMBLY INSTALLATION NO. 2 - VIRGINIA AVE AT HILTON DRW	1
999-3900	LS	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	1
999-3975	LS	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	1



REVISION DATES	

**SUMMARY OF QUANTITIES**  
 VIRGINIA AVENUE SMART CORRIDOR  
 MIDBLOCK CROSSINGS

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	06-001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

EXISTING UTILITIES

- EXISTING GUY WIRE
- EX.OH ELECTRIC
- EX POWER POLE
- EX TRANSFORMER
- EX.UG ELECTRIC
- EX GAS LINE
- EX GAS METER
- EX GAS VALVE
- EX WATER LINE
- EX FIRE HYDRANT
- EX WATER METER
- EX WATER VALVE
- EX SANITARY SEWER
- EX SS MANHOLE
- EX TELEPHONE MH
- EX OH TELEPHONE
- EX TELEPHONE POLE
- EX UG TELEPHONE
- EX OH CABLE TV
- EX UG CABLE TV
- EX STORM DRAIN
- EX CATCH BASIN
- EX DROP INLET
- EX SD MANHOLE

EXISTING SIGNAL

- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD
- 5 SECTION HEAD
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 1
- PULLBOX, TP 2
- PULLBOX, TP 4
- PULLBOX, TP 5
- 6x6 CALL LOOP
- 6x18 CALL LOOP
- 6x40 PRESENCE LOOP (DIPOLE)
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT
- RAILROAD CONTROLLER
- SIGN POST

PROPOSED SIGNAL

- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD
- 3 SECTION HEAD W/ BACKPLATE
- 4 SECTION HEAD
- 4 SECTION HEAD W/ BACKPLATE
- 5 SECTION HEAD
- 5 SECTION HEAD W/ BACKPLATE
- OVERHEAD STREET NAME SIGN
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 2
- PULLBOX, TP 3
- PULLBOX, TP 4
- PULLBOX, TP 6
- PULLBOX, TP 7
- 6x6 PULSE LOOP
- 6x18 CALL LOOP
- 6x40 PRESENCE LOOP (DIPOLE)
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT (BORED)
- CONDUIT (TRENCHED)
- RAILROAD CONTROLLER
- SIGN POST
- ELECTRICAL SERVICE POINT
- RADAR DETECTION DEVICE
- MAGNETOMETER DETECTION DEVICE
- VIDEO DETECTION DEVICE
- VIRTUAL DETECTION ZONE (RADAR, VIDEO, ETC.)

PROPERTY AND EXISTING R/W LINE		BEGIN LIMIT OF ACCESS.....BLA	
REQUIRED R/W LINE		END LIMIT OF ACCESS.....ELA	
CONSTRUCTION LIMITS		LIMIT OF ACCESS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		REQ'D R/W & LIMIT OF ACCESS	
EASEMENT FOR CONSTR OF SLOPES			
EASEMENT FOR CONSTR OF DRIVES			



REVISION DATES		SIGNAL PLANS	
		VIRGINIA AVENUE SMART CORRIDOR	
		LEGEND	
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	07-004	
CORRECTED:	DATE:		
VERIFIED:	DATE:		

**TRAFFIC SIGNAL GENERAL NOTES**

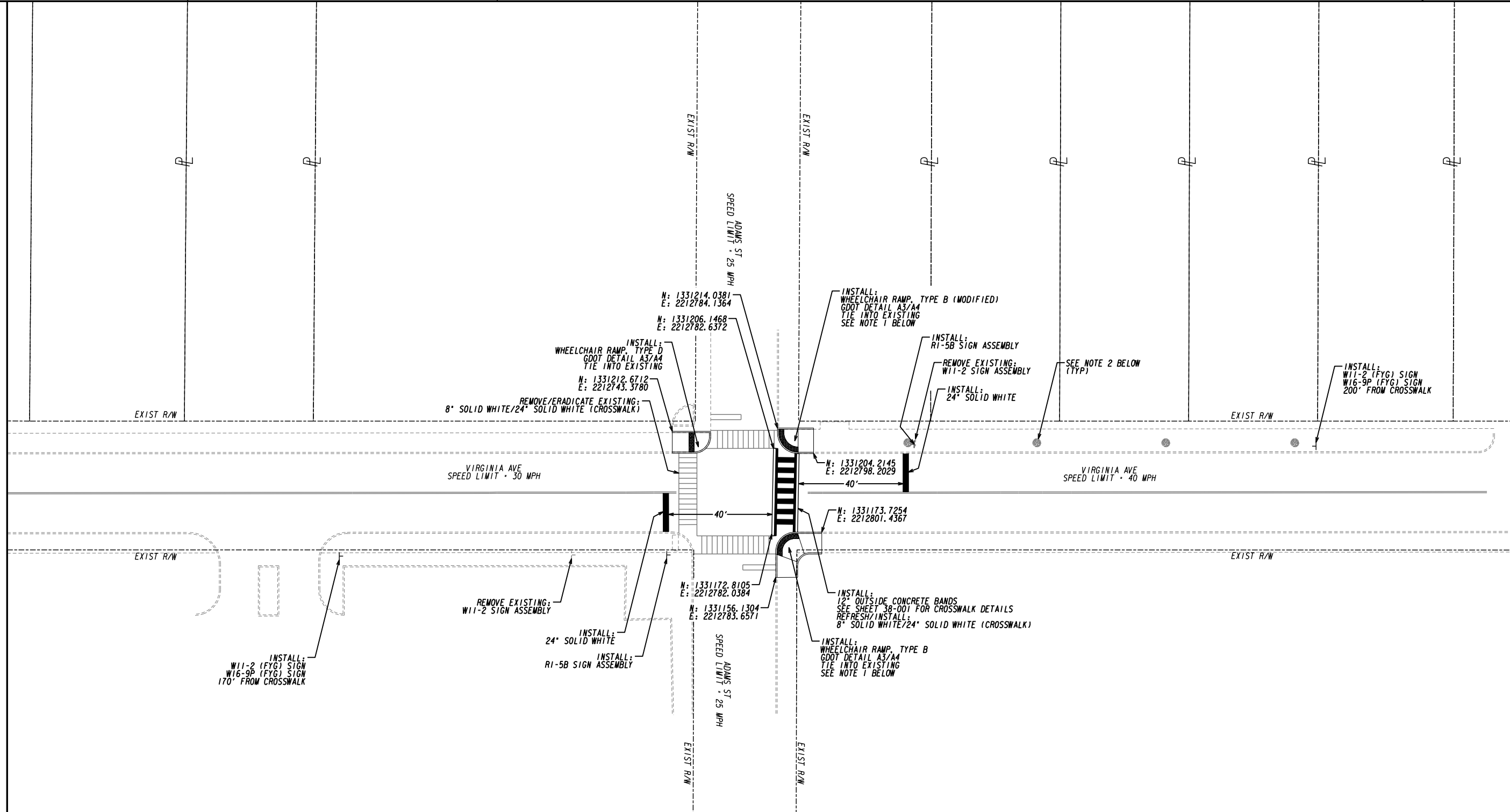
1. THE COMPLETE RRFB INSTALLATION SHALL CONFORM TO ALL APPROPRIATE PARTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
2. OVERHEAD RRFB SHALL BE ERECTED TO PROVIDE AT LEAST 17 FEET BUT NO MORE THAN 19 FEET CLEARANCE FROM BOTTOM OF RRFB TO TOP OF ROAD SURFACE.
3. THE CONTRACTOR SHALL LOCATE UNDERGROUND UTILITIES IN VICINITY OF NEW TRAFFIC SIGNAL POLES PRIOR TO ORDERING. AT THE DISCRETION OF THE ENGINEER, MINOR SHIFTS (UP TO 5 FEET, MAXIMUM) IN LOCATION OF NEW SIGNAL POLES ARE ACCEPTABLE TO AVOID UNDERGROUND UTILITIES. MINIMUM CLEARANCES FROM EDGE OF PAVEMENT SHALL BE MAINTAINED.
4. INSTALLATION IS TO BE CHECKED AND ACCEPTED BY THE CITY OF HAPEVILLE (ADAMS STREET) AND CITY OF COLLEGE PARK (HILTON) TRAFFIC ENGINEER, PRIOR TO FINAL ACCEPTANCE.
5. FOR STRAIN POLE FOUNDATION SIZE AND REINFORCEMENT, SEE GDOT DETAILS FOR STRAIN POLE AND MAST ARM POLE FOUNDATION.
6. MATERIAL CERTIFICATION IS REQUIRED PRIOR TO BEGINNING ANY SIGNAL INSTALLATION WORK. THE CONTRACTOR SHALL FOLLOW PROCEDURES OUTLINED IN GDOT SPECIFICATIONS.
7. ALL EXISTING STOP BARS, WORDS, ARROWS AND CROSSWALKS THAT ARE NOT REMOVED OR RELOCATED SHALL BE REPLACED IN ACCORDANCE WITH CURRENT GDOT STANDARDS.
8. PROPOSED SIGNAL SUPPORT WIRE ATTACHMENT HEIGHTS ON POLES ARE PROVIDED AS GENERAL GUIDELINES TO INSTALLER, ACTUAL ATTACHMENT HEIGHTS SHALL BE FIELD DETERMINED BY INSTALLER TO PROVIDE REQUIRED SIGNAL HEAD MOUNTING HEIGHTS AND CLEARANCE FROM EXISTING UTILITIES.
9. THE CONTRACTOR SHALL REPLACE IN KIND AND SIZE, AT NO SEPERATE EXPENSE TO THE DEPARTMENT, ANY BARRIER WALL, FENCE, DITCH PAVING, CURBING, SIDEWALK, GUTTER, SLOPE PAVEMENT, SIGNS, GAURDRAILS, LANDSCAPING, GRASSINGS, UTILITY SERVICE LINES, STORM DRAIN PIPES, MASONRY WALLS AND PAVING THAT IS REMOVED, DAMAGED OR DESTROYED DUE TO CONTRACTOR'S ACTIVITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL MEASURES TO ENSURE COMPLIANCE TO ALL STATE AND FEDERAL LAWS AND GUIDELINES, THE COST SHALL BE CONSIDERED INCIDENTAL AND BE INCLUDED IN THE OVERALL BID PRICE. NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR FOR EROSION CONTROL.
11. CURB LINES, PROPERTY LINES AND RIGHT-OF-WAY LIMITS SHOWN ARE APPROXIMATE AND ARE BASED ON CURRENTLY AVAILABLE INFORMATION AND FIELD OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING CONSTRUCTION TO PUBLIC RIGHTS-OF-WAY ONLY AND SHALL NOT ENCR OACH UPON PRIVATE PROPERTY WITHOUT LEGAL EASEMENTS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UTILITIES (HORIZONTAL AND VERTICAL), PROPERTY LINES, AND RIGHTS OF WAY. THE ATTENTION OF THE BIDDER IS DIRECTED SPECIFICALLY TO SUB- SECTIONS 102.04, 102.05, AND 104.03 OF THE GDOT SPECIFICATIONS. ALL DEVICES, EQUIPMENT, AND MATERIALS INSTALLED SHALL BE INSTALLED WITHIN THE EXISTING RIGHT OF WAY.

12. THE CONTRACTOR SHALL VERIFY THAT TREES AND/OR TREE LIMBS DO NOT CONFLICT WITH VISIBILITY REQUIRMENTS OF MICROWAVE RADAR DETECTION UNITS FOR ALL APPROACHES AT EACH INTERSECTION. CONTRACTOR SHALL TRIM TREES AS NEEDED, UP TO 20%. COSTS FOR TREE AND/OR TREE LIMB REMOVAL SHALL BE INCLUDED IN PAY ITEM 210-0100 GRADING COMPLETE.
13. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY MEASURING AND LOCATING ALL PROPOSED DESIGN ELEMENTS AND SHALL COORDINATE WITH AACID AND CITY TRAFFIC ENGINEERS WITH ANY QUESTIONS.
14. ALL EXISTING UTILITIES SHALL BE PROTECTED AND RETAINED. CONTRACTOR SHALL HAND EXCAVATE IN VICINITY OF ALL PROPOSED WORK, INCLUDING PEDESTAL POLE AND MAST ARM ASSEMBLY FOUNDATIONS.



REVISION DATES		DRAWING No.	
CHECKED:	DATE:		
BACKCHECKED:	DATE:		
CORRECTED:	DATE:		
VERIFIED:	DATE:		

**SIGNAL PLANS**  
 VIRGINIA AVENUE SMART CORRIDOR  
 GENERAL NOTES



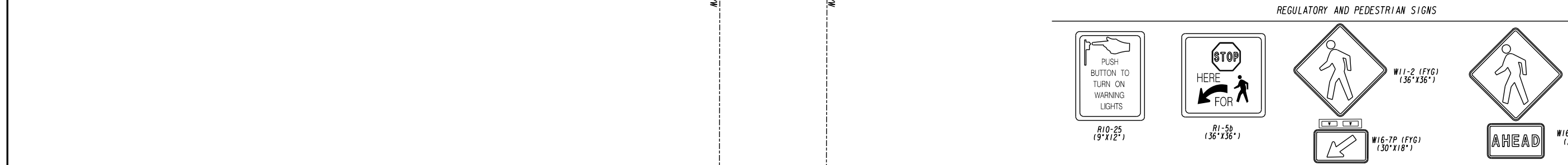
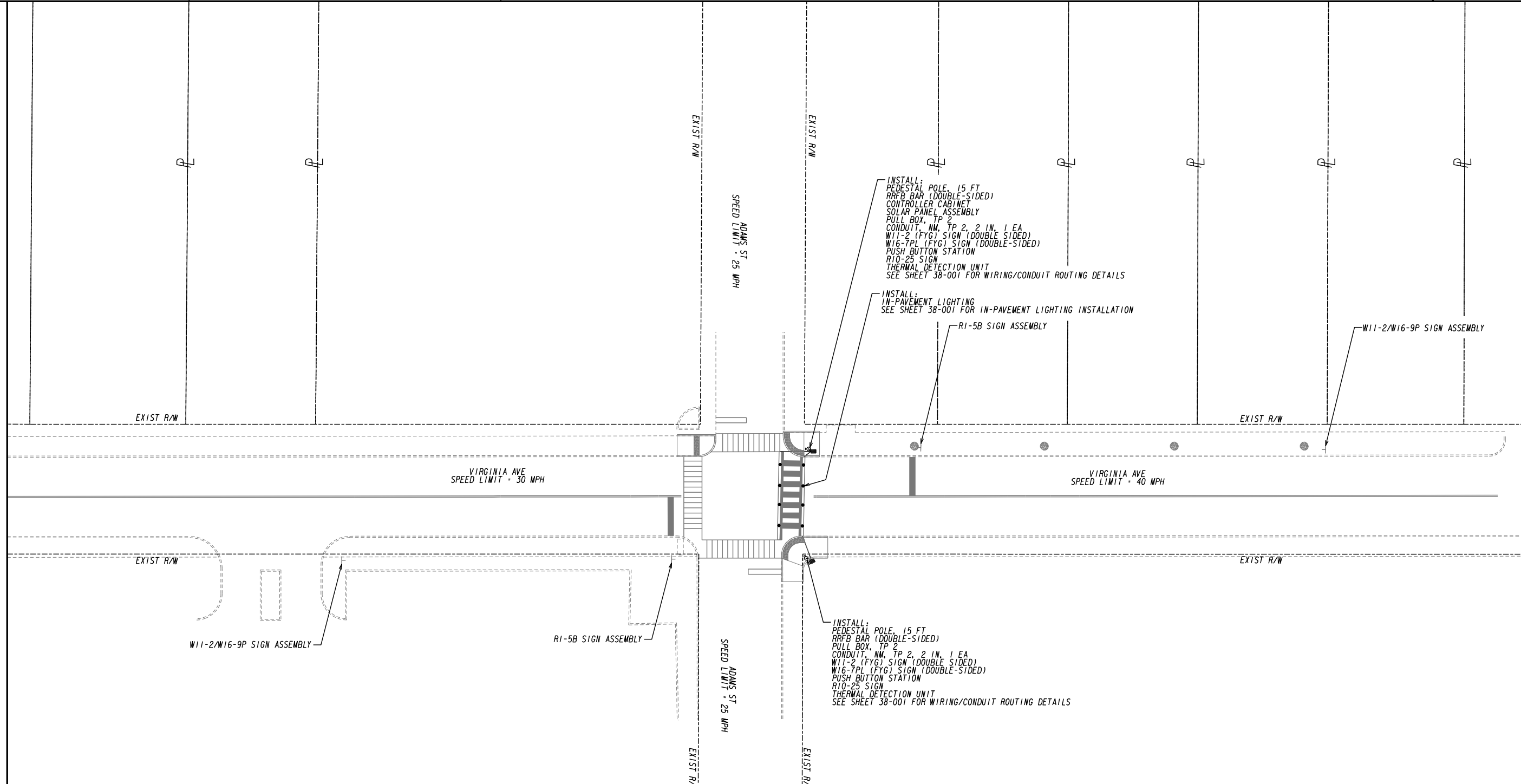
PROPERTY AND EXISTING R/W LINE	-----E-----
REQUIRED R/W LINE	-----
CONSTRUCTION LIMITS	-----C-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	-----F-----
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Cross-hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---o---o---
END LIMIT OF ACCESS.....ELA	---o---o---
REQ'D LIMIT OF ACCESS	---  ---  ---
REQ'D LIMIT OF ACCESS & R/W	---  ---  ---
ORANGE BARRIER FENCE	---●---●---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---▼---▼---



REVISION DATES	

SIGNAL PLANS			
ROADWAY/SIGNING AND MARKING DETAILS			
VIRGINIA AVE AT ADAMS ST MIDBLOCK CROSSING			
CHECKED:	DATE:	DRAWING No.	
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CORRECTED:	DATE:		
VERIFIED:	DATE:		

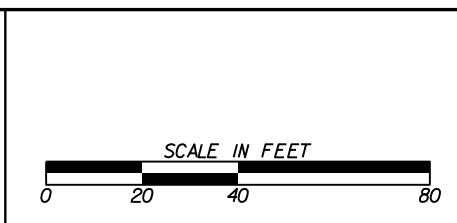
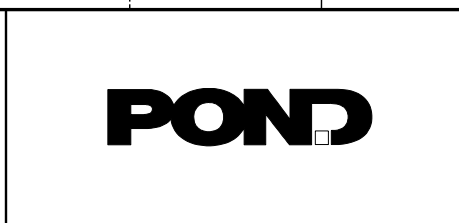


**SIGNAL LEGEND**

	PROPOSED SIGNAL HEAD		PROPOSED 4-SECTION SIGNAL HEAD
	EXISTING SIGNAL HEAD		PROPOSED 5-SECTION OR 4-SECTION SIGNAL HEAD
	RELOCATED SIGNAL HEAD		PEDESTRIAN SIGNAL HEAD

**DETECTION LEGEND**

	PROPOSED VIRTUAL DETECTION ZONE		PROPOSED INDUCTIVE LOOP
	PROPOSED VIDEO DETECTION CAMERA		PROPOSED MAGNETOMETER
	PROPOSED RADAR		



**REVISION DATES**


**SIGNAL PLANS**

RECTANGULAR RAPID FLASHING BEACON INSTALLATION NO. 1  
 VIRGINIA AVE AT ADAMS ST MIDBLOCK CROSSING

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

# LIST OF MATERIALS - RECTANGULAR RAPID FLASHING BEACON NO. 1

LIST OF MATERIALS IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL MATERIALS AND QUANTITIES REQUIRED FOR INSTALLATION.

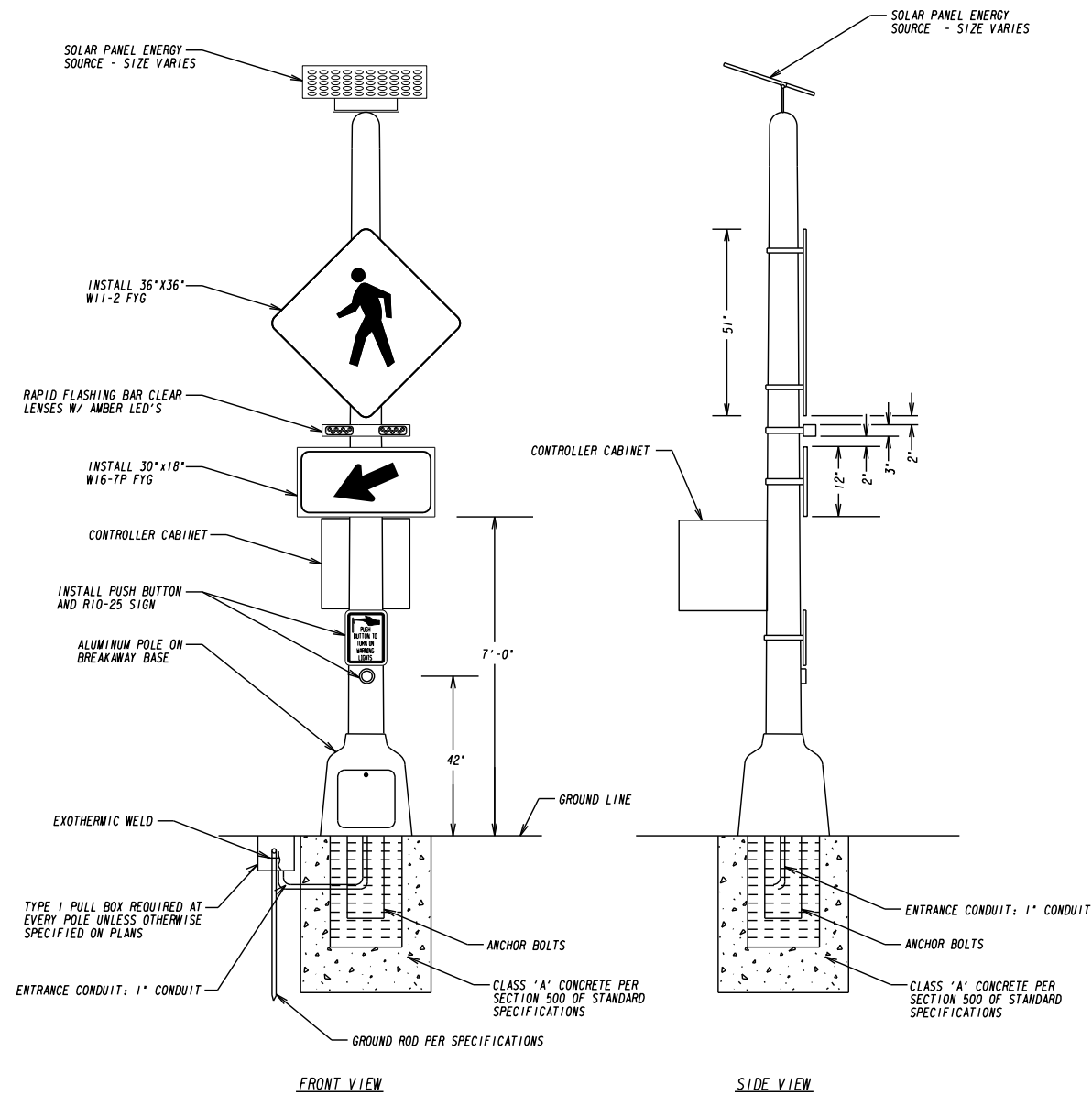
MATERIALS	UNIT	QUANTITY
15' PEDESTAL POLE WITH BREAKAWAY BASE (BLACK POWDER-COAT FINISH)	EA	2
PEDESTRIAN PUSH BUTTON STATIONS, W/ BUTTONS AND SIGNS		
1. 9"x12" R10-25	EA	2
PEDESTRIAN PUSH BUTTON STATION ADAPTERS (ONLY)	EA	2
RAPID FLASHING BAR - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	4
CONTROLLER CABINET - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	1
SOLAR PANEL ENERGY SOURCE - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	1
W11-2 SIGN	EA	4
W16-7PL SIGN	EA	2
W16-7PR SIGN	EA	2
LIGHTING SYSTEM *	EA	LUMP SUM
THERMAL DETECTION SYSTEM - FLIR TRAFIONE 156	EA	2
MISC MATL TO COMPLETE INSTALLATION	LUMP SUM	LUMP SUM

\*INCLUDES ALL COMPONENTS OF LIGHTING SYSTEM INCLUDING CABLING, CONDUIT, LED MODULE, CONTROLLER, AND OTHER MISCELLANEOUS INSTALLATION EQUIPMENT

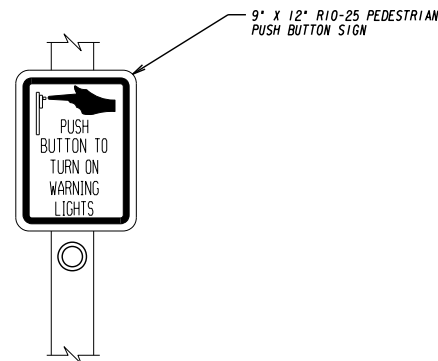
## PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
210-0100	GRADING COMPLETE	LUMP SUM	LUMP SUM
441-0104	CONC SIDEWALK, 4 IN	SY	50
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	75
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	LF	130
500-3101	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	CY	3
610-9001	REM SIGN	EA	2
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	18
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	22
636-2070	GALV STEEL POSTS, TP 7	LF	54
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	78
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	65
682-6222	CONDUIT, NONMETL, TP 2, 2 IN **	LF	100
999-5200	DETECTABLE WARNING SURFACE	SF	64
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY INSTALLATION NO. 1	LUMP SUM	LUMP SUM
999-3900	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM
999-3975	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM

\*\*ALL ASSOCIATED POWER CABLING SHALL BE INCLUDED UNDER ASSOCIATED CONDUIT PAY ITEM



RECTANGULAR RAPID FLASHING BEACON SYSTEM  
 PEDESTRIAN PEDESTAL INSTALLATION



### REVISION DATES

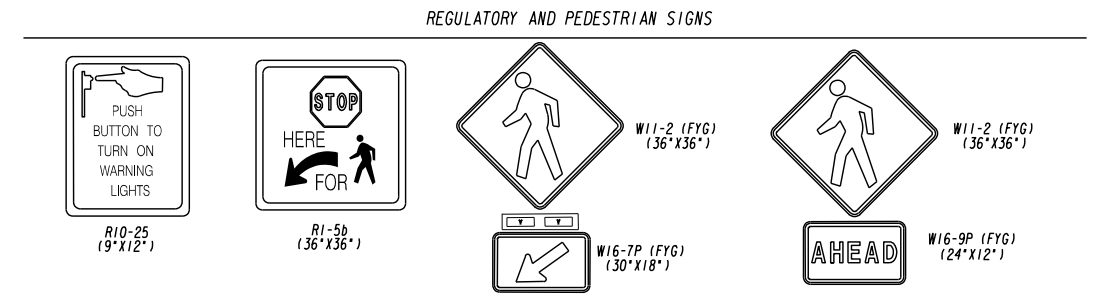
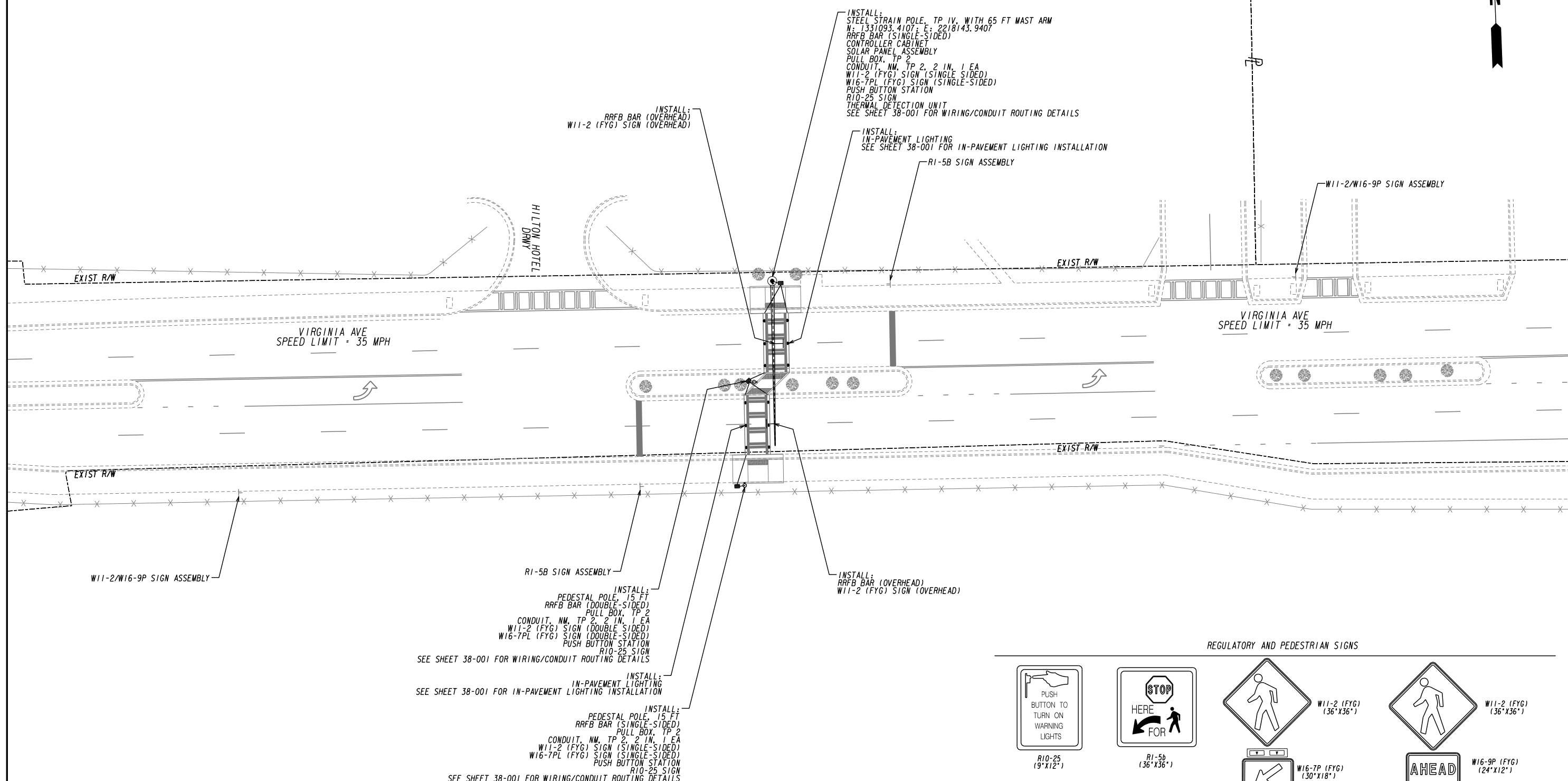
NO.	DATE	DESCRIPTION

### SIGNAL PLANS VIRGINIA AVENUE SMART CORRIDOR SUMMARY OF QUANTITIES

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	





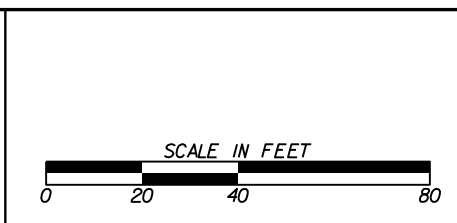
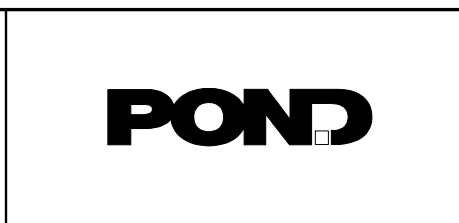


**SIGNAL LEGEND**

	PROPOSED SIGNAL HEAD		PROPOSED 4-SECTION SIGNAL HEAD
	EXISTING SIGNAL HEAD		PROPOSED 5-SECTION OR 4-SECTION SIGNAL HEAD
	RELOCATED SIGNAL HEAD		PEDESTRIAN SIGNAL HEAD

**DETECTION LEGEND**

	PROPOSED VIRTUAL DETECTION ZONE		PROPOSED INDUCTIVE LOOP
	PROPOSED VIDEO DETECTION CAMERA		PROPOSED MAGNETOMETER
	PROPOSED RADAR		



**REVISION DATES**


**SIGNAL PLANS**

RECTANGULAR RAPID FLASHING BEACON INSTALLATION NO. 2  
 VIRGINIA AVE AT HILTON DRWY MIDBLOCK CROSSING

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

## LIST OF MATERIALS - RECTANGULAR RAPID FLASHING BEACON NO. 2

LIST OF MATERIALS IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL MATERIALS AND QUANTITIES REQUIRED FOR INSTALLATION.

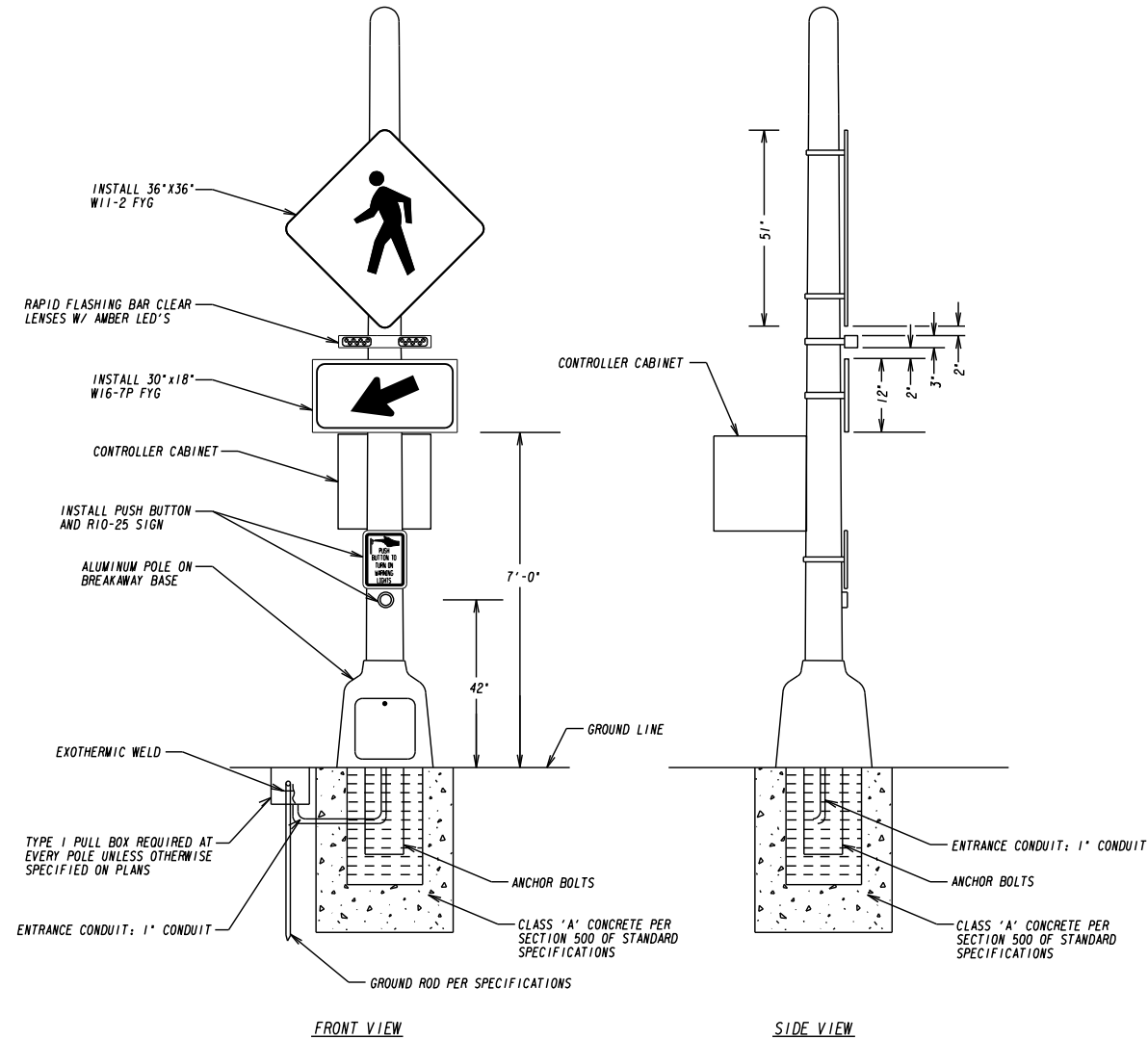
MATERIALS	UNIT	QUANTITY
15' PEDESTAL POLE WITH BREAKAWAY BASE (BLACK POWDER-COAT FINISH)	EA	2
PEDESTRIAN PUSH BUTTON STATIONS, W/ BUTTONS AND SIGNS		
1. 9"x12" R10-25	EA	3
PEDESTRIAN PUSH BUTTON STATION ADAPTERS (ONLY)	EA	3
RAPID FLASHING BAR - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	3
RAPID FLASHING BAR - MAST ARM UPRIGHT MOUNTED	EA	1
RAPID FLASHING BAR - MAST ARM MOUNTED (OVERHEAD)	EA	2
CONTROLLER CABINET - MAST ARM UPRIGHT MOUNTED	EA	1
SOLAR PANEL ENERGY SOURCE - MAST ARM UPRIGHT MOUNTED	EA	1
W11-2 SIGN	EA	6
W16-7PL SIGN	EA	2
W16-7PR SIGN	EA	2
LIGHTING SYSTEM *	EA	LUMP SUM
THERMAL DETECTION SYSTEM - FLIR TRAFIONE 156	EA	1
MISC MATL TO COMPLETE INSTALLATION	LUMP SUM	LUMP SUM

\*INCLUDES ALL COMPONENTS OF LIGHTING SYSTEM INCLUDING CABLING, CONDUIT, LED MODULE, CONTROLLER, AND OTHER MISCELLANEOUS INSTALLATION EQUIPMENT

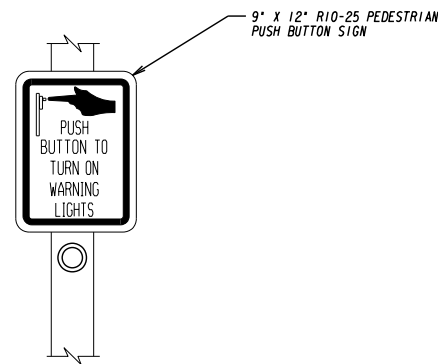
### PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
210-0100	GRADING COMPLETE	LUMP SUM	LUMP SUM
441-0104	CONC SIDEWALK, 4 IN	SY	48
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	LF	20
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	40
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	LF	190
500-3101	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	CY	4
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	18
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	22
636-2070	GALV STEEL POSTS, TP 7	LF	54
639-3004	STEEL STRAIN POLE, TP IV (W/ 65 FT MAST ARM); (POWDER-COAT BLACK FINISH)	EA	1
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	44
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	190
682-6222	CONDUIT, NONMETL, TP 2, 2 IN ***	LF	200
999-5200	DETECTABLE WARNING SURFACE	SF	64
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY INSTALLATION NO. 2	LUMP SUM	LUMP SUM
999-3900	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM
999-3975	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM

\*\*ALL ASSOCIATED POWER CABLING SHALL BE INCLUDED UNDER ASSOCIATED CONDUIT PAY ITEM



RECTANGULAR RAPID FLASHING BEACON SYSTEM  
 PEDESTRIAN PEDESTAL INSTALLATION



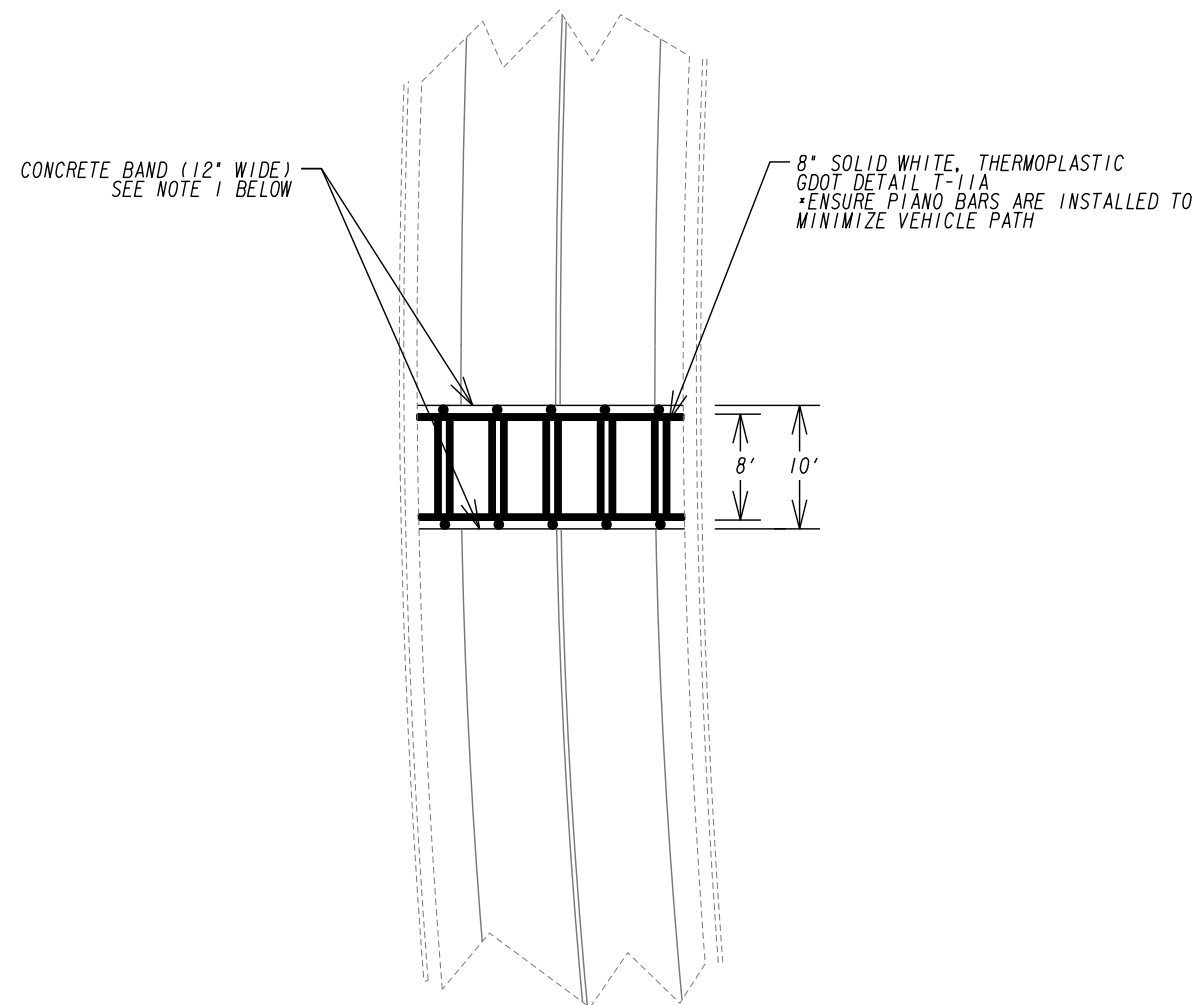
REVISION DATES

SIGNAL PLANS  
 VIRGINIA AVENUE SMART CORRIDOR  
 SUMMARY OF QUANTITIES

CHECKED:	DATE:	DRAWING No.
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CORRECTED:	DATE:	
VERIFIED:	DATE:	

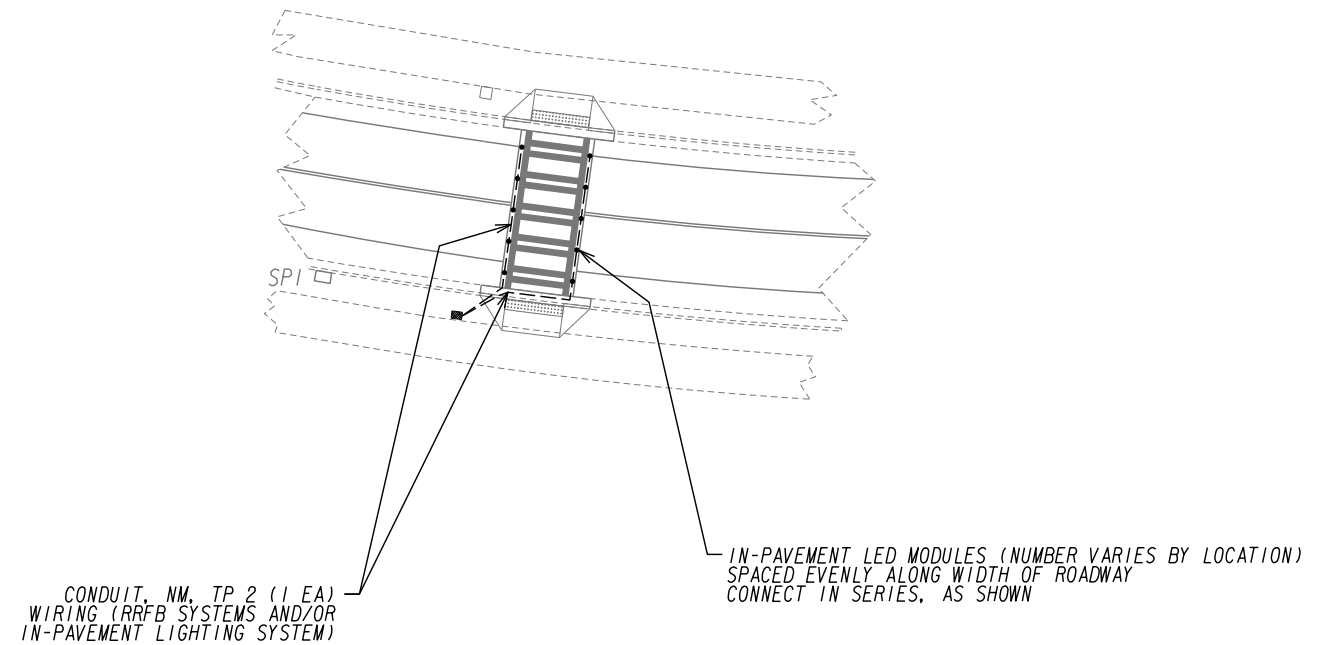
TYPICAL CONCRETE BAND/CROSSWALK DETAIL

N.T.S.



TYPICAL CONDUIT/CABLE ROUTING FOR RRFB AND IN-PAVEMENT LIGHTING INSTALLATION

N.T.S.



NOTES:

1. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AT A 12" WIDTH AND AT A DEPTH TO EXISTING ROADWAY SUB-BASE. LATERAL CONDUIT AND WIRING RUNS (FOR IN-PAVEMENT LIGHTING SYSTEM AND RRFB SYSTEM) AND PERPENDICULAR STUBS (FOR EACH LIGHT) SHOULD BE INSTALLED PRIOR TO POURING CONCRETE. ONCE CURED, LIGHT UNITS SHALL BE DRILLED/CORED INTO CONCRETE BANDS.
2. CONDUIT AND PULL BOXES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF WHEELCHAIR RAMPS.
3. UNDER NO CIRCUMSTANCES SHALL ANY SAWCUTTING BE ALLOWED FOR ROUTING OF WIRING.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS, WITH THE EXCEPTION OF SAWCUTTING WIRING.



REVISION DATES

NO.	DATE	DESCRIPTION

**SPECIAL CONSTRUCTION DETAILS**  
 VIRGINIA AVENUE SMART CORRIDOR  
 MIBBLOCK CROSSINGS

CHECKED:	DATE:	DRAWING NO.
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CORRECTED:	DATE:	
VERIFIED:	DATE:	

# Bid 2021-0001

## Virginia Ave. Emerging Technology Deployment Request Bid 2021-0001

**Due May 12th | 3 PM EST**

Krystal Harris, Program Director  
kharris@aacids.com | 404-349-2211

Matthew Risher, Project Manager  
mrisher@aacids.com | 404-349-2211





**3800 Camp Creek Parkway  
Building 1400, Suite 132  
Atlanta, GA 30331**  
[www.aacids.com](http://www.aacids.com)

**DATE: April 12, 2021**

**TO: All Pre-Qualified Prospective Providers**

**FROM: Krystal Harris, Program Director**

**RE: Bid No. 2021-0001 Contract for Virginia Avenue Emerging Technology Deployment**

The Airport West Community Improvement District (hereafter referred to as "AWCID"), is partnering with the Cities of College Park and Hapeville (hereafter referred to individually as "the City" and collectively as the "Cities") to fund the construction of two protected pedestrian crossings with automated pedestrian detection and in-pavement LED illumination on Virginia Avenue at Adams Street in College Park and at a mid-block location in Hapeville (hereinafter referred to as the "Project"). The AWCID is soliciting sealed bids from experienced and qualified Service Providers who are interested in entering into a Contract to install protected pedestrian crossing infrastructure at the intersection of Virginia Avenue and Adams Street in the City of College Park and at a mid-block location in the City of Hapeville. The Cities of Hapeville and College Park, as owners of the public rights-of-way and utilities, will assist in the selection process, overseeing the construction and will be responsible for all municipal requirements including, but not limited to, E-Verify forms and affidavits.

In brief, the **Scope of Work** consists of installing Rectangular Rapid Flashing Beacons (RRFBs), automated pedestrian detection systems, in-pavement LED illumination, and ADA compliant pedestrian accommodations at all indicated corners. The Project detail and limits are indicated in the Construction Plans. Specifics regarding the actual Work to be performed are contained herein. The comprehensive **Scope of Work can be found in Section IV of this solicitation.**

The Service Provider awarded the Project (hereinafter referred to as the "Selected Provider") must furnish all materials, supplies, equipment, and labor to complete the required construction as described in its entirety to the specification as directed and terms of this contract, including all incidentals as directed by the AWCID Program Director or representative. Unless otherwise specified, all work must be completed in accordance with the Georgia Department of Transportation Standard Specifications (most current edition).

Specifics regarding the Cities' & AWCID's requirements and expectations are detailed in the attached formal solicitation package. Sealed bids shall be received by the AWCID until **3:00 P.M. on May 12, 2021** in the AWCID'S Office, 3800 Camp Creek Parkway, Building 1400, Suite 132, Atlanta, GA 30331.

To qualify for the Contract Award, the Selected Provider must possess a current, valid **state-issued Business License** and meet all qualifications, terms, and conditions herein.

A **Bid Bond equal to ten percent (10%) of the total amount of your stated bid price**, and in the form stipulated herein, must be submitted with your bid response.

The Selected Provider shall be required to provide the AWCID with a **Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the total Contract award**. In addition, a **twenty-four (24) month Maintenance Bond equal to one hundred percent (100%) of the total Contract award** must be provided to the AWCID prior to the final Contract payment.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors and proposed Sub-subcontractors (all tiers) must also be submitted with your bid response to participate in the solicitation.

In addition, the Provider recommended for award shall be required to submit a completed, notarized **S.A.V.E. Affidavit** prior to receiving Contract award from AWCID.

All goods and/or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and/or agreement(s) shall be provided in accordance with all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the AWCID, the Selected Provider(s) must provide references and assurances to the AWCID that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Specifics regarding the AWCID's solicitation terms and conditions and the AWCID's requirements and expectations are contained herein.

\*\*\*\*\* END OF INVITATION TO BID \*\*\*\*\*

\*\*\*\*\* REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK \*\*\*\*\*

**NOTICE**

From the date of issue to the pre-qualified contractors until after the **Notice of Award** has been officially issued by the AACIDs, Prospective Providers shall make all contact with the AWCID through **Krystal Harris, Program Director, 3800 Camp Creek Parkway, Building 1400, Suite 132, Atlanta, GA 30331, email: [kharris@aerocids.com](mailto:kharris@aerocids.com)**. If it is deemed necessary for contact to be made with other parties within the AWCID or the Cities of College Park and Hapeville, the Program Director shall make that determination, and arrangements for that contact to take place may be made. **Providers who attempt to make direct contact with other AWCID or City personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the AWCID will be immediately disqualified from participation and consideration for award.**

**BID NO. 2021-0001**  
**CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPLOYMENT**  
**PROJECT**

**PART I. SOLICITATION TERMS AND CONDITIONS**

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**1.0 MINIMUM PROVIDER REQUIREMENTS**

- 1.1** The Selected Provider must be able to provide verifiable evidence to demonstrate that the Provider possesses a valid, current Georgia-issued license and/or permit to perform the work required and stated herein.
- 1.2** The Selected Provider must be able to demonstrate a record of reliability, fiscal responsibility and verifiable evidence that it has bone fide experience on similar projects of a similar size and scope.
- 1.3** The Selected Provider must be able to provide verifiable evidence that it has completed at least three (3) projects of a similar size and nature as the one proposed by the AWCID.
- 1.4** The Selected Provider must be able to provide verifiable evidence that its proposed Project Manager, Superintendent, and Site Foreman each have a minimum of five (5) years' worth of verifiable experience in the performance of such work.
- 1.5** The Selected Provider must be able to immediately begin work on the Project and be able to provide, without any undue delay, satisfactory completion of the Work specified herein in the timeframe stipulated by the AWCID.
- 1.6** The Selected Provider and the members of its workforce and/or any subcontractor's workforce must have reliable and immediate access to all machinery and/or equipment and/or parts and/or tools and/or supplies and/or materials that may be necessary to competently and professionally perform the Work stipulated herein.

**2.0 LOCATION OF WORK SITE**

- 2.1** The Work Site is located on City-owned Right-of-Way situated within the limits of College Park and Hapeville.

**3.0 CONTRACT TERM**

- 3.1** The Contract associated with this solicitation shall commence with the execution of the Contract by the final party and shall terminate when the Project is completed to the full satisfaction of the AWCID and the Cities of College Park and Hapeville and accepted as complete by the same.

**4.0 SELECTED PROVIDER'S RESPONSIBILITIES/REQUIREMENTS**

- 4.1** The awarded bidder will be required to furnish both a Payment Bond and a Performance Bond in the sums of one hundred percent (100%) of the total contract amount awarded and provides insurance coverage as required by the contract documents. The Bonding Company issuing the bonds must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable.
- 4.2** The Selected Provider will be required to submit a Maintenance Bond valid for twenty- four (24) months in the sum of one hundred percent (100%) of the total contract amount.
- 4.3** All bidders and subcontractors must sign and notarize the Georgia Security and Immigration Compliance Act Affidavit.



**BID NO. 2021-0001**  
**CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPLOYMENT**  
**PROJECT**

**PART I. SOLICITATION TERMS AND CONDITIONS**

- 4.4** The work shall be done in accordance with the laws of the State of Georgia and ordinances of the Cities of College Park and Hapeville, Georgia, under the direct supervision and to the entire satisfaction of the AWCID and the City. The decision of the AWCID Program Director, the College Park Director of Infrastructure and Development, and the Hapeville Director of Community Services, upon any question connected with the execution or fulfillment of this Agreement and interpretation of the specifications shall be final and conclusive.
- 4.5** The AWCID and the Cities of College Park and Hapeville will perform inspections of the materials and work to insure compliance with the contract. The Contractor must accommodate request from any authorized City inspectors.
- 4.6 Provide all bonds, licenses, permits, insurance, memberships, accreditations, affidavits, and certifications, etc., required or stipulated by the Federal Government, the State and/or the City**
- 4.6.1** All bonds, licenses, permits, insurance, memberships, accreditations, affidavits, certifications, etc., required or necessary to commence and complete the **Scope of Work** in a safe, lawful and professional manner as stipulated herein shall be solely provided by and paid for by the Selected Provider, or its assigned Subcontractor(s)/Sub-subcontractors.
- 4.6.2 Bid Bonds - All Prospective Providers must submit a Bid Bond from a Surety Agency authorized to do business in the State of Georgia. The Bid Bond must be in an amount equal to ten percent (10%) of the Prospective Provider's total bid price.**
- 4.6.2.1 Bids submitted without the inclusion of the required Bid Bond or with a Bid Bond of an incorrect amount shall NOT be given award consideration by the AWCID.**
- 4.6.2.2** A Provider may use any legal, valid **Bid Bond Form** it desires.
- 4.6.3 E-Verify Affidavits** - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractors with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.
- 4.6.3.1** To ensure complete compliance with the new laws/regulations, the AWCID has decided to require proof of participation in the **E-Verify Program** from all Prospective Providers, all a Provider's proposed Subcontractor(s) and all a Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the AWCID. **Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response.**
- 4.6.3.2** It is preferred that the forms be submitted separately (in a separate envelope) and placed within the Prospective Provider's main submittal package. The separate envelope must be clearly and indelibly marked on the outside "**E- Verify Documentation Enclosed**".
- 4.6.3.3** Prospective Providers must attest to compliance with the requirements of **O.C.G.A. §13-10-91** and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the AWCID cannot provide award consideration to any Prospective Provider who does not provide a completed E-Verify Affidavit.

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**4.6.3.4** Solicitation responses that are received without such documentation shall be considered “non-compliant” and/or “non-responsive” and shall be shredded, in an unopened condition by the AWCID immediately following the Bid Opening.

**4.6.3.5** An E-Verify Contractor’s (Prime Offeror’s) Form, an E-Verify Subcontractor’s Form and an E-Verify Sub-Subcontractor’s Form have been included in this bid package for your convenience.

**4.6.4** S.A.V.E. Affidavit - The AWCID is required to verify the status of anyone who applies for a Public Benefit through the AWCID. Public Benefits are defined by state statute, O.C.G.A. § 50-36-1, by Federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General. Pursuant to these definitions, contract awards by the AWCID are considered “Public Benefits.” Beginning on January 1, 2012, any person(s) awarded a Public Benefit must show a secure and verifiable document and complete the S.A.V.E. Affidavit.

**4.6.4.1** Documents which are considered “secure”, “verifiable” and therefore “acceptable” have been identified by the Office of the Attorney General. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or the Federal Government.

**4.6.4.2** The Selected Provider shall be required to execute the S.A.V.E Affidavit verifying their status and show a secure and verifiable document prior to the final award of any Contract by the AWCID.

**4.6.5** Payment Bond and Performance Bond - The Selected Provider must be able to provide the AWCID with a Payment Bond and a separate Performance Bond from a Surety Agency authorized to do business in the State of Georgia. Each of these bonds must be equal to one hundred percent (100%) of the total Contract award amount.

**4.6.5.1** Prior to the commencement of any Work on the Project, the bonds must be provided to the AWCID.

**4.6.5.2** The Selected Provider may use any valid Payment Bond Form or Performance Bond Form it desires.

**4.6.6** Maintenance Bond - The Selected Provider must be able to provide the AWCID with a twenty-four (24) month Maintenance Bond. The bond must be equal to one hundred percent (100%) of the total Contract award amount.

**4.6.6.1** Prior to the payment of the final payment for the Work on the Project by the AWCID, the bond must be provided to the AWCID.

**4.6.7** Work Permits / Construction Permits / E.P.A. Permits / Other Miscellaneous Permits - Prior to the performance of any Work on the Project, the Selected Provider must obtain all Permits required by law and applicable for the performance of the Scope of Work stipulated herein.

**4.6.7.1** If it is required by law that any such permits are publicly displayed, the Selected Provider shall comply and shall provide the resources necessary for full compliance.

**4.6.7.2** The AWCID reserves the right to examine any required permits prior to the commencement of the Work on the Project or at any time during the performance of the Work on the Project.

**4.6.8** Certificates of Insurance - The Selected Provider must provide Workmen’s Compensation

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Insurance, Comprehensive General Liability insurance and any other types or forms of insurance required by the AWCID in the amounts stipulated by the AWCID.

**4.6.8.1** Valid Certificates of Insurance must be furnished to the AWCID prior to the commencement of any Work on the Project.

**4.6.8.2** All Certificates of Insurance submitted to the AWCID must bear the AWCID's official Bid Number and the full Solicitation Title to which it is applicable.

**4.6.8.3** A thirty (30) days' written notice of cancellation must be provided by the Insurer to the AWCID. A ten (10) day notice of cancellation shall NOT be considered sufficient and shall NOT be acceptable to the AWCID.

**4.6.9** Prior to the performance of any Work on the Project, the Selected Provider must provide to the AWCID all completed affidavits, forms, or other documentation that is applicable or required by any local, State or Federal entity to receive a Contract award.

**4.7 Provide all supervision, administration, labor, and/or manpower necessary to perform the Scope of Work in a safe, lawful and professional manner**

**4.7.1** All the supervision, administration, labor and/or manpower necessary to perform the Scope of Work specified herein in a safe, lawful and professional manner must be solely provided by and lawfully compensated by the Selected Provider or his designated Subcontractor(s) / Sub-subcontractor(s).

**4.7.2** Each Prospective Provider must include in its bid submittal response a listing of the proposed Subcontractor(s), if any, and/or the proposed Sub- subcontractor(s), if any, to whom it intends to subcontract and/or sub- subcontract services and/or Work under this Contract.

**4.7.3** All Work provided by the Selected Provider, or its designated Subcontractor(s) and/or Sub-subcontractor(s), must be accomplished by a workforce that has been **E-Verified**, is fully trained, experienced and qualified to perform such Work.

**4.7.3.1** If certification and/or licensing is required to professionally perform the Scope of Work specified herein, an appropriate number of workforce members must have the required certification and / or licensing.

**4.7.3.2** Under no circumstances shall uncertified and/or unlicensed workforce members be permitted by the Selected Provider, or his designated Subcontractor(s) and/or Sub-subcontractors,

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to perform Work that must be, by code, ordinance, law or tradition performed by certified and/or licensed individuals.

**4.7.4** All workforce members shall be paid, at a minimum, the prevailing minimum hourly wages as established by the **United States Department of Labor** and the **State of Georgia** and per all agreements/contracts signed with any applicable labor unions.

**4.7.4.1** In addition, overtime compensation equal to a minimum of one and one-half (1½) times the usual hourly wages shall be paid for hours worked more than forty (40) hours per week in accordance with the regulations and standards issued by the **United States Department of Labor and the State of Georgia**. If an agreement/contract with an applicable labor union requires overtime compensation more than the Department of Labor requirements, then the amount stipulated in the labor union agreement/contract shall prevail.

**4.7.5** If certain classifications of the Selected Provider's or its designated Subcontractor's and/or Sub-subcontractor's workforce require specialized supervision and/or representation, such as might occur under an apprenticeship situation, then the specialized supervision and/or representation must be provided by the Selected Provider, or its designated Subcontractor(s) and/or Sub-subcontractor(s), and must be present when the apprentice segment of the workforce is utilized by the Selected Provider or its designated Subcontractor(s) and/or Sub-subcontractor(s).

**4.7.6** If the Selected Provider, or his designated Subcontractor(s) and/or Sub-subcontractor(s), assigns personnel to the workforce who do not speak English fluently, then there shall also be assigned to the workforce at least one (1) person in a position of authority and responsibility who is a legal representative of the Selected Provider, or its designated Subcontractor(s) and/or Sub-subcontractor(s), who has the ability to fluently translate directions, orders or instructions from English to the most fluent language of the non-English speaking workforce members.

**4.7.6.1** When such work force members are present at the Work Site, this representative must also be present, available and able to provide direction in the most fluent language when and as needed.

**4.8** Procure and provide all machinery, equipment, parts, tools, materials, and supplies necessary to perform and complete the **Scope of Work** as stipulated herein.

**4.8.1** The Selected Provider shall be responsible for obtaining **accurate and exact measurements** of the Work Site and a thorough understanding of the proposed **Scope of Work** prior to ordering and/or procuring and or obtaining the machinery/equipment/parts/tools/materials/components/supplies necessary to perform the awarded Work.

**4.8.1.1** Under some circumstances, the **Scope of Work** provided by the AWCID may contain measurements and/or quantities; however, any measurements and/or quantities provided by the AWCID should be understood as "approximate" in nature and provided for obtaining comparative Bid Prices **ONLY**. All measurements and/or quantities provided herein must be verified by the Selected Provider prior to ordering and/or procuring and/or obtaining the machinery/equipment/parts/tools/materials/components/supplies necessary to perform the Work and/or the commencement of any ordering.

**4.8.2** Unless otherwise stipulated, the Selected Provider shall be responsible for correctly ordering and/or procuring and/or obtaining the machinery/equipment/parts/tools/materials/supplies necessary to

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perform the Work specified herein to the highest professional standards possible.

**4.8.2.1** Delays in the work on the Project by the Selected Provider resulting from the lack of necessary machinery/equipment/parts/tools/materials or supplies, or because of the inaccurate ordering of the machinery/equipment/parts/tools/materials/supplies necessary to professionally perform the work on the Project shall not be tolerated by the AWCID and may result in the cancellation of the Contract.

**4.8.2.2** The AWCID shall not be responsible for the reimbursement to the Selected Provider of any costs, or any portion thereof, associated with the procurement and/or rental of excess machinery/equipment/parts/tools/materials/supplies, incorrectly ordered machinery/equipment/parts/tools/materials/supplies and/or unusable, unsuitable or obsolete machinery/equipment/parts/tools/materials/supplies.

**4.8.3** The items procured for use in the Work on the Project by the Selected Provider shall conform, at the very least, to the minimum specifications / requirements provided by the AWCID, unless otherwise approved, in writing, by the AWCID prior to use in the Work.

**4.8.4** Under no circumstances shall any of the items and/or materials and/or supplies acquired to accomplish this Work be used/recycled and/or re-purposed in any manner. All items/materials/supplies must be in a new and unused condition and manufactured for the intended purpose for which they shall be employed.

**4.8.5** The AWCID reserves the right to request product samples and / or view available color choices, if applicable, prior to the commencement of any Work on the Project.

**4.8.6** **All proposed and/or anticipated exceptions, exclusions, deviations, or extras that differ from the AWCID's expectation and/or specifications must be clearly and concisely noted in the Prospective Provider's bid response.**

**4.9** **Prepare the Work Site for the Performance of the Scope of Work**

**4.9.1** The Selected Provider shall be responsible for preparing the Work Site for the performance of the Work. This shall include the demolition and/or removal of materials and/or components necessary for the performance of the Work and/or the removal of materials and/or components that shall be repaired and/or replaced during the performance of the Work.

**4.9.2** Unless reserved for reuse, any debris resulting from the preparation for the performance of the Work must be **completely removed** from the Work Site and City property in **a prompt and expedient manner**.

**4.9.2.1** Unless reserved for reuse, debris and/or materials from the preparation of the Work Site for the performance of the Work cannot be stacked, piled, dumped, or otherwise stored in any manner on a City's property or adjacent private property without prior written approval from the affected City and private property owner.

**4.9.2.2** Materials, items and/or components reserved for reuse must be stored in a proper, protected and safe manner that will protect the integrity of the materials, items and/or components for reuse.

**4.9.2.2.1** Such storage must not create a safety hazard to work crews, AWCID or City employees, or the Public, or interfere with the efficient performance of the Work in any manner.

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**4.9.3** The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and/or discarded materials. All demolished/removed/discarded materials **must** be disposed of in a manner that is in accordance with all applicable Federal, State, County and/or City ordinances, codes, laws and/or regulations.

**4.9.4** The Selected Provider shall pay for and be responsible for providing, erecting and maintaining any and all construction/Work Site barriers, barricades, traffic cones, traffic barrels, roping, rigging, scaffolding, erosion control materials, trench or hole reinforcements, safety boxes, safety plates, etc. that may be required to insure a lawful and safe Work Site environment for the Selected Provider's workforce, the workforce of its Subcontractor(s), Sub-subcontractor(s), the AWCID's employees/representatives, City's employees/representatives and/or the Public.

**4.9.4.1 O.S.H.A., Department of Labor, and/or E.P.A. requirements and regulations must be met and maintained at the Work Site always.**

**4.9.5** The Selected Provider shall not store any supplies/materials/tools/equipment on the Work Site, unless it shall also assume full and total responsibility for any loss and/or damage that may occur during storage.

**4.9.5.1** Under no circumstances shall the AWCID or Cities assume any liability, whatsoever, for any loss or damage that may occur to the Selected Provider's property/supplies/materials while on the Work Site or for those items that have been purchased by the Selected Provider for use in the Work.

**4.9.5.2** The Selected Provider shall assume full responsibility for any damage to the Work Site or surrounding areas/properties that may occur because of the storage of supplies/materials/tools and/or equipment on the Work Site.

**4.9.6** All safety regulations governing the performance of such Work shall be observed by the Selected Provider always, and the highest degree of safety possible shall be maintained always at the Work Site.

**4.9.6.1** The Prospective Provider is strongly encouraged by the AWCID to conduct regularly scheduled Safety Meetings with its work force and staff members and is hereby advised to encourage its Subcontractor(s) and Sub-subcontractor(s) to do the same.

**4.10 Perform the Work to the Complete Satisfaction of the AWCID**

**4.10.1** The Selected Provider shall pay for and be responsible for providing, erecting and maintaining any and all construction/Work Site barriers, barricades, traffic cones, traffic barrels, roping, rigging, scaffolding, erosion control materials, trench or hole reinforcements, safety boxes, safety plates, etc. that may be required to insure a lawful and safe Work Site environments for the Selected Provider's workforce, the workforce of its Subcontractor(s), the AWCID and/or a City's employees/representatives and/or the Public.

**4.10.2** The Work Site shall be maintained in a tidy, orderly manner always, and shall be cleaned up at the end of every Work Day until the Work has been completed. Equipment, tools, materials, supplies, etc. shall be put away and properly secured prior to leaving the Work Site each day. The AWCID has identified a storage location adjacent to the worksite. All heavy equipment **must** be on trailers when not in use. No heavy equipment (aside from the trucks pulling the equipment trailers) is to be driven on the parking lot. A Certificate of Insurance (COI) from the awarded contractor will be required upon award to facilitate the usage as well.

**4.10.3** The Selected Provider shall be responsible for any damage, deliberate or accidental, that may

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occur to a City's property or private property because of the proper or improper performance of the Work by the Selected Provider and/or its appointed Subcontractor(s)/Sub-subcontractor(s).

**4.10.4** All equipment and/or materials incorporated in the performance of the Work by the Selected Provider, or its appointed Sub-contractor(s) and/or Sub-subcontractor(s), shall be used, installed and/or applied per the manufacturers' specifications and instructions so as not to affect, in an adverse negative manner, the validity of any manufacturers' warranties.

**4.10.5** All work associated with the Project shall be performed between the hours of **8:00 A.M. and 5:00 P.M., Monday through Friday, at the discretion of AWCID and City of East Point officials.** The performance of work before 8:00 A.M. or after 5:00 P.M. Monday through Friday, or on weekends or City-observed holidays shall be strictly prohibited by the AWCID unless agreed upon in advance, in writing.

**4.10.6** Under no circumstances shall the AWCID or a City be responsible for the payment of overtime compensation to any worker assigned to this Project or for the reimbursement of overtime compensation provided by the Selected Provider or his designated Subcontractor(s)/Sub-subcontractor(s) to any worker assigned to this Project.

**4.10.7** The Selected Provider shall be the sole party responsible for the satisfactory performance of the Work and shall be responsible for the quality and quantity of any work assigned to or performed by Subcontractor(s)/Sub-subcontractor(s).

**4.10.8** All work performed by the Selected Provider pursuant to this solicitation or any resultant contract and/or agreement shall be provided in accordance with all applicable Federal, State, and local guidelines, laws, and regulations.

**4.10.8.1** At any time requested to do so by the AWCID, the Selected Provider(s) must provide references and assurances to the AWCID that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant award.

**4.10.9** The Work for this Project must include, but may not be limited to, the tasks detailed in the **Scope of Work** sections of this solicitation.

**4.10.10** The Selected Provider shall pay for and be responsible for the lawful and proper removal of any resulting debris and/or discarded materials and/or parts that may accumulate during the performance of the Work.

**4.10.10.1** All removed/discarded materials or parts **must** be promptly disposed of in a manner that is in accordance with all applicable Federal, State, County and/or City ordinances, codes, laws and/or regulations, and shall not be collected or reserved or stock piled for disposal later, unless prior approval to do so is obtained from the AWCID, in writing.

**4.10.11** Work usual, customary and/or necessary to complete the Project, but not specifically detailed on the attached **Scope of Work** must be included in the Work performed by the Selected Provider and, therefore, must be included in the Prospective Provider's Bid Price submittal.

**4.10.11.1** **This shall be a "turnkey" Project and shall result in the completion of the Work in a manner that is suitable to meet the Public's needs and is completely satisfactory to the AWCID and City.**

**4.10.12** The Selected Provider shall, always, make every effort possible to cooperate with other Providers/Contractors who may be working on the Site(s), or in the general vicinity of the Site(s), during the same time.

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**4.10.12.1** Any necessary coordination or cooperation of work activities with other Providers/Contractors on the Work Site(s) shall be arranged through the AWCID'S Representative prior to commencing with that portion of the Work.

**4.10.12.2** Any disagreements and /or conflicts with other Providers/Contractors on the Work Site(s) shall immediately be brought to the attention of the AWCID'S Representative who shall have the final authority in resolving any disagreements and/or conflicts.

**4.10.12.3** Failure to cooperate and work in unison with other Providers/Contractors may result in cancellation of the Contract.

**4.10.13** The Work associated with this Project shall commence following the formal execution of a Contract and no later than ten (10) calendar days following the issuance date on the **Notice to Proceed (NTP) Letter** received from the AWCID.

**4.10.14** All Work assigned to this Contract shall be completed no later than **sixty (60) calendar days following the issuance date on such Notice to Proceed (NTP) Letter (hereinafter referred to as "Completion")**.

**4.10.15 inspection and acceptance by the AWCID and the Cities, the Selected Provider shall be responsible for the payment of one thousand dollars and no cents (\$1,000.00) per calendar day in Liquidated Damages for each calendar day the Work is not completed to the AWCID's and Cities' satisfaction.**

**4.10.15.1** The Selected Provider shall commence Work upon the Project no later than ten (10) calendar days following the issuance date on the **Notice to Proceed (NTP) Letter** from the AWCID.

**4.10.16** For this solicitation, a **calendar day** shall be defined as any day of the week beginning on Sunday and continuing through Saturday which appears on a standard calendar. Saturdays, Sundays, City holidays, legal holidays, etc. **ARE** considered **calendar days**.

**4.10.16.1** **No exception to this definition shall be made** for legal holidays, national holidays, furlough days, Saturdays and/or Sundays, etc.

**4.10.16.2** The AWCID Liquidated Damages are assessed per **calendar day**.

**4.10.16.3** All calendar days **ARE NOT** work days.

**4.10.17** For this solicitation, a **work day** shall be defined as any day of the week beginning on Monday and continuing through Friday that appears on a standard calendar.

**4.10.17.1** All work days **ARE** calendar days.

**4.10.17.2** Legal holidays, national holidays or furlough days observed by other businesses or government entities, but not usually and customarily observed by the City of College Park and the City of Hapeville, Georgia, shall be classified as **work days**.

**4.10.17.3** Saturdays, Sundays, and holidays normally observed by the AWCID and administrative office staff of the Cities of College Park and Hapeville members **ARE NOT** considered **work days**.

**4.10.17.4** Delays approved in advance, in writing by the Cities shall not be considered as **work**



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days.

**4.10.17.5** A **work day** shall not commence any earlier than 8:00 A.M., and all work on the Project must cease no later than 5:00 P.M. at the discretion of AWCID and City of College Park and City of Hapeville Officials.

**4.11 Clean-up Work Site at the Completion of the Work**

**4.11.1** The Selected Provider shall be responsible for the final clean-up of the Work Site at the completion of the performance of the Work on the Project and the lawful and proper disposal of all debris in the areas resulting from the performance of the Work.

**4.11.1.1** All debris shall be disposed of in a manner that is in accordance with all applicable Federal, State, County and/or City ordinances, codes, laws and/or regulations.

**4.12 Provide the AWCID with Written Guarantees and Warranties in the form of a Maintenance Bond**

**4.12.1** All product/material warranty information/certificates shall be supplied/provided to the AWCID prior to the issuance of the final payment to the Selected Provider by the AWCID.

**4.12.2** If the manufacturer of a product used in the performance of the Work offers a warranty or guarantee that exceeds the twenty-four (24) month warranty/guarantee required by the AWCID, the manufacturer's warranty or guarantee shall take precedence over the warranty/ guarantee required by the AWCID.

**4.12.2.1** If the manufacturer's warranty/guarantee does not include the cost of certain materials or labor for replacement, reinstallation and/or repairs during the initial twenty-four (24) months following installation, the Selected Provider(s) shall provide the materials and/or supplies and/or labor for replacement/reinstallation/repairs during this period **at no additional cost to the AWCID**.

**4.12.3** The warranty period shall officially begin immediately following acceptance of the Work by the AWCID.

**4.12.3.1.** Acceptance of the Work by the AWCID shall occur after all discrepancies or deficiencies discovered during the inspection process have been rectified by the Selected Provider to the complete satisfaction of the AWCID and the City, and not before, regardless of the time frame involved.

**4.12.4** A notarized written guarantee/affidavit stating that all Work performed on the Project was accomplished in a manner that meets or exceeds the highest standards for workmanship/craftsmanship in the business/industry shall be provided to the AWCID by the Selected Provider. This guarantee/affidavit for workmanship/labor/installation shall be valid for a period of no less than **twenty-four (24) months** from the date of acceptance of the Work by the AWCID.

**4.12.5** A written warranty shall be provided to the AWCID that states the materials used in the Project represent the highest standards in workmanship or craftsmanship and shall be free from manufacturing and/or installation and/or application defects, defaults and/or deficiencies for a minimum of **twenty-four (24) months** and shall perform as intended for no less than the stipulated period.

**4.12.6** Upon the discovery of a defect, default and/or deficiency within the Warranty Period, the AWCID shall immediately provide written notification to the Selected Provider.

**4.12.6.1** Following the receipt of notification of a defect, default and/or deficiency, the

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Selected Provider shall correct/eliminate/make good the defect, default and/or deficiency in the

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most expedient manner possible.

**4.12.6.1.1** In all cases, under all circumstances, Work on the correction of a defect, default and/or deficiency must begin no more than three (3) days following the receipt of the AWCID's notification by the Selected Provider.

**4.12.6.2** All such corrective Work shall be performed by the Selected Provider at no additional cost to the AWCID for materials and/or labor.

**4.12.7** To the extent applicable to the Work, the Selected Provider will comply with all Buy America preferences. Selected Provider will not to permit any Subcontractor or Supplier to acquire any steel, iron, or manufactured product produced outside of the United States.

**5.0 AWCID RESPONSIBILITIES**

The AWCID shall be responsible for:

**5.1 Issuance of the Notice to Proceed (NTP) letter**

**5.1.1** Upon execution of the Contract and receipt from the Selected Provider of all required and/or necessary affidavits, bonds, permits, licenses, certifications, etc., the AWCID shall issue to the Selected Provider a **Notice to Proceed (NTP) Letter**.

**5.1.1.1** The Selected Provider shall commence work upon the Project no later than **ten (10) calendar days** following the issuance date on the **Notice to Proceed (NTP) Letter** from the AWCID.

**5.1.1.2** The Selected Provider shall be responsible for completion of all Work on the Project no later than **sixty (60) calendar days following the issuance date on such Notice to Proceed (NTP) Letter**.

**5.2 Providing the Selected Provider with access to the Work Site for the performance of the Work.**

**5.2.1** Access to the Work Site shall not be provided before 8:00 A.M. or after 5:00 P.M., Monday through Friday, or at any time of the day on Saturday or Sundays or on City-observed holidays, unless otherwise determined necessary by the AWCID and the Cities of College Park and Hapeville and so approved in advance, in writing.

**5.2.2** Space for parking is adjacent to the Work Site. The Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce shall be allowed to park in the area adjacent to the Work Site.

**5.2.2.1** The Selected Provider shall assume full responsibility for all loss and / or damage that may occur to the vehicles and/or any items contained inside or on the vehicles while they are on a City's property.

**5.2.2.2** Under no circumstances shall vehicles belonging to the Selected Provider, Subcontractor(s), Sub-subcontractor(s) and workforce be left in the Work Site overnight, during holidays or weekends.

**5.2.2.3** **The Selected Provider's vehicles, those of their Subcontractor(s), those of their Sub-subcontractor(s), and those of their workforce must not block the egress of any location at any time, regardless of circumstances.**

**5.3 Conducting a Final Inspection and issuing a list of any detected defaults/defects/discrepancies to the Selected Provider in the manner and within the time specified herein.**

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**5.3.1** If upon the AWCID's and the City's final inspection of the Work performed by the Selected Provider defaults, defects, discrepancies, inferior workmanship, or incompleteness are found to exist, the AWCID shall provide the Selected Provider with a listing that shall detail in writing all deficiencies discovered.

**5.3.1.1** The listing shall be provided by the AWCID to the Selected Provider **within twenty-four (24) hours after the Final Inspection** is conducted.

**5.3.1.2** Upon receipt of the listing, the Selected Provider shall immediately, and without any undue delay, correct the listed deficiencies or complete the Work as directed by the AWCID.

**5.3.2** If the Selected Provider fails to correct the deficiencies or complete the Work in a timely manner, the AWCID shall retain the option of assigning the Work to another Provider and the Selected Provider originally contracted to perform the Work shall be responsible for payment in full and / or reimbursement in full of all charges associated with the correction of the deficiencies or the completion of the Work.

**5.3.3** **Liquidated Damages equal to one thousand dollars and no cents (\$1,000.00) per calendar day may be assessed during this period of time, if applicable.**

**6.0** **Reserved**

**7.0** **EXAMINATION OF SOLICITATION DOCUMENTATION**

**7.1** Prospective Providers shall carefully review the solicitation documents and shall promptly notify the AWCID, **in writing**, of all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The AWCID may be contacted by email at [kharris@aerocids.com](mailto:kharris@aerocids.com). All correspondence must reference the applicable **Bid Number** and be as specific as possible in describing the page **number**, location and **manner** of the suspected ambiguity, inconsistency, restrictive specification or error.

**8.0** **Reserved**

**9.0** **INQUIRIES, CLARIFICATIONS AND REQUESTS**

**9.1** From the date of issue until after the **Notice of Award** has been officially issued by the AWCID, Prospective Providers shall make all contact through **Krystal Harris, Program Director**, AWCID, 3800 Camp Creek Parkway, Building 1400, Suite 132, Atlanta, GA 30331, email: [kharris@aerocids.com](mailto:kharris@aerocids.com). If it is deemed necessary for contact to be made with other parties within the AWCID, the Program Director shall plan for that contact to take place. **Providers who attempt to make direct contact with other AWCID personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the AWCID will be immediately disqualified from participation and consideration for award.**

**9.2** Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Bid Due Date **must** be submitted **in writing** to **Krystal Harris**, Program Director, AWCID, 3800 Camp Creek Parkway, Building 1400, Suite 132, Atlanta, GA 30331. If the requests are submitted to the AWCID via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "**Inquiry Enclosed**" to differentiate such parcels from those containing final bid submittals. The deadline for receipt of all such inquiries is **2:00 P.M. on May 2, 2021**. (Please note, this is NOT the Bid Due Date.) Electronically submitted requests for changes and/or time extensions shall be given consideration if they are concise, clearly worded and submitted to the AWCID in a timely manner.

**9.3** Any written inquiries that are received by the AWCID Staff that are deemed to influence the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract **and are received by the AWCID in a timely manner** shall be answered in numbered addenda issued by the AWCID. The AWCID reserves the

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right to not respond to verbal inquiries. In addition, the AWCID reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and/or

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to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the AWCID'S opinion, to be designed to impede or disrupt the solicitation process.

**9.4** The AWCID may send addendums to the pre-qualified contractors directly no later than **seventy-two (72)** hours prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the AWCID is not encouraged. **For this solicitation, the AWCID anticipates sending addendums directly to pre-qualified contractors no later than Close of Business (5:00 P.M.) on May 9, 2021.**

**10.0 VERBAL COMMUNICATION**

**10.1** From the date of issue to the pre-qualified contractors until after the **Notice of Award** has been officially issued by the AWCID, Prospective Providers shall make all contact through **Krystal Harris**, Program Director, AWCID, 3800 Camp Creek Parkway, Building 1400, Suite 132, Atlanta, GA 30331, email: [kharris@aerocids.com](mailto:kharris@aerocids.com). If it is deemed necessary for contact to be made with other parties within the AWCID or the City, the AWCID shall plan for that contact to take place. **Providers who attempt to make direct contact with other AWCID or City personnel, or elected, or appointed City officials to inquire about or discuss this solicitation before this solicitation has been officially awarded by the AWCID will be immediately disqualified from participation and consideration for award.**

**10.2** The AWCID, the Cities, their agents, representatives and/or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum ONLY. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**10.3** Any written inquiries that are received by the AWCID that are deemed to influence the unbiased selection of the Prospective Provider, the solicitation process or the award of the Contract **and are received by the AWCID in a timely manner** shall be answered in numbered addenda issued by the AWCID. The AWCID reserves the right to not respond to verbal inquiries. In addition, the AWCID reserves the right to not respond to written inquiries that are received after the established inquiry deadline, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature and/or to limit the number of inquiries from any or all Prospective Providers if such inquiries appear, in the AWCID opinion, to be designed to impede or disrupt the solicitation process.

**11.0 ALL-INCLUSIVE PRICING**

**11.1** The bid price provided by the Prospective Provider **must be all-inclusive** and is to be the total price to be paid by the AWCID for the work performed on the Project regardless of the costs associated with obtaining, maintaining or performing the Work stipulated herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining affidavits, licenses, certificates, fees, permits, bonds, and/or insurance required in order to perform the Work; any and all of the costs associated with labor, personnel, supervision and/or administration necessary to perform the Work; any and all of the costs associated with lodging, meals, per diem charges, honorariums and/or incidental expenditures incurred by the required or requested personnel; any and all of the costs associated with shipping, transportation, delivery and/or mailing charges incurred in order to perform the Work; any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and/or supplies necessary to perform the Work; and any and all of the costs associated with Work Site preparation, set up, installation, tear-down, demolition, interfacing, integration, software, hardware, training, customer service and/or customer support necessary to perform the Work as specified in the Work in an efficient, lawful and professional manner of the highest standards.

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**11.2** All pricing submitted to the AWCID must exclude administration or warehousing charges; mailing, shipping or delivery costs; freight or transportation charges; and taxes of any type.

**12.0** **DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**12.1** Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and/or “non-compliant” and/or “non-responsive” in nature and are subject to disqualification from award consideration.

**12.2** The following items must be returned as part of your solicitation response package. Failure to submit **ALL** the requested documentation listed below shall subject your bid response to disqualification from award consideration.

The completed and signed **Bid Price Sheet** and attached **Bid Pricing Schedule** – One (1) signed original.

- A completed, signed and notarized **Bid Bond Form** valid for ten percent (10%) of total stated bid amount – One (1) signed original..
- The applicable, completed and signed **Required E-Verify Affidavits** – One (1) signed original.

**12.3** **PLEASE NOTE:** A valid solicitation response shall consist of one (1) envelope containing **ONLY** the S.A.V.E. Affidavit and E-Verify documentation, and second (2nd) envelope containing one (1) signed, unbound set of original paperwork. Failure to submit the response in the manner specified herein or failure to provide E-Verify affidavits and/or an adequate Bid Bond may result in the disqualification of your submittal from award consideration.

**12.4** Prospective Providers shall provide its bid solicitation response package under two separate covers (separate envelopes).

**12.4.1** **IN THE FIRST ENVELOPE** – Provide a completed, signed, notarized S.A.V.E. Affidavit and applicable E-Verify Affidavit(s). This envelope must be clearly and indelibly marked on the outside “**E-Verify Documentation Enclosed**”. Prospective Providers, their Subcontractors (all tiers) must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor’s Affidavit and the Subcontractor’s Affidavit (as applicable). Under Georgia law, the AWCID cannot provide award consideration to any bid response which does not include a completed, notarized E-Verify affidavit. Solicitation responses that are received without such documentation shall be considered “non-compliant” and/or “non-responsive” and shall be shredded, in an unopened condition, by the AWCID immediately following the Bid Opening.

**12.4.2** **IN THE SECOND ENVELOPE** – The Prospective Provider’s Bid Solicitation Response shall be included in a second envelope separate from that containing the E-Verify Affidavit(s). **The second envelope shall contain the Provider’s** completed and signed **Bid Price Sheet** and **Bid Pricing Schedule, Bid, and Bond Form**. This second envelope shall contain one (1) original copy of each document. The **Bid Price Sheet** and **Bid Pricing Schedule** should be the top pages of the solicitation response. If necessary, additional envelopes may be used for photocopies, but must be marked as “**BID COPIES**”.

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**12.5** The envelope(s) containing the complete bid response **must** be placed in an outer sealed, opaque envelope/package and clearly marked as follows:

**“Bid No. 2021-0001 – CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPLOYMENT: 3:00  
P.M May 12, 2021”**

**12.6** The outside of the envelope/package must contain the **name, address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the AWCID via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope/package must also be clearly notated **“Bid Response Enclosed”** on the outside to differentiate these parcels from those containing questions or inquiries.

**12.7** All solicitation responses must be addressed / delivered to the following:

Krystal Harris, Program Director  
ATL Airport CIDs  
3800 Camp Creek Parkway  
Building 1400, Suite 132  
Atlanta, GA 30331  
Telephone: 404.349.2211

**12.8 This is a sealed bid solicitation.** Simple quotations for the work to be performed in this solicitation shall not be accepted. In light of the COVID-19 pandemic and ongoing delays with US postal delivery services, electronic submissions received no later than 3:00 P.M. on the Bid Due Date will be considered on time if:

- The Prospective Provider has prepared a sealed bid package for delivery via the U. S. Postal Service or via courier or delivery service (FedEx, UPS, DHL, etc.) such that there is a reasonable expectation of delivery by the Bid Due Date
- Any delays in delivery via the U.S. Postal Service or courier or delivery service are outside of the control of the Prospective Provider.

**13.0 TIMELY RECEIPT AND DELIVERY RESPONSIBILITY**

**13.1** Time is of the essence; therefore, solicitation responses must be received by the AWCID **no later than 3:00 P.M., May 12, 2021, hereafter referred to as the Bid Due Date.**

**13.2** Each Prospective Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The AWCID is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to another person, department, division or location within the AWCID. Solicitation responses delivered to the AWCID after the time and / or date specified herein shall not be opened nor given award consideration and shall be destroyed, in an unopened, unread condition by the AWCID.

**14.0 ADDENDA**

**14.1** Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum only. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**14.2** If required, addenda shall be issued to all Prospective Providers who are on record as having received the



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solicitation documents. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge, to all Prospective Providers on the AWCID'S web site located at [www.aacids.com](http://www.aacids.com).

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**14.3** Before submitting a solicitation response, Prospective Providers must ascertain that all addenda issued by the AWCID have been received by them and shall acknowledge the receipt of all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Provider to assure they have received all addenda, and the AWCID shall not be held responsible for any oversight and / or omission on the part of the Prospective Provider.

**14.4** Prospective Providers are discouraged from contacting the AWCID for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The AWCID shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired. All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Providers on the AWCID'S web site located at [www.aacids.com](http://www.aacids.com).

**14.5** The AWCID may send addendums directly to pre-qualified contractors no later than **seventy-two (72)** hours prior to the established or amended RFP Due Date. For this reason, haste in submitting your response to the AWCID is not encouraged. **For this solicitation, the AWCID anticipates posting public addenda on the AWCID'S website no later than Close of Business (5:00 P.M.) on May 9, 2021.**

**14.6** Responses that are prepared and submitted by Prospective Providers without benefit of the data and/or information contained in all issued addenda shall be considered "non-conforming" and/or "non-compliant" and/or "non-responsive" in nature and may not be given award consideration by the AWCID.

**15.0** VALIDITY OF RESPONSES

**15.1** All responses submitted **must** be valid for a minimum of one hundred and eighty (180) days from the Bid Due Date. All responses shall be irrevocable for this period, until the AWCID officially awards this solicitation, enters into a Contract for the goods/work/services, issues a Purchase Order for the goods/work/services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the AWCID may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

**15.2** If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and the submitted price(s) must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

**16.0** WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

**16.1** By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response may **not** be modified, withdrawn nor cancelled by the Prospective Provider after the time and date designated for receipt of responses has passed. However, under certain circumstances, the AACIDs may permit the modification or withdrawal of a solicitation response. Please reference **Section 17.0** for further details regarding the circumstances.

**16.2** Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to **Krystal Harris, Program Director**, AWCID, at the address provided herein. Such notice shall be in writing over the signature of the Prospective Provider, or as otherwise determined satisfactory by the AWCID. The requesting Prospective Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the AWCID, or returned, unopened, to the Prospective Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdraw or cancelled responses be returned to the Prospective Provider at the

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AWCID'S effort or expense.

**16.3** Sealed responses that are withdrawn or cancelled shall not be opened on AWCID property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with competing Prospective Providers. **Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. Based upon the severity of the offense, the AWCID may decide to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period to be determined and specified by the AWCID.**

**16.4** Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the Bid Due Date.

**17.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS**

**17.1** After the opening of the solicitation, mistakes or errors that are discovered by the AWCID, Participating Providers or other interested parties may be corrected, or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.

**17.2** Any obvious clerical mistakes, included but not limited to an error in the calculation of a price extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrect destination, or incorrect point of originality may be corrected by the AWCID in the Prospective Provider's original solicitation response after written verification that a clerical mistake did occur is received by the AWCID from the Prospective Provider.

**17.3** Corrections of other errors may be allowed following a written determination by the AWCID that **all the following conditions** have been adequately met:

- Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
- The solicitation response **both as received and as actually intended** is the lowest priced response received.

**17.4** If, in the AWCID opinion, there is a **significant and obvious disparity** between the price of the lowest priced Provider and all of the other Prospective Providers, the lowest priced Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next lowest priced, responsive, responsible Provider.

**17.5** If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the AWCID, such a Prospective Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the AWCID.

**18.0 NON-REIMBURSEMENT OF EXPENSES**

**18.1** The AWCID shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the AWCID.

**19.0 PUBLIC OPENING AND DISCLOSURE**

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- 19.1** Properly identified responses received on time shall be publicly opened and the Prospective Providers' names and bid amounts read aloud in public. A **Bid Tabulation Sheet** shall be prepared by the AWCID and made available via email to Prospective Providers and others who submit an emailed request for the information after the Bid Due Date. Contents and details of submitted responses may not be examined by or divulged to competing Prospective Providers or the public until after a Provider has been selected by the AWCID and a legally binding Contract has been negotiated and entered or a Purchase Order for the goods/work and/or service(s) has been issued by the AWCID.
- 19.2** After the official Due Date, all responses and supportive/accompanying materials shall become the property of the AWCID, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner.** **Proposals or Bids submittals that contain most of material marked as proprietary shall not be accepted by the AWCID nor given award considered.**
- 19.3** All responses shall be handled in a confidential nature but submitted materials may be subject to disclosure under various **Freedom of Information** and **Public Disclosure** acts. Review of responses shall be made available to competing Prospective Providers, other interested parties, and the public after a Selected Provider has been selected by the AWCID and a legally binding Contract has been negotiated and entered and/or a Purchase Order for the goods, work or services has been issued and accepted. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts.
- 19.4** **Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active AWCID contracts and /or current Purchase Order procurements or other Open Records Requests (ORR's) should be directed to the AWCID by telephoning 404.349.2211.**
- 20.0 RESERVATION OF RIGHTS**
- 20.1** This solicitation constitutes an invitation to submit bid prices for consideration to the AWCID. Without limitation or penalty, the AWCID reserves and holds at its sole discretion, the reservation of all rights contained herein.
- 20.2** By responding to this solicitation, the Prospective Provider acknowledges and consents to the terms and conditions set forth herein.
- 21.0 RIGHT TO AMEND SOLICITATION**
- 21.1** The AWCID reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the AWCID.
- 21.2** The AWCID reserves the right to change and/or alter the schedule for any events associated with this solicitation and/or any dates contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the AWCID.
- 21.3** The AWCID reserves the right to add to and/or delete from the **Scope of Work** and/or **Scope of Service** and/or **line Items** and/or requirements and/or **specifications** set forth and contained herein, and, if required to do so, to duly notify the Prospective Providers of such changes in the manner that is most convenient to the AWCID.
- 21.4** A Prospective Provider by submitting a response to this solicitation agrees to be bound by any modifications made by the AWCID.
- 22.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES**
- 22.1** The AWCID reserves the right to waive any and all technicalities and/or minor informalities contained in the solicitation that it deems are not in the best interest of the AWCID.

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**22.2** The AWCID reserves the right to waive any and all technicalities, minor informalities and/or irregularities contained in the responses to this solicitation.

**23.0** **RIGHT TO REQUEST ADDITIONAL INFORMATION/PRESENTATIONS**

**23.1** The AWCID reserves the right to request Prospective Providers to submit additional information and / or to send representatives for interviews and / or presentations if deemed necessary or advantageous.

**24.0** **RIGHT TO CONDUCT INVESTIGATIONS AND/OR VISITATIONS**

**24.1** The AWCID reserves the right to conduct investigations of the Prospective Providers and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response.

**24.2** The AWCID, including its representatives and consultants, reserve the right to visit and examine all the facilities referenced in any response and to observe and/or investigate the operations of any such facilities.

**25.0** **RIGHT TO ENTER NEGOTIATIONS**

**25.1** To the extent deemed appropriate by the AWCID, the AWCID may select and enter discussions and negotiations with Prospective Providers who have submitted responses which are found to be reasonably susceptible for award.

**25.2** The AWCID reserves the right to discontinue negotiations with any selected Prospective Provider at any time, with or without providing notice, with or without stating cause.

**26.0** **RIGHT TO REJECT RESPONSES/PROVIDERS**

**26.1** The AWCID reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Providers responding to this solicitation from further consideration for this procurement, and to duly notify all such Prospective Providers of the AWCID'S determination in the manner the AWCID'S deems the most convenient.

**26.2** The AWCID reserves the right to reject responses that are submitted using a form and/or format other than the form and/or format stipulated herein and/or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non- conforming in nature.

**27.0** **RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS**

**27.1** The AWCID reserves the right to eliminate from consideration any or all Prospective Providers who submit an incomplete and/or inadequate response or who are not responsive to any and/or all the requirements of this solicitation.

**28.0** **RIGHT TO CANCEL SOLICITATION**

**28.1** This solicitation does not obligate the AWCID to select, procure and/or contract for any goods and/or services whatsoever.

**28.2** The AWCID reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior notification. Cancellation of this solicitation, with or without substitution, shall not result in any liability to any Prospective Provider for any reason whatsoever.

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**29.0 CONTRACT AWARD**

**29.1** It is the intent of the AWCID to award a Contract to the lowest priced, responsive, responsible Provider(s) for the procurement of the items specified herein, provided the response submitted by the lowest priced, responsive, responsible Provider(s) has/have been submitted in accordance with and meets the requirements stipulated in the solicitation package. Only after consideration of all determining factors shall the lowest priced, responsive, responsible Provider(s) be determined. At its discretion, the AWCID may award a Contract to one (1) or more Providers, as is deemed in the best interest of the AWCID.

**29.2** The AWCID may request or require additional information from and/or a meeting with Prospective Providers before making a final determination of award. Any Prospective Provider who refuses to and/or fails to provide such requested information and/or to meet with the AWCID within the time stipulated by the AWCID shall be eliminated from award consideration.

**29.3** **Prior** to commencing with any work and/or services and/or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding written **Agreement** or **Contract** or accept a legally binding **Purchase Order** with the AWCID, based upon the requirements, specifications, drawings, terms and/or conditions contained herein and/or stipulated by the AWCID. In addition, **prior** to commencing with any work and/or services and/or providing any goods, the Selected Provider(s) must submit proof to the AWCID of all required insurance, affidavits, licenses, certifications, permits, bonds etc. necessary or required herein.

**30.0 VENDOR/PROVIDER PROTESTS**

**30.1** Any actual or Prospective Provider, Bidder, Offer, Contractor, Subcontractor or Sub-subcontractor who is aggrieved about the prequalification, solicitation or award of a Contract shall protest directly to the AWCID, **Krystal Harris, Program Director**, via email at [kharris@aerocids.com](mailto:kharris@aerocids.com). A protest with respect to an Invitation for Bids (ITB), Request for Proposals (RFP) or Request for Qualifications (RFQ) **must** be submitted to the AWCID **in writing** within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of **Notification of Award** of the contract.

**31.0 INSURANCE REQUIREMENTS**

**31.1** The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and/or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the AWCID, Cities, and their employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to the AWCID, the City of College Park & the City of Hapeville Contracts and Procurement Offices a **Certificate of Insurance** reflecting such coverage prior to shipping and / or providing any goods and / or the commencement of work and / or services contemplated in this solicitation.

**31.2** The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a **thirty (30) day notice** to the AWCID.

**31.3** All policies issued regarding this solicitation **must clearly reference the AWCID's solicitation number and the official title of the awarded solicitation.**

**BID NO. 2021-0001**  
**CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPLOYMENT**  
**PROJECT**

**PART I. SOLICITATION TERMS AND CONDITIONS**

---

**32.0 HOLD HARMLESS REQUIREMENT**

**32.1** Neither the AWCID, the Cities, their staff, its representatives, nor any of its consultants and/or attorneys shall be liable for any claims and/or damages resulting from the invitation, advertisement, collection, review, evaluation and/or tabulation of responses to this solicitation.

**32.2** The Selected Provider shall indemnify and hold harmless the AWCID, the Cities, and any and all elected officials, employees, contractors, representatives or agents of the AWCID and Cities from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and/or work and/or services and obligations contemplated by this solicitation, response thereto, or Contract resulting therefrom. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

**33.0 NONDISCRIMINATORY REQUIREMENTS**

**33.1** The Selected Service Provider agrees that about the performance of providing the goods and/or work and/or service(s) under this solicitation or any resultant contract, the Provider (and/or his Subcontractor[s] and/or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, ethnicity, national origin and/or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and/or any other forms of compensation, and/or selection for training, including apprenticeship. The Provider (Subcontractor[s]/Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this nondiscrimination practices clause.

**34.0 ETHICS REQUIREMENTS**

**34.1** Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any **monetary value whatsoever** to any official, employee, representative and/or agent of the AWCID or Cities or influencing consideration and/or award of this solicitation. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and/or criminal penalties against the Provider, the Provider's representative(s) and the AWCID or a City's employee(s), if found to be compliant or in complicity and/or collusion therewith.

**34.2** No Public Official, employee, representative and/or agent of the AWCID or a City shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

**34.3** No public official, employee, representative and/or agent of the AWCID or a City shall engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Provider to perform as required under the terms and conditions of a proposed AWCID'S contract shall, by their nature, be exempt.

**BID NO. 2021-0001**  
**CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPLOYMENT**  
**PROJECT**

**PART I. SOLICITATION TERMS AND CONDITIONS**

---

**34.4** All Selected Service Providers, by entering into a service and/or contractual agreement with the AWCID, agree to be bound by and comply with all applicable provisions the AWCID.

**END OF PART I. SOLICITATION TERMS AND CONDITIONS**

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**BID NO. 2021-0001**  
**CONTRACT FOR VIRGINIA AVENUE EMERGING TECHNOLOGY DEPOLOYMENT**

**PART II. BID PRICE SHEET**

The below signed hereby agrees to furnish the goods and/or services at the price(s) and terms stated herein, subject to all instructions, conditions, specifications, addenda, and legal advertisements pertaining to the bid. I have read the bid documents, including any attachments, drawings and specifications and believe I fully understand the AWCID requirements. By submitting this signed response, I hereby acknowledge that I shall accept a contract or purchase order, if awarded the bid by the AWCID, and understand that such acceptance covers all terms, conditions and specifications of this solicitation. I also hereby certify that I am duly authorized to provide this response and contractually bind my firm.

**TOTAL BID PRICE:** \$ \_\_\_\_\_ **(Base Design)**                      \$ \_\_\_\_\_ **(CFA Alt Design)**

**My / Our company is a:**             Sole Proprietor             Corporation             Partnership             Joint Venture

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

**Federal ID Number:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

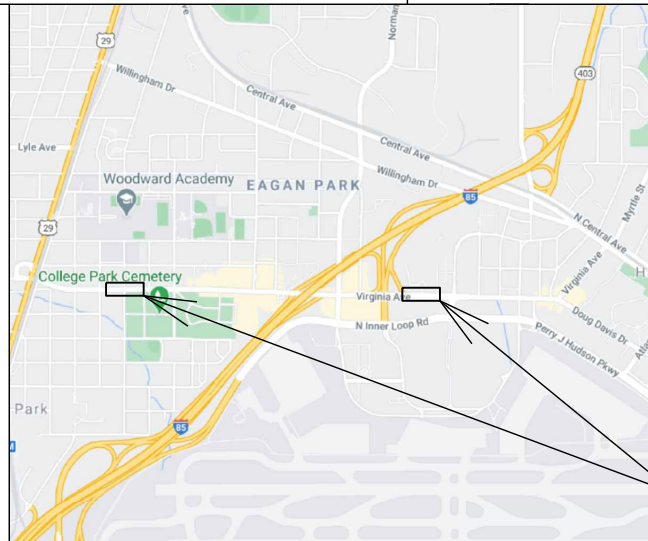
**Date:** \_\_\_\_\_

This page must be completed and should be the first page of each response included in a submittal. A valid bid submittal shall consist of one (1) signed, unbound original response conspicuously marked "ORIGINAL" and three (3) permanently bound photocopies that are identical to the original response conspicuously marked "COPY". Failure to submit the response in the manner stated above or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal. Refer to the Solicitation Terms and Conditions for complete detail.

1. TAPCO and Customer Agree to the following responsibilities for On-Site Support (part number RS10114). TAPCO to provide services during normal business hours, 8:00 am to 5:00 pm Monday through Friday, for the agreed upon duration as outlined in sales order. Extra work rates are identified in item 5.
2. **CUSTOMER RESPONSIBILITIES PRIOR TO TAPCO ARRIVING ONSITE:**  
 If the following work identified below is not completed prior to TAPCO arriving onsite, TAPCO reserves the right to charge customer for onsite time at our standard hourly rate, including any additional travel expenses
  - Erecting of All System Poles
  - Mounting All Equipment (Cabinets, Signs, Lightbars, Solar Panels, Antennas, Detection Equipment and Cameras)
  - Pulling All Equipment Cables into Each System Cabinet
  - Terminating AC Power in the System Cabinets if Applicable
  - Ensuring Power Service is Ready to be Energized at the Site
  - Coordination of Traffic Control for the Visit
3. Once TAPCO has arrived onsite, customer shall work with TAPCO technicians and provide the following:
  - Provide Traffic Control when Necessary
  - Provide a Ladder or Bucket Truck when Necessary
4. **TAPCO RESPONSIBILITIES**  
 TAPCO will provide onsite installation support to ensure the following:
  - Final Wire Terminations for All Equipment
  - Aim/Adjust, Calibrate and Test Detection Equipment
  - Aim and Calibrate Video Cameras
  - Verify Connectivity with the BlinkLink Server
  - Test Complete Functionality of System
  - Provide Training on Overall System Operation and Troubleshooting
5. **TAPCO'S HOURLY RATE:**
  - **Straight Time Hourly rate** (Monday through Friday, 8am-5pm.) \$150.00 per hour
  - **Overtime Hourly rate** (Monday through Friday 5pm-8am, and all day Saturday.) \$225.00 per hour
  - **Double Time Hourly rate** (all day on Sundays and Federal Holidays.) \$300.00 per hour

# ATL AIRPORT COMMUNITY IMPROVEMENT DISTRICTS

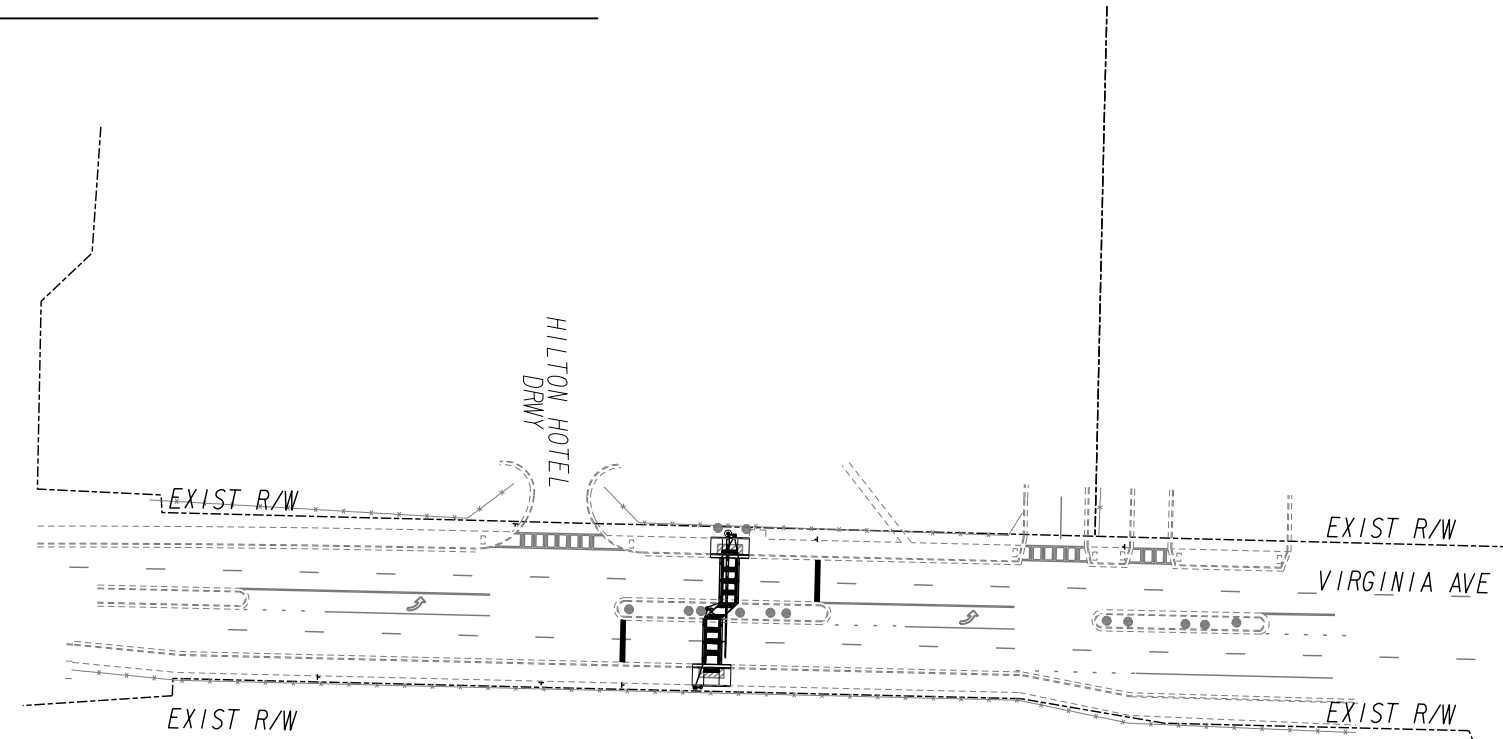
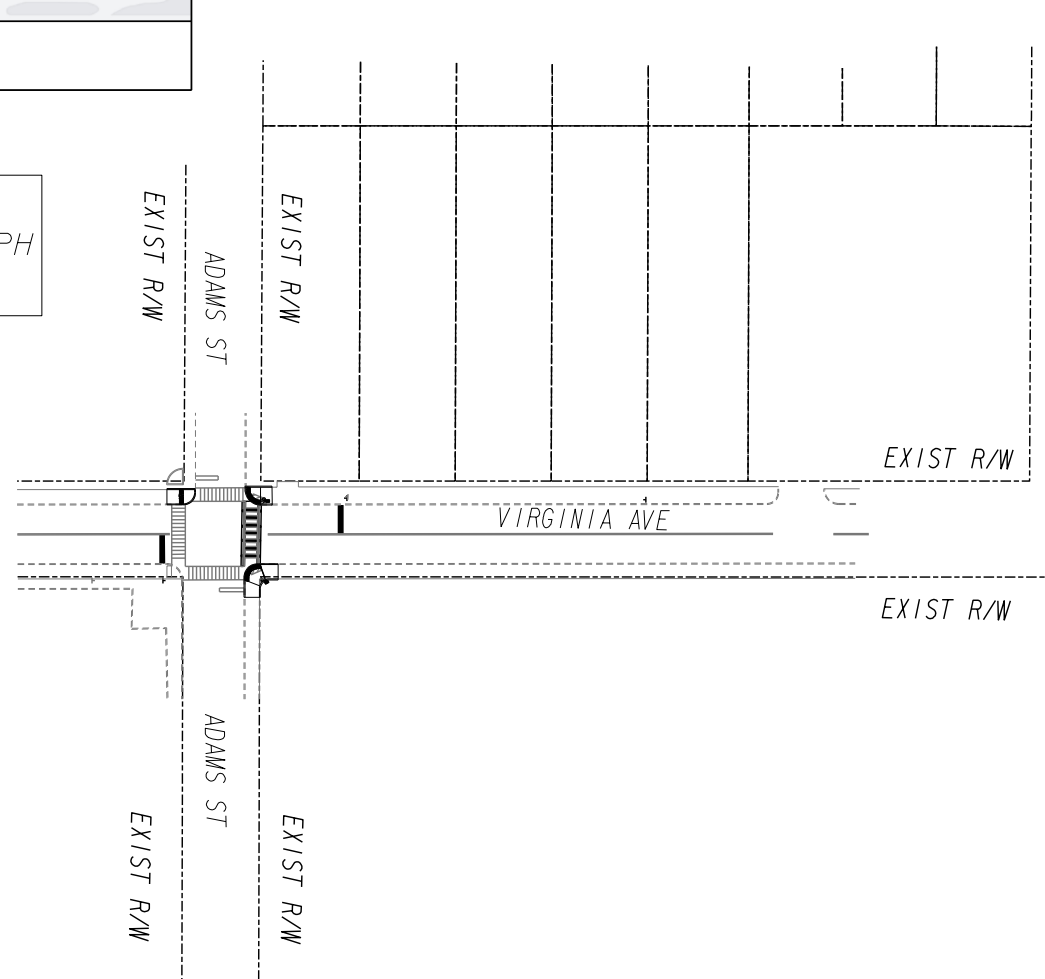
## PLAN AND PROFILE OF PROPOSED VIRGINIA AVENUE SMART CORRIDOR MIDBLOCK CROSSINGS



LOCATION SKETCH

PROJECT LOCATION

SPEED DESIGN:  
VIRGINIA AVENUE - 30/40 MPH  
ADAMS STREET - 25 MPH



THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

NOTE: CURB LINES, PROPERTY LINES AND RIGHT-OF-WAY LIMITS SHOWN ARE APPROXIMATE AND ARE BASED ON CURRENTLY AVAILABLE GIS INFORMATION, AERIAL IMAGERY, AND FIELD OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING CONSTRUCTION TO PUBLIC RIGHTS-OF-WAY ONLY AND SHALL NOT ENCRoACH UPON PRIVATE PROPERTY WITHOUT LEGAL EASEMENTS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UTILITIES (HORIZONTAL AND VERTICAL), PROPERTY LINES, AND RIGHTS OF WAY. THE ATTENTION OF THE BIDDER IS DIRECTED SPECIFICALLY TO SUB SECTIONS 102.04, 102.05, AND 104.03 OF THE GDOT SPECIFICATIONS ALL DEVICES, EQUIPMENT, AND MATERIALS INSTALLED SHALL BE INSTALLED WITHIN THE EXISTING RIGHT OF WAY.

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND AEROTROPOLIS ATLANTA CID IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



**POND**

SCALE IN FEET



PREPARED BY: \_\_\_\_\_  
DESIGN

DATE	CHIEF ENGINEER
PLANS COMPLETED	03-18-2021
REVISIONS:	

DRAWING No.

01-001



# SUMMARY OF QUANTITIES

ROADWAY ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
150-1000	LS	TRAFFIC CONTROL	1
210-0100	LS	GRADING COMPLETE	1
441-0104	SY	CONC SIDEWALK, 4 IN	98
441-5002	LF	CONCRETE HEADER CURB, 6 IN, TP 2	75
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	20
441-6216	LF	CONC CURB & GUTTER, 8 IN X 24 IN , TP2	40
444-1000	LF	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	320
500-3101	CY	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	7
999-5200	SF	DETECTABLE WARNING SURFACE	7
SIGNING AND MARKING ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
610-9001	EA	REM SIGN	2
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	50
636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	44
636-2070	LF	GALV STEEL POSTS, TP 7	134
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	122
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	255
TRAFFIC SIGNAL/ITS ITEMS			
ITEM	UNITS	DESCRIPTION	QUANTITY
639-3004	EA	STEEL STRAIN POLE, TP IV (WITH 65 FT MAST ARM)	1
647-1030	LS	RRFB INSTALLATION NO. 1 - VIRGINIA AVE AT ADAMS ST	1
647-1030	LS	RRFB INSTALLATION NO. 2 - VIRGINIA AVE AT HILTON DRWY	1
682-6222	LF	CONDUIT, NONMETL, TP 2, 2 IN	300
999-3900	LS	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	1
999-3975	LS	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	1



REVISION DATES


**SUMMARY OF QUANTITIES**  
 VIRGINIA AVENUE SMART CORRIDOR  
 MIDBLOCK CROSSINGS

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	06-001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

EXISTING UTILITIES

- EXISTING GUY WIRE
- EX.OH ELECTRIC
- EX POWER POLE
- EX TRANSFORMER
- EX.UG ELECTRIC
- EX GAS LINE
- EX GAS METER
- EX GAS VALVE
- EX WATER LINE
- EX FIRE HYDRANT
- EX WATER METER
- EX WATER VALVE
- EX SANITARY SEWER
- EX SS MANHOLE
- EX TELEPHONE MH
- EX OH TELEPHONE
- EX TELEPHONE POLE
- EX UG TELEPHONE
- EX OH CABLE TV
- EX UG CABLE TV
- EX STORM DRAIN
- EX CATCH BASIN
- EX DROP INLET
- EX SD MANHOLE

EXISTING SIGNAL

- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD
- 5 SECTION HEAD
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 1
- PULLBOX, TP 2
- PULLBOX, TP 4
- PULLBOX, TP 5
- 6x6 CALL LOOP
- 6x18 CALL LOOP
- 6x40 PRESENCE LOOP (DIPOLE)
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT
- RAILROAD CONTROLLER
- SIGN POST

PROPOSED SIGNAL

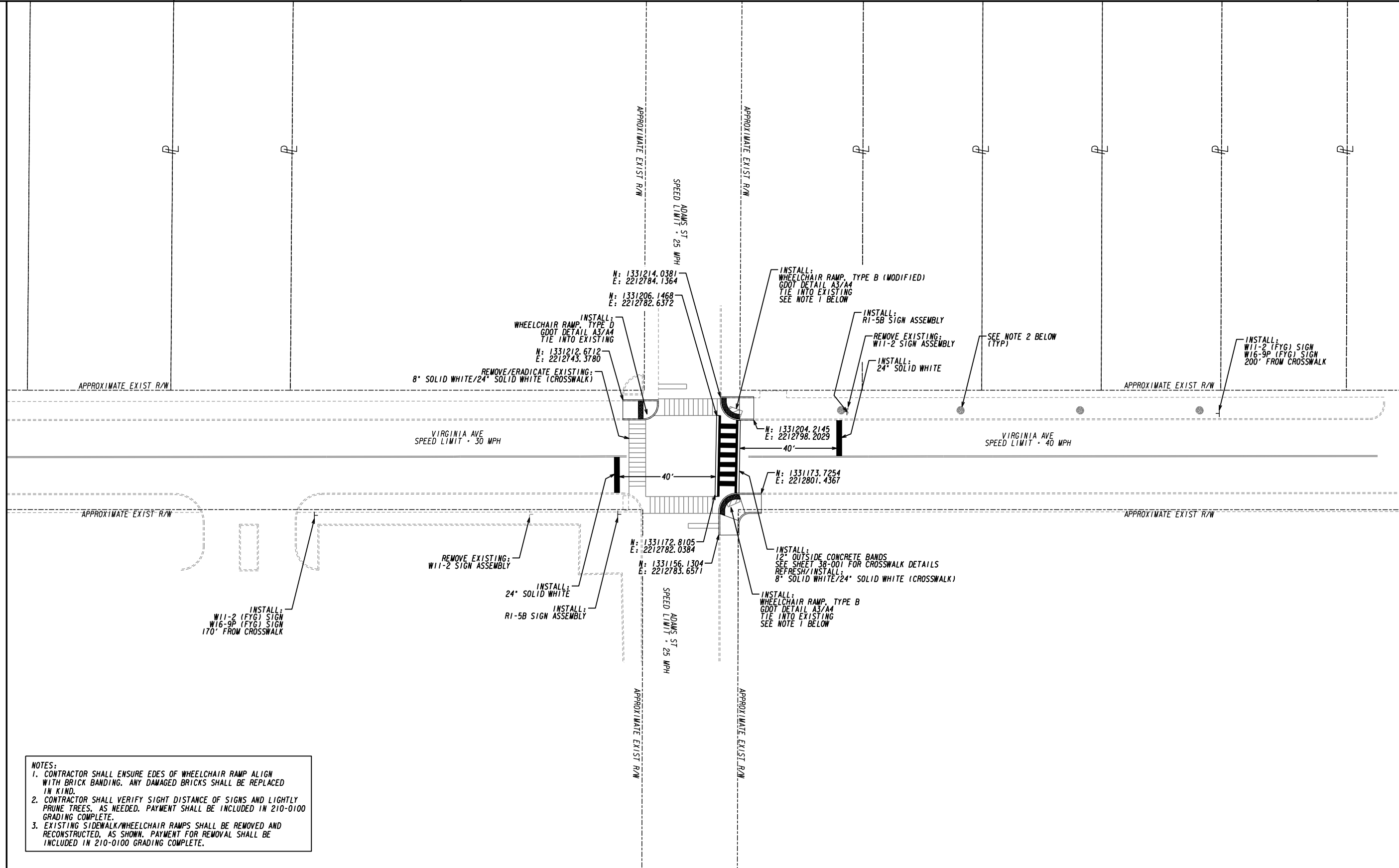
- CONTROLLER CABINET
- STRAIN POLE
- TIMBER POLE
- DOWN GUY
- MAST ARM
- STREET LIGHT
- 3 SECTION HEAD
- 3 SECTION HEAD W/ BACKPLATE
- 4 SECTION HEAD
- 4 SECTION HEAD W/ BACKPLATE
- 5 SECTION HEAD
- 5 SECTION HEAD W/ BACKPLATE
- OVERHEAD STREET NAME SIGN
- OVERHEAD SIGN
- PEDESTAL POLE
- PED SIGNAL HEAD
- CURB CUT RAMP
- PULLBOX, TP 2
- PULLBOX, TP 3
- PULLBOX, TP 4
- PULLBOX, TP 6
- PULLBOX, TP 7
- 6x6 PULSE LOOP
- 6x18 CALL LOOP
- 6x40 PRESENCE LOOP (DIPOLE)
- 6x40 PRESENCE LOOP (QUADRUPOLE)
- CONDUIT (BORED)
- CONDUIT (TRENCHED)
- RAILROAD CONTROLLER
- SIGN POST
- ELECTRICAL SERVICE POINT
- RADAR DETECTION DEVICE
- MAGNETOMETER DETECTION DEVICE
- VIDEO DETECTION DEVICE
- VIRTUAL DETECTION ZONE (RADAR, VIDEO, ETC.)

PROPERTY AND EXISTING R/W LINE		BEGIN LIMIT OF ACCESS.....BLA	
REQUIRED R/W LINE		END LIMIT OF ACCESS.....ELA	
CONSTRUCTION LIMITS		LIMIT OF ACCESS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		REQ'D R/W & LIMIT OF ACCESS	
EASEMENT FOR CONSTR OF SLOPES			
EASEMENT FOR CONSTR OF DRIVES			



REVISION DATES		SIGNAL PLANS	
		VIRGINIA AVENUE SMART CORRIDOR	
		LEGEND	
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	07-004	
CORRECTED:	DATE:		
VERIFIED:	DATE:		





**NOTES:**

- CONTRACTOR SHALL ENSURE EDGES OF WHEELCHAIR RAMP ALIGN WITH BRICK BANDING. ANY DAMAGED BRICKS SHALL BE REPLACED IN KIND.
- CONTRACTOR SHALL VERIFY SIGHT DISTANCE OF SIGNS AND LIGHTLY PRUNE TREES, AS NEEDED. PAYMENT SHALL BE INCLUDED IN 210-0100 GRADING COMPLETE.
- EXISTING SIDEWALK/WHEELCHAIR RAMPS SHALL BE REMOVED AND RECONSTRUCTED, AS SHOWN. PAYMENT FOR REMOVAL SHALL BE INCLUDED IN 210-0100 GRADING COMPLETE.

PROPERTY AND EXISTING R/W LINE	----
REQUIRED R/W LINE	----
CONSTRUCTION LIMITS	----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▩
EASEMENT FOR CONSTR OF DRIVES	▧

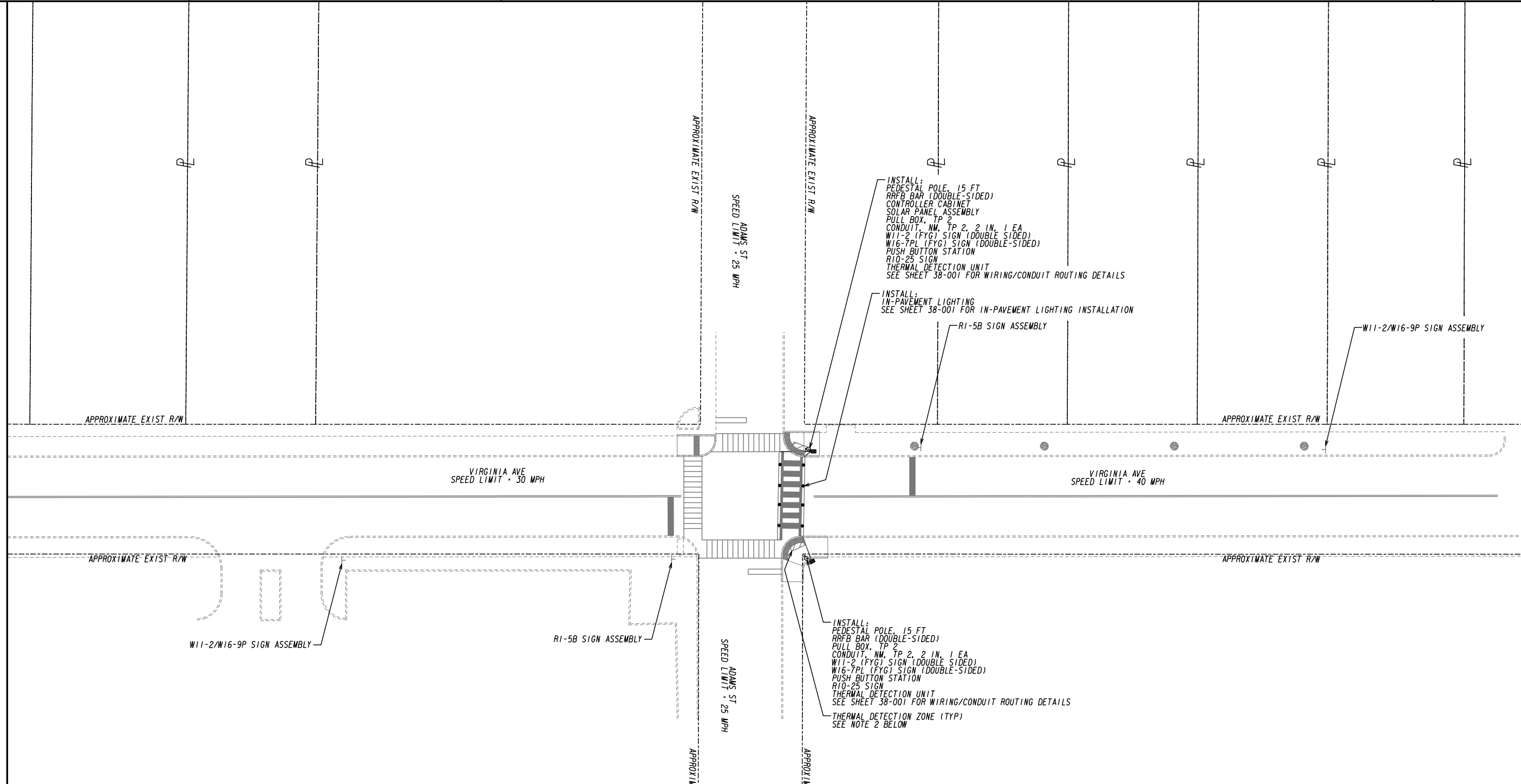
BEGIN LIMIT OF ACCESS.....BLA	—●—
END LIMIT OF ACCESS.....ELA	—●—
REQ'D LIMIT OF ACCESS	—○—
REQ'D LIMIT OF ACCESS & R/W	—■—
ORANGE BARRIER FENCE	—●—
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	—▼—



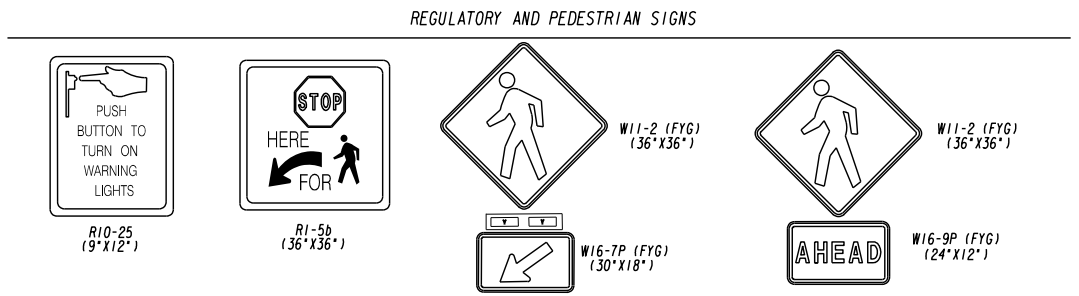
REVISION DATES	

SIGNAL PLANS			
ROADWAY/SIGNING AND MARKING DETAILS			
VIRGINIA AVE AT ADAMS ST MIDBLOCK CROSSING			
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:		
CORRECTED:	DATE:		
VERIFIED:	DATE:		





**NOTE:**  
 1. CONTRACTOR IS RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES. ALL EXISTING UTILITIES SHALL BE PROTECTED AND RETAINED. CONTRACTOR SHALL HAND EXCAVATE IN VICINITY OF ALL PROPOSED WORK, INCLUDING PEDESTAL POLE AND MAST ARM ASSEMBLY FOUNDATIONS.  
 2. THERMAL DETECTION SONE LIMITS ARE FOR INFORMATIONAL PURPOSES ONLY. DETECTION ARE SHOULD BE DETERMINED/CONFIGURED BY FLIR AND/OR TAPCO REP IN FIELD.

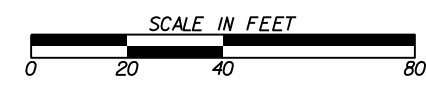


**SIGNAL LEGEND**

	PROPOSED SIGNAL HEAD		PROPOSED 4-SECTION SIGNAL HEAD
	EXISTING SIGNAL HEAD		PROPOSED 5-SECTION OR 4-SECTION SIGNAL HEAD
	RELOCATED SIGNAL HEAD		PEDESTRIAN SIGNAL HEAD

**DETECTION LEGEND**

	PROPOSED VIRTUAL DETECTION ZONE		PROPOSED INDUCTIVE LOOP
	PROPOSED VIDEO DETECTION CAMERA		PROPOSED MAGNETOMETER
	PROPOSED RADAR		



**REVISION DATES**


**SIGNAL PLANS**

RECTANGULAR RAPID FLASHING BEACON INSTALLATION NO. 1  
 VIRGINIA AVE AT ADAMS ST MIDBLOCK CROSSING

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

## LIST OF MATERIALS - RECTANGULAR RAPID FLASHING BEACON NO. 1

LIST OF MATERIALS IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL MATERIALS AND QUANTITIES REQUIRED FOR INSTALLATION.

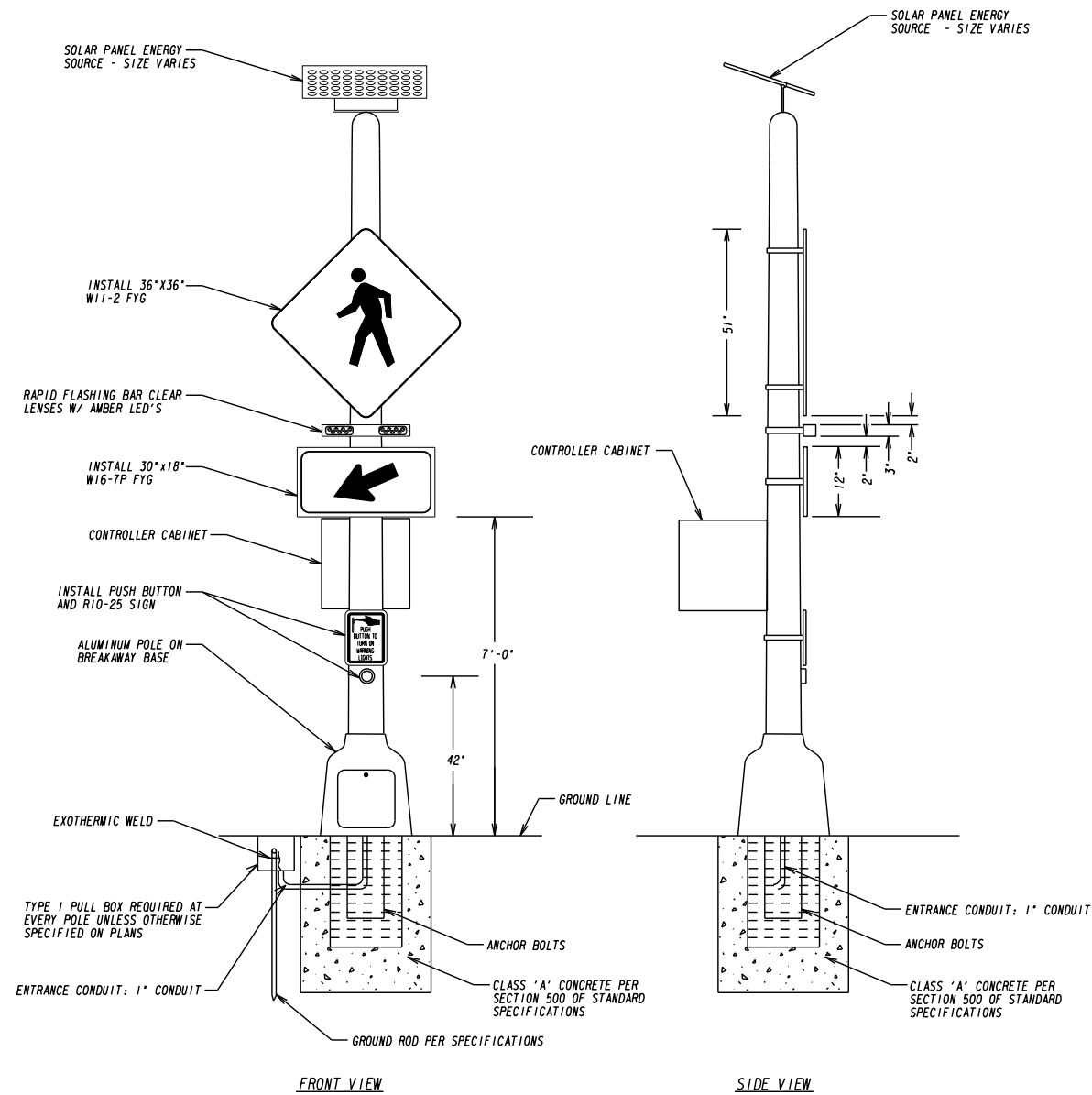
MATERIALS	UNIT	QUANTITY
15' PEDESTAL POLE WITH BREAKAWAY BASE (BLACK POWDER-COAT FINISH)	EA	2
PEDESTRIAN PUSH BUTTON STATIONS, W/ BUTTONS AND SIGNS		
1. 9"x12" R10-25	EA	2
PEDESTRIAN PUSH BUTTON STATION ADAPTERS (ONLY)	EA	2
RAPID FLASHING BAR - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	4
CONTROLLER CABINET - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	1
SOLAR PANEL ENERGY SOURCE - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	1
W11-2 SIGN	EA	4
W16-7PL SIGN	EA	2
W16-7PR SIGN	EA	2
LIGHTING SYSTEM *	EA	LUMP SUM
THERMAL DETECTION SYSTEM - FLIR TRAFIONE 156	EA	2
MISC MATL TO COMPLETE INSTALLATION	LUMP SUM	LUMP SUM

\*INCLUDES ALL COMPONENTS OF LIGHTING SYSTEM INCLUDING CABLING, CONDUIT, LED MODULE, CONTROLLER, AND OTHER MISCELLANEOUS INSTALLATION EQUIPMENT

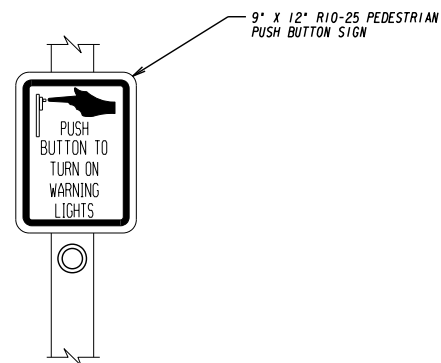
### PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
210-0100	GRADING COMPLETE	LUMP SUM	LUMP SUM
441-0104	CONC SIDEWALK, 4 IN	SY	50
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	75
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	LF	130
500-3101	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	CY	3
610-9001	REM SIGN	EA	2
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	18
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	22
636-2070	GALV STEEL POSTS, TP 7	LF	54
647-1030	RRFB INSTALLATION NO. 1 - VIRGINIA AVE AT ADAMS ST	LUMP SUM	LUMP SUM
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	78
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	65
682-6222	CONDUIT, NONMETL, TP 2, 2 IN **	LF	100
999-5200	DETECTABLE WARNING SURFACE	SF	64
999-3900	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM
999-3975	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM

\*\*ALL ASSOCIATED POWER CABLING SHALL BE INCLUDED UNDER ASSOCIATED CONDUIT PAY ITEM



RECTANGULAR RAPID FLASHING BEACON SYSTEM  
 PEDESTRIAN PEDESTAL INSTALLATION

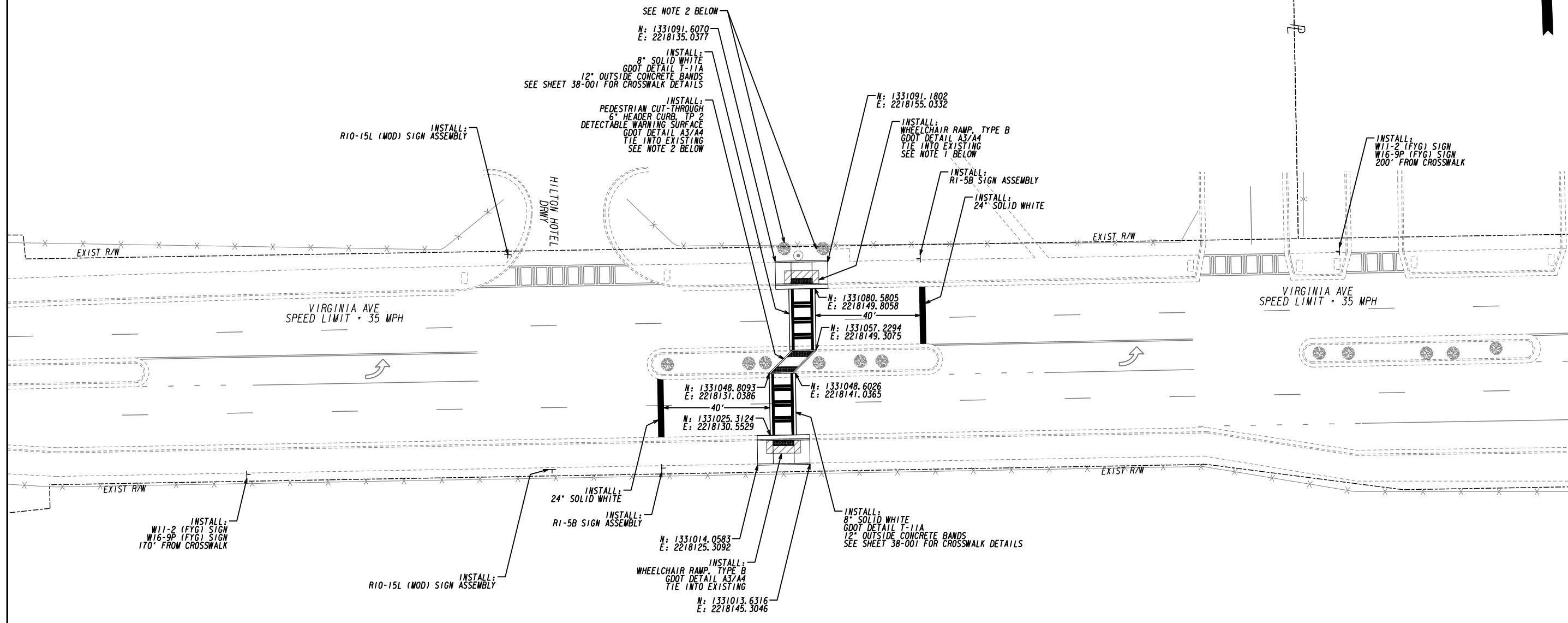


#### REVISION DATES

NO.	DATE	DESCRIPTION

#### SIGNAL PLANS VIRGINIA AVENUE SMART CORRIDOR SUMMARY OF QUANTITIES

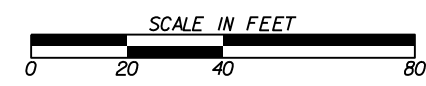
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CORRECTED:	DATE:	
VERIFIED:	DATE:	



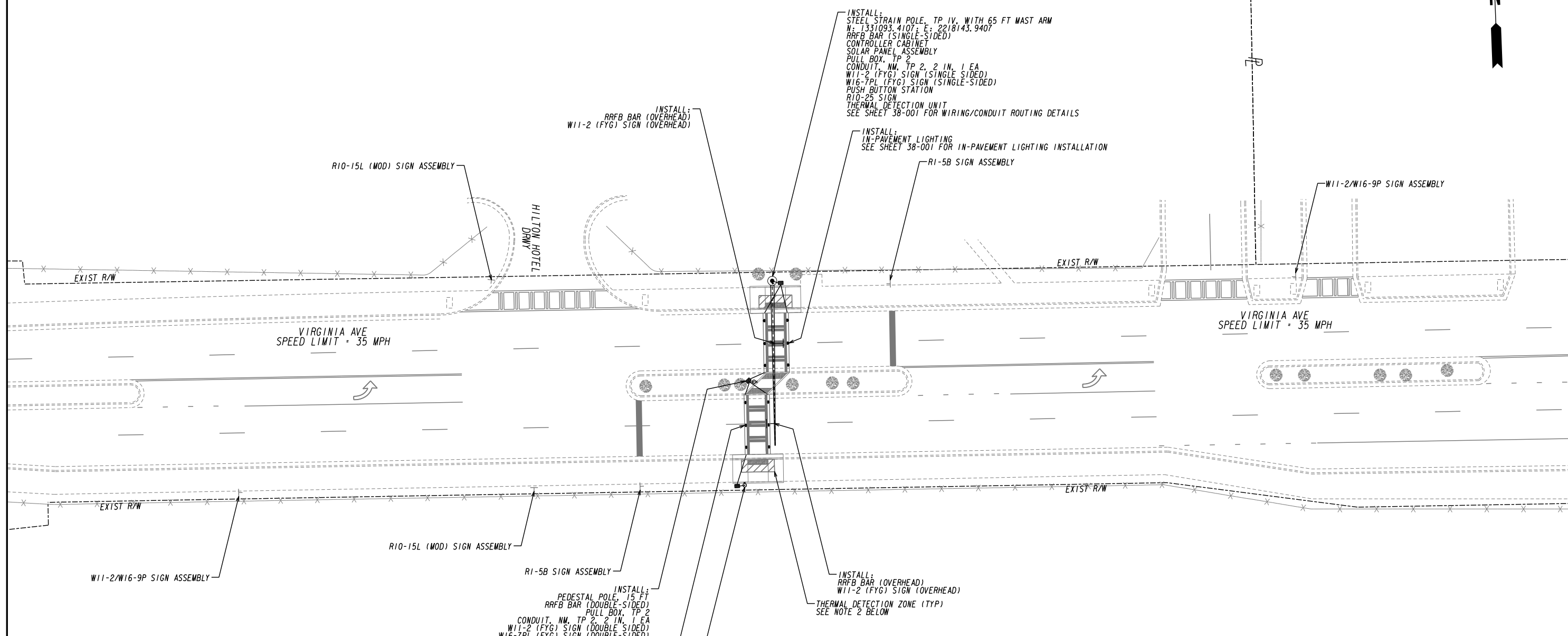
**NOTES:**  
 1. CONTRACTOR SHALL ENSURE EDGES OF WHEELCHAIR RAMP ALIGN WITH BRICK BANDING. ANY DAMAGED BRICKS SHALL BE REPLACED IN KIND.  
 2. CONTRACTOR SHALL VERIFY SIGHT DISTANCE OF SIGNS AND LIGHTLY PRUNE TREES, AS NEEDED. BOTH CREPE MYRTLES SHALL BE REMOVED FROM MEDIAN. PAYMENT SHALL BE INCLUDED IN 210-0100 GRADING COMPLETE.  
 3. EXISTING SIDEWALK/WHEELCHAIR RAMPS SHALL BE REMOVED AND RECONSTRUCTED, AS SHOWN. PAYMENT FOR REMOVAL SHALL BE INCLUDED IN 210-0100 GRADING COMPLETE.

PROPERTY AND EXISTING R/W LINE	-----E-----
REQUIRED R/W LINE	-----F-----
CONSTRUCTION LIMITS	-----G-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---o---o---o---
END LIMIT OF ACCESS.....ELA	---o---o---o---
REQ'D LIMIT OF ACCESS	---o---o---o---
REQ'D LIMIT OF ACCESS & R/W	---o---o---o---
ORANGE BARRIER FENCE	---o---o---o---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---o---o---o---



REVISION DATES		SIGNAL PLANS	
		ROADWAY/SIGNING AND MARKING DETAILS	
		VIRGINIA AVE AT HILTON DRWY MIDBLOCK CROSSING	
CHECKED:	DATE:	DRAWING No.	
BACKCHECKED:	DATE:	07-006	
CORRECTED:	DATE:		
VERIFIED:	DATE:		



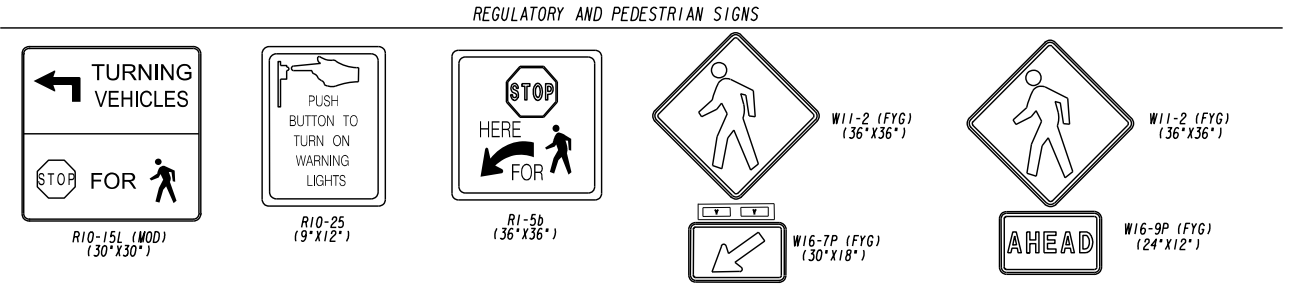
**NOTE:**  
 1. CONTRACTOR IS RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES. ALL EXISTING UTILITIES SHALL BE PROTECTED AND RETAINED. CONTRACTOR SHALL HAND EXCAVATE IN VICINITY OF ALL PROPOSED WORK, INCLUDING PEDESTAL POLE AND MAST ARM ASSEMBLY FOUNDATIONS.  
 2. THERMAL DETECTION SONE LIMITS ARE FOR INFORMATIONAL PURPOSES ONLY. DETECTION ARE SHOULD BE DETERMINED/CONFIGURED BY FLIR AND/OR TAPCO REP IN FIELD.

**INSTALL:**  
 PEDESTAL POLE, 15 FT  
 RRFB BAR (DOUBLE-SIDED)  
 PULL BOX, TP 2  
 CONDUIT, NM, TP 2, 2 IN, 1 EA  
 W11-2 (FYG) SIGN (DOUBLE-SIDED)  
 W16-7PL (FYG) SIGN (DOUBLE-SIDED)  
 PUSH BUTTON STATION  
 R10-25 SIGN  
 SEE SHEET 38-001 FOR WIRING/CONDUIT ROUTING DETAILS

**INSTALL:**  
 IN-PAVEMENT LIGHTING  
 SEE SHEET 38-001 FOR IN-PAVEMENT LIGHTING INSTALLATION

**INSTALL:**  
 PEDESTAL POLE, 15 FT  
 RRFB BAR (SINGLE-SIDED)  
 PULL BOX, TP 2  
 CONDUIT, NM, TP 2, 2 IN, 1 EA  
 W11-2 (FYG) SIGN (SINGLE-SIDED)  
 W16-7PL (FYG) SIGN (SINGLE-SIDED)  
 PUSH BUTTON STATION  
 R10-25 SIGN  
 SEE SHEET 38-001 FOR WIRING/CONDUIT ROUTING DETAILS

**INSTALL:**  
 RRFB BAR (OVERHEAD)  
 W11-2 (FYG) SIGN (OVERHEAD)  
 THERMAL DETECTION ZONE (TYP)  
 SEE NOTE 2 BELOW

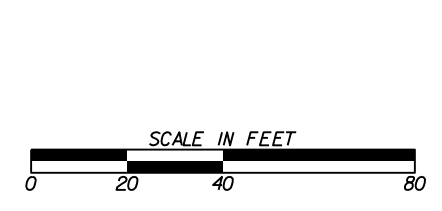
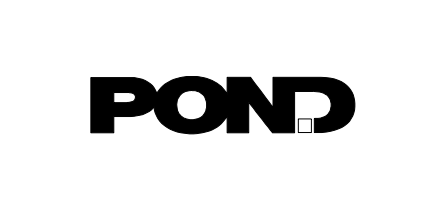


**SIGNAL LEGEND**

	PROPOSED SIGNAL HEAD		PROPOSED 4-SECTION SIGNAL HEAD
	EXISTING SIGNAL HEAD		PROPOSED 5-SECTION OR 4-SECTION SIGNAL HEAD
	RELOCATED SIGNAL HEAD		PEDESTRIAN SIGNAL HEAD

**DETECTION LEGEND**

	PROPOSED VIRTUAL DETECTION ZONE
	PROPOSED INDUCTIVE LOOP
	PROPOSED VIDEO DETECTION CAMERA
	PROPOSED MAGNETOMETER
	PROPOSED RADAR



**REVISION DATES**

NO.	DATE	DESCRIPTION

**SIGNAL PLANS**

RECTANGULAR RAPID FLASHING BEACON INSTALLATION NO. 2  
 VIRGINIA AVE AT HILTON DRWY MIDBLOCK CROSSING

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

## LIST OF MATERIALS - RECTANGULAR RAPID FLASHING BEACON NO. 2

LIST OF MATERIALS IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL MATERIALS AND QUANTITIES REQUIRED FOR INSTALLATION.

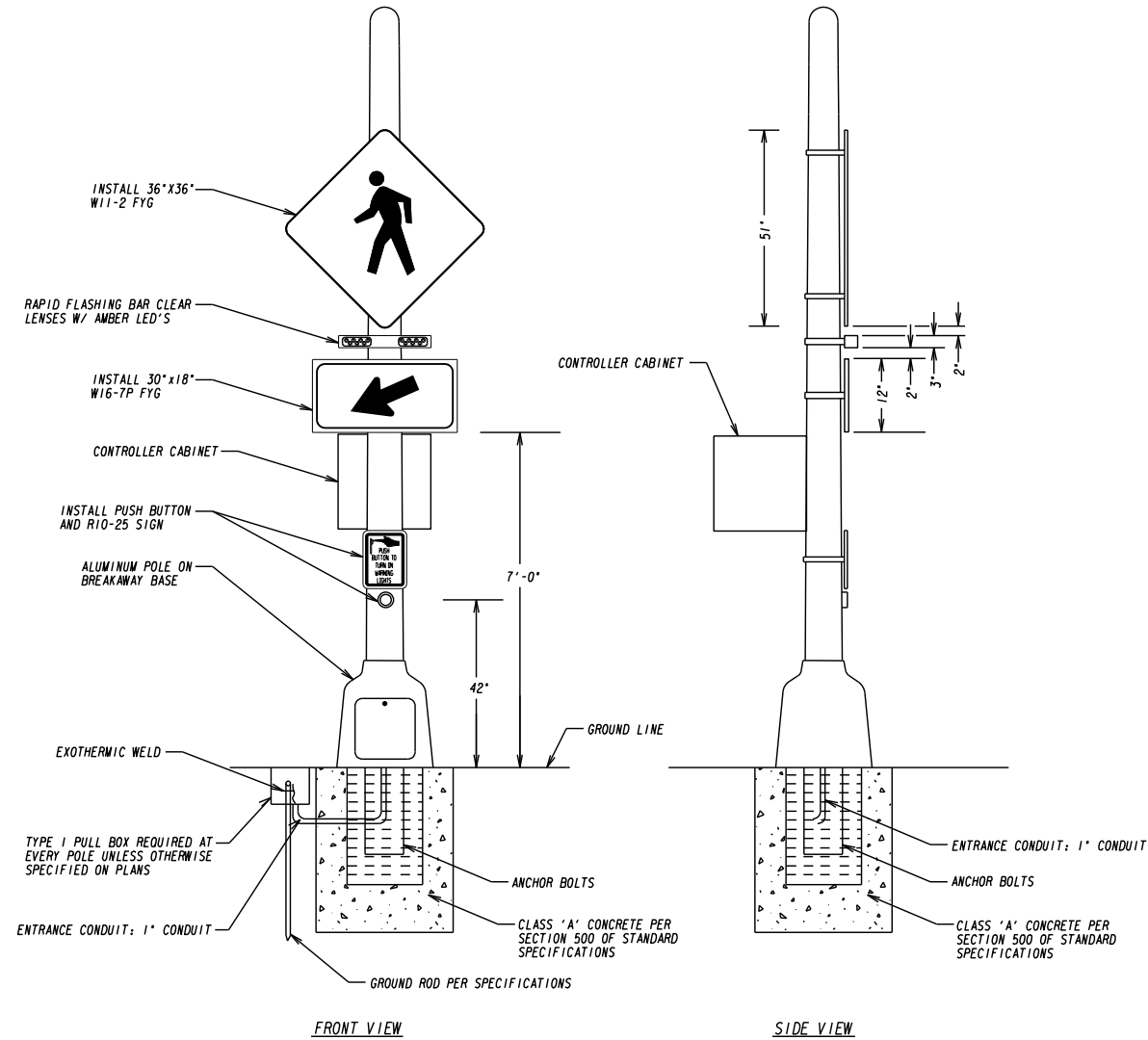
MATERIALS	UNIT	QUANTITY
15' PEDESTAL POLE WITH BREAKAWAY BASE (BLACK POWDER-COAT FINISH)	EA	2
PEDESTRIAN PUSH BUTTON STATIONS, W/ BUTTONS AND SIGNS		
1. 9"x12" R10-25	EA	3
PEDESTRIAN PUSH BUTTON STATION ADAPTERS (ONLY)	EA	3
RAPID FLASHING BAR - PEDESTRIAN PEDESTAL POLE MOUNTED	EA	3
RAPID FLASHING BAR - MAST ARM UPRIGHT MOUNTED	EA	1
RAPID FLASHING BAR - MAST ARM MOUNTED (OVERHEAD)	EA	2
CONTROLLER CABINET - MAST ARM UPRIGHT MOUNTED	EA	1
SOLAR PANEL ENERGY SOURCE - MAST ARM UPRIGHT MOUNTED	EA	1
W11-2 SIGN	EA	6
W16-7PL SIGN	EA	2
W16-7PR SIGN	EA	2
LIGHTING SYSTEM *	EA	LUMP SUM
THERMAL DETECTION SYSTEM - FLIR TRAFIONE 156	EA	1
MISC MATL TO COMPLETE INSTALLATION	LUMP SUM	LUMP SUM

\*INCLUDES ALL COMPONENTS OF LIGHTING SYSTEM INCLUDING CABLING, CONDUIT, LED MODULE, CONTROLLER, AND OTHER MISCELLANEOUS INSTALLATION EQUIPMENT

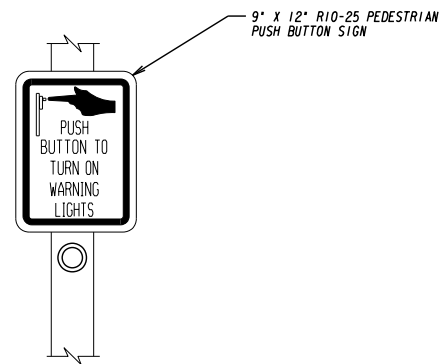
### PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
210-0100	GRADING COMPLETE	LUMP SUM	LUMP SUM
441-0104	CONC SIDEWALK, 4 IN	SY	48
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	LF	20
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	40
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	LF	190
500-3101	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	CY	4
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	32
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	22
636-2070	GALV STEEL POSTS, TP 7	LF	80
639-3004	STEEL STRAIN POLE, TP IV (W/ 65 FT MAST ARM); (POWDER-COAT BLACK FINISH)	EA	1
647-1030	RRFB INSTALLATION NO. 2 - VIRGINIA AVE AT HILTON DRWY	LUMP SUM	LUMP SUM
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	44
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	190
682-6222	CONDUIT, NONMETL, TP 2, 2 IN ***	LF	200
999-5200	DETECTABLE WARNING SURFACE	SF	64
999-3900	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM
999-3975	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	LUMP SUM	LUMP SUM

\*\*ALL ASSOCIATED POWER CABLING SHALL BE INCLUDED UNDER ASSOCIATED CONDUIT PAY ITEM



RECTANGULAR RAPID FLASHING BEACON SYSTEM  
 PEDESTRIAN PEDESTAL INSTALLATION



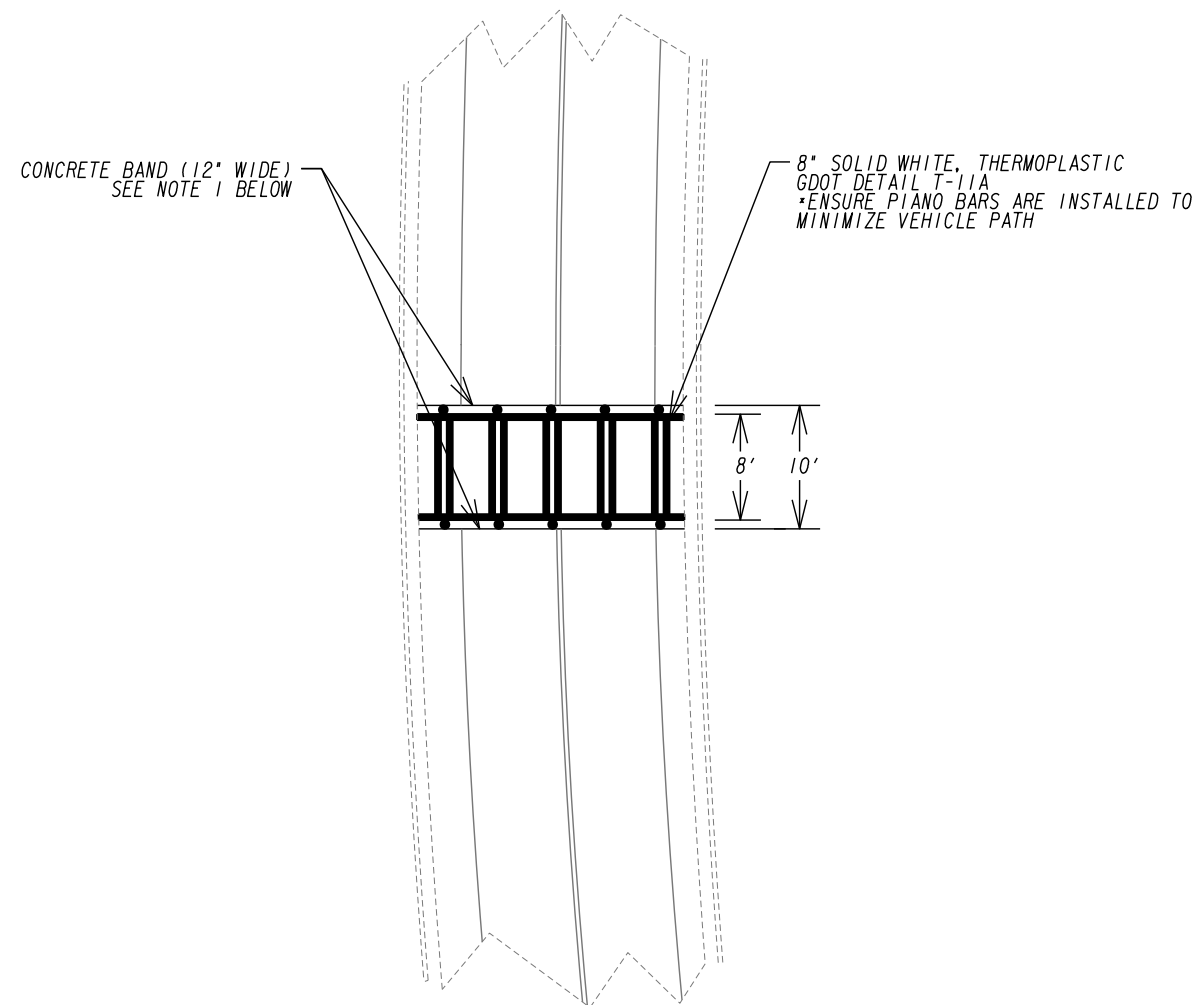
#### REVISION DATES

#### SIGNAL PLANS VIRGINIA AVENUE SMART CORRIDOR SUMMARY OF QUANTITIES

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFIED:	DATE:	

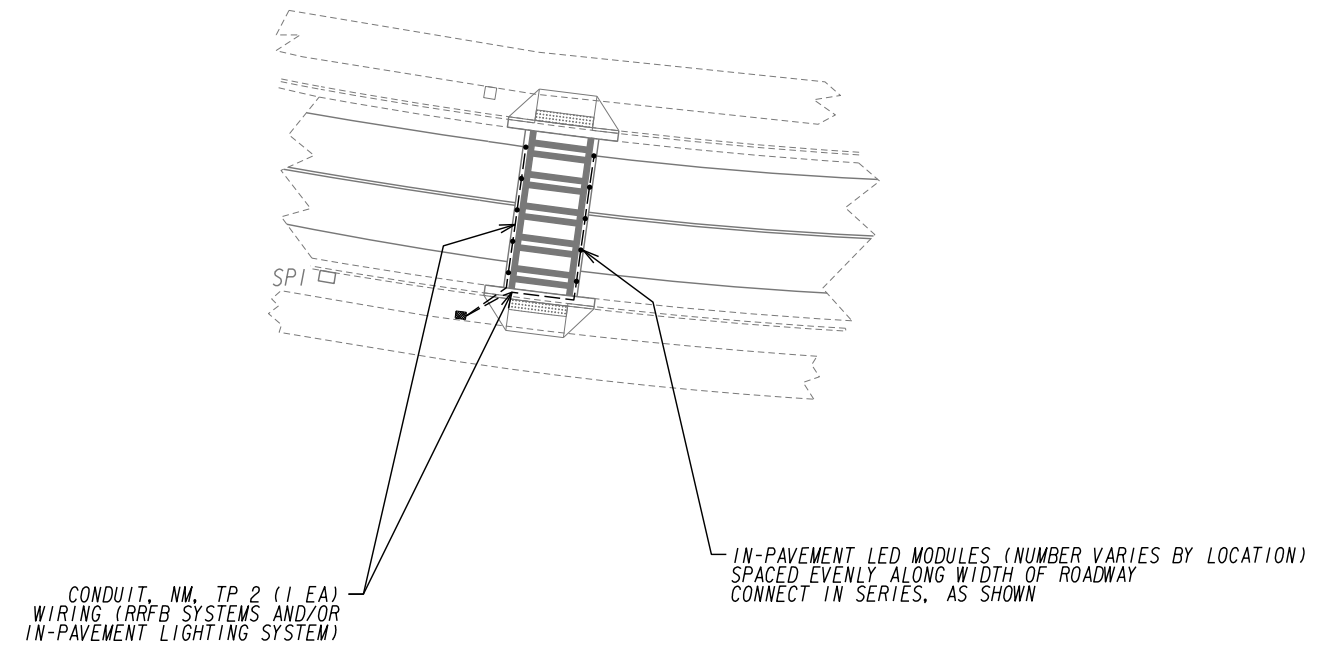
TYPICAL CONCRETE BAND/CROSSWALK DETAIL

N.T.S.



TYPICAL CONDUIT/CABLE ROUTING FOR RRFB AND IN-PAVEMENT LIGHTING INSTALLATION

N.T.S.



NOTES:

1. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AT A 12" WIDTH AND AT A DEPTH TO EXISTING ROADWAY SUB-BASE. LATERAL CONDUIT AND WIRING RUNS (FOR IN-PAVEMENT LIGHTING SYSTEM AND RRFB SYSTEM) AND PERPENDICULAR STUBS (FOR EACH LIGHT) SHOULD BE INSTALLED PRIOR TO POURING CONCRETE. ONCE CURED, LIGHT UNITS SHALL BE DRILLED/CORED INTO CONCRETE BANDS.
2. CONDUIT AND PULL BOXES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF WHEELCHAIR RAMPS.
3. UNDER NO CIRCUMSTANCES SHALL ANY SAWCUTTING BE ALLOWED FOR ROUTING OF WIRING.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS, WITH THE EXCEPTION OF SAWCUTTING WIRING.



REVISION DATES

NO.	DATE	DESCRIPTION

**SPECIAL CONSTRUCTION DETAILS**  
 VIRGINIA AVENUE SMART CORRIDOR  
 MIBBLOCK CROSSINGS

CHECKED:	DATE:	DRAWING NO.
BACKCHECKED:	DATE:	00-001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

DATE : 3/19/2021

PAGE : 1

**BID PLANS CONSTRUCTION COST ESTIMATE**

SPEC YEAR: 21

JOB NUMBER: 1200923

DESCRIPTION: AACID - Virginia Avenue SMART Corridor - Midblock Crossings

**ROADWAY ITEMS**

ITEM	UNITS	DESCRIPTION	PRICE	QUANTITY	AMOUNT
150-1000	LS	TRAFFIC CONTROL	\$15,000.00	1	\$15,000.00
210-0100	LS	GRADING COMPLETE	\$10,000.00	1	\$10,000.00
441-0104	SY	CONC SIDEWALK, 4 IN	\$54.26	98	\$5,317.48
441-5002	LF	CONCRETE HEADER CURB, 6 IN, TP 2	\$25.43	75	\$1,907.25
441-5008	LF	CONCRETE HEADER CURB, 6 IN, TP 7	\$19.93	20	\$398.60
441-6216	LF	CONC CURB & GUTTER, 8 IN X 24 IN , TP2	\$46.88	40	\$1,875.20
444-1000	LF	SAWED JOINTS IN EXIST PAVEMENTS - PCC (FOR CONCRETE BANDS ALONG CROSSWALK)	\$7.90	320	\$2,528.00
500-3101	CY	CLASS A CONCRETE (CONCRETE BANDS ALONG CROSSWALK - 12 IN WIDTH)	\$1,323.82	7	\$9,266.74
999-5200	SF	DETECTABLE WARNING SURFACE	\$1,323.82	7	\$9,266.74

**SIGNING AND MARKING ITEMS**

ITEM	UNITS	DESCRIPTION	PRICE	QUANTITY	AMOUNT
610-9001	EA	REM SIGN	\$160.18	2	\$320.36
636-1033	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$24.29	50	\$1,214.50
636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$20.73	44	\$912.12
636-2070	LF	GALV STEEL POSTS, TP 7	\$9.16	134	\$1,227.44
653-1704	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$8.72	122	\$1,063.84
653-1804	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$2.60	255	\$663.00

**TRAFFIC SIGNAL/ITS ITEMS**

ITEM	UNITS	DESCRIPTION	PRICE	QUANTITY	AMOUNT
639-3004	EA	STEEL STRAIN POLE, TP IV (WITH 65 FT MAST ARM)	\$23,000.00	1	\$23,000.00
647-1030	LS	RRFB INSTALLATION NO. 1 - VIRGINIA AVE AT ADAMS ST	\$39,154.46	1	\$39,154.46
647-1030	LS	RRFB INSTALLATION NO. 2 - VIRGINIA AVE AT HILTON DRWY	\$45,264.45	1	\$45,264.45
682-6222	LF	CONDUIT, NONMETL, TP 2, 2 IN	\$9.02	300	\$2,706.00
999-3900	LS	TESTING - RECTANGULAR RAPID BEACON ASSEMBLY	\$1,212.00	1	\$1,212.00
999-3975	LS	TRAINING - RECTANGULAR RAPID BEACON ASSEMBLY	\$1,212.00	1	\$1,212.00

UTILITY RELOCATION COST

N/A

ITEM TOTAL

\$173,510.18

INFLATED ITEM TOTAL

\$173,510.18

ESTIMATED COST:

\$173,510.18

CONTINGENCY PERCENT ( 15.0 ):

\$26,026.53

**ESTIMATED TOTAL:****\$199,536.70**