



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 ~

Monday, June 7, 2021

7:30 PM

Council Chambers

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

A. Approval of Regular Session Minutes dated May 17, 2021

ACTION:

B. Approval of Workshop Session Minutes dated May 17, 2021.

ACTION:

C. Approval of Special Called Minutes dated May 6, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

- A. Presentation of a Proclamation to Ensign Briana Alexis Willis for her commissioning at the 140th commencement ceremony of the United States Coast Guard Academy. See attached Proclamation.
- B. Introduction of New Employees by Director of Human Resources and Risk Management Dwight Baker.

5. Remarks of Citizens

6. Other Business

A. COVID-19 Update. See memorandum dated June 2, 2021 from Fire Chief Wade Elmore

- B. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated June 1, 2021 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.
- C. Discussion and update on top ten delinquent property tax payers. See memorandum dated June 2, 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 June 2, 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 June 1, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.
- F. Consideration of and action on a request from the Atlanta Airport District for approval to host a cycling race event, Spin the District, and related festivities on Sunday, August 29, 2021 from 9:00 a.m. until 7:30 p.m. See memorandum dated June 1, 2021 from City Clerk Shavala Moore. Also, see attached Spin the District event information submitted by Suzanne Baugh CEO of Q&A Events and City of College Park Special Event Form. Wards 1 & 2.

ACTION:

7. Public Hearings

- A. Public Hearing to receive comments on the proposed Fiscal Year 2021-2022 budget. This is the second of two public hearings scheduled to receive public comments. This is the final hearing to adopt the 2021-2022 budget. See memorandum dated June 1, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for next three month extension approval of the agreement with Chick-fil-A ownership at 1065 Cleveland Avenue allowing a free standing kiosk on Main Street to sell limited menu items 3 days a week (Mon. thru Wed.), for the hours of 11 am-2 pm and to partner in this city sponsored event to facilitate a marketing study. See memorandum dated May 27, 2021 from Economic Development Director Arties Jones, III recommending approval. Also, see attached supporting documentation.

ACTION:

- B. Consideration of and action on a request to authorize the refinancing of the multiple debt issues. See memorandum dated June 1, 2021 from the Director of Finance and accounting recommending approval of refinancing debt. Also, see attached background information prepared by the City's Financial Advisor, Ed Wall.

ACTION:

- C. Consideration of and action on a request for approval to select a bond counsel to provide professional services to the City to issue the refinancing of existing debt on an "on-call basis". See memorandum dated June 2, 2021 from Director of Finance & Accounting, Althea Philord-Bradley recommending selecting Doug Selby of Hunton Andrews Kurth, LLC to provide professional services.

ACTION:

- D. Consideration of and action on a request authorizing the Mayor to execute Task Order #5 with Kimley Horn to provide professional design services for water and sewer relocation design for Rhodes Street. See memorandum dated June 1, 2021 from Economic Development Director Artie Jones, III requesting approval in the amount of \$44,000. Also, see attached supporting documentation. This item will be funded for through Tax Allocation District fund balance. Ward 2.

ACTION:

- E. Consideration of and action on bids received for the annual power line right-of-way tree trimming contractor. See memorandum dated June 1, 2021 from Power Director Hugh Richardson recommending W. A. Kendall bid in the amount of \$140.49 per crew hour. Also, see attached bid matrix, supporting documentation and proposed contract. This is a budgeted item.

ACTION:

- F. Consideration of and action on bids received for the annual power line construction contractor. See memorandum dated June 1, 2021 from Power Director Hugh Richardson recommending ProSource Utility Contractors, LLC for their bid of \$1,092,624.00 for anticipated underground and overhead projects. Also, see attached bid matrix, supporting documentation and proposed contract. This is a budgeted item.

ACTION:

-
- G. Consideration of and action on a request for approval of solid waste disposal services for residential and commercial solid waste. See memorandum dated June 1, 2021 from Director of Infrastructure and Development Jackson Myers recommending BFI Transfer System of Georgia, LLC/Republic Services of Georgia “East Point Transfer Station” as the City’s solid waste disposal facility in the amount of \$46.73 per ton at an estimated annual cost of \$729,144.00 based on 1,300 ton average per month. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

-
- H. Consideration of and action on a request for approval to upgrade the City’s emergency warning sirens. See memorandum dated June 2, 2021 from Fire Chief Wade Elmore recommending approval of Mobile Communications America, Inc. (MCA) in the amount of \$71,340.83 + annual maintenance \$5,525. Also, see attached supporting documentation.

ACTION:

-
- I. Consideration of and action on a request to ratify approval of the acceptance of Community Development Block Grant (CDBG) COVID-3 Cares Act funding from Fulton County in the amount of \$110,000.00 for Phase II Emergency Utility Assistance. See memorandum dated June 1, 2021 from Director of Infrastructure and Development Jackson Myers requesting approval. Also, see attached Fulton County award notification letter.

ACTION:

9. Unfinished (Old) Business

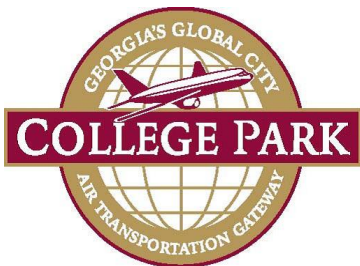
- A. Consideration of and action on a request for approval for the Atlanta Airport Rotary Club to route funds donated for the Mayor’s Ball held on November 18, 2018 as scholarships to students entering college or technical schools. See memorandum dated June 1, 2021 from Interim City Manager Mercedes Miller. Also, see attached background information.

ACTION:

-
- B. Consideration of and action on a request for approval of revisions to the City of College Park Purchasing Department Policies and Procedures. See memorandum dated June 1, 2021 from Purchasing/Fleet Administrator Willis Moody. Also, see attached revised City of College Park Purchasing Policies and Executive Summary.

ACTION:

10. New Business
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: 8866

DATE: May 26, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim Ciity Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Regular Session Minutes dated May 17, 2021

See attached Regular Session Minutes dated May 17, 2021.

Thank you.

ATTACHMENTS:

- RS051721 (DOCX)

Review:

- Gabrielle Thornton Completed 05/26/2021 3:07 PM
- Rosyline Robinson Completed 06/01/2021 2:47 PM
- Mercedes Miller Completed 06/01/2021 3:42 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 REGULAR SESSION
 4 MAY 17, 2021
 5

6 **MINUTES**
 7

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

11
 12 Absent: None.

13
 14 1. Opening Ceremonies.

15
 16 A. Pledge of allegiance to the flag.

17
 18 B. Invocation by Pastor Marjorie Dent.

19
 20 2. Additions, Deletions, Amendments, Or Changes To The Agenda.

21
 22 Interim City Manager Mercedes Miller said we have Adria McConnell Graduation
 23 Celebration, and I would like to move it to 6g; and remove 8d from the agenda.

24
 25 **ACTION:** Councilman Clay moved to add to the agenda 6g, Adria McConnell Special Event
 26 Request; and remove Item 8d, City's Emergency Warning Sirens, seconded by
 27 Councilman Taylor and motion carried. (All Voted Yes).
 28

29 3. Presentation Of Minutes Of City Council.

30
 31 A. Regular Session held May 3, 2021.

32
 33 **ACTION:** Councilman Clay moved to approve Regular Session Minutes dated May 3, 2021,
 34 with corrections, seconded by Councilman Taylor and motion carried as follows:
 35 (All Voted Yes).

36
 37 Packet Page 14, line 366 – check audio on the word “terminology”.

38
 39 B. Workshop Session held May 3, 2021.

40
 41 **ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated May 3, 2021,
 42 as presented, seconded by Councilman Gay and motion carried. (All Voted Yes).
 43

44 C. Budget Session held April 15, 2021.
 45

46 **ACTION:** Councilman Clay moved to approve Budget Session Minutes dated April 15, 2021,
 47 as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
 48

49 4. Proclamations, Resolutions, Plaques, And Announcements. None.

50
 51 5. Remarks Of Citizens.

52
 53 a. I am asking the City of College Park Council to withhold the vote regarding the
 54 scholarship monies that have been held since the last Mayors Ball. I am appalled that you
 55 would try to send this money back. It creates tax issues for some and doesn't seem well
 56 thought out. I am sure we can still give the monies out as scholarships. Please allow us
 57 more time to come up with a positive way to help the students. If necessary, set up a
 58 temporary a committee who can research and present two options that could be voted on.
 59 (Read by City Clerk).

60
 61 It appears that we often act before we look at all our options.

62
 63 Thank you.

64 Zena Rae Coleman

65 College Park, Georgia 30337
 66

67 b. Jamelle McKenzie (Speaking Virtually) said I am here on the refund money that was
 68 donated from the Mayor's Ball held on November 10. I am deeply concerned about this
 69 item. I also heard Rae Coleman just now, and I am appalled that these funds have not
 70 been used for the purpose that they were raised for in 2018. And as a result, we have had
 71 2 years of high school graduations that have passed in our city, and not 1 graduate has
 72 been given scholarship money that was raised for them. This is an investment that should
 73 have been made into the youth of our community, and they have been denied. I object
 74 to the money being returned to the donors, regardless of who they may be for several
 75 reasons. One, the need is still great in our community, and our high school seniors
 76 deserve this assistance. Secondly, the donors who gave may be inconvenienced to have
 77 to redo their taxes for 2018, or give them (2) 1099's for what they intended to have as a
 78 donation. And third, this idea within itself really makes our city look trifling. We need
 79 to use this money for our graduates. This is graduation week. Even in my program I
 80 have 3 College Park high school seniors who will graduate this month in Birthright. And
 81 there are over 300 students graduating from Banneker, McClarin, and many others from
 82 Tri-Cities that are residents of our city who could be awarded some of these funds. It's
 83 a mistake to return this money. If the City does not have the ability or conscience to
 84 make sure this investment is made into our youth, my organization would like to identify
 85 recipients for you and get it done. Whatever the case is, it has taken 3 years, and no
 86 matter how long it takes, I'm requesting the City Council to find a way to get these funds
 87 into the hands of our College Park youth. Thank you for your time.
 88

89
 90 c. Ms. Renee Daniels (Speaking Virtually) said I want to very briefly address some of the
 91 redistricting activities being engaged by Fulton County Schools, specifically the

92 redistricting of Conley Hills Elementary, Paul V. West and potentially Hapeville, and
 93 having it redistricted as K-8 schools. Although I Know K-8 promises some really great
 94 things; increase academic performance, parental involvement, lower student mobility,
 95 which I think are all great things, and putting everyone together in one school also great,
 96 if things work out the way as proposed by Fulton County Schools. One of the reasons
 97 they are signing is for decreased enrollment within the schools. And I don't know that
 98 they would really be able to achieve these things because the school district does not have
 99 an equity plan. And without an equity plan, it is difficult to promise those things, in terms
 100 of great teachers, curriculum, and textbooks, and those sorts of things. And we don't
 101 have a real advocate on the Fulton County School Board.

102
 103 So, we are depending on our local governments to step up on our behalf. And as we see
 104 those growing numbers of enrollment, we are seeing the same thing at Tri-Cities and
 105 Banneker. And if they are going to use that excuse for elementary schools, I can only
 106 imagine that they will begin to target our high schools next. So, if we are going to have
 107 affordable housing and draw people into the city, we're gonna need to have schools that
 108 everyone could attend.

109
 110 So, I'm just asking as a city and our local government that we look at this really clear
 111 and make sure our voices are heard. For example, there was a parent's meeting held and
 112 the parents were muted, and we were not able to speak. We had to be unmuted at the
 113 discretion of the person who was in control. Of course, we want to keep everything nice
 114 and civil, and we want everyone to speak in a way that is appropriate. But when you host
 115 a parent meeting and then you don't allow the parents to speak and our voices are heard,
 116 it can be very uncomfortable for us when we are trying to participate. Those are just
 117 some very brief comments I wanted to make, particularly on behalf of our elementary
 118 schools here in South Fulton, particularly when we don't have that representation of the
 119 school board. Thank you.

120
 121 Mayor Motley Broom said thank you.

- 122
 123 d. Ms. Louis Bridges (Read by City Clerk) said I appreciate your calling back Monday to
 124 tell me that City of College Park, Georgia code enforcement is "handling" the numerous
 125 code violations that exist at the Old Center and the Old Mall. While I appreciate your
 126 reaching out to me, your explanation as to how the owner of the Old Mall has been allowed
 127 to remain open despite the numerous code violations that "code enforcement is handling
 128 it" is simply not acceptable.

129
 130 As I mentioned, Code enforcement has required Old National Market, LLC and to the best
 131 of my knowledge all other businesses, to reasonably comply with all current code
 132 requirements. However, for reasons known only to the members of the City of College
 133 Park code enforcement office and its employees, the owner of the Old Mall appears to be
 134 exempt from these costly and time-consuming requirements.

135
 136 As you know, I have written four (4) letters over five (5) months and the City of College
 137 Park has done virtually nothing regarding the majority of these code violations other than

138 closing the Old Mall last December, not the Old Center, for about a week. As stated in
139 my prior letter, it appears all of the following conditions still exist:

140
141 1. **Blocked Rear Drive Lanes.** As stated in my prior letter, it has been over seven (7)
142 weeks since I notified the City of College Park that the Michigan owner (“Owner”) of the
143 Old National Village Shopping Center has allowed barricades to be placed blocking the
144 fire lanes in the rear of the Old Center. These barricades have now been up for over two
145 and half months and despite the fact that the **City of College Park has had actual**
146 **knowledge** of the existence of the barricades and the risk they could pose if there was a
147 fire and the rescue vehicles could not access the rear of the Old Center. As we discussed,
148 the blocking of the rear fire and drive lanes expressly violates the College Park, Georgia
149 Municipal Code, specifically, Section 7.20 of the Code entitled “Establishment of fire
150 lanes on private property, devoted to public use”

151
152 2. **Non-Working Parking Lot Lights.** The Old Center has been allowed to remain
153 open for almost a year and a half even through most of the parking lot lights for the entire
154 Old Center still do not work and have not worked at all during that time. **The City of**
155 **College Park has had actual knowledge of this fact since November 2019** and has not
156 required the Owner of the Old Mall to remedy this situation. This failure to provide proper
157 lighting, as with the blocking of the fire lanes, expressly violates the College Park, Georgia
158 Municipal Code. Specifically, Section 3.20(A) of the College Park Municipal Code
159 provides in relevant part that **“All parking areas, walkways, vehicle entrances and**
160 **service/loading areas shall provide area lighting sufficient to achieve a minimum of**
161 **2.4 foot candles of light as measured at grade or ground level”**

162
163 3. **Electrical Code Violation.** In the location where one of the parking lot lights had
164 fallen down and was later after several months removed, - -

165
166 City Clerk Shavala Moore said time is up for that comment.

167
168 Mayor Motley Broom said Mr. Hicks, can you keep an eye out, and if there is anyone who
169 wishes to speak and has not signed up, they may have 1 minute to do so.

170
171 Chief Information Officer Michael Hicks said we have 2, Ms. Kathleen McQueen and
172 Adria McConnell.

173
174 e. Good evening Mayor Motley-Broom and Council Members, My name is Kathleen
175 McQueen. I reside at 1965 Lyle Ave, Ward 1. (Speaking Virtually).

176
177 I am hoping you consider the innovation of containers as creative office structures. I was
178 recently told change sometimes is not a good thing. When it comes to innovation change
179 is the springboard to great things to come. Architects have created masterpieces starting
180 with the structure of shipping containers. There are amazing residential and commercial
181 designs that meld into the aesthetics of neighborhoods and business districts.

182 Mayor Motley Broom said Ms. McQueen, I apologize for interrupting you. This is
183 actually on our agenda for public hearing.

184 Ms. McQueen said okay.

185

186 Mayor Motley Broom said if you would defer and wait there, that will be great. Thank
187 you very much.

188

189 f. Adria McConnell (Speaking Virtually) said I am asking for special permission to rent and
190 reserve a pavilion at Zupp Park for May 23, 2021. My family and I will be hosting a
191 graduation party for our graduates.

192

193 Mayor Motley Broom said Ms. McConnell, this has been added to the agenda under Item
194 6g.

195

196 Ms. McConnell said okay.

197

198 Mayor Motley Broom said so just sit tight, and we will be addressing that shortly.

199

200 Mayor Motley Broom asked, does anyone else wish to speak at public comment who
201 hasn't signed up? You have 1 minute. Go ahead and click that raised hand button, if
202 you'd like to do so.

203

204 g. Mr. Gibson (Speaking Virtually) said I would like to speak about the proposed
205 development that is going on at the armor property for the containers.

206

207 Mayor Motley Broom said Mr. Gibson, let me interject. We are having a public hearing
208 on that in a few minutes. So, at that time we are happy to take comments in regard to
209 that, and you will have more than a minute to speak.

210

211 Mr. Gibson said okay, great. Thank you.

212

213 Mayor Motley Broom asked, is there anyone else that wishes to speak on any other items
214 besides things that we will be addressing in a few minutes?

215

216 There were no further comments.

217

218 6. Other Business.

219

220 A. Consideration of and action on a request from the Life Changing Ministries to hold a
221 Gospel Tent Crusade on May 24, 2021 through June 6, 2021 from 8:00 p.m. until 11:00
222 p.m. on the vacant land next to Phillips Park. Ward 4.

223

224 City Clerk Shavala Moore said they wanted to use the land next to Phillips Park to do a Gospel
225 Tent Crusade. The item was discussed at the Joint BIDA Meeting. It was voted on if we had
226 to bring it to our meeting as well to vote on it. Or, do we just kind of go with that?

227

228 Mayor Motley Broom said I believe that BIDA voted not to approve this event.

229

230 City Clerk Shavala Moore said correct.

231
232 Mayor Motley Broom said Mr. Denmark, correct me if I'm wrong, but it is BIDA's land.
233 So, if they say they can't use it for this purpose, then we don't have much to say about it.
234 Am I correct?

235
236 City Attorney Winston Denmark said yes, ma'am, you are. BIDA has voted it moot.

237
238 Mayor Motley Broom said all right.

239
240 There was no action taken.

241
242 B. Consideration of and action on a request from Aye Tea Elle to hold an Outdoor Family
243 Juneteenth event on June 19, 2021 from 1:00 p.m. until 4:30 p.m. at 3749 College Street.
244 Ward 1.

245
246 City Clerk Shavala Moore said this is another Special Event request from a new business here
247 in College Park, Aye Tea Elle. They want to have street closures, and they want to have food
248 trucks, which is the reason for the Special Event Permit. I have Scott Corbin and Jovan Diaz
249 that will be representing the request. Mr. Hicks, if you see either one of them, let them on. I
250 am open to questions.

251
252 Mayor Motley Broom asked, any questions for Ms. Moore on this event?

253
254 Councilman Clay said I got my question answered, Mayor.

255
256 Mayor Motley Broom said all right.

257
258 Councilman Clay said one more just occurred to me. Have they secured the agreement of
259 the other tenants in that area? Is everybody in agreement, or are they the sole tenant these
260 days?

261
262 City Clerk Shavala Moore said they have had a letter stating that everyone is on board for
263 the event.

264
265 Councilman Clay said the only thing I would like to see is, could we put up some
266 directional signs that say "Detour" that would take them down Harvard and across and come
267 back on Columbia, so that somebody coming down College Street doesn't just get diverted
268 out to Main Street? We have enough of a problem on Saturday afternoon with Main Street. I
269 would like it considered.

270
271 Councilman Allen said this is going to be a restaurant; is that correct?

272
273 City Clerk Shavala Moore said yes.

274
275 Councilman Allen asked, and they are going to have food trucks out there?

276 City Clerk Shavala Moore said yes.

277

278 Councilman Allen asked, are the food trucks for kids or for anybody?

279

280 City Clerk Shavala Moore said it's a family friendly event, so they are going to have one
281 situation for kids and one for the adults. There was a site plan that listed all of that.

282

283 Councilman Allen asked, is this going to be a ribbon cutting at the same time?

284

285 City Clerk Shavala Moore said this particular permit is for the Juneteenth Celebration Event.
286 So, this is the family celebration.

287

288 Councilman Clay said it's a Juneteenth block party.

289

290 Mayor Motley Broom asked, any other questions?

291

292 There were no further questions.

293

294 Mayor Motley Broom called for a motion.

295

296 **ACTION:** Councilman Clay moved to approve a request from City Clerk Shavala Moore to
297 allow Aye Tea Elle to hold an Outdoor Family Juneteenth event on June 19, 2021
298 from 1:00 p.m. until 4:30 p.m. at 3749 College Street to include street closures at
299 College/Harvard, College/Columbia and (4) food trucks, seconded by Councilman
300 Taylor and motion carried. (All Voted Yes).

301

302 C. COVID-19 Update.

303

304 Mayor Motley Broom said Dr. Baker, those numbers look pretty good.

305

306 Director of Human Resources & Risk Management Dr. Dwight Baker said we have 2
307 COVID cases in our workforce. And recently I conducted a survey. We had 74 employees
308 to respond. Out of the 400-employee workforce, 60 employees have been vaccinated with
309 both shots. We are headed in the right direction. That's all I have to report.

310

311 Mayor Motley Broom asked, any questions for Dr. Baker?

312

313 Councilman Clay said no.

314

315 D. Discussion and update on top ten delinquent property taxpayers.

316

317 Mayor Motley Broom asked, any questions?

318

319 There were no questions.

320

321 E. Discussion and update on top ten delinquent utility customers accounts.

322 There were no questions.

323

324 F. College Park Utility Assistance Grant Program Update.

325

326 Mayor Motley Broom said there is an increase in getting it out to the people who need it.

327

328 Director of Finance & Accounting Althea Philord-Bradley said to date, since we opened up
329 the second phase, we have received 24 collectively. We closed it on Friday. So, we are
330 asking the residents to please get your application in. We are in communication with the
331 county to see if we can open it up a little more for our senior citizens on how we can get
332 those funds to them as well.

333

334 Director of Finance & Accounting Althea Philord-Bradley said at this time they are
335 requesting that we receive another \$100,000.00, but if they don't open up the application
336 process, we don't see how we can distribute those funds with the residents not applying as
337 we would hope they would. So, we are asking everyone to get your applications in so we
338 can review them and get you some money.

339

340 Mayor Motley Broom asked, would there be an opportunity perhaps to let people know
341 some time this week via Code Red, that this is the last week?

342

343 Director of Finance & Accounting Althea Philord-Bradley said we will have to open up
344 Phase 3. We have about \$200,000.00 still remaining, and they are requesting that we take
345 an additional \$100,000.00. So, we will be opening up a third phase. We will create flyers
346 and inserts so that they can receive that information.

347

348 Mayor Motley Broom said at our last Fulton County Mayor's meeting, the county is
349 experiencing some of the same difficulties that we have had. And I let them know I wasn't
350 particularly surprised given how things have rolled out for us. I asked them that if they find
351 ways to streamline the program to communicate that to us as well. So, it's not just us.

352

353 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley?

354

355 There were no questions.

356

357 G. Adria McConnell Special Event Request.

358

359 City Clerk Shavala Moore said this is another special event request to have food trucks over
360 at Zupp Park on Sunday, May 23, 2021 for a graduation celebration. This request was
361 received last week. The applicant did not realize that she needed to submit a request for
362 food trucks and had previously secured the food trucks to be at Zupp Park. So, this is the
363 reason it has been added on to the agenda in the time frame. The applicant is available for
364 any questions.

365

366 Mayor Motley Broom asked, how many food trucks Ms. McConnell?

367

368 Ms. McConnell said a total of 3 food trucks.

369

370 Mayor Motley Broom asked, how many people are you expecting at this event?

371

372 Ms. McConnell said between 50 and 75 people. It is a family-style event. We are hosting a
373 graduation party for all of the graduates in our family, ranging from kindergarten to college.
374 We decided to do the food trucks in light of COVID-19 and have family walk up to get the
375 food from the food trucks.

376

377 Councilman Allen asked, what is the time frame?

378

379 Ms. McConnell said we will start setting up at the 12:00 p.m. hour. The party will start at
380 2:00 and conclude by 8:00 p.m. The food trucks' hours are from 4:00 p.m. to 6:00 p.m.

381

382 Mayor Motley Broom said you are talking 2 hours for the food trucks. Any questions for
383 Ms. McConnell?

384

385 Councilman Clay said I don't remember in our current ordinance what the assembly limit is
386 for an event in the park without some sort of city supervision involved. Does anybody
387 know that?

388

389 Ms. McConnell said I talked to the Recreation Department, and they told me that a Park
390 Ranger would be included for the pavilion rental. So, I'm not sure if that answers your
391 question.

392

393 Councilman Clay said I'm not worried about your event, but what I am worried about is
394 consistency with other people that want to have events.

395

396 Interim City Manager Mercedes Miller said Michelle Johnson is on the line to answer your
397 question.

398

399 Director of Recreation & Cultural Arts Michelle Johnson said it is for residents only. When
400 we do reservations, we don't put a maximum on it. We ask how many people they are going
401 to have there. Up to 10 people per common area for an event is considered public park for
402 recreation grounds and is part of the ordinance. But anything that is going to be advertised
403 or put out to the public would be where it would need to go in front of Mayor & Council.
404 So, people do reserve the parks for the pavilions.

405

406 Councilman Clay said I just wanted to make sure that we are meeting our own guidelines,
407 otherwise we will get ourselves in trouble later on.

408

409 Director of Recreation & Cultural Arts Michelle Johnson said yes, sir.

410

411 Mayor Motley Broom said congratulations Ms. McConnell to everyone in your family.

412

413 Ms. McConnell said I appreciate it. Thank you.

414 **ACTION:** Councilman Allen moved to approve a request from City Clerk Shavala Moore to
 415 allow Adria McConnell to hold a family graduation celebration at Zupp Park on May
 416 23, 2021 from 12:00 p.m. to 8:00 p.m. to include three (3) food trucks, seconded by

417
 418 Councilman Clay and motion carried. (All Voted Yes).

419
 420 7. Public Hearings.

421
 422 A. Public Hearing to receive comments on the proposed Fiscal Year 2021-2022 Budget. This
 423 is the first of two public hearings scheduled to receive public comments. The second will
 424 be held on June 7, 2021.

425
 426 Director of Finance & Accounting Althea Philord-Bradley said I have one correction on the
 427 agenda memo. Under background, the General Fund's Budget is \$32,473,296.00. And the
 428 remaining funds equate to \$100,112,182.00. On the memo I have \$110 million. The
 429 resolution is correct.

430
 431 Mayor Motley Broom said thank you very much.

432
 433 Director of Finance & Accounting Althea Philord-Bradley said you're welcome.

434
 435 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
 436 or against the proposed Fiscal Year 2021-2022 Budget.

437
 438 Mayor Motley Broom asked City Clerk to explain how the public can log in to speak on
 439 the budget.

440
 441 City Clerk Shavala Moore complied.

442
 443 Mayor Motley Broom declared the public hearing open.

444
 445 There were no comments from the public.

446
 447 Mayor Motley Broom declared the public hearing closed.

448
 449 B. Public Hearing to consider a request for a Conditional Use Permit at 1930 Harvard Avenue.
 450 Ward 2.

451
 452 City Planner Michelle Alexander said the sub-parcel is 1930 Harvard Avenue. The
 453 applicant has an existing business on the property, a co-working space. The petition for the
 454 conditional use is to use container buildings to expand their business further. The reason it
 455 comes to you as a conditional use is the Zoning Code specifies architectural standards and
 456 materials, but it is silent on this matter. And as a matter of policy then, City Planner
 457 presented to you some findings of fact, so that your policy decision would be made based on
 458 your own judgment of it, since we don't have guidance within the Code. So, hence the need
 459 for a conditional use permit to come before you.

460 City Planner Michelle Alexander said I have 1 amendment to the report, and I apologize. If
461 you do consider approval, we did prepare some conditions that you may wish to impose on
462 the applicant. The amendment is as follows:

- 463
464 1. Missing the word “Not”And additional buildings are NOT added
465 without prior approval.

466
467 City Planner Michelle Alexander said so, we are recommending no new buildings would be
468 allowed, unless they came back before you.

469
470 Mayor Motley Broom asked, any questions for Ms. Alexander before we hear from the
471 representatives?

472
473 Mr. Dearolph asked about the time he has to present.

474
475 Mayor Motley Broom said we are not time limited. If there is anything you would like to
476 add to help us learn a little bit more about it.

477
478 Mr. Dearolph said we have worked pretty extensively with Michelle and Nikki, and we have
479 met with as many Council people as we could and different residents and members. We try
480 to get as much feedback as we have. We studied this Code pretty extensively, and it was
481 silent. We wanted to make sure we got everyone on board.

482
483 Mr. Dearolph said co-working is a combination of private and communal offices and
484 workspaces. It allows people to work in a communal environment or your own private office.
485 We cover utilities, internet, coffee and refreshments, and snacks. It allows you flexibility
486 for a short-term or long-term stay. It's a cross-section of office space and services that
487 really isn't met by large scale office buildings, or some of the smaller spaces we have.
488 There has been a lot of demand for this product. Mr. Preston Brown has joined our team,
489 and he manages Revival.

490
491 Mr. Dearolph said as you know, on many fronts there has been a rise in construction costs
492 due to COVID that is already inherent in the construction process. We took it off the table,
493 until we came across this type of construction process, modular construction using shipping
494 containers or shipping container-like buildings. They are a steel frame. They are
495 prefabricated, so there is an efficiency both in cost and time. And not just efficiency, but
496 you get a certainty of timing that you don't get with a normal construction process.

497
498 Mr. Dearolph said this particular construction methodology reduces that risk and it got us to
499 say, hey, this could be an option. Aesthetically, we are trying to blend some of the
500 traditional and a modern steel glass building look. So, I think you have in your materials
501 some of the conceptual renderings that we're looking at where it will have an extension
502 around the back part of the property with a courtyard.

503
504 Mr. Dearolph said we thank you for your consideration and hope for a positive vote so we
505 can get going.

506 Mayor Motley Broom asked, any questions from Council?
507

508 Councilman Allen said there are several drawings in the packet that we got. I just didn't
509 know if you were going to have windows in here at all.
510

511 Mr. Dearolph said yes. I think our architect is on, and he can speak to some of the designs.
512 There are a couple different options we are looking at. Some of the spaces where there is
513 going to be more smaller offices, they will have a door, and the door will be glass. It is a 2-
514 panel door. And on some of those you may have almost the entire box, 4 or 5 doors, and
515 then there will be some design elements that we have not been able to flush out.
516

517 Councilman Allen asked, what about if there is a fire on the inside? Are there going to be
518 sprinkler systems? Is there a requirement for sprinkler systems?
519

520 Mr. Dearolph said I don't know. Tony is our architect, and he might better be able to
521 answer that one.
522

523 Mr. Tony Pope, Architect for the project, said due to the scale of this project, sprinklers are
524 not required, but each of the offices have a direct connection to the outdoors. And we have
525 also created a pathway in case of evacuation where we can move people out of the campus
526 and out of the courtyard down to Victoria.
527

528 Councilman Allen asked, is that going to be the door to the direct entrance, no other?
529

530 Mr. Pope said correct.
531

532 Councilman Allen asked, what about ventilation, air-conditioning, heating in the wintertime?
533 How is that going to be?
534

535 Mr. Pope said the structure of the walls are all insulated, somewhat like traditional
536 construction. When you are thinking about this, eliminate the container idea. It's just an
537 office, well insulated. We have put some additional insulation on the roof to assist with
538 noise absorption from the noise of the airplanes. We have a mechanical system and HVAC
539 that will provide heating and air to each of the suites, along with the beautification.
540

541 Councilman Allen asked, will all the doors be glass?
542

543 Mr. Pope said yes.
544

545 Councilman Allen said that's all the questions I had.
546

547 Councilman Clay said you have seen my questions, and we had a Zoom meeting last week.
548 One of my biggest concerns was aircraft noise. And as I shared with the Mayor & Council,
549 and Jacob hopefully you shared it with JoJo and Tony. The analysis that I did on Sunday and
550 went out and made measurements with my equipment on the overhead flights departing for
551 about an hour and 15 minutes. And originally, I had thought that we probably should

552 ask for you guys to have really good sound insulation. But since you don't have a sleep
553 requirement, you can't live there. It's illegal in that area anyhow. I think you need adequate
554 noise insulation, at least probably not 35 dB but along the order of 25 to 30 dB. I don't
555 know whether we can make that part of the requirement, but that would be my advice. And I
556 suggest you contact a real certified acoustical engineer. That is one issue.

557
558 Councilman Clay said ventilation is a big concern for me. You said you would have heating
559 and air, but the split units that you are using in that have a cooling coil that you mount on the
560 wall and you drill holes in there for both the liquid and the gaseous Freon to the air-
561 conditioning unit. But there is no actual ventilation fan that draws air in from the outside; is
562 that correct?

563
564 Mr. Pope said no. We are going to use a different type of cassette system, so there will be
565 a ceiling mounted, roof mounted smaller unit that will then duct. We are going to use a system
566 that is going to be ducted air to each of the suites.

567
568 Councilman Clay said okay. So, you changed that.

569
570 Mr. Pope said we had to look at price because each box has 5 suites. It is more cost
571 effective to use a larger system. They make a new product that is ducted and will actually
572 introduce fresh air. We took your advice. We are changing that direction.

573
574 Councilman Clay said I don't know where we crossover the boundary. I need help from
575 staff on this, between building inspection requirements and planning requirements. But I
576 would think that a construction with no ventilation, which is the way it was originally, and
577 the way I think the office that you showed me was on video, with no ventilation, except
578 through that one door. Maybe we allow it now, but I question whether we should allow that
579 as a building code going forward.

580
581 Councilman Clay said the other issue is that the drawings that we are going by for
582 appearance and that match with the Planning Commission requirements that the City
583 Planner laid out a few minutes ago, those are your drawings, the computer-generated
584 drawings that you have in white and say Revival on the side. You also have in our packet a
585 brochure that is beautiful. The redwood trellis structure outside, the giant glass windows in
586 the side of the containers, although I question how that will go along with aircraft noise,
587 they have a vastly different look than a U-shaped configuration of 20-foot containers
588 arranged with some cladding on them.

589
590 Councilman Clay said so, I'm a little concerned about appearance, and I'm a little concerned
591 about setting a building standard that could make these available on a large basis. In other
592 words, not just you, but your neighbor, their neighbor, and what have you. I'm concerned
593 from a planning look of having a whole city block perhaps of container structures. Even
594 though it has nice cladding on it, it could look like a double-wide trailer park kind of
595 configuration.

596

597 Councilman Clay said I supported containers in the past. And I agree with the comments
598 made earlier in the meeting, that containers can be very innovative, the structure, and you
599 show in your brochure with the glass panels. So, as a basic form of construction, they can
600 be made, I think, very acceptable. I'm a little dubious about replicating too many
601 installations with the kind of configuration you're talking about, even though the outside of
602 the buildings are made to look much better.

603
604 Councilman Clay said but as far as the airplane noise that I was so worried about, I think
605 you may have issues with vibration, but I can't attest to that. I think if you do a good job of
606 insulation for heat, and the building is relatively well sealed, I think you will achieve at least
607 20 dB on the building structure. And if you can up it a little bit, my advice, that is where I
608 am on it.

609
610 Mr. Dearolph said thank you Ambrose. On the sound, the research that we did, the materials
611 are going to get us there. We agree that we have to solve for that. We have a market of
612 people that want to come and work there. On the look, I did notice that Michelle's
613 recommendation that she put forward would have a landscape plan review process. So, I
614 think you are right. Part of what we are dealing with is the consequence of time and to get
615 the materials in. And we were feeling an urgency because of the construction costs. Our
616 goal was to get through this process as quickly as possible, while also trying to do the best
617 that we could. I don't think we can incorporate the entire design process, and therefore, in
618 that conceptual planning the renderings and stuff. Even after the submission, Tony was able
619 to do a couple of things to make the look and feel better.

620
621 Mr. Dearolph said the second part is the recommendation that Michelle spent forward will
622 solve for some of the landscaping, the look and the feel that you are talking about. We don't
623 want to see a bad product down the road, and we don't want to be the people that cause that.

624
625 Mr. Dearolph said and the third thing, the way this is set up, this is not opening the door to
626 anything technically because it is like a single use that we are putting in for. I will let
627 Michelle speak to the technicality of that.

628
629 Mayor Motley Broom asked, are there any other members of Council that have any other
630 questions?

631
632 Councilman Allen said you mentioned 5 units to a container.

633
634 Mr. Dearolph said yes.

635
636 Councilman Allen said and the containers were 20 foot. What are the sizes of the offices?

637
638 Mr. Dearolph said these are 40-foot containers. Two containers have 5 suites. One
639 container will have 4 suites.

640
641 Councilman Clay said so an 8 X 10 in the 5 suites.

642

643 Mr. Pope said correct.

644
645 Mr. Pope said the ventilation system, the original ventilation system that we had proposed
646 with the micro splits, that system is a compliant system with the IBC Code. It is compliant
647 for air exchanges, heating, and air. Now, we use that system in our container park over in
648 Atlanta, and it has been used in container buildings across the country. We have changed
649 the model and the approach to the HVAC System so we could address the humidification.
650 But we have always been planning on providing adequate comfort, in terms of heat and air.

651
652 Councilman Clay said Tony, you never had the ability to draw air in through the wall of the
653 buildings behind the cooling unit, did you?

654
655 Mr. Pope said the air circulates when you open the door, other than that it is filtered air.

656
657 Councilman Clay said right. Thank you.

658
659 Mayor Motley Broom asked, any questions from Council?

660
661 There were no further questions from Council.

662
663 Mayor Motley Broom declared the public hearing open.

664
665 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
666 or against the request for a Conditional Use Permit at 1930 Harvard Avenue.

667
668 City Clerk Shavala Moore said I received several comments via email regarding this specific
669 item.

670
671 Mayor Motley Broom said if you wish to speak on this issue, go ahead and hit the raised
672 hand button. Mr. Gibson, I saw you first, sir, so go right ahead.

673
674 Mr. Gibson (Speaking Virtually) said thank you for letting me jump on. I am a member of
675 the existing space that is there and have been there for about a year now as a member. It's a
676 great space. As far as airport noise, I have not heard any disturbance of noise from the
677 structure that is there today. I think it would be a great place. It is at capacity every day, so
678 there is a lot of draw for the space. It's a great place for people to come that are from
679 College Park and people who are outside of College Park to come in and get to experience
680 our city. I'm in support of it. I just wanted to make my comments known publicly.

681
682 Ms. Cassandra Silverman (Speaking Virtually) said I am also a member here at Revival. I
683 do not have my own office, but they have an open common area where you can work. I'm a
684 student, as well as a paralegal part time, and because of COVID our school's library and the
685 building shut down, so I could no longer go inside to study. So, I'm really hoping you
686 guys approve the addition because I would like to have my own office. And I have some
687 colleagues who are interested who are business owners who had to shut down and leave
688 their business because of the pandemic. I feel like this place is just a perfect environment

689 for business owners to get back on their feet so they can get back out in the market. It
690 has been very helpful. It is a very peaceful environment. I can come here and have coffee.
691 A lot of people are here throughout the week. I don't have any issues with the sound either.
692 Thank you for the opportunity.
693

694 Mr. Brayden Danes (Speaking Virtually) said hello. My name is Brayden Danes. I am
695 actually a tenant at Revival Co-working Space. And like many of the tenants there, my
696 experience has been nothing but amazing. And just me being a small business owner, I have
697 2 office suites there for my brokerage. And from my experience, me trying to find a space
698 that was suitable, affordable, as well as essential for small businesses because of what
699 happened with COVID, not allowing my agents to work in different areas, I found that space
700 very resourceful giving me the opportunity to meet, as well as allowing some of my
701 partners to come and do like Motherhood Events and stuff like that. It allows us to utilize that
702 space because we use it as our office. It brings an opportunity for others to have an affordable
703 workplace and get the message out. I just think it will really help, especially with the outdoor
704 space. The outdoor space was a big part for me joining Revival. I am for the project. I don't
705 live in College Park, I live in Hapeville, but I think this is a great opportunity, and those types
706 of structures are coming into the future. Thanks.
707

708 Mayor Motley Broom asked, does anyone else wish to speak?
709

710 Ms. Wright, (Speaking Virtually) said I am also a Revival member, and I cannot say enough
711 good things about it. It is a great space to utilize. It's a great resource. The owners have
712 been amazing. They assist us with all of our needs. They are a part of the community, and
713 they help small businesses grow. I am onboard, and I hope they are approved for the
714 expansion as well. That's all I have.
715

716 Mayor Motley Broom said thank you. Does anyone else wish to speak on this issue?
717

718 City Clerk Shavala Moore read into the record the below comments.
719

720 I have lived in College Park for over 7 years now, a homeowner in Ward 4 for 3 1/2 of those
721 years. During my time here, I have been very pleased to see how the community continues to
722 expand and develop! One of the commercial properties I'm most recently excited about is the
723 new Revival Co-working space. Having a place like this so close to home is a huge benefit to
724 someone, like myself, who even before COVID, worked remote. I love the ability to have an
725 option that doesn't require me to drive all the way to midtown just to find a wonderful,
726 aesthetically pleasing, peaceful location, outside my home, to work. I have used this
727 wonderful location several times and am never disappointed. When I need quiet, this is
728 perfect. When I need a conference room, I don't need to look far. When I want just a different
729 scenery, 10mins (or less), there is Revival. This has been such a great addition to our
730 wonderful College Park community. I have caught wind that they are looking to expand,
731 which has me excited! The potential of a courtyard with container offices is something that
732 would add such uniqueness to an already unique area! Knowing the work I have seen these
733 gentlemen do, gives me full confidence that it will be nothing short of amazing! I can totally
734 see this being, "another place to visit" when you are in Atlanta/College Park and I can't wait!
735

736 Best,
737
738 Jennifer Duncanson
739 Ward 4
740

741 To whom it may concern, Personally, as a part-time resident in both Metro Atlanta, GA and
742 Metro Denver, CO, I would like to see more innovative construction methods employed in
743 the Atlanta area. My understanding is there is an opportunity for a development using Conex
744 shipping containers as the framework, and I'd like to show my support. My company's
745 primary focus is engineering and building steel structures. We have built multi-story
746 structures out of used shipping containers and have had nothing but positive experiences with
747 them. I have neither had nor heard of issues with vibrations or acoustics that would be inherent
748 to these types of structures. If you have any questions, please feel free to contact me any time.
749 Thank you, Ben Brown.
750

751 Bo Causey. Subject: Using containers for small businesses. I am in favor of the use of
752 containers for business use and think this could be a smart use of land and create business
753 opportunities. Sent from my iPhone.
754

755 Good evening Mayor Motley-Broom and Council Members, My name is Kathleen McQueen.
756 I reside at 1965 Lyle Ave, Ward 1.
757

758 I am hoping you consider the innovation of containers as creative office structures. I was
759 recently told change sometimes is not a good thing. When it comes to innovation change is
760 the springboard to great things to come. Architects have created masterpieces starting with
761 the structure of shipping containers. There are amazing residential and commercial designs
762 that meld into the aesthetics of neighborhoods and business districts. In Buckhead DaVinci
763 Doughnuts located in the southwest corner of the parking lot has a cool design that has an
764 outdoor sitting area; nothing about it tells you it was a shipping container. I think of the Mayor
765 and Council as a melting pot of minds that should blend together to see a great vision for the
766 city. We have a legal mind, agricultural expertise, scientific vision, corporate mind, and a
767 people motivator on our board. College Park should be a leader in innovative thinking; let's
768 make this a city where creative ideas are welcomed.
769

770 Kind regards,
771 Kathleen McQueen
772

773 Madame Mayor, Council, and Artie,
774

775 Hope all of you and your loved ones are healthy and well! I know you're headed into a
776 meeting shortly to discuss/approve Revival Property's variance on building materials for their
777 expansion of their co-working space on their property at 1930 Harvard. I just wanted to give
778 you some feedback/my opinion as a local Broker and one of the tenants in the Revival
779 Building.
780

781 I spent a year at The Forum before coming to the Revival Building. I had some rather severe
782 Landlord difficulties as a tenant at The Forum - my office never had heat or AC and the
783 Owner/Landlord refused to fix it, allow a space heater, or accommodate my request for
784 reasonable accommodation as a Disabled Veteran to find a fix myself. There were multiple
785 breaches of Landlord-Tenant law that happened there, I just chose to leave and not renew my
786 lease rather than pursue them. That's how I ended up in the Revival Building on Harvard, I
787 was looking for a new home for my College Park office as a local small business owner.
788

789 My firm is in Buckhead, but I do a lot of hyperlocal business down here near where I live in
790 The Links and keep my own office close to home. There are a lot of entrepreneurs and small
791 business owners in our City that, like me, don't want or need large/expensive Class A Office
792 space or expensive frontage along Main Street. This is evidenced by how quickly spaces like
793 The Forum and Revival's private offices are rented and how long the wait list is for such
794 space. I am working diligently on addressing the need for smaller, more affordable spaces in
795 College Park for both business owners like me and homeowners that need homes that they
796 can afford to own but that aren't cheaply built like my DR Horton house. So are Jacob and
797 JoJo and Preston at Revival. In them, I have definitely found kindred spirits. Jacob has lived
798 in College Park since 2005 and done a lot of real estate business around here.
799

800 Not just that, I want you to know that they have my complete endorsement as to HOW they
801 do business in our City. They have been a dream come true as a Landlord, making sure my
802 office and the Revival Building are always perfectly cared for. From clean facilities (and
803 heat!) to a fully stocked coffee bar and conference room with top-tier AV capabilities, I have
804 everything I need to both get out of the house to get some work done (key these days with so
805 many people at home LOL) and to host clients in a space I'm proud to call my office. I
806 couldn't do that when my office was 52 degrees in the middle of Winter.
807

808 I know Revival is looking to use prefabricated modular buildings made of steel and glass to
809 create an extended courtyard and more offices behind the current building on the land they
810 own. I wholeheartedly support the expansion. I've actually been doing a lot of research into
811 modular housing (pre-built in a factory and then brought on site in just a few large
812 pieces). With the prices of lumber up over 200% (kind of like gas is right now), stick built
813 properties like this cost more than makes sense from a development perspective. Modular
814 buildings, believe it or not, also are of a much higher Quality Control standard than buildings
815 built on site. Most of you know what I am going through with my DR Horton house that was
816 built 2.5" crooked, had to be reconstructed, and that I'm still trying to get DR Horton to fix
817 the ripple effects of all their substandard work. With modular buildings, we don't get any of
818 that because they have to meet strict manufacturing standards for quality and uniformity
819 before they are allowed off the assembly line. They are also much more affordable. I am
820 planning to use modular housing as a way to bring workforce housing people can afford to
821 own to our City here in College Park.
822

823 Some of these steel and glass buildings can look very metallic and brightly colored/modern,
824 or be bare bones metal without much insulation or climate control. But others can be like a
825 fully built and insulated tiny home but instead built out inside to be an office, coffee shop,
826 any number of configurations. Jacob tells me they plan to build the latter, and I have been

827 very impressed with what they did at the Revival Building. I never hear airplanes or noise
 828 from outside except for the recycling trucks that come to empty the dumpsters outside my
 829 office window. My climate control is AMAZING, unlike what I endured at The Forum in
 830 that old building whose HVAC system on the other side of the building never got any heated
 831 or cooled air into my office.

832
 833 I have no doubt Jacob, JoJo, and Preston will do just a wonderful a job with their expansion,
 834 and they have my complete endorsement as to how they do business with great integrity and
 835 expertise.

836
 837 Thanks in advance for considering and approving their expansion, and working out a solution
 838 for any climate/insulation needs the metal/glass buildings need. I look forward to continuing
 839 my work to help all our business owners and residents have real estate to call home as I get
 840 my work handled from my cozy office at Revival. ☺ (Smiley Face).

841
 842 **Alisha Houston**, Associate Broker

843
 844 City Clerk Shavala Moore said that's it.

845
 846 Mayor Motley Broom asked, does anyone else wish to speak during this public hearing?

847
 848 There were no further comments.

849
 850 Mayor Motley Broom declared the public hearing closed.

851
 852 Mayor Motley Broom called for a motion.

853
 854 Councilman Clay said I will move to approve, but that requires that the plan comes back for
 855 review; is that correct?

856
 857 City Planner Michelle Alexander said the plan would not come back before Council. This is
 858 a conditional use permit.

859
 860 Councilman Clay said it would come back for a review with you, wouldn't it?

861
 862 City Planner Michelle Alexander said correct, and for building permitting and compliance
 863 for the zoning conditions.

864
 865 Councilman Clay said okay.

866
 867 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle Alexander
 868 for a Conditional Use Permit at 1930 Harvard Avenue, subject to the conditions in
 869 the resolution by City Planner, seconded by Councilman Taylor and motion carried.
 870 (All Voted Yes). The conditions are as follows:

871

- 872 1. The approval of CUP is conditioned to the submitted site plan in which
 873 the buildings are constructed to the rear of the main structure and
 874 additional buildings are not added without prior approval of an
 875 amendment to this conditional use permit by Mayor & Council.
 876 2. The buildings with facades facing Victoria Street as well as the facades
 877 to the rear of the property must be clad in stucco, fiber cement siding,
 878 or similar alternative to be approved by the City Planner.
 879 3. The applicant must add a sidewalk of at least five (5) feet in width from
 880 Harvard Avenue along Victoria Street for the length of the property.
 881 4. The applicant must include a bike rack on the property in accordance
 882 with TOD design standards.
 883 5. The applicant must provide a landscape plan for the property in
 884 accordance with the TOD district to be approved by City Engineer.
 885

886 8. Bid, Change Order Requests And Contracts.

- 887
 888 A. Presentation on the scope of work by Peachtree Government Relations (PGR) for the
 889 2021 Georgia Legislative Session and consideration of the renewal of a Legislative
 890 Representation Agreement between the City of College Park and PGR.
 891

892 Mayor Motley Broom said good evening Mr. Myers and Mr. Bolia.

893
 894 Mr. Bolia said thank you so much for the opportunity to be here this evening. From my
 895 team we have Peachtree Relations as well as our partner Ohio River South. We have an
 896 exciting report to give you. We will be very brief. I know you have had a long evening. If
 897 Mr. Myers could run the power point, we will be glad to quickly run through it and let you
 898 all get back to your meeting.
 899

900 Mr. Bolia discussed HB 160. I want to give special thanks to Mayor Motley Broom for all
 901 of her hard work. She spent a lot of time down at the Capitol getting people to join and
 902 making sure the governor signed it. It was quite an arduous process, and we have been
 903 working on it for 3 plus years, and for you all 5 to 6 years. Thank you, Jackson Myers, too.
 904

905 Mr. Bolia said HB 160 was passed on a bi-partisan basis, almost unanimous in the House,
 906 with a strong majority in the Senate. It was signed on May 10, 2021 by Governor Kemp.
 907 This Bill deals with wastewater systems that interconnects with other city wastewater
 908 systems that has a water flow of more than 85 million gallons per day to levy a sales tax per
 909 a referendum by the voters in that city.
 910

911 Mr. Bolia discussed on the next slide HB 273. This allows you to have a distiller in your
 912 city. And they can distill the whiskey or what other alcohol they want to make, and they can
 913 sell and give away those products on premise. A lot of cities are interested in this because it
 914 allows them to create a unique experience in their downtown area.
 915

916 Mr. Bolia said the next Bill is Senate Bill 49. I will let Laura Norton who is on the line
 917 explain this Bill. Maybe she jumped off.

918 Mr. Bolia said this Bill codifies plan review for building permits. Prior to this, there was an
919 opportunity for those who were having issues getting permits through cities and counties.
920 During the pandemic, the governor allowed those developers to go directly to the third party
921 and not wait the prescribed time. In talking to ACC and GMA, the cities and counties
922 actually like this because they still get half the fee, and they didn't have to do any of the
923 work. And most of the work was done in a timely manner. I think that helped greatly.
924

925 Mr. Bolia I am going to ask Howard to talk about these next things. We see these as the big
926 issues coming up and something you may want to take a look at.
927

928 Mr. Howard Franklin said after we gaveled out on March 31, 2021, it has been focused on
929 reapportionment or redistricting. And that is the process by which, after a completed count
930 by the Census we redraw all the lines across the entire state and country to level set for
931 equity in terms of populations. Georgia had just over a million new residents over the last
932 10 years. So, not quite enough to gain a Congressional Seat or to change our standing in the
933 Electoral College, but certainly enough to add thousands of voters in districts across the
934 entire state. We will have a special reapportionment session in late September, early
935 October. The delay may be due to problems with the Census numbers that are still
936 forthcoming. The financial status of Georgia is still strong. I will kick it back to Don.
937

938 Mr. Bolia discussed budget priorities. Cities and counties across Georgia have experienced
939 a better than expected budget process. The revenues were far greater than they were
940 anticipating. The additional dollars you received from the CARES Act (1.0 and 2.0) and the
941 American Rescue Act helped a lot of cities and counties.
942

943 Mr. Bolia said we expect on a federal level that the Infrastructure Bill, which could be
944 anywhere from \$2 to \$4 trillion, could put you all in a very good opportunity to bring down
945 even more dollars for various projects. All that gives a pretty rosy picture with regard to
946 budget priorities and budgets for opportunities that are coming out there.
947

948 Mr. Bolia said the last thing I would say is: If you are going to attend the GMA
949 Conference, that Old River South and PGR will be attending the conference, and hopefully
950 we will have a chance to host you while you are down there. Mr. Franklin will discuss
951 upcoming elections and retirements.
952

953 Mr. Franklin said this is tied to some degree to reapportionment, but also to highly
954 competitive Constitutional Offices for reasons that will be on the ballot for next year. We
955 have a number of members in the General Assembly that have decided that they are not
956 seeking re-election or decided to seek a higher office, which also opens that seat. Each of
957 these members on the slide will serve out their term, so that means they will still be in a
958 position to vote on legislation in the 2022 session. And they may run for higher offices in
959 the May elections, the primary elections immediately following the end of the General
960 Assembly. We will keep you abreast as the changes in the General Assembly take place.
961

962 Mr. Bolia said officially Lieutenant Governor Jeff Duncan announced that he would not
 963 seek re-election but would serve out his term which ends in January 2023. Butch Miller has
 964 already filed paperwork to run for that office. That is the last slide.

965
 966 Mr. Bolia said here on this next slide is our entire PGR Team. You have our emails as well
 967 as our cell phones. And we will be glad to take any questions.

968
 969 Mayor Motley Broom said thank you for your efforts in the priorities that College Park has.
 970 There has been a lot of work and heavy lifting on your end, and we certainly are grateful for
 971 that. We are losing 2 representatives off of that list. I'm sure that list will get longer as time
 972 goes on and people seek additional opportunities.

973
 974 Mayor Motley Broom asked, any questions for Mr. Bolia or Mr. Franklin?

975
 976 There were no questions.

977
 978 Mayor Motley Broom said we have an agreement to review on this.

979
 980 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure and
 981 Development Jackson Myers on the renewal of a Legislative Representation
 982 Agreement between the City of College Park and PGR, seconded by Councilman
 983 Allen and motion carried. (All Voted Yes).

984
 985 B. Consideration of and action on a request for approval of an agreement between
 986 Automatic Data Processing (ADP) and the City of College Park for payroll processing
 987 services.

988
 989 Mayor Motley Broom said we had to cut the conversation a little bit short in workshop. So,
 990 if there are additional questions for the ADP representative, now would be a great time to go
 991 ahead.

992
 993 Councilman Clay said I have a couple more questions. One of these I think is for Dr. Baker.
 994 But in year 4, we see a significant increase from year 2 to year 3. And if all things were
 995 equal, in other words, if year 4 was this year and we had no introductory offer to ADP,
 996 what would our cost be this year? Well, the answer to that question is immediately
 997 everything will change. You will have a different number of employees, different inflation,
 998 et cetera, et cetera. So, to take all of that out, and just compare apples with apples. If this
 999 were year one, and nothing had changed, what would our rate be?

1000
 1001 Mr. Dixon said the annualized rate that you guys saw on the proposal, which is around
 1002 \$59,000.00 per year, that is the annualized rate. And that per employee per rate will
 1003 continue forward. The most that you will ever see in an annualized rate increase with ADP
 1004 is under 3 percent. But we average between 1 and 2 percent based on information from our
 1005 CEO in order to not overcharge our clients. But the 13 percent increase is to that
 1006 \$59,000.00. So, for the first 2 years, we offer an additional promotion that applies to months
 1007 7 and 8, so you would not receive an invoice for months 7 and 8 for the first year and the

1008 second year. Saving that additional 13 percent for years 1 and 2, just to help the upfront cost
1009 of implementation and understanding that a lot of our clients have to budget for a new
1010 investment. The average for annualized increases is between 4 and 5 percent, but we
1011 haven't had a 3 percent increase for any of our over 800,000 clients for over 4 years.
1012

1013 Councilman Clay said good. That puts that worry to bed.
1014

1015 Councilman Clay said the other question I have is partly for Dr. Baker and you as well, and
1016 that is: We are going to have to train staff. There are going to be a fair amount of questions
1017 anticipating some possible integration problems. We are going to need customer support. I
1018 skimmed the agreement. I could have missed it in there, but are there any performance
1019 standards for customer support? In other words, we call up, we have a problem, something
1020 is not working, how much is guaranteed? What is the response time that is guaranteed? An
1021 hour? A day? Two days? What are we talking about? And is that in the contract? And is
1022 it enforceable in the contract?
1023

1024 Mr. Dixon said No. 1, we call it a service agreement. It is not a binding contract. We have
1025 to prove ourselves from payroll to payroll. And you can leave at any point with a 60-day
1026 notice without cause and 30 days with cause, and that is built into the contract. Within the
1027 service model that we presented to you all, we have a dedicated account manager that is
1028 specific to your account. Ted Smith and I from the sales team provide everybody in that
1029 welcome call our cell phones. We are always here to support our clients. Having said that,
1030 we ensure from a call wait time period, you would not wait days for a response. First calls
1031 are resolved 85 percent on the first call. Any time there needs research involved; we have a
1032 24 to 36 hour wait period. In most cases, it is not needed.
1033

1034 Councilman Clay asked Dr. Baker and Mr. Hicks, are you comfortable not having any
1035 specific response times in the contract?
1036

1037 Chief Information Officer Michael Hicks asked Mr. Dixon, in the event that we do have an
1038 extended problem, I could easily break the API and we perform payroll in-house, correct?
1039

1040 Mr. Dixon said absolutely. We would not want you to.
1041

1042 Mayor Motley Broom asked, any other questions for Mr. Dixon?
1043

1044 Councilman Clay asked, is Dr. Baker okay with it?
1045

1046 Chief Information Officer Michael Hicks said Dr. Baker is trying to get on the call.
1047

1048 Mayor Motley Broom asked Mr. Dixon, what does it look like for our employees in
1049 becoming familiar with the system and making sure that we get maximum usage on the app,
1050 and people have an awareness of where they can find pertinent information and the like?
1051 How does ADP help that process?
1052

1053 Mr. Dixon said we designed the technology to be user friendly and intuitive. There are a
 1054 number of self-learning tools that you can click certain bites of how does this work, and
 1055 little videos can walk you through it. In terms of our clients getting maximum utilization out
 1056 of the product, that is one of the 4 pillars of our orientation process. We will have someone
 1057 sit down with you and walk you through the stats of how effectively your team is utilizing
 1058 the technology to ensure you are effectively using all the modules you are paying for.

1059
 1060 Mayor Motley Broom asked, any other questions for Mr. Dixon?

1061
 1062 Chief Information Officer Michael Hicks said Dr. Baker just texted me. He is on the phone
 1063 having some technical challenges. But he (Dwight Baker) is okay with their proposal.

1064
 1065 Mayor Motley Broom said thank you.

1066
 1067 Mayor Motley Broom asked, is there a motion?

1068
 1069 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources &
 1070 Risk Management Dr. Dwight Baker on an agreement between Automatic Data
 1071 Processing (ADP) and the City of College Park for payroll processing services,
 1072 seconded by Councilman Taylor and motion carried. (All Voted Yes).

1073
 1074 C. Consideration of and action on a request for approval of Workers' Compensation benefits
 1075 renewal for 2021 Benefits Plan Year and authorization for the City Manager to execute
 1076 carrier and vendor partnership documents.

1077
 1078 Chief Information Officer Michael Hicks said I believe Mr. Taylor is going to take this.

1079
 1080 Mr. Taylor said there is a document that was sent prior to this meeting. This is an overview
 1081 of the Workers' Compensation Program.

1082
 1083 Mr. Taylor discussed overview of the payroll. The current carrier is TPA.

1084
 1085 Mr. Taylor discussed claims handling on 2 slides down. There are no changes to the third –
 1086 party administrative services.

1087
 1088 Mr. Taylor discussed the substantive change to the Workers' Compensation Program for the
 1089 retention for firefighters and for police. The current term, there is a \$550,000.00 per claim
 1090 deductible for all claims. Midwest Employers offer for renewal terms, they increased the
 1091 retention for firefighters and police to \$750,000.00 per claim. They provided other retention
 1092 options for all other class codes.

1093
 1094 Mr. Taylor said because the payroll is reduced from the prior term, you will see at the bottom
 1095 that the total premium has been reduced as well.

1096
 1097 Mr. Taylor discussed the marketing summary. Due to the civil unrest, there were a lot of
 1098 firefighters and police involved. There is a limited appetite. But you will see Travelers was

1099 interested, but declined, since they had to write all lines of coverage. Safety National is not
 1100 competitive along with Hartford. Liberty Mutual declined along with United Heartland
 1101 because it would not underwrite fire and police payroll at this time.
 1102

1103 Mr. Taylor said the derivative we are making is Option 1 maintaining the same deductible at
 1104 \$550,000.00 per claim, and the \$750,000.00 for firefighters and police related Workers'
 1105 Compensation injuries. That is \$131,000.00 total estimated annual premium, including the
 1106 TPA Service from PMA. We do not believe, based on the claims information that we have
 1107 been provided, that Options 2 and 3 make sense because it is a \$50,000.00 increase on the
 1108 deductible on a per claim basis for a very, very small amount of savings. I am open for
 1109 questions.
 1110

1111 Mayor Motley Broom asked, does anyone have any questions for Mr. Taylor?
 1112

1113 Councilman Gay said I have one question. Does the State Board of Workers' Comp still
 1114 provide the managed care Workers' Comp for the TPA's?
 1115

1116 Mr. Taylor said yes, sir.
 1117

1118 Councilman Gay asked, did you choose an MCO (Managed Care Organization) for our
 1119 TPA?
 1120

1121 Mr. Taylor said yes, sir, they are included in the endorsement paperwork.
 1122

1123 Councilman Gay said thank you.
 1124

1125 Mayor Motley Broom asked, any other questions for Mr. Taylor?
 1126

1127 There were no further questions.
 1128

1129 Mayor Motley Broom called for a motion.
 1130

1131 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources
 1132 & Risk Management Dr. Dwight Baker on the Workers' Compensation benefits
 1133 renewal for 2021 Benefits Plan Year and authorization for the City Manager to
 1134 execute carrier and vendor partnership documents, to approve recommended Option
 1135 1, seconded by Councilman Gay and motion carried. (All Voted Yes).
 1136

1137 D. Consideration of and action on a request for approval to upgrade the City's emergency
 1138 warning sirens.
 1139

1140 This item was removed from the agenda.
 1141

1142 E. Consideration of and action on a request for approval of the emergency repair of the
 1143 Southeast Lift Station located at 1219 Forest Parkway.
 1144

1145 Mayor Motley Broom said Jackson Myers is available if anyone has any questions.

1146

1147 Councilman Clay said I got mine answered already.

1148

1149 City Attorney Winston Denmark said I feel obligated to mention that under the agreement it
1150 provides that the contract is entered into under Costa Mesa, California, and the agreement
1151 could be construed in accordance with the laws of the State of California, and any dispute
1152 shall be resolved by binding arbitration in Los Angeles, California. I just wanted to make
1153 Council aware of that. Those are certainly not favorable conditions in the contract. I
1154 understand that this is on an emergency basis and that may cause us to look the other way on
1155 that provision. Kind of sign and pray that nothing happens. But I felt at least obligated to
1156 raise the fact that that is what it provides.

1157

1158 Mayor Motley Broom asked, any reason why you did not bring it up prior?

1159

1160 City Attorney Winston Denmark said I was going through the packet and I noticed this.

1161

1162 Councilman Clay said I asked that specific question as to whether or not the City Attorney
1163 reviewed it. This is the second or third item in the packet tonight that the transmittal letter
1164 did not indicate that the City Attorney had reviewed it. One of them had been reviewed.
1165 Apparently, this one had not been reviewed. And I don't understand why we are getting
1166 information in our packet that does not state that the City Attorney has reviewed it. And if it
1167 doesn't state that the City Attorney has reviewed it, then I should assume that it has not been
1168 reviewed, which is clearly the case here. That needs to be fixed.

1169

1170 Interim City Manager Mercedes Miller said it will be fixed Councilman Clay.

1171

1172 Mayor Motley Broom said the vote was unanimous in favor of it. Is there a motion to
1173 reconsider the vote?

1174

1175 **ACTION:** Councilman Gay moved to approve a request from Director of Infrastructure and
1176 Development on the emergency repair of the Southeast Lift Station located at 1219
1177 Forest Parkway recommending JWC Environmental Inc. in the amount of
1178 \$18,795.97, seconded by Councilman Clay and motion carried. (All Voted Yes).

1179

1180 **ACTION:** Councilman Clay moved to reconsider a request from Director of Infrastructure and
1181 Development Jackson Myers on the emergency repair of the Southeast Lift Station
1182 located at 1219 Forest Parkway, seconded by Councilman Gay and motion carried.
1183 (All Voted Yes).

1184

1185 Mayor Motley Broom asked, has this repair already been executed?

1186

1187 Director of Infrastructure and Development Jackson Myers said no. They have used the same
1188 company in the past.

1189

1190 Mayor Motley Broom said it has not been done yet. So, we can take another look at this
1191 contract to make sure that it conforms to what we need as a Georgia entity.
1192

1193 Councilman Allen said I have a question as well. On the summary when talking about E, it
1194 says this is a budgeted item. And then when I go through page 249 in the packet it says, no,
1195 this item was not budgeted. So, I don't know if it is budgeted or not.
1196

1197 Director of Infrastructure and Development Jackson Myers said it was budgeted because we
1198 didn't expect to have to do anything. It was an emergency repair because there were 2 that
1199 were supposed to be out there. They are supposed to alternate, and one of them is completely
1200 gone. So, I needed to make a decision. If the other one goes, then we are spilling straight
1201 into the creek out there. The Southeast Lift Station is a big lift station. It is the biggest one
1202 we have in College Park. It pumps everything all around the airport.
1203

1204 Mayor Motley Broom asked Mr. Denmark, other than the venue for the laws, do you see any
1205 other issues with the contract?
1206

1207 City Attorney Winston Denmark said no real issues Madam Mayor. We typically try to use
1208 our form or EDB Context. We did the addendum which were terms that we modified. This
1209 is their form. We get federal terms that benefit the City of College Park. Nothing else jumps
1210 off the page at me that says Whoa!
1211

1212 Mayor Motley Broom asked, would the Body feel comfortable in approving the repair in that
1213 amount for a contract that would have the form as the State of Georgia?
1214

1215 Councilman Clay said yes.
1216

1217 Councilman Taylor said yes. You said this is an emergency. We need to get this done right
1218 away, right?
1219

1220 Mayor Motley Broom said that is why I was making the suggestion, that if we can get that
1221 portion of the contract shored up, then if you allow that to happen after this, so we wouldn't
1222 necessarily have to wait another 2 weeks on it.
1223

1224 Councilman Taylor asked, do we have somebody else lined up to do it, if we approve that?
1225 Where do we go from this point, if we approve the amount tonight?
1226

1227 Mayor Motley Broom said I think we are also approving this company to do the work, but we
1228 need to get that portion that gives the forum in California to do. We need to get that changed.
1229

1230 Councilman Clay said I think the situation here is we have redundant pumps. This is the same
1231 lift station that we had the water spill in; didn't we Jackson?
1232

1233 Director of Infrastructure and Development Jackson Myers said no. That was Lift Stations 1
1234 and 2 on Riverdale Road. They got fined \$22,000.00.
1235

1236 Councilman Clay said we had one that was damaged because the system got flooded, and one
 1237 of the pumps was damaged. That was several weeks ago. We have redundant pumps there.
 1238 If the second pump fails, we are in a world of hurt, and we could get a significant fine to say
 1239 nothing of the fact that we don't want to create an environmental issue. So, let me modify
 1240 what the Mayor said. If we made the motion to approve it, and Winston as quickly as possible
 1241 works with Jackson to see if we can do an amendment, and make our best efforts to do an
 1242 amendment to get it resolved under Georgia Law as opposed to California Law. But failing
 1243 that, we go ahead and make the purchase and the installation. How does that sit with
 1244 everybody?

1245
 1246 Councilman Allen said I think we have to do that.

1247
 1248 Councilman Gay said that's fine.

1249
 1250 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure and
 1251 Development Jackson Myers on the emergency repair of the Southeast Lift Station
 1252 located at 1219 Forest Parkway with the requirement for City Attorney Winston
 1253 Denmark and Director of Infrastructure and Development Jackson Myers work their
 1254 best efforts to get the agreement amended to resolve the issue under Georgia Law as
 1255 opposed to California law. However, if they are unsuccessful in doing that, because
 1256 we believe we have done this before under a similar agreement, it stands approved
 1257 anyhow, seconded by Councilman Allen and motion carried. (All Voted Yes).

1258
 1259 F. Consideration of and action on a request for approval of annual "On-Demand"
 1260 contractual services for the City's water distribution, storm water and sanitary sewer
 1261 collection systems.

1262
 1263 Director of Infrastructure and Development Jackson Myers said Public Works does an On-
 1264 Demand Service every year and advertise for this. And it came back that these 2 companies
 1265 were on the list, and Construction 57 has worked well with cities over the last several years.
 1266 They have been very responsive.

1267
 1268 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure and
 1269 Development Jackson Myers on the annual "On-Demand" contractual services for
 1270 the City's water distribution, storm water and sanitary sewer collection systems
 1271 recommending Kemi Construction Company and Construction 57 Company, Inc. on
 1272 an "as needed" basis under the "On-Demand" annual service contract, seconded by
 1273 Councilman Gay and motion carried. (All Voted Yes).

1274
 1275 G. Consideration of and action on a request for approval of the pre-treatment of the City's
 1276 wastewater chemical injection system at the City of Atlanta Department of Aviation Lift
 1277 Station #1 located on Riverdale Road.

1278
 1279 Mayor Motley Broom asked, any questions for Mr. Myers on this one?

1280
 1281 There were no questions.

1282 Mayor Motley Broom called for a motion.
1283

1284 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure and
1285 Development Jackson Myers on the pre-treatment of the City's wastewater chemical
1286 injection system at the City of Atlanta Department of Aviation Lift Station #1 located
1287 on Riverdale Road recommending Burnett Lime Company to provide pre-treatment
1288 of the City wastewater in the amount of \$137,430.00, seconded by Councilman Allen
1289 and motion carried. (All Voted Yes).
1290

1291 H. Consideration of and action on a request for approval to update the City of College
1292 Park's branding and marketing.
1293

1294 Director of Communications Gerald Walker said good evening. The leadership of the City of
1295 College Park has given direction to seek enhancement of the City's branding, imagery, and
1296 marketing. And what we did was we got bid openings and potential contractors submitted
1297 those bids. They submitted them by the deadline. They were submitted and checked by the
1298 City's Procurement Administrator and was then submitted to judgment by a committee.
1299

1300 Director of Communications Gerald Walker said Creative Works was the committee's top
1301 candidate. Our branding needs are included, but not limited to, logo, logo use, different
1302 signage around the town, and different departments have branding needs as well. I would also
1303 be remiss if I didn't include Recreation and Six West.
1304

1305 Director of Communications Gerald Walker said what we were looking to do is to get a
1306 complete refresh or redo of the City's logo, including the tag line, and we have to look at a
1307 broader scope that includes and goes beyond our association with the airport. We have a
1308 Convention Center and an Arena, not 1 but 2 professional sports teams that call the Arena
1309 home. And just across the street we are getting ready to embark on a \$1 billion development.
1310 It's on the way. So, it's time to think big. I do believe Mr. Wayne Whitesides logged in, and
1311 said he is on the call. So, he might be available to answer any questions if you had any.
1312

1313 Mr. Whitesides said I'm here.
1314

1315 Councilman Clay said it seems like what we have done here is we have combined the branding
1316 program with also the design of the website, and you also have the issue of web hosting. I
1317 don't know whether Civic Live does the webhosting, as well, or whether they contract that
1318 out. But clearly Ethic appears to be responsible somehow for webhosting. It's not just the
1319 branding issue, it's the structure of the website, how you maintain it when it doesn't work,
1320 and if something goes down it has to be addressed. Help me understand the mechanics of this
1321 thing. And how does this package that we are getting from Ethic differ from the package that
1322 we are getting from Civic Live currently?
1323

1324 Director of Communications Gerald Walker said the initial intention was to have two different
1325 events. One would be to have a branding contractor, and the next would be to have a web
1326 contractor, not necessarily stating they had to be one in the same. We are dealing with the
1327 branding aspect right now. We are looking forward to getting a new image, new photos, new

1328 taglines and having all that blend in together with a new website design. I can certainly
1329 address anything dealing with our branding and the decision to elect this contractor.

1330

1331 Councilman Clay asked, does that mean that while we are working our branding, we continue
1332 with Civic Live?

1333

1334 Interim City Manager Mercedes Miller said exactly Councilman Clay. Before you change the
1335 website, you have to figure out who you are. We are separating the 2 in the bid so that we
1336 can take care of the branding first. Then once we get the branding of who we are, then we
1337 can transition it into rebuilding the website.

1338

1339 Councilman Clay said okay. I misunderstood. I thought we were buying a package, and I
1340 didn't understand why the 2 elements had to be bought together. This is just the branding.

1341

1342 Interim City Manager Mercedes Miller said correct.

1343

1344 Councilman Clay said that clarified it for me.

1345

1346 Councilman Gay said a while back we had people come to talk about branding. And one of
1347 the 3 finalists was the guy that did our retreat. Was he one of the responders to the bid?

1348

1349 Interim City Manager Mercedes Miller said it was KDR. And no, he was not.

1350

1351 Councilman Gay asked, is this a new bid?

1352

1353 Interim City Manager Mercedes Miller said it was part of a package with Strategic Planning
1354 when we did the branding and marketing. And right before COVID, his contract was
1355 cancelled. So, we put out the bid again.

1356

1357 Councilman Gay said I see.

1358

1359 **ACTION:** Councilman Gay moved to approve a request from Director of Communications
1360 Gerald Walker to update the City of College Park's branding and marketing
1361 recommending Ethic in the amount of \$29,375.00, seconded by Councilman Clay
1362 and motion carried. (All Voted Yes).

1363

1364 I. Consideration of and action on a request for approval of the annual renewal of the
1365 ESRI/GIS software license utilized for GIS city-wide mapping operations.

1366

1367 Mayor Motley Broom asked, any questions for Mr. Hicks?

1368

1369 There were no questions.

1370

1371 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
1372 Michael Hicks on the annual renewal of the ESRI/GIS software license utilized for

1373 GIS city-wide mapping operations in the amount of \$15,000.00, seconded by
 1374 Councilman Allen and motion carried. (All Voted Yes).

1375

1376 9. Unfinished (Old) Business.

1377

1378 A. Consideration of and action on a request for approval of an Indoor Smoking Ordinance.

1379

1380 City Planner Nikki Washington explained the request. We made a few adjustments to narrow
 1381 it down a bit. This is only addressing the indoor smoking. Any questions?

1382

1383 Councilman Clay asked City Planner, you fixed the nit?

1384

1385 City Planner Nikki Washington said I did.

1386

1387 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle Alexander
 1388 on an Indoor Smoking Ordinance, seconded by Councilman Allen and motion
 1389 carried. (All Voted Yes).

1390

1391 10. New Business.

1392

1393 A. Consideration of and action on the imposition of a 90-day moratorium on the
 1394 acceptance of all applications for permits, licenses, or inspections related to the
 1395 development of occupied shipping container buildings.

1396

1397 Councilman Clay said we had the application in from Revival Co-Working. The issues were
 1398 more with the construction material; things like lack of ventilation and the acoustical
 1399 requirements and so forth. When Michelle looked at the requirements, the material
 1400 requirements and so forth, the ordinance was silent on them. Correct, Michelle?

1401

1402 City Planner Michelle Alexander said where related to containers, it was silent.

1403

1404 Councilman Clay said the only concern I have is I don't have a problem with containers at all.
 1405 I think it is a great way of construction, provided it looks good and provided you don't have
 1406 6 million of them in a 2-block area. And so, I think we need to look at the construction
 1407 guidelines. I don't think it's acceptable to have no ventilation in an 8 X 10 room with only a
 1408 door. And, that has been fixed in the other project, and we approved it.

1409

1410 Councilman Clay said I think we ought to review requirements for container buildings. And
 1411 what I am trying to forestall is a whole bunch of other people who may have land within the
 1412 Six West area that has not been purchased by BIDA, who all of a sudden say, hey, we want
 1413 to have containers too. Or, even maybe Revival wants to buy another piece of property and
 1414 put containers on them. And before we make this rush to create container city, I think we
 1415 need to review the construction and the zoning requirements for that kind of construction.

1416

1417 Councilman Clay said and I wanted to get it on the agenda tonight so that we forestall a whole
 1418 bunch of applications coming in that are effectively grandfathered when we come out the other

1419 end. That's the reason why I think we should approve it tonight, and maybe we will make no
 1420 changes. It may be just fine. And a month from now we will say everything is good, go
 1421 ahead. But I would like staff to have a chance to consider some of those issues.

1422
 1423 Mayor Motley Broom asked, any other questions or comments?

1424
 1425 There were no further questions or comments.

1426
 1427 Mayor Motley Broom called for a motion.

1428
 1429 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle
 1430 Matricardi on a 90-day moratorium on the acceptance of all applications for permits,
 1431 licenses, or inspections related to the development of occupied shipping container
 1432 buildings, seconded by Councilman Gay and motion carried. (All Voted Yes).

1433
 1434 B. Consideration of action on a request to expand the City of College Park's Homestead Tax
 1435 Credits to senior residents.

1436
 1437 Director of Finance & Accounting Althea Philord-Bradley said Phillip Latona is on the line.
 1438 He will take over this agenda item.

1439
 1440 Mr. Latona said the Office of Finance & Accounting took a deeper look into the Homestead
 1441 Tax Credit Program and how it affects our city residents. We have 1,138 residents on
 1442 Homestead Exemption credits. Focus was placed on the Fulton County side, which it makes
 1443 up 1,113 of that 1,148 residents. Ninety-one property owners are fully exempt from Fulton
 1444 County City Taxes. That 91 will equate to additional tax dollars of roughly \$30,000.00 to
 1445 make them exempt.

1446
 1447 Mayor Motley Broom asked, of those 91 property owners that are exempt, are they seniors?

1448
 1449 Mr. Latona said I will have to look at the code descriptions. That would be the only way I
 1450 could tell. I do believe most are. There are a few that are veterans of that 91.

1451
 1452 Councilman Clay asked, what do I have to be to fall into this category that is exempt or get
 1453 more exemption? Help me out.

1454
 1455 Mr. Latona said it is a combination of 2 or 3 things. Age and income are only one criterion
 1456 that the county uses. The other criteria is the property's value, and that can fluctuate year over
 1457 year. Unfortunately, with College Park our Homestead Exemption credit that we offer is not
 1458 tied to an age or an income level because all those specific data is filed with the application at
 1459 the county level. I'm just utilizing a field on the tax digest that says that this person is a county
 1460 Homestead recipient, and then we send out credit to that individual.

1461
 1462 Councilman Clay said they wouldn't get that from us. How is it that they qualify for the
 1463 county and didn't qualify for us?

1464

1465 Mr. Latona said if they qualify for the county, they automatically qualify for us. If we have
1466 1,000 residents on the county side, then there are 1,000 residents on the city side. Our tax
1467 credit is not tied into any age or income bracket. Under our current system, a 35 year old may
1468 get the same as a 65 year old.

1469
1470 Councilman Clay said the county has given them credit on their taxes.

1471
1472 Mr. Latona said correct.

1473
1474 Councilman Clay said all we are basically saying is, if the county gives the credit, we give
1475 them credit.

1476
1477 Mr. Latona said correct. I was tasked with identifying the residents of College Park that are
1478 getting the credit, and they become fully exempt from paying county taxes, and how do we
1479 make them fully exempt on the city tax level. And that would be identifying that there are
1480 91 property owners that are fully exempt on the county, but pay some dollar amount to the
1481 city for taxes.

1482
1483 Councilman Clay said presumably the county has some good reason.

1484
1485 Mr. Latona said maybe they are a veteran.

1486
1487 Mayor Motley Broom said we are looking at extending this for 91 people essentially as of
1488 right now.

1489
1490 Mr. Latona said yes.

1491
1492 Councilman Allen said and the cost is \$30,000.00.

1493
1494 Mr. Latona said yes for 2020 values.

1495
1496 Councilman Clay said these are people, many of them presumably, that are limited in some
1497 way. They have some hardship or what have you. And for \$30,000.00 we can make a huge
1498 difference in their lives.

1499
1500 Mr. Latona said I agree.

1501
1502 Mayor Motley Broom said this looks like it is \$330.00 a person. Mr. Latona, can you tell us
1503 what this looks like on your end administratively on the City's end?

1504
1505 Mr. Latona said this was my first deep dive into examining each and every account. I only
1506 utilized the data from the county to identify the specific accounts that we need to extend our
1507 city credit to. The county uses codes, and I didn't want to go down this route, but they use
1508 codes based on age and income criteria. And they know those who are 65 and older or 70 and
1509 older and may have income less than a certain dollar value. That is how it comes into me. It
1510 is just a column with a code number. The code number has a description attached to it. But

1511 for College Park, I never paid too much attention to that because ours is not tied to an age
 1512 level. I would defer to Winston to get some legal assistance. We need to have it down
 1513 correctly.

1514
 1515 Mayor Motley Broom asked City Attorney, how would it work?

1516
 1517 City Attorney Winston Denmark said I would have to look at that with Latona and work it
 1518 out.

1519
 1520 Councilman Gay said I have a comment. I would like to thank the tax office for doing such
 1521 a dive in the Finance Department.

1522
 1523 **ACTION:** Councilman Gay moved to approve a request from Director of Finance & Accounting
 1524 Althea Philord-Bradley to expand the City of College Park's Homestead Tax Credits
 1525 to identify who is exempt from Fulton County to be exempt from the City of College
 1526 Park, and allow legal to determine how it is advertised, seconded by Councilman
 1527 Clay and motion carried. (All Voted Yes).

1528
 1529 Councilman Clay modified his second to agree with the current action.

1530
 1531 C. Consideration of and action on a request for approval to refund money donated for the
 1532 Mayor's Ball held November 10, 2018.

1533
 1534 Interim City Manager Mercedes Miller said I was a part of the Mayor's Ball in 2018. And
 1535 what the money was supposed to be used for was for kids to attend community and technical
 1536 colleges. And in an effort to be transparent, we wanted to try to clear it up and refund those
 1537 donations. The people that made the donation would not get the full amount of money that
 1538 they donated. They would get a percentage of that money based on what the actual Ball costs.
 1539 Sixty thousand dollars is what we have to give back, but it would be disbursed accordingly.
 1540 It is based on what they gave. I did speak with our legal attorney, and Winston's advice was
 1541 if the City wanted to do it clear and clean was to return the funds. So, I am seeking approval
 1542 to return those funds to those individuals.

1543
 1544 Mayor Motley Broom asked City Attorney, why did you say that this was the route that we
 1545 should pursue?

1546
 1547 City Attorney Winston Denmark said from my perspective, the City has a free hand. The
 1548 question posed to me was: Would it violate the gratuity clause to give the money back. My
 1549 answer was no. It would not violate the gratuity clause to give the money back. And if that
 1550 is the direction that the City wants to move in, that would certainly be the way to go. You
 1551 would certainly have a free hand to do it that way.

1552
 1553 Mayor Motley Broom said it was my understanding that that money was contributed for a
 1554 particular purpose and a particular scholarship. If we were to use it for another purpose, would
 1555 we have a problem, even if it was for a different type of scholarship?

1556

1557 City Attorney Winston Denmark said you might have a problem because obviously
1558 individuals made donations based on a certain understanding as to what those funds would be
1559 used for. And if the funds are used for a different purpose, it would at least raise some
1560 concerns, in terms of whether that was consistent with the donations that the individuals made
1561 in the first place.

1562
1563 Mayor Motley Broom said understood. Any additional questions for Ms. Miller and Mr.
1564 Denmark?

1565
1566 Councilman Clay said yes, I do. First off, the cost according to this for the Mayor's Ball is
1567 \$54,296.76. The City contributed to that a donation of \$50,000.00. If the City simply said,
1568 we don't want our donation back, and we choose to do what was originally intended. One of
1569 the problems was we had set this up with an organization, the Rotary Club. That is a nonprofit
1570 organization, and I suppose that could get in the way of the gratuity clause. But what we were
1571 trying to do was to let them do an independent assessment of who to give the money to.

1572
1573 Mayor Motley Broom said let me interject for a moment. Did this Body vote on the Rotary
1574 administering this? I don't recall that there was a vote to that effect.

1575
1576 Councilman Clay said I thought there was, but I could be mistaken.

1577
1578 Mayor Motley Broom asked City Attorney, do you recall?

1579
1580 City Attorney Winston Denmark said I don't have a recollection of a vote one way or the
1581 other.

1582
1583 Councilman Clay said if the City takes responsibility of deciding who to give that money to
1584 as a scholarship, and the money is being used for the original intent of the donor, so we
1585 don't run afoul of well, you are going to use it for Water & Sewer or something. We can set
1586 up our own committee and figure out who should get a scholarship. One of the things
1587 that was suggested was we already use IGNITE to take money from donors and direct it to
1588 people. Whether we use IGNITE or not, we do have a contract with them, but we don't
1589 have to. All we have to do is setup our own committee and decide based on that who gets a
1590 scholarship.

1591
1592 Mayor Motley Broom asked City Attorney, in terms of the gratuity clause and the City's
1593 responsibilities therein, what are your thoughts about that?

1594
1595 City Attorney Winston Denmark said to the extent we were to use IGNITE or an entity that
1596 we have contract with, as you will recall we have overcome gratuity clause concerns by
1597 contracting with a private entity to perform services that the City could pursuant to a contract.
1598 That would be one way to do it. And the other would be going through a third party. Another
1599 option would be returning the money to the original donors.

1600
1601 Mayor Motley Broom asked City Attorney, what is your advice?
1602

1603 City Attorney Winston Denmark said it's really a policy consideration Madam Mayor,
1604 whether the Council wants to keep the money or return the money. Either route you take, we
1605 can develop a process whereby we address all concerns. Which direction you go A or B, that
1606 is a policy consideration for the Mayor & Council.

1607
1608 Mayor Motley Broom said I asked you what your recommendation would be. I understand
1609 that it is a policy consideration for the Body.

1610
1611 City Attorney Winston Denmark said my recommendation is to give the money back.

1612
1613 Mayor Motley Broom said I understand. I appreciate that.

1614
1615 Councilman Gay said someone said we would be giving out a hundred and some odd dollars.
1616 I thought it was less than that. Can someone clarify the amount?

1617
1618 Director of Finance & Accounting Althea Philord-Bradley asked, am I clarifying the amount
1619 of total donations received?

1620
1621 Councilman Gay said no.

1622
1623 Director of Finance & Accounting Althea Philord-Bradley said \$66,647.26.

1624
1625 Councilman Gay said I have a comment. My understanding is that that money came from one
1626 donor, which was Wally Park. And that money came as tradeoff for us doing the curb cut on
1627 Camp Creek that had delayed their permit by GDOT for approximately 2 years. My
1628 understanding is when it came to Council, that in exchange for us doing that, we would get a
1629 donation. And that is approximately \$60,000.00 that we have now. I would love for children
1630 to get this money. My only thing is I don't want any legal issues. Wally Park needs to be
1631 made aware that that money has not been given out in 2018. I just want to make sure that we
1632 are transparent.

1633
1634 Director of Finance & Accounting Althea Philord-Bradley said there was a penalty that Wally
1635 Park paid, and the City Council voted to donate \$50,000.00 of the penalty to the Scholarship
1636 Fund. And their percentage of the \$50,000.00 that the City Council agreed to donate is about
1637 40 percent of that \$120,000.00. So, they would receive, 40 percent of that \$66,647.26 will
1638 remain with the City, which equates to about \$27,500.00.

1639
1640 Councilman Clay said what I am suggesting Althea is the City say, we don't want our money
1641 back as a donor. And that money will be used effectively to almost cover the cost of the event,
1642 which was \$54,000.00, and the remainder of the money we say, not only do we not want the
1643 money back, but we're not going to give it back to the donors, we're going to give it to the
1644 children that it was originally intended for. So, it's kind of a hybrid situation that I'm
1645 suggesting. I don't know whether that gets us in trouble legally.

1646

1647 Councilman Allen said I wonder how many people would want the money back and have to
1648 make adjustments to their taxes or claim that as additional income when they really wanted it
1649 to go for the kids' schools. That is where the money needs to go is to kids' college programs.
1650

1651 Councilman Clay agreed.
1652

1653 Councilman Allen said if it's a committee within College Park or somebody else, I think we
1654 need to send a letter saying this will come back if you want it to. If you want it to go to the
1655 kids, then we will give it to the kids.
1656

1657 Councilman Clay said we don't need to make this an administrative nightmare guys.
1658

1659 Councilman Allen agreed.
1660

1661 Councilman Taylor asked, so no kid ever used any of that money from the beginning?
1662

1663 Mayor Motley Broom said no, sir.
1664

1665 Councilman Taylor said I think the kids should get the money. We should take all the money
1666 and try to get it done this year for the kids that are going to college. I don't think we should
1667 give the money back. Just do what it was intended to do. You are shortening a person's
1668 blessing to give it back.
1669

1670 Mayor Motley Broom said it's my understanding that this is for kids that did not qualify for
1671 the Hope and that they resided in the City of College Park. Is that correct?
1672

1673 Interim City Manager Mercedes Miller said yes. They had to attend a community or technical
1674 college.
1675

1676 Councilman Gay said since the Rotary got involved, and they were an established
1677 organization, I think we should consider the Rotary because it was already over there, and
1678 they are in that business.
1679

1680 Mayor Motley Broom asked, do we have to put out an RFP on this?
1681

1682 Director of Finance & Accounting Althea Philord-Bradley said the Rotary didn't charge us
1683 anything, and they were not going to charge us anything, am I correct Councilman Allen?
1684

1685 Councilman Allen said that happened before I was there.
1686

1687 Councilman Gay moved to allow the Rotary Club to manage the money.
1688

1689 Mayor Motley Broom asked, before you make the motion, shouldn't we see if the Rotary is
1690 interested, before we vote to give them the money?
1691

1692 Councilman Allen said we did that and took it back, and now we are going to give it back to
1693 them.

1694
1695 Mayor Motley Broom said it is my understanding that this Council never approved that
1696 transfer, which is why it came back.

1697
1698 **ACTION:** Councilman Gay moved to approve to allow the Rotary Club to manage the money
1699 donated for the Mayor's Ball held November 10, 2018, and if the Rotary Club denies
1700 the request, then submit an RFP. Motion died for a lack of second.

1701
1702 Councilman Taylor said I don't remember us voting for it to go to the Rotary. It is something
1703 we put on the website. It was a way that people could get the scholarship. The Rotary came
1704 about after we found out that the money was owed.

1705
1706 Interim City Manager Mercedes Miller said before we gave it to the Rotary Club, there was a
1707 meeting between myself and the past Mayor and some educators from Fulton County. They
1708 were going to come up with the criteria as to how the kids could get the money. One of the
1709 people that were in the room was Kimberly Dove. They were going to come up with some
1710 criteria, and we were going to go through Fulton County and let them decide who was going
1711 to be applicable to getting these funds. I think that settled down, but we did have a meeting
1712 with Fulton County about the funding.

1713
1714 Mayor Motley Broom asked, why don't we defer action on this and see if by the next meeting
1715 staff can reach out to the Rotary Club and see if they are willing to undertake this. Does that
1716 make sense?

1717
1718 Councilman Gay said yes.

1719
1720 Councilman Clay asked, what about the criteria?

1721
1722 Mayor Motley Broom said that would involve the criteria.

1723
1724 Councilman Clay said they may be willing to do it, but not develop the criteria, or they may
1725 be willing to do both.

1726
1727 Mayor Motley Broom said or nothing at all.

1728
1729 **ACTION:** Councilman Clay moved to defer a request from Interim City Manager Mercedes
1730 Miller to refund money donated for the Mayor's Ball held November 10, 2018, until
1731 the Rotary Club is notified and offers a response to managing the funds, seconded
1732 by Councilman Gay. Councilman Clay voted yes. Councilman Gay voted yes.
1733 Councilman Taylor voted yes. Councilman Allen abstained due to being a member
1734 of the Rotary Club. Motion carried.

1735
1736 11. City Attorney's Report. None.

1737

1738 12. City Manager's Report. None.

1739

1740 13. Report of Mayor And Council.

1741

1742 Councilman Gay – said I would like to thank you all for your cooperation on the tax vote.

1743

1744 Councilman Allen – said my condolences to Tracey Wyatt who recently lost his mother.

1745

1746 Councilman Allen said I give my thanks to Yanous and Denise and the people over at the
1747 GICC and the Arena for conducting basketball again. The WNBA, I thought it was great.

1748

1749 Councilman Allen said I want to thank the Grissom organization who has kids back on the
1750 field playing baseball again. That's all I have.

1751

1752 Councilman Taylor – said congratulations to the kids that will be graduating this year for a
1753 job well done.

1754

1755 Councilman Taylor said I want to thank the employees for a great job you are doing. We have
1756 a lot going on, but I know it is in your best interest. Just hang in with us. It is all for the
1757 betterment of the City of College Park.

1758

1759 Councilman Clay – said I believe the speed cushions are being installed this week. Hopefully,
1760 the one on Herschel Road got installed today. I didn't drive Herschel Road today. And I
1761 think the rest of them that were donated by Woodward are going to be installed this week and
1762 into next week. And that will take place on the east side of the track and then move to the
1763 west side. Mercedes is nodding.

1764

1765 Councilman Clay said it was a real pleasure to come out to Zupp Park and the baseball event
1766 over the weekend. It was really great to see the kids out there. You just have a sense of
1767 spring. The City is coming back. The country is coming back. And as I said when I spoke
1768 there, I am really optimistic. I'm not usually optimistic. So, thank you everybody that has
1769 gotten us through this year. It's been a real team effort. It's been a tough year. We will all
1770 remember this. We will be telling war stories for many years to come about this period.
1771 Thank you. That's all I had.

1772

1773 Mayor Motley Broom – said it was a great Saturday at the park. And my only regret is I did
1774 not get in the bounce house. It was a lot of fun. Thanks to the College Park Police for showing
1775 up in force and having a great time with the kids. It was just such a lovely day.

1776

1777 Mayor Motley Broom said you can still get vaccinations at the GICC. They are available
1778 walkups Tuesday through Saturday, 10:00 a.m. to 3:00 p.m.

1779

1780 Mayor Motley Broom said there are other things happening at the GICC and the Arena as
1781 well. As we are seeing increases in hotel occupants and events, we are turning this corner.
1782 We are not out of the woods yet. But I agree with Councilman Clay that there's a lot to be

1783 excited about. Some of the things that will be happening in the next couple of months in the
1784 city are really great.

1785
1786 Mayor Motley Broom said I appreciate everyone’s cooperation and just the spirit that you
1787 bring to the city.

1788
1789 14. Executive Session.

1790
1791 15. Approval of Executive Session Minutes.

1792
1793 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated May 17, 2021,
1794 as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

1795
1796 16. Adjournment.

1797
1798 Mayor Motley Broom declared the Regular Session adjourned at 10:20 p.m.

1799
1800
1801
1802
1803
1804
1805
1806

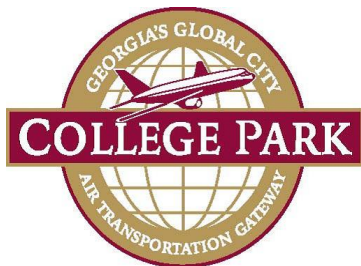
CITY OF COLLEGE PARK

1807
1808
1809
1810

Bianca Motley Broom, Mayor

1811
1812
1813
1814 **ATTEST:**

1815
1816
1817
1818 _____
1819 **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: 8867

DATE: May 21, 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 May 17, 2021

See attached Workshop Session Minutes dated May 17, 2021.

Thank you.

ATTACHMENTS:

- WSS051721 (DOC)

Review:

- Gabrielle Thornton Completed 05/21/2021 2:07 PM
- Rosyline Robinson Completed 06/01/2021 2:48 PM
- Mercedes Miller Completed 06/01/2021 3:42 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 MAY 17, 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; City Clerk Shavala Moore; City Attorney Winston Denmark.
 11

12 Absent: None.
 13

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

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

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

22 The workshop session reconvened at 6:01 p.m.
 23

24 **1. Presentation by founder and Chief Equity Officer Nathaniel Q. Smith, Jr. of**
 25 **Partnership for Southern Equity on the organization's position on equitable**
 26 **development, health, energy, and economic inclusion.**
 27

28 Mayor Motley Broom read the item into the record.
 29

30 Mr. Nathaniel Smith, Jr., Chief Equity Officer for Southern Equity, gave a power point
 31 presentation. The first slide discusses the PSE Team and Senior Leadership. Kristina
 32 Cummings, VP of Operations; and Jessica Daniels who leads our Just Solutions Arm, as
 33 well as our Use for Equity are on the line too.
 34

35 Mr. Smith discussed the mission of Southern Equity, to include energy, growth,
 36 opportunity, and health.
 37

38 Mr. Smith discussed transforming systems the PSE way.
 39

40 Mr. Smith discussed theory of engagement, to include agency of marginalized residents,
 41 public penalties and civil practices, vigorous community engagement, and agency
 42 cultivation.
 43

44 Mr. Smith discussed on the next slide shared foundation equity, removing barriers, and
 45 removing things that are in the way to reach their potential.
 46

47 Mr. Smith discussed equality, equity, and reality. Equity is not just a what but a way.
48
49 Mr. Smith discussed why equity matters to the American South and the City of College
50 Park
51
52 Mr. Smith discussed on the next slide a map of the United States that showed economic
53 mobility.
54
55 Mr. Smith discussed the life expectancy of a white person being 5 times longer than a
56 black person by county from 2014. Georgia is at 74 years of age.
57
58 Mr. Smith discussed issues around the black home ownership gap and the gentrification
59 rates in southern cities.
60
61 Mr. Smith discussed the economic cost of climate change by county just for energy. Poor
62 people are paying more as a percentage of their income for energy than any other place in
63 the country. It has a great deal to do with substandard housing, weatherization, and other
64 major challenges.
65
66 Mr. Smith discussed the child well-being index for College Park, to include median
67 family income, high school graduates, families living in poverty, and the unemployment
68 rate from 2019.
69
70 Mr. Smith discussed racial equity and racism being a social determinant.
71
72 Mayor Motley Broom said we have about 9 minutes left.
73
74 Mr. Smith said thank you Mayor.
75
76 Mr. Smith showed examples of the company's work. We are looking forward to an
77 opportunity to have a conversation and be helpful in any way we can.
78
79 Mayor Motley Broom said thank you Mr. Smith.
80
81 Mayor Motley Broom asked, any questions for Mr. Smith?
82
83 Councilman Clay said my questions have to do with 2 things; how long has your
84 organization been in existence? And I presume you work with clients to assist them with
85 this. And the second question is: What are the leverage points that you use to effect
86 change? For example, just giving everybody \$500.00 could be a leveraging point. But
87 I'm not sure how that is going to go. Education for me is the most fundamental point of
88 all to affect the family structure and so forth. So, where do you target to apply pressure
89 to make change?
90
91 Mr. Smith said the partnership for Southern Equity has been around for 10 years. In
92 terms of our clients and people that we work with, we are a nonprofit organization. Our

93 mission takes precedent over profit. Also, in terms of our client base, you can see that we
94 work with the City of East Point, Albany, Savannah, The Atlanta Regional Commission,
95 and others to help think through many of the challenges. And the last one, what do we
96 leverage? There are many leveraging points. How do we find ways to activate the
97 community where they are engaged in decision-making? We train for 8 months key
98 leaders in the community of how to engage. How are you leveraging your public
99 financing through doing bonds or tax increment finances or enterprise zones, or at the end
100 of the day, your procurement, and contracting policies. You are working to ensure that
101 these businesses are diverse. Communities of color, and other communities that may
102 have been left out in the past. So, there are many, many ways to go towards ensuring that
103 you are realizing outcomes.

104

105 Mayor Motley Broom asked, any additional questions for Mr. Smith?

106

107 Councilman Clay said I will let somebody else go.

108

109 Mayor Motley Broom said one of the things that we have seen challenges with is
110 engaging marginalized residents, because we have a fairly high population of people who
111 live in units in our community that are renter occupied and more transitory than some
112 homeowners in the community. Can you talk a little bit about some of the strategies that
113 you have used in other communities to reach people who may not necessarily be part of
114 the process all the time and how we work better to engage them?

115

116 Mr. Smith said it is about a mind set of looking at those residents as part of the solution.
117 Because time is so valuable for many of those communities, we have to make sure that
118 they are getting a return of their time investment in engaging in the work that we are
119 doing. So, it may include our leadership development program where we provide a
120 stipend for community leaders to participate in our leadership development programs. It
121 is also about us going into communities and engaging communities and educating them
122 about utilities and where energy comes from. Education is another key component. And
123 you have to feed people. When people are coming and choosing to learn, you have to
124 make sure that they are benefiting in some way. Food is an aspect to engage
125 communities.

126

127 Mr. Smith said in terms of the design of engagement, we have gone from regional
128 engagement conversations around public transportation in the region to broader forums
129 where people have come in and participated in smaller breakout sessions, and we use a
130 great deal of strategic questioning, in order to get peoples' minds going. We had to learn
131 to use Zoom and Jamboard. It is pretty diverse, Mayor. We have tried our best to meet
132 the community where they are.

133

134 Mayor Motley Broom asked, any other questions for Mr. Smith?

135

136 Councilman Clay said I have one comment. Energy audits. I have the Housing
137 Authority in my ward, so I go to their meetings and try to encourage them to take
138 advantage of free energy audits that are put on by our Power Department. We have the

139 Urban Farm in the city. We have had classes on how to grow your own food. There are
140 a number of initiatives that we have done that just haven't had the response to reach
141 critical mass, if you know what I mean. That's something I'd like to hear about at some
142 point, if you become involved with us of how you are going to make that happen.

143
144 Mr. Smith said community engagement and audits are good, but if the community can't
145 afford to take the advice of the audits, then the audit is just an audit. So, we have to think
146 about ways to move beyond audits to create funding opportunities that communities can
147 use to make their homes more efficient.

148
149 Mayor Motley Broom said thank you so much. Sounds like we have more to discuss, and
150 we didn't even hit individuals with disabilities. Is there a consensus from the Body that
151 we want to continue a conversation with Mr. Smith and PSE?

152
153 Councilman Clay said I know I would like to.

154
155 Councilman Allen said I would like to continue a conversation and see where we go from
156 there, yes.

157
158 Councilman Gay said I would like to continue a conversation.

159
160 Councilman Taylor said yes, I would like to have a conversation.

161
162 Mayor Motley Broom said we will continue to talk about next steps. Thank you so much
163 for your time.

164
165 Mr. Smith said thank you.

166
167 **2. Presentation by Automatic Data Processing (ADP) for payroll processing**
168 **services for the City of College Park.**

169
170 Director of Human Resources & Risk Management Dr. Dwight Baker said Andrew, you
171 have the floor.

172
173 Mr. Dixon said thank you very much for your time today. I appreciate the opportunity to
174 tell you a little bit more about ADP and answer any questions you may have.

175
176 Mr. Dixon gave a power point presentation, to include who they serve and the platform
177 overview.

178
179 Mr. Dixon discussed the ADP Workforce and the modules that go with the program.

180
181 Mr. Dixon discussed the WFN Portal Homepage and the payroll/GL and Tax. This helps
182 to review the activity that has occurred within a pay period.

183

184 Mr. Dixon discussed on the next slide a snapshot of payroll, hours, earnings, taxes,
185 deductions, memos, funding information, and reports.

186
187 Mr. Dixon discussed HR and Compliance.

188
189 Mr. Dixon said I am open for questions.

190
191 Mr. Dixon said within the program you have HR and a Compliance Screen Shot, a
192 talent's profile, certifications, T-shirt size, birthdays all housed in one place.

193
194 Mr. Dixon discussed the Onboarding process. This helps to drive home what it means to
195 be an employee of the City of College Park from the first time they complete that
196 onboarding experience.

197
198 Mr. Dixon discussed the performance management standpoints. This helps managers to
199 maintain employee reviews and notifications when due. Managers and employees will
200 have access to historical reviews in order to manage and monitor progress according to
201 goals and have the ability to tie that into compensation.

202
203 **(Councilman Gay briefly stepped away from Zoom)**

204
205 Mr. Dixon discussed analytics, to include turnover and new hire.

206
207 Mr. Dixon discussed ADP Advantage and the implementation program.

208
209 **(Councilman Gay returned to Zoom)**

210
211 Mr. Dixon discussed the ADP account team, implementation methodology, and build and
212 go.

213
214 Mr. Dixon discussed transition timelines and milestones. We are at No. 1 today. We
215 will go live by July 2021. That is our presentation. I am open for any questions you all
216 may have.

217
218 Mayor Motley Broom asked, does anyone from the Body have questions?

219
220 Councilman Allen said I have a comment. I thought it was a very well-presented
221 program. I was involved with HR for a long time, and I don't know if I have seen
222 anything this thorough. I was writing down questions, and you were canceling them out
223 just about as fast as I was writing them down. Do you find it different with different
224 companies and different cities?

225
226 Mr. Dixon said our deadline is based on organizations of your size. There can be small
227 nuances into the process, but the good thing is, since we have been doing it for so long,
228 we have worked with nearly every competitor and industry system that is in the market.

229

230 Councilman Allen asked, in the future when conditions change, do you enter the
231 information, or do we, or does the employee enter the information? Let's just say, I go
232 to college and get a degree, is it up to me to make sure that it gets entered into the system,
233 does the City do that, or do you do that?

234

235 Mr. Dixon said it can be all of the above or any of the three. You can have as many levels
236 of security as you want. So, if you find it is more effective for the City to have
237 employees go into their own employee profile and include any certifications, then you
238 can do that, or typically the manager. The workflow will notify the manager in HR, and
239 there is an audit trail, so you will always know who made a change and when.

240

241 Councilman Allen said very good presentation. Thank you very much.

242

243 Mr. Dixon said thank you.

244

245 Councilman Clay asked, in the marketplace, where does NEOGOV fit into your
246 marketplace?

247

248 Mr. Dixon said NEOGOV would have to ask ADP to become a partner, and then we
249 would take them through our security regimen to ensure that their security protocols meet
250 ours. And at that time they could enter the marketplace and set up their prebuilt
251 integration for any municipality to use moving forward. However, not every integration
252 that we set up is in the marketplace. We offer bi-directional API's that are always
253 available when needed and can help setup a custom data bridge that can help setup any
254 data forms that is necessary.

255

256 Councilman Clay said we have signed up with NEOGOV for onboarding and recruiting,
257 and I don't see them in the marketplace on here. They are not listed on here. So, that
258 means it's not totally integrated. How about New World?

259

260 Mr. Dixon said yes, we did discuss throughout the sales process the options to integrate
261 with New World. We have an AES (Automated Export Services) setup, API, or we can
262 setup an import and an export.

263

264 Councilman Clay said we don't have a good history of integrating different systems.
265 Michael, are you familiar with what has been proposed here?

266

267 Chief Information Officer Michael Hicks said yes, I am. I am waiting for us to setup the
268 test environment.

269

270 Councilman Clay asked, what if we setup the test environment and find out that it is not
271 terribly compatible, and there are some major changes required? We have one data base
272 for onboarding and one for payroll. And you can move the data between databases. But,
273 I, as a manager, would want to go in and look and see the status of this person. Do I have
274 different apps that I have to go to, different interfaces? These are the things I'm worried

275 about is integration. No reflection on ADP, of course. I need to feel comfortable that we
276 are in good shape there.

277

278 Chief Information Officer Michael Hicks said Dr. Baker and I have had a conversation
279 about whether he wants to continue to use onboarding through NEOGOV or through
280 ADP. The API will work through ADP. Councilman Clay, what you referenced earlier
281 is on the customer service utility payment side.

282

283 Councilman Clay said I'm talking about Pitney Bowes, the generation of reports.

284

285 Chief Information Officer Michael Hicks said that is not a College Park issue.

286

287 Mayor Motley Broom said it is 7:05. We have one more issue to discuss during our
288 workshop session. And this is on our regular session for consideration as well. So, I
289 think we have to move along. I know there are additional questions, but we can handle
290 those during the regular session, if there are additional considerations that we need to
291 address.

292

293 Mr. Dixon said thank you all.

294

295 **3. Discussion of potential amendments to the alcoholic beverages ordinance**
296 **governing alcohol sales in the City of College Park at establishments that do**
297 **not typically serve food.**

298

299 City Attorney Winston Denmark said we have presented in your packet a chart at the
300 Council's request that does a comparison between what the City of College Park
301 provides, in terms of alcohol sales, on premise consumption, and required food sales. We
302 have compared that to other jurisdictions that neighbor the City and some that don't
303 neighbor the City, in terms of what they allow.

304

305 City Attorney Winston Denmark said we are not certain that the City is going to effect
306 any changes, in terms of what our ordinance currently provides. But to the extent that
307 you do, for purposes of providing context and comparison, these are the cities and their
308 experiences I think are useful and enlightening.

309

310 City Attorney Winston Denmark said College Park has a number of different categories,
311 in terms of what we allow. The vast majority of alcohol sales are going to be in the
312 restaurant category where food sales are required, and we have where 51 percent of
313 receipts must come from food sales requirement. And that is the vast majority of what
314 we are going to see in College Park.

315

316 City Attorney Winston Denmark said farm wineries or private clubs are going to qualify.
317 To be a private club in College Park, you have to be in operation for at least 8 years
318 before you can apply for that alcohol license. So, the meat of what we do in College Park
319 is restaurants with food sales requirements, as opposed to some of our neighboring
320 jurisdictions.

321 City Attorney Winston Denmark said Hapeville has a far more elaborate scheme for
322 allowing alcohol sales in their jurisdiction. They have a Bed & Breakfast, requirement
323 for Growlers and micro breweries, all of which are defined and varying approaches to the
324 food sales requirement. A brewery in Hapeville only requires 40 percent foods sales.
325 College Park doesn't allow that. Hapeville also allows art galleries which aren't even
326 required to have food sales at all. You have far more categories in Hapeville than we do
327 in College Park. And the food sales requirement is not existing at all or less than what
328 we allow for restaurants.

329

330 City Attorney Winston Denmark said looking at East Point, it takes it even further than
331 Hapeville. They allow bars which we don't in College Park. The only requirement for a
332 bar in East Point is that they must make food sales available to patrons. So, there is not
333 even a percentage of gross receipts that is tethered to the alcohol requirement.

334

335 City Attorney Winston Denmark said like Hapeville, East Point allows a brew pub and
336 night clubs where food sales are not required. And the principal business of a night club
337 in East Point must have entertainment as their principal business, and alcohol must be
338 incidental there too. There is no objective percentage requirement, in terms of food sales
339 as it relates to night clubs or bars in East Point. They even have tasting rooms where
340 there are no food sale requirements. Museums and botanical gardens allowed, and other
341 uses where alcohol is allowed, either for sale, or, if it is not allowed to be sold, they can
342 certainly serve alcohol with no food sales requirements.

343

344 City Attorney Winston Denmark said we also looked at Atlanta. I could not find a single
345 requirement for a percentage of gross revenues being linked to food sales in Atlanta.
346 They have several different categories from government centers to performing art
347 theaters to open-air cafes and nightclubs, but none of them have an objective
348 requirement, in terms of food sales being a certain percentage of their gross revenues.

349

350 City Attorney Winston Denmark said it is my hope that this chart I provided will give
351 some further context, in terms of what other communities are doing and will allow the
352 Mayor & Council to determine, what, if anything, the City of College Park would like to
353 do, in terms of its revisiting of its alcohol requirements.

354

355 Mayor Motley Broom said I found it helpful in terms of comparing where we are in
356 relation to our neighbors. It looked to me like East Point took a lot from Atlanta. The
357 Zoological Park and such, it looked like it was fairly cut and pasted from the City of
358 Atlanta. I am curious to know what the Body is thinking after reviewing this
359 information.

360

361 Councilman Clay said I thought they did an excellent job of summarizing the
362 comparison. I had been talking about something slightly different, a top-down approach
363 rather than a bottom-up approach. But this did an excellent job of showing us what the
364 latitude is. I worry about Six West. College Park conceivably could implement all of
365 these. We can take a consolidation of everything, all the uses, that East Point, Hapeville,
366 and Atlanta are doing and say, we can have that in College Park and that and that and

367 that, and go through the whole list. And we can make a case, well, Hapeville has this,
368 and East Point has that, and Atlanta has that, so if we want to be competitive with them,
369 we need all those things. I'm not sure that is a good idea.

370

371 Councilman Clay said another thing that concerns me is that historically, and I'm
372 probably - - Well, a couple of us on Council have lived through this. We have had issues
373 with some organizations, some businesses in the Old National/Godby Road area that
374 turned out to just be constantly in violation of our regulations. And it became very
375 difficult for the Police Department to manage a situation there.

376

377 Councilman Clay said we have said we don't have nightclubs. We don't want nightclubs.
378 I don't think people want bars. But there are more and more incidences of problems
379 being created by some kind of establishments that sells liquor. So, I don't know how we
380 apply an Occam's Razor to that kind of thing. I think we could start by saying what don't
381 we want.

382

383 Mayor Motley Broom said right. And we agreed we don't want bars. I have not heard
384 anyone putting forth an argument for either one of those categories. Largely, what we
385 have been discussing are businesses, now brew pubs and breweries, but we have been
386 largely talking about businesses for whom alcohol sales would be an ancillary portion of
387 said business.

388

389 Mayor Motley Broom said I saw that Alpharetta had something for a cigar bar, which I
390 highlighted because we have a new cigar bar. As of right now, they cannot sell alcohol,
391 unless they were to choose to turn into a restaurant as well. And I know that we have had
392 interest in Six West from businesses presumably that would be doing that, that would
393 want to serve alcohol as an ancillary part of their business. I think it helps us to get ahead
394 of this. I can think of 2 businesses right now that we have had discussions about that
395 probably would not meet that 51 percent criteria. But most people would expect to go
396 there for a particular service and also have a drink.

397

398 Mayor Motley Broom said I think it would behoove us to really dive deep into this. And
399 I know it is not all going to happen tonight, but to think broadly about how we lay the
400 framework for this so that we are getting ahead of this, as opposed to having people come
401 to us and say, we've got this business. We are kind of behind right now. People say, we
402 want to be able to operate in College Park and can't do it here.

403

404 Mayor Motley Broom said I agree with you, Councilman Clay, that it is not necessarily
405 anything and everything that our neighbors are doing. It doesn't mean that it is going to
406 be a right fit for us, but I think there is space, especially seeing what other people are
407 doing, to knock out the things that we don't want to do. Bars and nightclubs, that is a no
408 go. But I think there are other spaces in which we could probably have some discussions.
409 The Beer Girl, Growlers & Bottleshop in Hapeville thought about coming here. We
410 don't have space for one right now in our current ordinance. Is that something we want
411 to change? That is just one particular item. Are there other types of businesses that we
412 are not interested in?

413 Councilman Clay said a bowling alley, do we want a bowling alley to be able to sell
414 alcohol? We don't have one in College Park. I like bowling alleys. I don't know why
415 we wouldn't allow one to sell beer or something along that nature. The problem is there
416 are businesses that we can't even imagine. I would not have thought of a dog park
417 wanting to sell alcohol, but fine. That is why I talked about a top-down approach.

418
419 Councilman Clay said let me just throw something out. Alcohol as an ancillary service,
420 whatever the business is, selling aircraft parts. If alcohol were an ancillary service, what
421 percentage would be the maximum percentage that we would allow it to be of revenue?
422 We don't want to be snookered by, well, I'm selling aircraft parts, but we are a bar. We
423 don't want bars. Maybe we have a Class 1 ancillary business, a business that has 80
424 percent of its revenue coming from something else, and 20 percent of it comes from
425 alcohol. A Class 2 ancillary business, a restaurant would fit in. But, if it is a Class 2,
426 then you can have 30 percent of its business coming from alcohol. You see where I am
427 going with that? And that way we are not limiting ourselves to imagining all the possible
428 businesses.

429
430 Mayor Motley Broom said right.

431
432 Councilman Allen said you could take that a little further and say, do you want to say
433 beer and wine at some locations and not hard liquor?

434
435 Mayor Motley Broom said that is a part of the conversation too.

436
437 Councilman Allen said a dog park, beer and wine is one thing; and hard liquor, that
438 would be another. I wouldn't want hard liquor considered, but that is just me.

439
440 Councilman Clay said I think that is a way to think about it. Percentage of primary
441 business, percentage of alcoholic content.

442
443 Mayor Motley Broom said my guess is that if we are interested, the Class 1/Class 2, I like
444 that for most businesses. If the function of a business is to manufacture alcohol, it will
445 probably be in a different class.

446
447 Councilman Clay said the Urban Farm makes wine.

448
449 Mayor Motley Broom said yes. Mr. Denmark, in terms of drafting something along those
450 lines, sort of a tier, tell us what you would need from us, in terms of trying to come up
451 with something?

452
453 City Attorney Winston Denmark said if we are going with the multi-class approach, I
454 think that is very workable. And to Councilman Clay's point, it doesn't cause you to
455 have to task your imagination on the businesses that there might be. We have ancillary
456 uses; I get that piece. But the parts I didn't follow quite so well, as if it is creating
457 alcohol as their primary use, like a brewery or a winery, is that a different category? And
458 if so, would they have more lax requirements? I'm not following that piece.

459 Councilman Clay said it is regulated differently for one thing. If you buy your alcohol
460 from someone else, we can have a way of auditing it. If you make your own alcohol,
461 then you have to keep track of how much hops they buy, yeast, et cetera, et cetera, that
462 goes into alcohol.

463

464 Mayor Motley Broom said I didn't drill down super specifically on the micro breweries
465 or the brewery regulations in cities. But perhaps we can get some guidance from what
466 other cities have done in that regard.

467

468 Councilman Clay said again, Mayor, you can address it by alcoholic content. I don't
469 have a problem with a brewery or a farm making wine. I think we have missed
470 opportunities. And I certainly support doing that. We just need to think about how we
471 can categorize this thing in ways that you can compartmentalize and not constantly
472 having to review everybody that comes along.

473

474 Councilman Allen said if I had a childcare business, and I wanted to have beer and wine
475 for people stopping by, we wouldn't approve that. You would want a district that keeps it
476 out of certain neighborhoods or areas.

477

478 Mayor Motley Broom said we wouldn't necessarily pop up a brewery in the middle of a
479 residential district; is that what you are saying? We can all get behind that.

480

481 Councilman Allen asked, what if somebody wants to start a brewery in their garage?

482

483 Mayor Motley Broom said that is not going to work.

484

485 Councilman Clay said make a list of the businesses that are ancillary or not, alcoholic
486 content, food sales, age limit, there is probably about 8 to 12 variables you could list in a
487 chart. You put an X in the box. Will we allow alcoholic content of 100 proof? No.
488 Okay, good. You see where I am going with that.

489

490 Councilman Gay said I think also that the current people that serve alcohol should be a
491 part of the conversation because, to me, it affects their business as well because they have
492 different restrictions. So, if this restriction is different for the other people, we have to
493 make sure that it has to be served by a bartender or someone with a liquor license, or a
494 pouring license. They need to be part of the conversations already.

495

496 Councilman Clay said I would add those to that list of factors.

497

498 Mayor Motley Broom said you are absolutely right.

499

500 Councilman Gay said it might be impeding on their sales. You don't want a kid getting
501 alcohol from someone else's kid and saying that College Park said it was legal.

502

503 Mayor Motley Broom said we definitely don't want that. We need to continue that
504 conversation and see if we can get some draft ideas around it as we work to craft
505 something that makes sense for not only where we have been, but where we are going.

506
507 Mayor Motley Broom declared the Workshop Session adjourned at 7:29 p.m.

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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8868

DATE: May 31, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Special Called Meeting Minutes dated May 6, 2021

See attached Special Called Minutes dated May 6, 2021.

Thank you.

ATTACHMENTS:

- SC Budget Meeting 050621 (DOC)

Review:

- Gabrielle Thornton Completed 05/21/2021 2:11 PM
- Rosyline Robinson Completed 06/01/2021 2:49 PM
- Mercedes Miller Completed 06/01/2021 3:42 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

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**CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
SPECIAL CALLED BUDGET SESSION
MAY 6, 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; City Clerk Shavala Moore.

Staff: All Applicable Departments.

Absent: None.

FY-2021-2022 RECOMMENDED BUDGET OVERVIEW

Mayor Motley Broom said welcome to our Special Called Meeting in regard to our budget process. We have a quorum with Councilmembers Allen, Taylor, and Gay present. It is 6:32 p.m. I’m calling the meeting to order. I’m Mayor Bianca Motley Broom. Welcome to the discussion. I will turn it over to our Interim City Manager Mercedes Miller and our Finance Director Althea Philord-Bradley to walk us through some of the considerations that we are going to undertake this evening.

SALARY ADJUSTMENT CONSIDERATIONS:

Interim City Manager Mercedes Miller said thank you all for scheduling this Special Called Meeting. Since we have gotten through the budget process, we wanted to bring back some salary adjustment considerations. I will turn it over to Ms. Althea Bradley, and she will talk you through the presentation.

Director of Finance & Accounting Althea Philord-Bradley gave a power point presentation on salary adjustment considerations as follows: At the April 15, 2021 Budget Workshop Meeting, there were additional requests by the Fire Chief. This is just a recap and follow up from the last meeting. During that meeting, the Fire Chief requested an Inspector position. Since there are 11 vacancies, one of those positions has been reclass to the Inspector position. There was no net increase in the overall cost.

Director of Finance & Accounting Althea Philord-Bradley said the second request was to restore 2 frozen positions. Council agreed that the 2 positions would be restored without funding and that the Fire Chief would come back before Mayor & Council to seek approval, if all the other funded positions are filled.

Director of Finance & Accounting Althea Philord-Bradley said the recommendation is that the funding doesn’t go into effect until January 1, 2022. And the potential exposure

47 of funding those 2 vacant positions would be between \$120,000.00 and \$150,000.00
48 depending on what the salary is.

49

50 Mayor Motley Broom said so, if we did hold until January 1, 2022, would we be having
51 that discussion at the first meeting in December or the second to the last meeting in
52 November? When would you anticipate that we would be making those determinations?

53

54 Interim City Manager Mercedes Miller said the first meeting in January.

55

56 Councilman Gay said Councilman Clay needs the link to the meeting.

57

58 Director of Finance & Accounting Althea Philord-Bradley said he is on my line now. I
59 will go ahead and forward that to him.

60

61 Director of Finance & Accounting Althea Philord-Bradley said I have a caller, but I can't
62 move them over. Let me share my screen again.

63

64 Director of Finance & Accounting Althea Philord-Bradley asked, any other questions on
65 this slide?

66

67 There were no further questions.

68

69 Director of Finance & Accounting Althea Philord-Bradley said on the next slide is a
70 request for a COLA (Cost of Living Adjustment) of 2.5 percent for all City Employees
71 that do not fall in any of the other below categories.

72

73 Director of Finance & Accounting Althea Philord-Bradley said the next consideration is
74 to bring all full-time employees up to the \$15.00 hourly rate.

75

76 Director of Finance & Accounting Althea Philord-Bradley said the third consideration is
77 to compensate the department directors based on their annual evaluation, which falls on
78 their anniversary start date. This will be contingent upon their performance evaluation; 3
79 to 5 percent or none at all.

80

81 Director of Finance & Accounting Althea Philord-Bradley said the total cost of the
82 considerations is \$604,562.00.

83

84 Mayor Motley Broom asked, where would that money come from?

85

86 Director of Finance & Accounting Althea Philord-Bradley said I'm getting there.

87

88 Mayor Motley Broom said okay.

89

90 Director of Finance & Accounting Althea Philord-Bradley said the next consideration is a
91 one-time bonus for the Police Department. That cost is \$84,203.50.

92

93 Councilman Allen asked, are any other cities giving bonuses?

94

95 Director of Finance & Accounting Althea Philord-Bradley said yes, the City of Atlanta is
96 \$2,000.00 or \$2,500.00.

97

98 Mayor Motley Broom asked, across the board?

99

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

101

102 Councilman Allen asked, is East Point and Hapeville giving raises?

103

104 Director of Finance & Accounting Althea Philord-Bradley said I'm not sure, but I do
105 know Atlanta is.

106

107 Interim City Manager Mercedes Miller said other cities have other additions that we
108 don't have.

109

110 Mayor Motley Broom said and the starting pay for them is higher.

111

112 Director of Finance & Accounting Althea Philord-Bradley said and how we will pay for
113 it is on the next slide. We are recommending additional funds be transferred over to the
114 General Fund to finance the adjustments from the Hotel/Motel Tax Fund. The
115 Hotel/Motel Tax Fund for FY2021-2022 recommended budget has a contingency of
116 \$2,247,341.00. During the first 5 months of the new fiscal year, we would monitor the
117 receipts received from the hotel/motel tax to determine whether or not our projections are
118 falling in line with our estimate of \$8.4 million for the year.

119

120 **(Councilman Clay joined the Zoom Meeting)**

121

122 Director of Finance & Accounting Althea Philord-Bradley said if the projections are
123 trending upward, we would come back before Council at the first meeting in December
124 and recommend that the listed adjustments be implemented as of January 1, 2022. And
125 the 6-month's cost for the adjustments, as far as the 2.5 percent and the increase in the
126 employees up to \$15.00 an hour, the total cost of that, as well as the department director's
127 compensation, that total cost will be \$302,281.00 for the final 6 months of FY2022. The
128 Police Department one-time bonus will be \$84,204.00. The overall total cost of
129 adjustments, which we will see in 2023, which will be a full-year's cost, is \$604,562.00.
130 Any questions on this slide?

131

132 There were no questions.

133

134 Director of Finance & Accounting Althea Philord-Bradley said I will turn it back over to
135 Mercedes for further discussion.

136

137 Interim City Manager Mercedes Miller said we know that we have financial challenges
138 with the budget for 2021-2022. That is why we would like to make the adjustment

139 midyear so we will be paying for half a year as opposed to a whole year. We are seeking
140 approval from Mayor & Council to move forward with these actions.

141

142 Councilman Clay asked, why couldn't we make a couple of the adjustments July 1, 2021.
143 For example, the Police Department one-time bonus. And there was another one Althea
144 that I mentioned to you in here, the \$15.00 an hour, and the police bonus we could give
145 July 1, 2021, and the rest of it we wait and see how well things go. I think we are going
146 to have a really good comeback. I am very optimistic now, but things can happen.

147

148 Councilman Clay said if we have a virus variant that comes out, it could set everything
149 back. We may have to give people a new shot that would cater to the variant. But our
150 emergency responders and some of the people that are at a really low-income level that
151 have been struggling, I am inclined to do that July 1, 2021. Just my thought.

152

153 Mayor Motley Broom said I concur with you Councilman Clay, but the only question I
154 have is adjusting those employees who fall below the \$15.00 an hour mark. What does
155 that do in terms of compression for employees that are just over that mark?

156

157 Councilman Clay said it is going to create compression; no question about it.

158

159 Mayor Motley Broom asked, have we taken a look at the ripple effects?

160

161 Councilman Clay said the ripple effect wouldn't get taken care of now. It might not get
162 taken care of until the next budget. In other words, it is what it is. You can't solve every
163 problem at the same time. And we have been gradually trying to clean up our
164 compression issues in a number of areas over the last several years. And every time you
165 do it, it creates a ripple effect. But I'm trying to get to the people that need help right
166 now. And the people that have been on the line for us in the first responder areas.

167

168 Mayor Motley Broom said I wholeheartedly agree with you, but I also don't want to set
169 us up for a situation where someone is making a dollar less than their supervisor or
170 something like that. Have we taken a look at it in terms of tiers? Will this compress
171 people to the point where they are effectively getting paid the same for substantively
172 more work?

173

174 Councilman Clay said very well may. And that's life for 6 months or a year. We have
175 had that problem before. In a normal world, you wouldn't want to do this. Given the
176 circumstances, that is where I am coming from. I am only one vote.

177

178 Mayor Motley Broom asked City Manager, have you taken a look at this?

179

180 Interim City Manager Mercedes Miller said yes. We started with anyone that was below
181 \$14.46. And we have offered some incentive to the Public Works Department, that if
182 anyone gets certified, we are automatically giving them a dollar increase for any
183 certification that they go out and get to benefit the City, whether it's a water certification
184 or City, or trash. So, we have other incentives that we have offered them as well.

185 Mayor Motley Broom asked, do you have a sense of how acute the issue would be with
186 bringing everyone up to \$15.00 an hour?

187

188 Interim City Manager Mercedes Miller said Ms. Bradley, do you have the numbers?
189 From our understanding, it wouldn't put anybody right on top of their supervisor. It
190 would put them close, and that is why we have the 2.4 percent to go in after.

191

192 Mayor Motley Broom asked, what are the thoughts of the rest of the Body?

193

194 Councilman Allen said I don't have any problems either way. I think it is going to come
195 back. I think the key is looking at everything quarterly or even in more to watch and see
196 what happens. I think that is the key. Hotel/motel is coming back a lot faster. The rental
197 car kind of concerns me a little bit. But I've got no problems with it. I don't know what
198 it could do July 1, 2021.

199

200 Interim City Manager Mercedes Miller said a couple of years ago, we moved all part-
201 time people to a minimum of \$15.00 an hour. So, it is bringing the full-time people up to
202 where the part-time people already were.

203

204 Mayor Motley Broom said okay.

205

206 Councilman Taylor said I definitely agree that we should do it, but I was thinking about
207 the Fire Department, because we owe them from the last time that we didn't give the
208 raise.

209

210 Mayor Motley Broom said that is already factored in.

211

212 Councilman Taylor asked, which one are we going to do first?

213

214 Mayor Motley Broom said the Fire Department raises are already factored into the
215 budget.

216

217 Councilman Taylor said and Public Safety and Public Works, we have to find a way to
218 make sure we can get this done July 1.

219

220 Councilman Gay said I think we should prioritize some of them June 1 and look at it in
221 July on the other ones.

222

223 Mayor Motley Broom asked, you mean January?

224

225 Councilman Gay said yes, January.

226

227 Mayor Motley Broom asked, do you agree with the priority of getting everyone to \$15.00
228 an hour and the police bonus for July 1?

229

230 Councilman Gay said yes.

231 Mayor Motley Broom said I think there is a consensus on those 2 issues, and then we will
232 reexamine the rest of it at midyear.

233
234 It was the consensus of Mayor & Council to address getting the employees up to \$15.00
235 an hour and to give the police bonus July 1 and reexamining the rest of the considerations
236 at midyear.

237
238 Interim City Manager Mercedes Miller said thank you.

239
240 Councilman Allen said I think we will have a good idea before then.

241
242 Councilman Clay said I do too.

243
244 Mayor Motley Broom said I don't know if the information that we have for the first
245 several months of the year has given us an idea of trends, but I think that will get clearer
246 as time goes on.

247
248 Councilman Clay said we don't want to underestimate the crisis in India right now. We
249 have stopped immigration or visitation. But if you have a whole pool of a gazillion
250 people that are sick with the virus, every person is a new opportunity for a mutation of
251 the virus to occur in that person. So, the number of people you can squeeze down that
252 don't have the virus, is going to make a big difference. And right now we have a huge
253 pool in India and some other places that could spawn and create a virus. The virus could
254 come around the world aga. I am very optimistic, but that's why we're making a good
255 decision to do, not only a humanitarian thing, but to help out the rest of the world to get
256 their virus under control. It could still go sour. I'm paranoid, but I'm very optimistic.

257
258 Mayor Motley Broom said you were right from the get-go when we first started talking
259 about COVID. It warms my heart that you're optimistic. I am as well. We have turned a
260 corner, and we are going to see people being more confident about getting back out into
261 the economy and strengthening all the things we rely upon as a city.

262
263 Councilman Gay said I thought that we should give our public condolences to our former
264 Councilman Tracey Wyatt. I saw the email that his mother passed.

265
266 Councilmen Allen and Clay agreed.

267
268 Interim City Manager Mercedes Miller asked, do we have to vote?

269
270 Mayor Motley Broom said no. We have to adopt the whole budget.

271
272 Interim City Manager Mercedes Miller said thank you all very, very much.

273
274 Mayor Motley Broom said thank you.

275
276 Councilman Allen said thank you Althea and your team.

277 Mayor Motley Broom said have a good evening everybody.
 278
 279 Councilman Clay said good night all.
 280
 281 Mayor Motley Broom declared the Special Called Budget Session adjourned at 6:52 p.m.
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

292
293
294
295
296
297
298
299
300 **ATTEST:**

301
302
303
304

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: 8885

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager.

FROM: Wanda Anderson, Executive Assistant

RE: Proclamation Presentation - Ensign Briana Willis

Proclamations, Plaques and Announcements

Council Meeting Date:

Monday, June 7, 2021

Presented by:

Mayor Bianca Motley Broom

Summary:

The City of College Park proudly recognizes Ensign Briana Willis, a College Park native for her extraordinary academic and professional achievements as a graduate and commissioned officer of the United States Coast Guard Academy. Ensign Willis has been assigned to the USCGC Northland in Portsmouth Virginia.

Supporting Documents: See attached Proclamation.

ATTACHMENTS:

- Updated Ensign Briana Willis Proclamation (DOCX)

Review:

- Wanda Anderson Completed 06/01/2021 2:00 PM
- Rosyline Robinson Completed 06/01/2021 3:04 PM
- Mercedes Miller Completed 06/01/2021 3:42 PM

- Mayor & City Council Pending 06/07/2021 7:30 PM



City of College Park
Proclamation
Ensign Briana Alexis Willis

WHEREAS: The Mayor and Council of the City of College Park recognizes the graduation and commissioning of Ensign Briana Alexis Willis and her accomplishments at the United States Coast Guard Academy; and

WHEREAS: Ensign Willis completed four years of intensive academic, physical and leadership training, resulting in a Bachelor of Science in Management. Following graduation Ensign Willis has been assigned to USCGC NORTHLAND in Portsmouth, Virginia; and

WHEREAS: Ensign Willis was tendered an appointment in the United States Coast Guard on April 26, 2017. She graduated and became a Commissioned officer on May 19, 2021. During her training she received the prestigious RADM Ned W. Sprow Award given to a cadet who has overcome, persevered, and shown commitment to achieve; and

WHEREAS: Ensign Willis also received the Gold Star academic recognition for maintaining a 3.1 GPA for four consecutive semesters. She also earned a Bronze Star for her exceptional score on the Physical Fitness Exam; and

WHEREAS: Ensign Willis was one of only two African American women out of 240 cadets in the graduating Class of 2021; and

WHEREAS: Ensign Willis was presented her commission by the Commander and Chief of the United States of America, President Joseph R. Biden and her brother 2017 graduate of the United States Naval Academy LT. Rex Willis, Jr. at the 140th Commencement Ceremony of the United States Coast Guard Academy.

NOW, THEREFORE BE IT PROCLAIMED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK RECOGNIZES

Ensign Briana Alexis Willis
For her outstanding accomplishments in the
United States Coast Guard Academy

PROCLAIMED THIS 7th DAY OF JUNE 2021.

ATTEST:

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

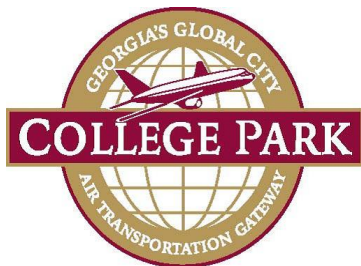
Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8905

DATE: June 2, 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: Introduction of New Employees

The introduction of new employees is an opportunity to show new employees that the City values them and their expected contributions to their respective department and the City's success. Additionally, it helps employees build a sense of security in their value to the City, motivating them to continue outstanding work.

ATTACHMENTS:

- 2021 New Hires Q3 (PPTX)

Review:

- Dwight L. Baker Completed 06/02/2021 3:28 PM
- Rosyline Robinson Completed 06/02/2021 3:32 PM
- Mercedes Miller Completed 06/02/2021 3:33 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

2021 NEW HIRES

CITY OF COLLEGE PARK, OFFICE OF HUMAN RESOURCES





Robin Polk
Jailer



Junior Cline
Electrical Line Worker



Vidhi Gadhavi
Project Engineer



Rudy Davis
Police Recruit



John Welles III
Police Recruit

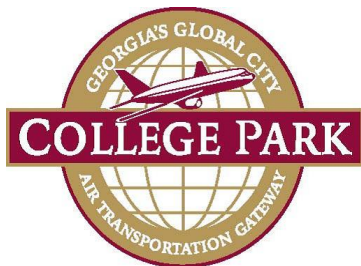


Kimberly Holmes
EDP Clerk



Tammie Jackson
Accountant





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8901

DATE: June 2, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

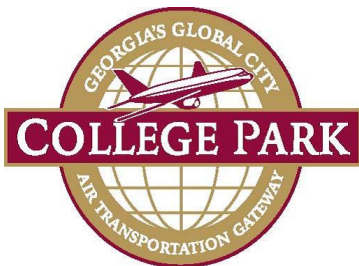
FROM: Wade Elmore, Fire Chief

RE: COVID-19 Update

A representative from the Fulton County Board of Health Department will provide Mayor and Council with a COVID-19 update on the number of cases in our State, Fulton County and College Park. They will also provide an update on the COVID-19 vaccinations.

Review:

- Wade Elmore Completed 06/02/2021 12:20 PM
- Rosyline Robinson Completed 06/02/2021 12:28 PM
- Dwight L. Baker Completed 06/02/2021 2:13 PM
- Mercedes Miller Completed 06/02/2021 2:30 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8871

DATE: June 2, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	4/21	4/28	5/5	5/12
Charlestown	2228	2654	2237	2303
W. Fayette	3012	2800	3028	2964
Princeton	3179	2963	3154	3177
Total	8419	8417	8419	8444

Electric Meters:: 8444
 Water Meters: 3092
 Total Meters & Endpoints: 11,536

System is still communicating 98+%.

Other Updates:

- 16 customers have been contacted about water leaks in May.
- KWH sales difference during the pandemic:

March 2020	-7.1%
April	-17.1%
May	-21.8%
June	-12.0%
July	5.4%
Aug.	-7.9%
Sep.	-16.1%
Oct.	-8.1%
Nov.	-11.7%
Dec.	4.6%
Jan.	1.2%

Feb.	.3%
Mar.	3.6%
Apr.	18.4%
May	14.8%

(Above as compared to the same month 12 months previous and without Data Center sales.)

ATTACHMENTS:

- AMI Project Update June 2021 (PDF)

Review:

- Hugh Richardson Completed 06/02/2021 11:56 AM
- Rosylene Robinson Completed 06/02/2021 1:22 PM
- Mercedes Miller Completed 06/02/2021 2:30 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



Water Meter Endpoint Replacement

Schedule:

250 – in July

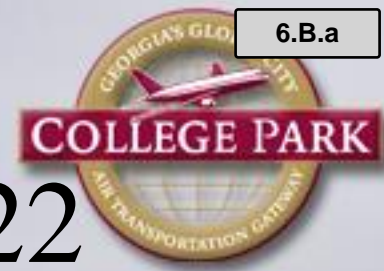
350-500 – per month until completed

The meter team will utilize a mass file transfer software to Northstar using an app to scan the endpoint bar codes and upload the information automatically.



Endpoint & IR Communication Device

The new endpoints provide 2 reads per day and have a 20 year battery life. Water usage is broken down in 15-minutes intervals.



Power Projects for 2021-2022

- On-Call Center Assistance – receive overflow of calls during the day for Power and Customer Service plus after 5 p.m. and weekends.
- Outage Management System – software that records power outages and displays them on a system map.



Power Projects for 2021-2022

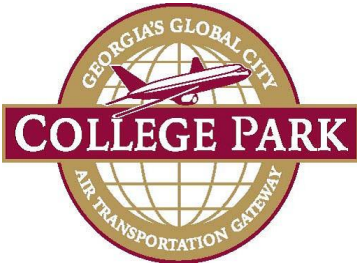
- Distribution Automation – automatic switches located on the power lines to help isolate damages and restore power to some customers via another feed.
- EV Charging Stations – (2) dual stations to be located at the Global Gateway Arena.
- Increased Street & Park Lighting – adding LED lighting to existing poles and new poles in the parks.



Other Updates

- 16 Customers contacted about water leaks
- KWH sales difference from pandemic:

	All Customers	W/O Data Center
March 2020	-1.5%	-7.1%
April	-9.5%	-17.1%
May	-16.7%	-21.8%
June	-5.6%	-12.0%
July	2.3%	-5.4%
August	-2.4%	-7.9%
September	-10.9%	-16.1%
October	-3.7%	-8.1%
November	2.2%	-11.7%
December	10.5%	4.5%
January	3.6%	1.2%
February	9.9%	.3%
March 2021	20.1%	3.6%
April	34.0%	18.4%
May	30.5%	14.8%



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8859

DATE: June 2, 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 May 11, 2021, the City has collected 96% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: June 7, 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 05202021 (PDF)
- Top Ten Delinq Property Tax Accounts 05202021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 06/02/2021 12:10 AM
- Rosyline Robinson Completed 06/02/2021 9:49 AM
- Mercedes Miller Completed 06/02/2021 9:59 AM
- Mayor & City Council Pending 06/07/2021 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of May 20, 2021**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 123,469.83	Fulton - Real & Personal	Official Bankruptcy claim. 5/20/21 Still reaching out to Debtor in Possession to get payment/release of payment status	2020
Y	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 89,224.78	Clayton - Real & Personal	5/6/21 Spoke to GM today. Owner to decide on 4 payments of \$22.5K or 3 payments of \$30K to payoff in August.	2020
	ExpressJet	0 Candler Way		\$ 72,596.52	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	\$ 58,722.29	Clayton - Real & Personal	5/20/21 Spoke to Property Owner at length today - He refinanced and has a new lender. He's preparing to pay but it will be in a few months. I made him aware of upcoming charges for the past due balances	2020
Y	Alterman Alan E ET AL	2250 Camp Creek Pkwy	RaceTrac	\$ 23,565.53	Fulton - Real	5/20/21 Left a voicemail again today. Told previous contact, Director of Taxation, is not in directory of employees. Message was with Accounts Payable.	2020
Y	Logisticare Solutions	1640 Phoenix Blvd		\$ 11,890.98	Clayton - Personal	Logisticare now known as Modivcare Solutions - found a telephone # - will be call and reaching out to former contact for payment.	2020
Y	KKPD Properties LLC	Global Gateway Connector		\$ 8,567.63	Fulton - Real & GICC District	5/19/21 Identified Owner- faxed and re-sent statements to their professional offices	2020
Y	Woodward Estates	1791 Walker Ave		\$ 5,475.38	Fulton - Real	5/18/21 Spoke with Owners - payment to be rec'd week of May 24th	2020
Y	2514 W Point Ave LLC	2514 West Point Ave	aka ERT Holdings	\$ 4,466.28	Fulton - Real & Personal	5/18/21 Email contact with Owner - establishing payment to us	2020
Y	No Limits Community Development Corp	3581 Main St		\$ 4,134.99	Fulton - Real	5/20/21 - I have reached out to owner for payment status	2020
				<u>\$ 402,114.21</u>			

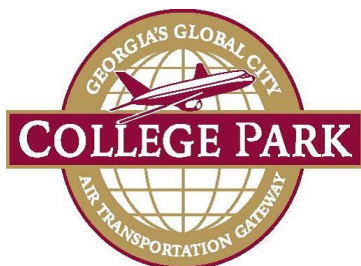
Represents Lien filed against account.

Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,949.52	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			11,962.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,966.63	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,165.69	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of May 20, 2021

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Pending	Hare Krishna Airport Hotel	1888 Sullivan Rd	Comfort Inn Atlanta Airport	\$ 16,247.07	Clayton - Personal (Special District	5/20/21 Confirmed with Accounting Mgr - we will not waive the late penalties. Mailing out statements again	2019
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 2,062.92	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: 8860

DATE: June 2, 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: June 7, 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:

- CF Aging 060121 Redacted (DOCX)
- RF Aging 060121 Redacted (DOCX)
- CC Aging 060121 (DOCX)
- RC Aging 060121 Redacted (DOCX)
- Top Ten 06-01-2021 - redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 06/02/2021 12:35 PM
- Rosyline Robinson Completed 06/02/2021 1:22 PM
- Mercedes Miller Completed 06/02/2021 2:29 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

City of College Park

A / R A G I N G

06/01/2021 08:04:40

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
-----	-----	--------------	------------	---------	----------	----------	---------	-------	------------------------------	--------

Cycle: 8

				139676.43	54997.83	0.00	0.00	194674.26	05/24/2021	14091.28
--	--	--	--	-----------	----------	------	------	-----------	------------	----------

1 Subtotals for Cycle 008

				139676.43	54997.83	0.00	0.00	194674.26		
--	--	--	--	-----------	----------	------	------	-----------	--	--

Cycle: 15

				2047.04	1273.52	5434.92	0.00	8755.48	04/29/2021	773.52 O
				3840.20	2170.10	3445.68	6567.89	16023.87	04/23/2021	1670.10 O

2 Subtotals for Cycle 015

				5887.24	3443.62	8880.60	6567.89	24779.35		
--	--	--	--	---------	---------	---------	---------	----------	--	--

Cycle: 21

				68.00	34.00	34.00	1044.10	1180.10	05/03/2021	50.00 O
				745.32	372.66	372.66	0.00	1490.64	04/15/2021	372.66 T

2 Subtotals for Cycle 021

				813.32	406.66	406.66	1044.10	2670.74		
--	--	--	--	--------	--------	--------	---------	---------	--	--

5 Grand Totals

				146376.99	58848.11	9287.26	7611.99	222124.35		
--	--	--	--	-----------	----------	---------	---------	-----------	--	--

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CF' AND end_date IS NULL)

City of College Park

A / R A G I N G

06/01/2021 08:05:25

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
				511.94	543.27	210.41	0.00	1265.62	03/24/2021	200.00	T
				464.87	161.87	573.25	386.95	1586.94	05/24/2021	200.00	T
				782.71	256.81	276.04	744.73	2060.29	04/30/2021	500.00	
				118.09	137.89	214.77	872.26	1343.01	02/23/2021	150.00	T
				2130.97	794.80	68.62	108.32	3102.71	02/15/2021	100.00	

5 Subtotals for Cycle 001

4008.58	1894.64	1343.09	2112.26	9358.57
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Cycle: 8

231.89	115.45	182.68	2207.51	2737.53	09/16/2020	100.00	
710.86	287.16	106.20	0.00	1104.22			O
852.78	539.98	367.96	0.00	1760.72	04/08/2021	500.00	
325.41	491.18	1503.97	4.54	2325.10	05/04/2021	350.00	O
366.27	355.60	464.96	653.07	1839.90	05/13/2021	110.00	T
373.01	197.91	378.82	51.74	1001.48	04/27/2021	250.00	
682.65	547.33	212.11	0.00	1442.09	05/05/2021	400.00	T
45.88	178.12	340.24	481.53	1045.77	02/26/2021	200.00	T

City of College Park

A / R A G I N G

06/01/2021 08:05:30

Page: 2

Cyc	Rte	Account Name	Home Phone	A / R A G I N G				--- Last Payment ---			
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount	
				415.36	233.03	351.49	1605.77	2605.65	04/08/2021	400.00	
				206.93	149.13	239.02	827.60	1422.68	05/04/2021	250.00	T
				316.24	153.34	180.01	691.91	1341.50	04/07/2021	250.00	T
				463.57	173.06	256.97	370.63	1264.23	05/11/2021	400.00	O
				861.26	771.47	321.30	1452.68	3406.71	04/26/2021	1000.00	T
13 Subtotals for Cycle 008				5852.11	4192.76	4905.73	8346.98	23297.58			
Cycle: 15											
				36.28	172.01	179.69	622.28	1010.26	02/22/2021	95.00	T
				236.80	351.42	454.36	234.58	1277.16	04/26/2021	60.00	T
				367.12	268.39	231.69	218.31	1085.51	03/17/2021	220.00	T
3 Subtotals for Cycle 015				640.20	791.82	865.74	1075.17	3372.93			
21 Grand Totals				10500.89	6879.22	7114.56	11534.41	36029.08			

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

06/01/2021 08:03:50

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
-----	-----	--------------	------------	------	----	-------	----	-------	----	------	----	-------	------------------------------	--------

Cycle 15

0 Subtotals for Cycle 015

0.00	0.00	0.00	0.00	0.00	0.00
------	------	------	------	------	------

0 Grand Totals

0.00	0.00	0.00	0.00	0.00
------	------	------	------	------

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CC' AND end_date IS NULL)

City of College Park

A / R A G I N G

06/01/2021 08:50:41

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 15										
015	0001			598.29	645.43	0.00	0.00	1243.72	04/19/2021	393.00 T
1 Subtotals for Cycle 015				598.29	645.43	0.00	0.00	1243.72		
1 Grand Totals				598.29	645.43	0.00	0.00	1243.72		

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											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
6/1/2021											
Prepared By Kymberli Johnson											
Business											
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			\$64,885.52	\$59,441.24	\$0.00	\$124,326.76	Yes	90days	Account is Active customer is making payments towards outstanding balance.
n/a	No	No			\$0.00	\$0.00	\$12,683.67	\$12,683.67	Yes	90days	Account is Active newly established Stormwater account. Last pymt was 05-28-21.
n/a	No	No			\$0.00	\$0.00	\$7,981.96	\$7,981.96	Yes	60days	Account is Active newly established Stormwater account. Last pymt has been made as of 04/29/21.
n/a	No	No			\$0.00	\$1,146.10	\$0.00	\$1,146.10	No	60days	Account is Active this is a temporary water meter account. Customer made a pymt on 05/03/21 for \$50.00
n/a	No	No			\$0.00	\$1,117.98	\$0.00	\$1,117.98	No	60days	Account is Active this is a temporary water meter account. Customer made a pymt on 04/15/21 for \$372.66
Apartments											
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
Residential											
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			\$1,914.44	\$863.10	\$311.38	\$3,088.92	Yes	90 days	Account is Active a reminder letter was sent on 04-19-21. Customer was recently recd. Cdbg grant for \$2,000.00.
No	No	No			\$351.00	\$2,607.80	\$88.24	\$3,047.04	No	90 days	Electric is disconnected reminder letter has been sent. Last pymt \$100.00 02/15/2021.
No	no	No			\$1,069.15	\$1,328.99	\$220.60	\$2,618.74	Yes	90 days	Account is Active a reminder letter was sent on 05-24-21. Customer made a pymt for 100.00 on 09-16-2020 customer is a Senior.
No	No	No			\$2,371.99	\$0.00	\$0.00	\$2,371.99	Yes	90 days	Account is Active a reminder letter was sent on 05-24-21.Last pymt of \$400.00 was made on 04-08-21. Senior customer.
No	No	No			\$0.00	\$1,590.47	\$132.36	\$1,722.83	Yes	90 days	Account is Active a reminder letter was sent on 05-24-21.Last pymt of \$450.00 was made on 05-28-21.
TOTALS					\$70,592.10	####	\$21,418.21	\$160,105.99			
		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: 8862

DATE: June 2, 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

As of June 1, 2021, the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant (Includes Phase 1 & Phase 2)

Total Amount of the Utility Assistance Grant Awarded To-Date: \$220,031.04

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 221
- **Total Number Overall Denied Applications to-date:** 230
- **Total Number of Applications Received including Customer Service Referrals as of June 1, 2021:** 482

II. Customer Service Referred Applicants

Since January 14, 2021, 55 customer service referred applicants have to applied for the Utility Assistance Grant and received a 2-week temporary reconnection of services while their application was being processed. This program will continue through Phase two of the application process.

Of the 56 participants assisted:

- 22 customers were existing applicants
- 34 were new applicants
- 44 applicants have been approved to date; 1 is Pending; 8 did not meet eligibility requirements.

III. College Park CARES Utility Assistance Grant- Phase II

The application process was reopened for Phase II as of April 9 , 2021 and originally closed on May 21, 2021. However, the deadline will be extended until the funds are exhausted.

Total Number of Phase II New Applications:	83	
Total Number of Phase II Approved:	35	
Total Number of Phase II Denied:	12	
Total Number of Phase II Pending:		36

IV. Guidelines & Procedure to Apply for Phase II College Park CARES Utility Assistance Grant

Please Note: 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 incurred a job or income loss due to COVID-19, will complete application and verification document submission by in-person appointments only. This will allow us to expedite the review process while providing on-site support to applicants as they fill out their documents.

Step one: The customer must complete a **Utility Assistance Grant Customer Contact Form** (available on the information table in Customer Service lobby) and submit it to the Receptionist desk.

Step two: Applicant will be contacted by grant coordinator or grant administrator via phone and email to be provided an appointment to come to City Hall to fill out an application and bring all required documents.

Applicants are still 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 billing address on the utility account .
- Self-Certification of Income
- Third Party Authorization and Waiver of Confidentiality

V. Ineligibility

Please remind customers of the grant guidelines which prohibit applicants who have previously applied for the College Park CARES Utility Assistance Grant, from re-applying regardless of their first application decision (*i.e., approval or denial*) Please help these previous applicants understand that this is not a new grant, but the same grant money for which their application has already been reviewed and determined ineligible.

Additionally, please note that all Clayton County residents are ineligible to apply. The following Clayton County addresses are the most common ineligible applicants:

- **Poplar Pointe Drive**
- **1951 South Hampton Road**
- **2301 Godby Road and up**
- **Hanover Street**
- **Sheldon Court**

ATTACHMENTS:

- Grant Progress Memo June 1, 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 06/02/2021 9:09 AM
- Rosyline Robinson Completed 06/02/2021 9:47 AM
- Jackson Myers Completed 06/02/2021 10:30 AM
- Mercedes Miller Completed 06/02/2021 12:26 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

June 1, 2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

From: Donnea N. Anderson, Grant Administrator, College Park CARES Utility Assistance

RE: College Park CARES Utility Assistance Grant Progress Status as of 06/01/2021

As of June 1, 2021, the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant
(Includes Phase 1 & Phase 2)

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Additionally, please note that all Clayton County residents are ineligible to apply. The following Clayton County addresses are the most common ineligible applicants:

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- **Sheldon Court**



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8888

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Spin the District Cycling Event

PURPOSE: Consideration of and action on a request from the Atlanta Airport District for approval to host a cycling race event, Spin the District, on Sunday, August 29, 2021 from 9:00 a.m. until 7:30 p.m. and related festivities in the Public Safety Complex parking lot. See attached e-mail dated May 25, 2021 from Suzanne Baugh CEO of Q&A Events with an event overview and a map of the race route.

REASON: Please see attached e-mail and Special Event Form detailing items requiring City Council approval in the following areas:

1. Signage
2. Public Safety Parking Lot
3. Area Parking Lots
4. Sanitation Needs
5. Power
6. Street Closure
7. Food Operations
8. Liquor Permit
9. Food Trucks

RECOMMENDATION: Mayor and City Council consideration of this request.

BACKGROUND: The Atlanta Airport District is requesting approval of the cycling event a part of a 1-day cycling event in the cities of East Point and Hapeville.

COST TO CITY: None.

BUDGETED ITEM: N/A.

REVENUE TO CITY: None.

CITY COUNCIL HEARING DATE: June 7, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: Atlanta Airport District

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Police Department
Fire Department
Public Works Department
Power Department
Office of the City Clerk
Department of Economic Development

ATTACHMENTS:

- Spin the District Notarized Alcohol Permit (PDF)
- SpinTheDistrict-College-Park-Crit-Map (PNG)
- City of College Park 2021 Special Event Form v2- Spin The District (DOCX)

Review:

- Shavala Moore Completed 05/28/2021 11:40 AM
- Rosyline Robinson Completed 05/31/2021 6:18 PM
- Wade Elmore Completed 06/02/2021 11:36 AM
- Police Pending
- Hugh Richardson Pending
- City Clerk Completed 06/01/2021 12:06 PM
- Artie Jones Completed 06/02/2021 10:09 AM
- Mercedes Miller Completed 06/02/2021 2:35 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



City Clerk's Office
 3667 Main Street
 College Park, GA 30337
 O: (404) 669-3754 F: (404)669-3799
 mbrooks@collegeparkga.com

Off Premises/Special Events Permit Application

Required Documents:

- (1) Approval from College Park
- (2) Electronic application submittal to The Georgia Tax Center 10 days prior to start date of event www.dor.georgia.gov/special-event

Please complete below forms and return to the City Clerk's Office. The application will be considered at the first available City Council meeting. The Mayor and City Council meets the first and third Monday of every month at 7:30p.m. unless otherwise noted.

Applicant must request Special Event Permit 10 days prior to the start date of event. The City Clerk's Office will accept request with an earlier event start date but can make no guarantees that the Special Event Permit will be issued in time for the event.

Applicant and holder of the College Park Alcohol license are required to comply with all on-premise consumption regulations as set out in Chapter 3, Article 1 of the City of College Park, Code of Ordinances. Applicant and holder of the College Park Alcohol license must be in good standing with the City of College Park and all debts due and owing to the City must be paid prior to the issuance of any Special Events Permit. Both must be in compliance with all rules and regulations of the City of College Park, Code of Ordinances.

Section 1.

TO BE COMPLETED BY APPLICANT/EVENT ORGANIZER

Name of Applicant: ATL Airport District

Address: 2077 Convention Center Concourse; Ste. 260; College Park, GA 30337

Home Telephone # _____ Work# 404.334.7500

Cell # 770.231.2539 Best Contact to use: Cookie Smoak

E-mail address csmoak@atldistrict.com

Name of Location where event will be held: _____

Public Safety Parking Lot/ 3717 College St.; College Park, GA 30337

Type of Event: Bicycle Race & Family Festival

Address where event will be held: Various streets: See attached map

Section 2.

TO BE COMPLETED BY BUSINESS WITH COLLEGE PARK ALCOHOL LICENSE

Name of Business holding College Park Alcohol License: The Corner Grille, LLC

Address: 3823 Main St.; College Park, GA 30337

Contact Name: Annette Nabaa Phone # 404-767-1135

Please check the type of On-Premise Permit you are applying for:

- Beer/Wine
- Beer/Wine/Liquor

When will Special Event be held: Date: August 29, 2021

Time: Starting 8am Ending 8pm

State License Number? 0066240 Is State License in good standing? Yes No

I, Annette Nabaa, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of College Park Off-Premise/Special Event Permit for alcoholic beverages are true and correct and no false or fraudulent statements or answers are made herein to procure the granting of such permit. I understand that the issuance of a special events permit is a privilege. I understand that the City of College Park reserves the right to enforce any and all ordinances and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I am in receipt of the Alcohol Beverage Ordinance for the City of College Park. I can read the English language and I freely and voluntarily have completed this statement.

[Signature]
Applicant's Signature

ANNETTE NABAA
Print Name

05/21/2021
Date

I hereby certify that Annette Nabaa signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered by me, has sworn that said statements and answers are true and correct.

This 21 day of May, 2021

[Signature]
Notary Public Signature



City Clerk's Office
3667 Main Street
College Park, GA 30337
O: (404) 669-3754 F: (404)669-3799
mbrooks@collegetparkga.com



COLLEGE PARK CRITERIUM



Turn from McDonald St to Princeton Ave West. Left turn on Rhodes St. Followed by a left on Harvard Ave

Reserved Parking for Church

START/ FINISH

Parking for BARS and other biz on College
Police ingress/egress
extra support to manage safety soft closures

Fire Parking on Harvard



- Event Course/Area
- Parking
- Road Closure
- Detour Route
- Detour Signage



City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: ATL AIRPORT DISTRICT DESTINATION MARKETING ORGANIZATION

Event Title: SPIN THE DISTRICT

Type of Event: BICYCLE CRITERIUM RACE

Event Organizer's Contact Information: COOKIE SMOAK
Mailing Address: 2077 CONVENTION CENTER CONCOURSE; STE. 260
E-Mail Address: CSMOAK@ATLDISTRICT.COM
Contact Number: 404.334.7501

Designated City Staff Member: Shavala Moore, City Clerk
Department: Office of the City Clerk
E-Mail Address: smoore@collegetparkga.com
Contact Number: (404) 669-3754

Event Information:

Date: SUNDAY, August 29, 2021

Location of the Event: SEE ATTACHED MAP FOR STREET CLOSURES AND AREAS OF USE

Time: Start: 9AM End: 7:30PM

LOAD-IN OF FESTIVAL AREA IN CITY LOT (HARVARD & COLLEGE): 6AM; Road Barricade in place at 8:00am; Road Barricade Removed by 7:30pm; LOAD-OUT OF LOT: 9:00PM

Anticipated Attendance: Attendance is anticipated to be approximately 2,000 ppl.

Will the City of College Park incur any expenses? No - If yes, explain:

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer. There will be police coverage needed for road closures. The event organizer will work with the college park police department to determine the exact number of positions required. The event organizer will be responsible for covering the cost of those positions for the duration of the event/time of road closures.

What responsibilities will the Event Organizer assume? We will assume arranging for all event elements including race course needs, as well as any festival event elements such as power,

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

tents, sponsors, food trucks, beverage operations, etc. We will work with city department heads to facilitate any city services that are needed for the event.

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of: the event organizer will provide all marketing materials.

The Event Organizer is requesting that the City be responsible for providing:

- Approval to host the event on city streets and in requested parking areas
- Inclusion in city marketing outlets available to special events
- Banner placement beginning 3 weeks prior to event through event – locations include: over main street, over Virginia Ave., on Virginia Ave. Bridge, In front of City Hall, Digital Signage, Yard signs throughout city and other approved outdoor locations
- Street pole banner placement
- Use of the city parking lot from 6am to 9:30pm on Sunday, August 29th for festival activities, including food trucks and beverage operations. City to block off lot on Saturday night the 28th to prevent any vehicles from parking overnight.
- Placement of restrooms in lot on Friday, August 27th.
- Dumpster and Trash Cans for event
- Two – 60 amp power services (one by car charging stations and one by main power panel.
- Barricade for Public Safety Lot beginning on Saturday evening, August 29th.
- Fire Hydrant Water Tie-in on hydrant located closest to Princeton Ave/College St. in festival area with water meter provided
- Approval for alcohol sales via restaurant partner – The Corner Grille
- Assistance with communicating road blocks with MARTA in order to ensure that they reroute their buses.

What methods of advertising will be used? A full marketing plan will be developed and will include a wide range of marketing / promotion efforts such as digital and print media, flyers, posters, banners, palm cards, etc.

City mandated deadlines: All requested documentation must be submitted by.

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. A copy of insurance will be provided to the city once secured.

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

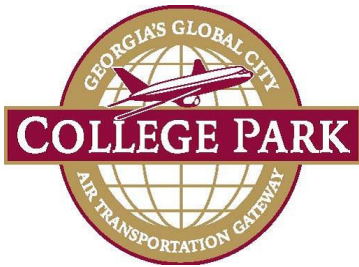
City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

ATL Airport District will provide flyers to local businesses and residents impacted by street closures that will include information about the event, route and street closure times. In addition, there will be marketing materials that will be distributed throughout the area to promote and bring awareness about the event.

Please include any other special needs:

In addition to the items included above, the event organizer would like to request a beer/wine pouring permit from the city. We will work with a local restaurateur to make use of their existing alcohol permit for the purposes of obtaining a permit for this event. In addition, we would like for the city to consider the event area as identified on the attached map to be the festival footprint allow attendees to have open containers of alcoholic beverages in and around this area. Event organizers will provide signage indicating where the festival area ends and noting that alcohol is not to be taken beyond those points. Finally, we would like the approval to bring in food trucks to operate our food sales. Once these vendors have been identified, we will communicate that info to the city.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8861

DATE: June 1, 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: Second Public Hearing Fiscal Year 2021-2022 Budget

PURPOSE: To receive public comments on the proposed fiscal year 2021-2022 budget.

REASON: Pursuant of Georgia Code, Section 36-815(e), the local government shall publish in a newspaper of general circulation in the local unit a statement advising the residents of the availability of the budget and also give notice of the time and place of the budget meeting (public hearing). The notice may be a displayed advertisement or news article, not displayed in the legal notices section of the paper, and shall be published at least one (1) week before the budget hearing. Said notice and statement appeared in the South Fulton Neighbor on May 5, 2021, May 12th, 2021, May 19th, 2021, & May 26th, 2021 to properly advise the residents that the public hearings will be held on Monday, May 17, 2021 and Monday, June 7, 2021 at 7:30 p.m.

RECOMMENDATION: After hearing public comments the City Manager requests that the Mayor and Council consider taking action on the fiscal year 2021-2022 Council Approved Budget.

BACKGROUND: Budget workshop sessions were held on March 29, 2021; April 1, 2021; April 12, 2021; April 14, 2021 & April 15, 201 to review each departmental budget. There was a special called budget meeting held on May 6, 2021, to discuss salary considerations. The Mayor and Council proposed for fiscal year 2021-2022 budget for the General Fund is \$32,473,296 and \$100,112,182 for all Enterprise and other funds respectively.

COST TO THE CITY: \$132,585,478

BUDGETED ITEM: Based on Mayor and Council action.

REVENUE TO CITY: \$132,585,478

CITY COUNCIL HEARING DATE: June 7, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: All City departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Mercedes Miller, Interim City Manager
Althea Philord-Bradley, Department of Finance & Accounting

ATTACHMENTS:

- Budget Resolution NO.2021-11 (PDF)

Review:

- Althea Philord-Bradley Completed 05/18/2021 12:07 PM
- Rosyline Robinson Completed 05/25/2021 11:01 AM
- Mercedes Miller Completed 06/01/2021 3:41 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

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

4
5 **RESOLUTION NO. 2021-11**
6

7 **A RESOLUTION ADOPTING THE CITY OF COLLEGE PARK FISCAL YEAR 2021-**
8 **2022 FINAL BUDGET AND SEVERAL ITEMS OF REVENUE ANTICIPATIONS,**
9 **APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS EXPENDITURES,**
10 **PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL**
11 **FUNDING AVAILABLE AND FOR OTHER LAWFUL PURPOSES.**
12

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

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

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

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

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

23 **WHEREAS**, the City Council wishes by this Resolution to adopt its Fiscal Year 2021-
24 2022 annual budget; and

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

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

29 **Section 1:**

30 a. **Adoption of Budget.** That the Final Fiscal Year 2021-2022 Budget, attached hereto and
31 incorporated herein as a part of this Resolution, is hereby adopted as the final budget for the
32 City of College Park, Georgia for the Fiscal Year 2021-2022, which begins July 1, 2021 and
33 ends June 30, 2022. A summary of the said budget is as follows:
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**City of College Park
Budget for Fiscal Year 2021-2022**

<u>Revenue:</u>	<u>Proposed Budget</u>
General Fund	\$ 32,473,296
Confiscated Drugs	10,000
State Drugs	121,400
E911	952,379
GICC Special District	410,050
Hospitality	11,242,732
TAD-Tax Allocation District	340,290
Car Rental	3,571,538
SPLOST	249,060
TSPLOST	2,268,247
Water and Sewer	9,038,468
Electric	39,507,401
Golf Course	492,363
Sanitation	3,204,400
FAA	3,306,000
BIDA	8,462,044
Convention Center	9,744,264
Gateway Arena	6,248,634
Storm Water	942,912
Total Revenues	\$ 132,585,478

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<u>Expenses:</u>	<u>Proposed Budget</u>
General Fund	\$ 32,473,296
Confiscated Drugs	10,000
State Drugs	121,400
E911	952,379
GICC Special District	410,050
Hospitality	11,242,732
TAD-Tax Allocation District	340,290
Car Rental	3,571,538
SPLOST	249,060
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Water and Sewer	9,038,468
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Sanitation	3,204,400
FAA	3,306,000
BIDA	8,462,044
Convention Center	9,744,264
Gateway Arena	6,248,634
Storm Water	942,912
Total Expenses	\$ 132,585,478

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b. Appropriation. That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Final Fiscal Year 2021-2022 Budget are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

c. Legal Level of Control. That the “legal level of control” as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to another within a department, but under no

52 circumstances may expenditures or expenses exceed the amount appropriated for a department
53 without a further budget amendment approved by the City Council.

54 *****

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

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

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

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

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

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

73 **SO RESOLVED,** this ____ day of _____, 2021.

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76 _____
77 Bianca Motley Broom, Mayor

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ATTEST

Shavala Moore, Acting City Clerk

APPROVED AS TO FORM

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8877

DATE: May 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Chick-fil-A Special Event Request Update to Mayor & Council

PURPOSE: Mayor and Councils consideration in authorizing the Economic Development Director Artie Jones, III to move forward with the next three months as agreed in the initial special event form application with Chick-fil-A owner to partner in this city sponsored event to facilitate a marketing study.

REASON: As approved in the initial special event form request at the March 1, 2021 council meeting, this is offered as an update on the program and a request to continue with the three next months of the project.

RECOMMENDATION: Requesting approval of the next three months to continue the study.

BACKGROUND: See attached documentation.

YEARS OF SERVICE: N/A

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: None currently but the goal is to have a free standing facility in the future within the city that should prove to be a large revenue generator.

CITY COUNCIL HEARING DATE: June 7, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: College Park Main Street Office, CPMSA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Artie Jones, III - Economic Development Director
Renee Coakley, Main Street Manager

ATTACHMENTS:

- City of College Park Special Event Form(PDF)
- Chik-fil-A Kiosk Program Update to Council 6-7-2021 (PDF)
- College Park presentation (PDF)

Review:

- Artie Jones Completed 05/21/2021 3:43 PM
- Rosylene Robinson Completed 05/24/2021 3:45 PM
- Wade Elmore Completed 05/24/2021 3:54 PM
- Shavala Moore Completed 06/01/2021 1:30 PM
- Thomas Kuzniacki Pending
- Jackson Myers Completed 06/02/2021 10:31 AM
- Mercedes Miller Completed 06/02/2021 2:34 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: *Chick-fil-A Cleveland Avenue / Richard Legacy LLC.*

Event Title: *Main Street Chick-fil-A Kiosk*

Type of Event: *Food Service*

Event Organizer's Contact Information: *Alphonso L. Richard*

Mailing Address: *1065 Cleveland Avenue*

E-Mail Address: *al.richard@cfafranchisee.com*

Contact Number: *803-215-9788*

Designated City Staff Member: Mercedes Miller, Interim City Manager

Department: Office of the City Manager

E-Mail Address: mmiller@collegetparkga.com

Contact Number: (404) 669-3756

Event Information: *Main Street Chick-fil-A Kiosk*

Date: *3/8/2021 - 6/8/2021*

Location of the Event: *College Park Train Depot*

Time: Start: *11:00 a.m.* End: *2:00 p.m. Mondays, Tuesdays & Wednesdays*

Anticipated Attendance: *Attendance will be dependent upon traffic flow. We would anticipate 40 to 50 customers per hour during operation.*

Will the City of College Park incur any expenses? If yes, explain:

No expenses to be incurred by the City of College Park to facilitate this opportunity.

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer.

City staff will not be needed to work the kiosk.

What responsibilities will the Event Organizer assume?

Purchase of the kiosk. Personnel to work the kiosk. Validation of power output supply for kiosk. Food preparation at our restaurant and delivery to kiosk site. Appropriate signage for the kiosk site.

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of:

We will provide signage for the kiosk as well as menu display for the kiosk.

The Event Organizer is requesting that the City be responsible for providing:

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

A safe place for lock up and storage of the kiosk when not in service.

What methods of advertising will be used?

Chick-fil-A branded signage and word of mouth.

City mandated deadlines:

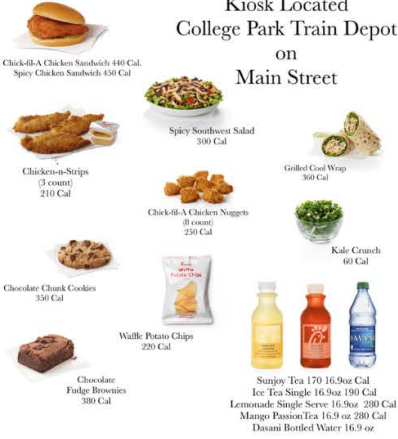
It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance.

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

Please include any other special needs: N/A



Kiosk Located
College Park Train Depot
on
Main Street



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Special Event Permit request
for Marketing Study Program
Approved by Council March
1, 2021

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March 2021 sales \$2,205

3

April 2021 sales \$1,143

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May 2021 sales \$2,903

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Request to proceed for
months of June, July &
August



Chick-fil-A Kiosk

College Park Train Depot



Alphonso Richard

Owner Operator of Chick-fil-A Cleveland Avenue

Here at Chick-fil-A Cleveland Avenue, it is our vision to “Be Operationally Excellent in order to impact our Community in a very positive way”. It is through the demonstration of “Operational Excellence” that we add value to our brand and also have the opportunity to impact and influence the communities that we serve. We focus on Taste, Speed of Service, Being Attentive & Courteous and Cleanliness.

It is through this demonstration that we are excited to partner with the City of College Park, Ga. to demonstrate the entrepreneurial spirit that is integral to the brand of Chick-fil-A. Growing the brand while creating opportunities to serve!



Chick-fil-A team member Devyn Wright



Johnny's World Famous Chicken & Waffles employee

The Kiosk started sales in College Park in March with a Revenue month to date:

March \$2,205

April \$1,143 (the kiosk was shut down for two weeks in April)

May \$2,903



Live and Work in the neighborhood

“Happy to have a Chick-fil-A close by for lunch”

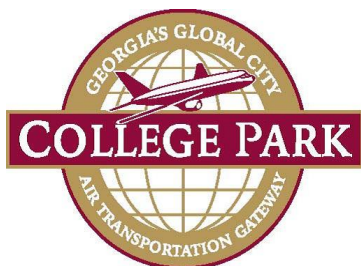
Born and raised in College Park

“How great it is to see the City of College Park growing”



City of College Park Employee

“Walking distance and great price point for lunch”



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8887

DATE: June 1, 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: Refinance: Debt Restructuring

PURPOSE: Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

REASON: To refinance multiple bonds and loans to provide cash flow relief.

RECOMMENDATION: Request that Mayor and Council authorize, the City's Financial Advisor, Edmund Wall of Piper Sandler & Co to finalize the transaction to refinance the following bonds:

Tax-Exempt Refunding

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Convention Center, Series 2013	\$ 8,320,000	Refund all outstanding bonds
Redevelopment Authority, Series 2013 (Public Safety Building)	\$3,235,000	Refund all outstanding bonds
Convention Center, Series 2016	\$24,615,000	Refund all outstanding bonds

Taxable Refunding

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2014 Series 2014(Atlanta Land Purchase)	\$1,420,000	Refund all outstanding bonds
Redevelopment Authority, Series 2014 (Hotel)	\$2,700,000	Escrow the next three

maturities

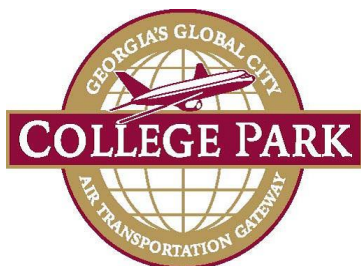
Redevelopment Authority, Series 2014 (Land) \$3,000,000 Escrow the next three
maturities

ATTACHMENTS:

- Memo to College Park_May 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 05/27/2021 10:17 AM
- Rosyline Robinson Completed 06/01/2021 3:06 PM
- Mercedes Miller Completed 06/01/2021 3:43 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8865

DATE: June 2, 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: Selection of Bond Counsel for the Refinancing/Restructuring of Debt

PURPOSE: To select a bond counsel to represent the City in its bid to refinance multiple bonds and loan issues.

RECOMMENDATION: To approve the selection of Doug Selby of Hunton Andrews Kurth, LLC to serve as the City's Bond Counsel to refinance the listed debt below:

Tax-Exempt Refunding

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Convention Center, Series 2013	\$8,320,000	Refund all outstanding bonds
Redevelopment Authority, Series 2013 (Public Safety Building)	\$3,235,000	Refund all outstanding bonds
Convention Center, Series 2016	\$24,615,000	Refund all outstanding bonds

Taxable Refunding

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2014 Series 2014(Atlanta Land Purchase)	\$1,420,000	Refund all outstanding bonds
Redevelopment Authority, Series 2014 (Hotel)	\$2,700,000	Escrow the next three maturities
Redevelopment Authority, Series 2014 (Land)	\$3,000,000	Escrow the next three maturities

BACKGROUND: The City's Financial Advisor, Ed Wall of Piper Sandler & Co., solicited quotes from multiple firms that are properly qualified to render the services. The below firms

responded with their respective quotes.

Smith Gambrell, Ben Brooks \$70,000
 Matt Nichols, King and Spalding \$65,000
 Tom Lauth, Kutak Rock \$150,000+
 Doug Selby, Hunton \$45,000

Doug Selby 's firm was the lowest bidder and is capable of providing the services required to execute the restructuring of the City's debt. Below are services Mr. Selby has provided to his clients:

Doug's practice focuses on public finance including serving as bond and disclosure counsel to issuers and underwriters' counsel to investment banks for governmental and private activity bonds and corporate representation of governmental authorities as outside general counsel.

Doug's experience includes advising, negotiating and documenting tax-exempt bond transactions for airports, stadiums, water & sewer systems, other governmental facilities and infrastructure, public-private partnerships (P3s) through TIF/TAD, PILOT and Property Assessed Clean Energy (PACE) district-backed financings and providing general corporate advice to governmental authorities.

Doug also provides training to governmental finance and legal personnel on "Post-Issuance Tax Compliance" and compliance with "Continuing Disclosure" rules set out by MSRB Rule 15c-2-12.

Doug also serves as Co-chair of Hunton Andrews Kurth's National Public Finance Practice Group.

Relevant Experience

- *Represented large municipal development authority as special counsel, bond counsel and disclosure counsel in connection with documenting terms related to the development and financing of a new NFL stadium.*
- *Represented large county government in negotiating and documenting incentives for location of a major league soccer (MLS) headquarters and training facility complex.*
- *Represented a multijurisdictional recreation authority as bond and issuer's counsel in negotiating and documenting a double-barreled (tax-backed and contract-backed) revenue bonds for the construction of a NBA arena.*
- *Represented large municipality in a P3 financing of a Convention Center Hotel secured by*

Tax-Exempt PILOT payments (payments-in-lieu-of-taxes).

- *Represent large municipal airport in financing a new international terminal with GARBs and PFC Bonds; in addition to assisting in the establishment of a commercial paper program and negotiation of bank credit facility.*
- *Represented large municipal issuer as bond counsel for Georgia's first two issues of tax increment finance district bonds (TIFs) (referred to as TAD Bonds in Georgia) and served as bond counsel for TIF transaction which was designated as the Council of Development Finance Agencies (CDFA) 2009 Best Bond Deal of the Year in the Nation.*
- *Structured and documented Georgia's first Property Assessed Clean Energy (P.A.C.E.) district for the central business district of a large municipality.*
- *Represented Wall Street and regional investment banks in conducting their due diligence review and in the preparation of offering documents for the sale of transit authority, public healthcare system and water and wastewater revenue bonds for multiple Georgia issuers totaling more than \$3 billion.*
- *Represented large municipality, county and school districts as bond counsel in the competitive and negotiated sale of general obligation referendum bonds.*
- *Currently represents a multijurisdictional recreation authority as outside general counsel providing general corporate advice including compliance with corporate formalities, ensuring day-to-day compliance with operating agreements for leased facilities and compliance with state sunshine laws.*
- *Currently represents a 2.5 million-member international religious denomination (the AME Church) as its general counsel, providing guidance to international council of bishops and various church tribunals on the interpretation of ecclesiastical canon laws of the denomination and national coordination legal defense in civil controversies.*

YEARS OF SERVICE: N/A.

COST TO CITY: \$45,000

BUDGETED ITEM: Will be covered by bond proceeds.

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: Monday, June 7, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: BIDA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF:

Review:

- Althea Philord-Bradley Completed 05/24/2021 10:03 AM
- Purchasing Completed 05/24/2021 11:19 AM
- Rosyline Robinson Completed 06/01/2021 2:45 PM
- Mercedes Miller Completed 06/01/2021 3:41 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8873

DATE: June 2, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West Task Order #5

Rhodes Street located within the Six West Development is currently under design. Construction documents are nearly completed for the development of Rhodes Street. Before construction of Rhodes Street can commence it is required that the construction documents include water and sewer relocation design for respective construction companies to tender proposals for construction of the roadway.

Staff recommends that Kimley Horn, the company that is designing the Camp Creek tributary bridge and Rhodes Street roadway within the Six West development area, be contracted to complete water and sewer relocation design services. The services indicated will cost \$44k to complete. These services would be paid for through the TAD fund balance.

Expenditures

Real Estate Acquisition	\$316,616
Tributary Bridge Design	\$261,000
Rhodes Street Design	\$255,000
Program Management Ser.	\$70,000
Total Expenditures	<u>(\$902,616)</u>
TAD Fund Balance	\$897,997
Actual funds available	(\$4,619)
To be collected by June 30, 2021	\$100,000 (estimated)
TAD balance forward	\$95,381

Disclosure: The cash balance of \$897,997 does not represent the TAD fund's available fund balance to date. On March 16th, 2021 we were notified that the cash balance includes the Fulton County School Board's contribution to TAD (\$488,432), which was paid in error by Fulton County's Property tax assessor's office. According to the IGA between the City and the School Board, the City should have only received the School Board's first contribution after the approval

of the TAD fund's capital improvement plan. The TAD fund's capital improvement plan was recently approved on March 18, 2021. Therefore, the City must return \$488,432 because the funds were received during 2017-2020.

The City of College Park has executed an agreement with the FCSS allowing our community to pay back the FCSS funds via PILOT payment. Beginning FY2022, the City will return 50% of the proceeds received each year from the School Board, until the balance is paid in full. We are estimating that the amount due will be paid off over the next 4 years.

Based on the funds due to Fulton County's School Board (\$488,432) and FY2021 estimated expenses, we are projecting that the TAD fund will show a negative fund balance as of 06/30/2021.

ATTACHMENTS:

- Task Order 5 Rhodes Street Water and Sewer Design 2021-05 (PDF)

Review:

- Artie Jones Completed 05/20/2021 12:01 PM
- City Attorney's Office Completed 05/26/2021 6:21 PM
- Rosylene Robinson Completed 05/27/2021 2:20 PM
- Jackson Myers Completed 06/02/2021 10:28 AM
- Finance Completed 06/02/2021 12:42 PM
- Mercedes Miller Completed 06/02/2021 2:30 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



Task Order 5

Project Understanding

The Client is seeking construction documents for Rhodes Street from Camp Creek Parkway to Redwine Avenue. Per the Six West Development Plan prepared for the Client, Rhodes Street will be two lanes in each direction with a raised median and separated facilities for bicycles and pedestrians between Camp Creek Parkway and Yale Avenue. From Yale Avenue to Redwine Avenue, Rhodes Street will be one lane in each direction with separated facilities for bicycles and pedestrians. The intersection of Rhodes Street and Columbia Avenue is proposed to be a roundabout.

The City of College Park has requested that Kimley-Horn provide scope for water and sewer relocation design be included in the construction documents for Rhodes Street.

Task 1- Water and Sewer Relocation Design

Task 1 Understanding

Public potable water facilities and public sanitary sewer facilities within the project area are owned by City of College Park.

Consultant will coordinate with the City of College Park to obtain records of their facilities in the project area and to determine required clearances to avoid conflicts with storm drainage design and roadway improvements according to local and state requirements.

Preliminary Engineering

Consultant will evaluate existing survey of wet utilities in the project area and will make up to one (1) request for supplemental Subsurface Utility Engineering (SUE) and additional survey deemed necessary to complete utility relocation assessments and designs. The request will include locations where SUE Level B is required to horizontally locate subgrade utilities with selected depth verification via SUE Level A (i.e. test holes). It assumed that a survey will be provided that includes a survey of the utilities as based on Quality Level C.

Consultant will analyze SUE and Survey data findings and provide recommendations for conflict avoidance by modification to the applicable infrastructure designs where feasible, within acceptable design parameters.

Water & Sewer Utility Design

For the basis of this Amendment, the following facilities are anticipated to be in unavoidable conflict with proposed storm drainage and roadway improvements and relocation is required:

- Approximately 3,500 LF 8-inch potable water line
- Approximately 400 LF 12-inch potable water line
- Relocation / adjustment of fire hydrants, valves, meters, and other related appurtenances
- Approximately 3,200 LF of 8-inch gravity sewer main.
- Relocation / adjustment of manholes and service lines.

Abandoned Utilities and Service Lines will not be relocated. Accommodations for future service connections will be made where information is available.

Water main replacement sizes will be in accordance with the water model recommendations for future capacity from water model study completed in task order 1.

Consultant will design relocation of the in-conflict water and sewer lines listed above and coordinate designs with the storm drainage and roadway improvement designs. The roadway drawings in task dated January 22, 2021 will include traffic control and erosion & sedimentation control.

Consultant will show the location of existing and proposed utilities on the Water and Sewer Utility Relocation drawings. Consultant will provide engineering services required to prepare construction drawings, permit applications, specifications for the relocation quantities listed above. All such pipeline designs will also be coordinated with and incorporated into the associated plan set.

Consultant will coordinate directly with the City for preliminary design reviews and will incorporate applicable review comments into the design. Designs will include a title sheet, symbology sheet, notes sheet, standard details by the City, Kimley-Horn details as necessary, and plan/profile sheets. Designs will be in accordance with utility owner requirements, GDOT and applicable GAEPD standards.

Consultant will provide an Opinion of Probable Construction Cost based on GDOT standard pay items and special provisions, using the quantities shown on the approved design drawings. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost

estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Graphics or renderings
- Landscape Design
- Permitting documentation with local or state municipalities
- Wayfinding or signage
- Structural walls or footings
- Lighting and electrical design
- Irrigation design
- Arborist services
- Meetings and/or site visits beyond those described in the scope of services
- Public Engagement

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the City’s schedule of final bridge plans within six months of notice to proceed.

Fee and Expenses

Kimley-Horn will perform the above services in Task 1 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Water and Sewer Relocation Design	\$44,000 (Lump Sum)
Total Lump Sum Fee	\$44,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should



include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of College Park

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Mike Lobdell, P.E. PTOE
Project Manager

Eric Bosman
Vice President

Agreed to this _____ day of _____,
2021.

City of College Park, GA



By: _____

Title: _____

Witness: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8869

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Annual Tree Trimming Contract Service

PURPOSE: Request purchase approval for one qualified company to provide annual power line right-of-way tree trimming service and vegetation control in and around the City's power distribution lines with a focus on the 152 plus miles of main feeder line.

REASON: To insure the City's power distribution lines are maintained to the highest level of reliability by insuring that effective tree and vegetation control services are provided to minimize the risk of tree and other vegetation contact with high voltage power distribution lines. The current schedule is to side trim power lines every 3 years, or about 50 miles of power line per year, or approximately 1500 spans.

RECOMMENDATION: Approve W. A Kendall Inc as the City's annual power line right-of-way tree trimming contract for FY 2022.

BACKGROUND: College Park operates eight power substations distributing electricity throughout its service territory through 27 main line feeder circuits and over 152 miles of main feeder lines. Trees and other vegetation are the largest single hazard and detriment to reliability for any power distribution system. An important part of maintaining a very high standard of reliability is a constant power line right of way tree trimming program to insure the risk of outage and damage due to this source is maintained at the lowest level. The proof has been in the past storms we've experienced and the quick restoration time.

The City of College Park, through a subscription service with Electric Cities of Georgia (ECG), receives the benefit of a bulk RFP for all Cities receiving the service from ECG. Prices for this tree trimming service through ECG are lower than the City could obtain on its own.

ECG received state-wide contract bid pricing for 3 years from only 2 qualified power line tree trimming services: Trees Unlimited and W. A. Kendall. We recommend the lowest bid of \$140.49 per crew hour from W. A. Kendall. This will be the 2nd year of the 3-year bid.

This Contract does contain an early termination option with a 30-day notice.

COST TO CITY: \$292,219.20

BUDGETED ITEM: Yes; Account 510-4600-52-5780 - Grounds

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 7, 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: Power Department

ATTACHMENTS:

- Tree Trimming Bid Matrix for 2021-2022 (PDF)
- ECG's Right of Way Clearing Bids (PDF)
- Tree Trimming Contract 2021 - 2022 (PDF)

Review:

- Hugh Richardson Completed 05/19/2021 1:52 PM
- City Attorney's Office Completed 05/20/2021 6:20 PM
- Rosyline Robinson Completed 06/01/2021 2:52 PM
- Mercedes Miller Completed 06/01/2021 3:42 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM

Right of Way Clearing and Maintenance Service
Bid Tabulations
Provided by Electric Cities of Georgia

3-Person Crew , bucket truck, chip truck, chipper, saws

	Minority Owned	Located in College Park	Previous Business in CP	Hourly	Weekly	Annual
Trees Unlimited	No	No	Yes	145.00	\$5,800.00	\$301,600.00
W. A. Kendall	No	No	Yes	140.49	\$5,619.60	\$292,219.20

2020 Recommendation
Electric Right of Way Clearing and Maintenance Service

Bid No. 19-025

Price Notification Change

* The Alternate Award Contractor has issued a price increase noted below that goes into effect 6/1/2020

	Primary Award	Alternate Award
	W.A Kindall	Trees Unlimited
Albany	\$140.49	\$145.00
Cairo	\$140.49	\$145.00
Calhoun	\$140.49	\$145.00
Cartersville	\$140.49	\$145.00
College Park	\$140.49	\$145.00
Commerce	\$140.49	\$145.00
Douglas	\$140.49	\$145.00
East Point	\$140.49	\$145.00
Fairburn	\$140.49	\$145.00
Fitzgerald	\$140.49	\$145.00
Fort Valley	\$140.49	\$145.00
Grantville	\$140.49	\$145.00
Griffin	\$140.49	\$145.00
Lafayette	\$140.49	\$145.00
LaGrange	\$140.49	\$145.00
Lawrenceville	\$140.49	\$145.00
Mansfield	\$140.49	\$145.00
Monroe	\$140.49	\$145.00
Norcross	\$140.49	\$145.00
Quitman	\$140.49	\$145.00
Sandersville	\$140.49	\$145.00
Sylvester	\$140.49	\$145.00
Thomaston	\$140.49	\$145.00
West Point	\$140.49	\$145.00

*Hourly rate, 3 Man Crew as specified

Contact Info:

Trees Unlimited	Sawyer Hicks	(706) 512-7222
W. A. Kindall	Craig Faulk	(770) 235-6344
ECG	Chris Carter	(404) 725-5679
ECG	Shannon Compton	(770) 689-8984

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR PROVISION OF ONGOING SERVICES

This Agreement made and entered into this ____ day of _____, 2021, between the City of College Park, Georgia (hereinafter "the City") and **W. A. Kendall.**, (hereinafter "the Contractor"), witnesseth:

WHEREAS, the City is contracting with the Contractor to provide the services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: the Contractor shall provide the following services on an ongoing basis as requested by the City and specified in this document:

See Proposal Exhibit B attached and hereby incorporated into this Agreement.

2. **COSTS**: Upon completion of services rendered, and detailed invoice submitted by the Contractor for those services, the City shall pay and the Contractor shall receive the prices stipulated in Exhibit B hereto attached as full compensation for everything furnished by the Contractor, relative to the above described services, which prices shall be paid in the manner and under the terms specified by the City. The Contractor agrees to be reimbursed on a monthly basis per the price or prices listed in Exhibit B, with the understanding that the City guarantees no maximum or minimum quantity of work.
3. **TERM OF AGREEMENT**: The term of this Agreement (hereinafter "Term") shall commence on or after the first day of July 2021. The Agreement shall remain in effect until June 30, 2022.
4. **RENEWAL PROVISIONS**: This agreement contains no renewal provisions. The terms of this agreement are outlined in paragraph 3 above and described in Exhibit B.
5. **EARLY TERMINATION**: In the event the City determines that continuation of this Agreement is no longer convenient or otherwise beneficial to the City, the City shall be allowed to withdraw from this Agreement upon written notice to Contractor. Such notice shall be provided to Contractor at least thirty (30) days prior to the City withdrawing from this Agreement.
6. **CONTRACTOR'S AFFIDAVIT**: The Contractor, as a condition of final payment, shall issue an affidavit attesting that Contractor has paid in full all subcontractors and materialmen utilized by Contractor in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and material men.
7. **WARRANTY ON SERVICES**: The Contractor warrants its workmanship to be free from defects as follows:

As set forth in Exhibit B.

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall address the defect in a timely manner to the satisfaction of and at no expense to the City.

8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Contract as Exhibit A and hereby incorporated into this Contract.
9. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. **DEFAULT PROVISIONS:** In the event that the Contractor defaults, the parties agree that the City may procure the above described services from an alternative source. A default by the Contractor shall occur in the event the Contractor:
- 1) fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) fails to provide services of a reasonable quality;
 - 3) fails to perform within a reasonable time;
 - 4) fails to adhere to the insurance requirements listed in the Risk Management Requirements.
11. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Contractor to the City.
12. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused

by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

13. **FEDERAL WORK AUTHORIZATION PROGRAM**: Contractor shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

W. A. Kendall

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

CITY OF COLLEGE PARK, GEORGIA

RISK MANAGEMENT REQUIREMENTS

CONTRACTS FOR MORE THAN \$100,000

- A. For public works contracts, surety performance and payment bonds each in the amount of at least the total amount payable by the terms of the contract.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
 - 1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.
 - 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.
 - 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

- \$1,000,000 Per Occurrence
- \$1,000,000 Personal and Advertising
- \$ 50,000 Fire Damage*
- \$ 5,000 Medical Payments*
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

- 4. **Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.
- 5. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

CONTRACTS FOR UP TO \$100,000

- A. For public works contracts, surety performance and payment bonds in the City’s discretion where the contract amount is greater than \$20,000.00.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
 - 1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
 - 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 - 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

- \$1,000,000 Per Occurrence
- \$1,000,000 Personal and Advertising
- \$ 50,000 Fire Damage*
- \$ 5,000 Medical Payments*
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

- 4. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

Before the start of any work, the Contractor shall furnish to the City:

- A. Certificates of Insurance manifesting that the applicable above mentioned requirements have been met, all certificates to contain:
1. The name of the Insurance Company
 2. Policy Number
 3. Policy inception and expiration dates
 4. Name and address of insured
 5. Name and address of agent
 6. Limits of liability
 7. Type of insurance coverage
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage
 9. Statement that the policy applies to the project number or job concerned
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract;

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

EXHIBIT B

SECTION I

SERVICES REQUIRED

The City of College Park requires provision of distribution line and right-of-way clearing and tree trimming services during the fiscal year July 1, 2021 through June 30, 2022. The services required are for vegetation / tree / brush clearing and trimming of existing and proposed electric distribution lines, City utility and other rights-of-way, and general trimming and clearing as deemed necessary by the City. Projects may vary in scope from small maintenance jobs requiring little time and effort, to major construction projects requiring concentrated efforts of manpower and machinery to complete. These projects may include any or all types of trimming from simple brush clearing for City signage, to complex tree trimming and removal to accommodate new construction or existing lines. Specific work assignments will require close coordination and with the Power Department's Line Division and senior staff to define the scope of work for any given assignment. The City reserves the right to change assignments as needed to meet project schedules.

Required crew and equipment compliment for the contract period covered by this agreement are:

- one qualified and experienced foreman/trimmer;
- one qualified and experienced operator/trimmer;
- one groundman/laborer.
- One 55 foot aerial lift
- One covered dump body chipper truck
- One chipper
- All necessary and appropriate personal, hand, and construction tools and equipment to perform the contracted services safely and effectively.

The City reserves the right to request an adjustment in the number of personnel and amount of equipment used for any task with reasonable notice to the Contractor. Such adjustments to personnel and equipment will be billed hourly as defined in the fee schedule.

The City guarantees no minimum or maximum quantity of work.

The period to be covered by this Contract shall be the twelve (12) month period from July 01, 2021 to June 30, 2022.

SECTION II

COST BASIS

1. Each workday will be either eight (8) or ten (10) hours as mutually agreed, and once agreed that workday length will not change without prior mutual agreement;
2. Unless specifically agreed to in writing by the Contractor and the City, each workweek will consist of forty (40) hours;
3. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules and regulations that apply to the work being performed.
4. Overtime or premium pay is expressly excluded and will not be paid unless approved beforehand by authorized City personnel.
5. No work shall be performed on days that are not normal and authorized City work days, such as on weekends and holidays unless approved beforehand by authorized City personnel.

EXHIBIT B

SECTION III

FEE SCHEDULE

The following defines the minimum crew and equipment compliment as required by the City of College Park, and as obtained and communicated by Electric Cities of Georgia for the contract term of this agreement.

PERSONNEL

- 1. Foreman/Operator
- 2. Trimmer/Operator
- 3. Groundman

EQUIPMENT

- 1. Minimum 55' Aerial Lift
- 2. Covered Dump Body Truck
- 3. Chipper w/drum – minimum 12”
- 4. All saws, rope/line, other hardware, material and equipment

Lump Sum Hourly Price as obtained and communicated by Electric Cities of Georgia is **\$140.49** per hour for the required personnel and equipment listed in Sections I and III above.

The Contractor shall furnish without additional cost all powered and non-powered tools and equipment required to perform the services described above.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8870

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Annual Power Line Construction Contractor

PURPOSE: Request approval for one qualified company to provide power line construction services for FY 2022.

REASON: To ensure that new construction and specialized maintenance activities are performed to the highest levels of skill and professional standards by acquiring such services from the most reliable and economical sources available.

RECOMMENDATION: Approve ProSource Utility Contractors, LLC for its low hourly pricing bid as the City's FY 2022 annual contractor for power line construction.

This contract does include an early termination option with a 30-day notice.

BACKGROUND: The Power Department contracts annually with a qualified line construction provider to assist with specific jobs and projects to help meet deadlines and provide specialized construction services. Attached is a list of major projects that have to be completed or started just before or during the next fiscal year. This list does not include other activities such as storm restoration, overhead and underground line repairs, new LED lighting installations, individual residential and commercial services, traffic signal upgrades, lighting repairs, holiday lighting & banner installations, and other City department assistance, most of which will be completed by the College Park Power crews.

Below are some of the major projects completed or underway in the current fiscal year:

New circuit extensions for the CleanBlok Data Center expansion
 Underground services to the Princeton Village housing expansion
 Underground services to the Hanover homes
 Replaced over 600 defective LED street lights

Upcoming Major Projects for FY 2022:

Provide underground service and lighting for the proposed 6 Point homes on Fairway Drive
 Provide underground service and lighting for the proposed Hawthorne Station subdivision
 Provide underground service and lighting for the proposed W. Fayetteville subdivision
 Begin infrastructure installation for the 6 West projects and homes
 Complete circuit extensions for the CleanBlok Data Center
 New underground service to the Sheraton Hotel
 Provide underground service for the Project Diamond multi family apartments and retail
 Possible additional expansion of the CleanBlok Data Center

COST TO CITY: \$1,092,624.00 for anticipated underground and overhead projects.

BUDGETED ITEM: Yes; Electric Improvements 510-4600-54-7710, Street Lighting 510-4600-54-7860, Other System Improvements 510-4600-54-7850; R & M Distribution System 510-4600-52-5790, Capital Improvement Fund 510-4600-54-7700; Contractual Service 510-4600-52-6141

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 7, 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: Power Department.

ATTACHMENTS:

- Prosource Contract for FY 2022 (PDF)
- FY 2022 Annual Contract Bids (PDF)
- Agenda Memo ID #2021-8870 - RFP – ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - 050521 (PDF)
- RFP - ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - Spec (PDF)

Review:

- Hugh Richardson Completed 05/19/2021 2:39 PM
- Purchasing Completed 05/19/2021 3:24 PM
- City Attorney's Office Completed 05/21/2021 6:12 PM
- Rosyline Robinson Completed 05/27/2021 2:10 PM
- Finance Completed 06/01/2021 11:24 PM
- Mercedes Miller Completed 06/02/2021 10:00 AM
- Mayor & City Council Pending 06/07/2021 7:30 PM

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PROVISION OF ONGOING SERVICES

This Agreement made and entered into this ____ day of _____, 2021, between the City of College Park, Georgia (hereinafter "the City") and **Prosource Utility Contractors, LLC** (hereinafter "the Contractor), witnesseth:

WHEREAS, the City is contracting with the Contractor to provide the services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: the Contractor shall provide the services as described in Exhibit B on a project basis as requested by the City.
2. **COSTS**: Upon completion of each individual construction project, the City shall pay and the Contractor shall receive the prices stipulated in Exhibit B hereto attached as full compensation for everything furnished by the Contractor, relative to the above described services, which prices shall be paid in the manner and under the terms specified by the City. The Contractor agrees to be reimbursed on a weekly basis per the price or prices listed in the Request for Proposal (Exhibit B) with the understanding that the City guarantees no maximum or minimum work.
3. **TERM OF AGREEMENT**: The term of this Agreement shall commence on the first day of July 2021. The Agreement shall remain in effect until June 30, 2022.
4. **RENEWAL PROVISIONS**: This agreement contains no renewal agreement. The terms of this Agreement are outlined in paragraph 3 above and described in Exhibit B – Services Required, paragraph 4.
5. **EARLY TERMINATION**: Notwithstanding Paragraph 3 of this Agreement, in the event the City determines that continuation of this Agreement is no longer convenient or otherwise beneficial to the City, the City shall be allowed to withdraw from this Agreement upon written notice to Contractor. Such notice shall be provided to Contractor at least thirty (30) days prior to the City withdrawing from this Agreement.
6. **INITIATION OF INDIVIDUAL PROJECTS**: Each individual construction project shall begin with a Work Order as described in Exhibit B and incorporated into the terms hereby agreed to. The Contractor agrees to the terms and conditions contained in the Work Order; however, in the event of a conflict between the terms of this Agreement and the terms of the Work Order, the terms of this Agreement shall control.
7. **CONTRACTOR'S AFFIDAVIT**: The Contractor, as a condition of final payment, shall issue an affidavit attesting that Contractor has paid in full all subcontractors and material vendors

utilized by Contractor in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and material vendors.

8. **WARRANTY ON SERVICES:** The Contractor warrants its workmanship to be free from defects as follows:

As set forth in the Request for Proposal (Exhibit B)

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the City.

9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Contract as Exhibit A and hereby incorporated into this Contract.

10. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. **DEFAULT PROVISIONS:** In the event that the Contractor defaults, the parties agree that the City may procure the above described services from an alternative source. A default by the Contractor shall occur in the event the Contractor:
- 1) fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) fails to provide services of a reasonable quality;
 - 3) fails to perform within a reasonable time;
 - 4) fails to adhere to the insurance requirements listed in the Risk Management Requirements.
12. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Contractor to the City.

13. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

14. **FEDERAL WORK AUTHORIZATION PROGRAM:** Contractor shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

THE CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT A

CITY OF COLLEGE PARK, GEORGIA

RISK MANAGEMENT REQUIREMENTS

CONTRACTS FOR MORE THAN \$100,000

- A. For public works contracts, surety performance and payment bonds each in the amount of at least the total amount payable by the terms of the contract.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
 - 1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.
 - 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$1,000,000 combined single limit.
 - 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

LIMITS OF LIABILITY

\$1,000,000 Per Occurrence
 \$1,000,000 Personal and Advertising
 \$ 50,000 Fire Damage*
 \$ 5,000 Medical Payments*
 \$1,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

- 4. **Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.
- 5. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

CONTRACTS FOR UP TO \$100,000

- A. For public works contracts, surety performance and payment bonds in the City’s discretion where the contract amount is greater than \$20,000.00.
- B. Insurance Required (only if Contractor or any agent or employee of Contractor will be: driving a vehicle during the performance of the contract; acting on behalf of the City; or performing any part of the contract on the premises of the City)
1. **Workers Compensation** – Workers Compensation coverage on a statutory basis for the State of Georgia with an Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
 2. **Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 3. **Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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 \$1,000,000 Products/Completed Operations per Occurrence and Aggregate

*These are automatic minimums.

4. **Owners Protective Liability** – The City Management may in its discretion require Owners Protective Liability in some situations.

EXHIBIT A (Continued)

Before the start of any work, the Contractor shall furnish to the City:

- A. Certificates of Insurance manifesting that the applicable above mentioned requirements have been met, all certificates to contain:
1. The name of the Insurance Company
 2. Policy Number
 3. Policy inception and expiration dates
 4. Name and address of insured
 5. Name and address of agent
 6. Limits of liability
 7. Type of insurance coverage
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage
 9. Statement that the policy applies to the project number or job concerned
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract;

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

EXHIBIT B

SECTION I

SERVICES REQUIRED

The service capabilities required are for projects that include overhead and underground line construction services, as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrestor, etc replacement.

Projects may vary in scope from small maintenance jobs requiring 1 – 5 days to complete, to major construction projects requiring several weeks to several months to complete. These projects may include any or all construction types from simple overhead or direct bury underground construction, to complex multi-circuit overhead and/or concrete encased duct system underground construction. Generally, a minimum of one week notice, more on larger projects, will be given between a specific request for services and expected start times. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by the City. Upon agreement, a start time will be defined for the work to begin. When possible, the City will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by the City.

The City reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a work task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined in the fee schedule.

The work assignments will occur in individual Work Orders, which will be on an hourly basis or by mutually agreed upon lump sum amounts for each Work Order. While working on an hourly basis, the City reserves the right to change assignments between Orders as needed to meet project schedules.

The period to be covered by this agreement shall be the 12 - month period from a date on or after July 01, 2021 through June 30, 2022. For any projects on which significant work has been started by the contractor and not completed prior to the end of the contract period, a contract extension may be granted where the City and the Contractor agree that the prices and conditions covered under the current contract shall remain in force covering the period required to complete the projects in question.

SECTION II

CONTRACT

With the Proposal, the Contractor shall submit four copies of the attached Contract with original signature to cover the defined services, executed by an authorized person for the Contractor and ready for selection and execution by the City. The attached Contract Form will become the basis for the final agreement, subject to legal review and final agreement on the terms of the Contract.

EXHIBIT B (Continued)

SECTION III

WORK ORDERS

A Work Order can be as simple as a verbal assignment to the Contractor's assigned person in charge or as formal as a written agreement with defined work scope and other arrangements defined by that agreement. Each Work Order generally has a specific project name or number that must be used for billing and cost accounting purposes.

SECTION IV

COST BASIS

Proposals will be evaluated on the basis of the City's estimated crew and equipment sizes and types for anticipated Tasks and the cost to the City for the services provided. To provide equal evaluation, the following terms are to be included in the general terms of the proposed contract.

When the contractor is actively engaged in work for the City,

1. A "show up" or daily start location will be assigned and agreed to at the start of each Work Order. Time for charges will start each day at the agreed time from that location. When possible, the City will provide a mutually agreed upon site for the "Show-up" area that is close to the site of the Work Order;
2. Each workday will be either eight (8) or ten (10) hours as mutually agreed per Work Order, and once agreed upon, that workday length will not change without mutual agreement;
3. In the event of inclement weather, there will be a two (2) hour "show up" charge for all labor and equipment assigned to the Work Order;
4. Unless specifically agreed by the Contractor and the City, each work week will consist of forty (40) hours. Overtime pay shall be 1.5 times the stated hourly rate per person. Overtime work requires authorization by the Director of Power or Electric Superintendent, either verbal, email, or written. Overtime work not authorized, will not be paid by the City.
5. For any Contractor provided material that is intended to become integrated into the final work product, the Contractor shall invoice for the actual cost of that material not provided by the City plus a fee as shown in the FEE SCHEDULE for handling;
6. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules that apply to the work being performed.
7. For standby assistance, the assigned person will be paid a minimum of \$75.00 per week or the current College Park Power standby rate to be on-call. Persons called out will be paid a minimum of 2-hours of overtime rate (at 1.5 times the regular rate for personnel) to cover working hours in excess of 40 hours per week. If the call is received within 2 hours of reporting to a normal work day, the overtime pay will be the actual time up to the start of the work day. If the call extends the normal work day, the overtime pay will be the actual time worked.
8. The Contractor shall make available to the City personnel as needed for projects or maintenance and will not remove or release said personnel without approval from authorized personnel with the City and with at least a 24-hour advance notice for emergency work in other areas or states. Authorized personnel shall be the Line Superintendent, Director of Power, or the City Manager.

EXHIBIT B (continued)

SECTION V

FEE SCHEDULE

Any Work Order may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to the City prior to assignment for approval by the City. The following list defines the most common list of labor classifications and equipment anticipated by the Labor and Equipment Contract. This form is for definition of the general classifications desired, and each Contractor should substitute the appropriate names and classifications and grades that apply to that Contractor's proposed Fee Schedule. All fee schedules must include all anticipated classifications that will be billed such as crew leaders, general supervisors, etc.

<u>PERSONNEL</u>	<u>PER HOUR RATE</u>
1. Working Foreman	\$ 57.40
2. Cable splicer	\$ 50.45
3. 1st Class Lineman	\$ 53.00
4. Lineman II	\$ 47.00
5. Lineman III	\$ 39.70
6. Lineman Trainee (Apprentice)	\$ 35.40
7. Apprentice II	\$ 35.40
8. Apprentice III	\$ 37.68
9. Equipment Operator	\$ 42.50
10. Ground man	\$ 34.80
11. Other (Underground Foreman)	\$ _____

EQUIPMENT

The Contractor shall furnish without additional cost all non-powered tools and equipment as needed to complete the Task Order.

	<u>PER HOUR RATE</u>
1. Pickup Truck	\$ 9.91
2. Service Truck	\$ 12.95
3. Line Truck	\$ 29.78
4. Knuckle Boom Truck	\$ 14.00
5. Pole/Material Trailer	\$ 4.00
6. Wire Reel & Tensioner Unit	\$ 6.80
7. Bucket Truck (48' - 52' Reach)	\$ 21.62
8. Bucket Truck (65' Reach)	\$ 29.87
9. Rubber Tired Backhoe	\$ 20.01
10. Track Mounted Excavator	\$ 14.78
11. Dump Truck	\$ 14.00
12. Self Powered Walk Behind Compactor	\$ 8.50
13. Gasoline Powered Water Pumps	\$ 3.00
14. Generators	\$ 3.00
15. Vault monitors and ventilation equipment	\$ 2.21
16. Directional Bore Equipment-Single 2" Conduit	\$ 49.00
17. Directional Bore Equipment-Multiple 2" Conduits	\$ 55.00
18. Directional Bore Equipment-Single 4" Conduit	\$ 51.00
19. Directional Bore Equipment-Multiple 4" Conduits	\$ 56.00
20. Directional Bore Equipment-Single 6" Conduit	\$ 62.00
21. Directional Bore Equipment-Multiple 6" Conduits	\$ 69.00
22. Mud-Vac	\$ 19.41
23. Trencher (>36" Depth)	\$ _____
24. Trencher (< 36" - Walk-behind)	\$ _____
25. Other	\$ _____

EXHIBIT B (continued)MATERIAL

The Contractor shall supply all general and consumable material and products not incorporated into the final installation. This shall include all rubber goods, fuel, rags, towels, and hand tools. All site specific material or tools required that are not provided by the City shall be invoiced at actual cost plus 10% for handling.

FY 2022 Annual Contract Bids:	ProSource	Pike Electric
Minority Business Owner	FBE	No
Located in College Park	No	No
Previous Work With College Park	Yes	Yes
Working Foreman	57.40	NO BID
Cable Splicer	50.45	NO BID
Lineman 1	53.00	NO BID
Lineman 2	47.00	NO BID
Lineman 3	39.70	NO BID
Trainee	35.40	NO BID
Apprentice 2	35.40	NO BID
Apprentice 3	37.68	NO BID
Equipment Operator	42.50	NO BID
Groundman	34.80	NO BID
Pickup Truck	9.91	NO BID
Service Truck	12.95	NO BID
Line Truck	29.78	NO BID
Knuckleboom	14.00	NO BID
Pole Trailer	4.00	NO BID
Wire Trailer & Tensioner	6.80	NO BID
Bucket Truck 48-52'	21.62	NO BID
Bucket Truck 65'	29.87	NO BID
Rubber Tire Backhoe	20.01	NO BID
Trackhoe Mounted Excavator	14.78	NO BID
Dump Truck	14.00	NO BID
Self Powered Compactor	8.50	NO BID
Gas Power Water Pump	3.00	NO BID
Generator	3.00	NO BID
Vault Monitor	2.21	NO BID
Direct Bore Single 2"	49.00	NO BID
Direct Bore Multi 2"	55.00	NO BID
Direct Bore Single 4"	51.00	NO BID
Direct Bore Multi 4"	56.00	NO BID
Direct Bore Single 6"	62.00	NO BID
Direct Bore Multi 6"	69.00	NO BID
Mud Vac	19.41	NO BID
Typical Overhead Crew	\$300.91	
Typical Underground Crew	\$224.39	
Total Crew Cost Per Hour	\$525.30	
Total Crew Cost Per Week	\$21,012.00	
Estimated Underground Crew Use for 2021 - 2022 Projects	\$466,731.20	
Estimated Overhead Crew Use for 2021 - 2022 Projects	\$625,892.80	
Total Estimated Project Cost	\$1,092,624.00	



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM ID #2021-8870

DATE: MAY 19, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP - ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - 050521
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Electric Line Distribution Construction Service

Budgeted item(s): Yes

Recommendation(s): ProSource Utility Contractors, Inc is recommended for their low hourly rates for various electrical services.

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from April 19, 2021 thru May 5, 2021 at 10:00 am.

Pike Electric and Volt Power both declared “no bid” for this service. There was an official Zoom (virtual) bid opening Wednesday, May 5, 2021 at 10:30 am with a representative from Pro Source Utility Contractors.

Hugh Richardson and Glenn Spivey represented the City during the bid open

Join Zoom Meeting

<https://us04web.zoom.us/j/79834981301>

Meeting ID: 798 3498 1301 - Passcode: Lek9X8



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRATUAL SERVICE

RFP – ELECTRIC LINE DISTRIBUTION CONSTRUCTION SVC - 050521

The City of College Park is accepting **sealed proposals** from qualified vendors for **POWER DISTRIBUTION MATERIAL**. Proposals will be received no later than **WEDNESDAY, MAY 5, 2021 at 10:00 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: Electric Line Distribution Construction SVC	April 27, 2021	12:00 pm (EST) deadline
Addendum(s) published	April 30, 2021	4:00 pm (EST)
Open Sealed Bids	May 5, 2021	10:00 am (EST)

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.

MEMO

TO: Prospective Electric Utility Contractors
 FROM: College Park Power (City of College Park, Georgia)
 DATE: April 19, 2021
 SUBJECT: Annual Electric Line Distribution Contractor

The City of College Park, Georgia, operates an electrical distribution system, the majority of which is 12.47 KV with limited 25 KV serving specific customers. This system is made up of overhead and underground distribution lines totaling approximately 220 miles. The City has a compliment of electric system operating personnel to perform normal operating, maintenance and limited construction work on the system. However, College Park has need of a contract arrangement to supplement that work force on a project need basis. Therefore, College Park Power request proposals for evaluation for labor and equipment to provide that service.

For all major projects that have adequate notice, a detailed set of engineering plans is prepared and released to construction. In some cases projects may move very quickly from announcement to need of electric service. This has created a need for a full service line contractor capable of providing both overhead and underground line construction services as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrester, etc., replacement.

The desired services included but are not limited to taking design plans and installing facilities, to taking direct on-site instruction and supervision to construct and install the required facilities. In general, electrical construction material will be provided by the City. Occasionally the Contractor may be asked to furnish some material for expediency. In those cases where the contractor is asked to furnish materials, the Contractor will be reimbursed by the City in the form of normal invoice submittals (see RFP Exhibit B, Section V, Fee Schedule, and Material, for additional information).

The successful bidder must be able to provide satisfactory evidence that they are currently performing these services and have been successfully doing so over the most recent 60 months from date of this solicitation. The specific services requested are defined in the following three documents. The first is the Contract Document. Next is Exhibit A, which is the Insurance requirement. Third is Exhibit B, the RFP, which contains the Service Requirement detail.

Your response to this request is appreciated.

Sincerely,

Glen Spivey

Glen Spivey,
 Distribution Engineer

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR PROVISION OF ONGOING SERVICES

This Agreement made and entered into this ____ day of _____ 2021, between the City of College Park, Georgia (hereinafter "the City") and _____, (hereinafter "the Contractor), witnessed:

WHEREAS, the City is contracting with the Contractor to provide the services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** the Contractor shall provide the following services on an as needed basis as requested by the City:

See Request for Proposal attached to this Contract as Exhibit B and hereby incorporated into this Contract.

2. **COSTS:** Upon completion of each individual construction project, the City shall pay and the Contractor shall receive the prices stipulated in the Request for Proposal (Exhibit B) hereto attached as full compensation for everything furnished by the Contractor, relative to the above described services, which prices shall be paid in the manner and under the terms specified by the City. The Contractor agrees to be reimbursed on a monthly basis per the price or prices listed in the Request for Proposal, with the understanding that the City guarantees no maximum or minimum quantity of work.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the first day of July 1, 2021. The Agreement shall remain in effect until June 30, 2022.
4. **RENEWAL PROVISIONS:** This agreement contains no renewal agreement. The terms of this Agreement are outlined in paragraph 3 above and described in the Request for Proposal, Section I – Services required, paragraph 4.
5. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual construction project shall begin with a Task Order as described in the Request for Proposal (Exhibit B) and incorporated into the terms hereby agreed to. The Contractor agrees to the terms and conditions contained in Task Order; however, in the event of a conflict between the terms of this Agreement and the terms of the Task Order, the terms of this Agreement shall control.
6. **CONTRACTOR'S AFFIDAVIT:** The Contractor, as a condition of final payment, shall issue an affidavit attesting that Contractor has paid in full all subcontractors and material men utilized by Contractor in the performance of this Agreement for services rendered and/or goods provided by said subcontractors and material men.

7. **WARRANTY ON SERVICES:** The Contractor warrants its workmanship to be free from defects as follows:

As set forth in the Request for Proposal (Exhibit B)

The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified. Upon receipt of written notice of a defect in workmanship, the Contractor shall repair the defect in a timely manner at no expense to the City.

8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Contract as Exhibit A and hereby incorporated into this Contract.
9. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. **DEFAULT PROVISIONS:** In the event that the Contractor defaults, the parties agree that the City may procure the above described services from an alternative source. A default by the Contractor shall occur in the event the Contractor:
- 1) Fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) Fails to provide services of a reasonable quality;
 - 3) Fails to perform within a reasonable time;
 - 4) Fails to adhere to the insurance requirements listed in the Risk Management Requirements.
11. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Contract or in the collection of any monies herein required to be paid by the Contractor to the City.

12. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

IN WITNESS WHEREOF this date, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

THE CONTRACTOR: _____

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

EXHIBIT B

SECTION I

SERVICES REQUIRED

The service capabilities required are for projects that include overhead and underground line construction services, as well as substation low side construction and maintenance. Examples of substation low side work would be breaker or regulator replacement, and other standard line maintenance items such as switch, lightning arrester, etc replacement.

Projects may vary in scope from small maintenance jobs requiring 1 – 5 days to complete, to major construction projects requiring several weeks to several months to complete. These projects may include any or all construction types from simple overhead or direct bury underground construction, to complex multi-circuit overhead and/or concrete encased duct system underground construction. Generally, a minimum of one week notice, more on larger projects, will be given between a specific request for services and expected start times. The specific request for services will include the definition of the scope of work for the project, including drawings and plans when available, as well as a desired project schedule. The Contractor will define the personnel and equipment required to meet the desired completion schedule, subject to review and approval by the City. Upon agreement, a start time will be defined for the work to begin. When possible, the City will schedule multiple assignments to be continuous to minimize crew movement. However, there will be times when the schedule of work does not allow continuity between assignments. No minimum or maximum quantity of work is guaranteed or implied by the City.

The City reserves the right to request additional personnel and equipment for any task or to reduce the personnel and equipment assigned to a work task with reasonable notice to the Contractor. Such added or reduced personnel and equipment will be billed hourly as defined in the fee schedule.

The work assignments will occur in individual Task Orders, which will be on an hourly basis or by mutually agreed upon lump sum amounts for each Task Order. While working on an hourly basis, the City reserves the right to change assignments between Orders as needed to meet project schedules.

The period to be covered by this agreement shall be the 12 - month period from a date on or after July 01, 2016 through June 30, 2017. For any projects on which significant work has been started by the contractor and not completed prior to the end of the contract period, a contract extension may be granted where the City and the Contractor agree that the prices and conditions covered under the current contract shall remain in force covering the period required to complete the projects in question.

SECTION II

CONTRACT

With the Proposal, the Contractor shall submit four copies of the attached Contract with original signature to cover the defined services, executed by an authorized person for the Contractor and ready for selection and execution by the City. The attached Contract Form will become the basis for the final agreement, subject to legal review and final agreement on the terms of the Contract.

SECTION III

TASK ORDERS

A Task Order can be as simple as a verbal assignment to the Contractor's assigned person in charge or as formal as a written agreement with defined work scope and other arrangements defined by that agreement. Each Task Order generally has a specific project name or number that must be used for billing and cost accounting purposes.

SECTION IV

COST BASIS

Proposals will be evaluated on the basis of the City’s estimated crew and equipment sizes and types for anticipated Tasks and the cost to the City for the services provided. To provide equal evaluation, the following terms are to be included in the general terms of the proposed contract.

When the contractor is actively engaged in work for the City

1. A “show up” or daily start location will be assigned and agreed to at the start of each Task Order. Time for charges will start each day at the agreed time from that location. When possible, the City will provide a mutually agreed upon site for the “Show-up” area that is close to the site of the Task Order;
2. Each workday will be either eight (8) or ten (10) hours as mutually agreed per Task Order, and once agreed upon, that workday length will not change without mutual agreement;
3. In the event of inclement weather, there will be a two (2) hour “show up” charge for all labor and equipment assigned to the Task Order;
4. Unless specifically agreed by the Contractor and the City, each workweek will consist of forty (40) hours; premium pay and its definition shall be provided by the contractor; premium pay is not authorized, shall not be used and will not be paid by the City unless agreed to in advance by an authorized City representative;
5. For any Contractor provided material that is intended to become integrated into the final work product, the Contractor shall invoice for the actual cost of that material not provided by the City plus a fee as shown in the FEE SCHEDULE for handling;
6. All work, and all equipment provided during the term of the Contract shall comply with all local, state, and Federal safety rules that apply to the work being performed.

SECTION V

FEE SCHEDULE

Any Task Order may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to the City prior to assignment for approval by the City. The following list defines the most common list of labor classifications and equipment anticipated by the Labor and Equipment Contract. This form is for definition of the general classifications desired, and each Contractor should substitute the appropriate names and classifications and grades that apply to that Contractor’s proposed Fee Schedule. All fee schedules must include all anticipated classifications that will be billed such as crew leaders, general supervisors, etc.

PERSONNEL

1.	Working Foreman	\$ _____	per hour
2.	Cable Splicer(s)	\$ _____	per hour
3.	1 st Class Lineman	\$ _____	per hour
4.	Lineman II	\$ _____	per hour
5.	Lineman III	\$ _____	per hour
6.	Lineman Trainee (Apprentice)	\$ _____	per hour
7.	Apprentice II	\$ _____	per hour
8.	Apprentice III	\$ _____	per hour
9.	Equipment Operator	\$ _____	per hour
10.	Ground Man	\$ _____	per hour
11.	Other	\$ _____	per hour

EQUIPMENT

The Contractor shall furnish without additional cost all non-powered tools and equipment as needed to complete the task order.

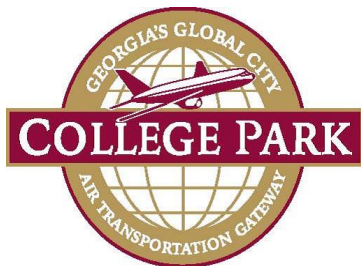
1.	Pickup Truck(s)	\$ _____	per hour
2.	Service Truck(s)	\$ _____	per hour
3.	Line Truck(s)	\$ _____	per hour
4.	Knuckle Boom Truck(s)	\$ _____	per hour
5.	Pole/Material Trailer(s)	\$ _____	per hour
6.	Wire Reel & Tensioner Unit	\$ _____	per hour
7.	Bucket Truck(s) - (48'- 52' Reach)	\$ _____	per hour
8.	Bucket Truck(s) – (65' Reach)	\$ _____	per hour
9.	Rubber Tired Backhoe(s)	\$ _____	per hour
10.	Track Mounted Excavator	\$ _____	per hour
11.	Dump Truck(s)	\$ _____	per hour
12.	Self-powered Walk Behind Compactor(s)	\$ _____	per hour
13.	Gasoline Powered Water Pump(s)	\$ _____	per hour
14.	Generator(s)	\$ _____	per hour
15.	Vault Monitors and Ventilation Equipment	\$ _____	per hour
16.	Directional Bore Equipment – Single 2” Conduit	\$ _____	per hour
17.	Directional Bore Equipment – Multiple 2” Conduit	\$ _____	per hour
18.	Directional Bore Equipment – Single 4” Conduit	\$ _____	per hour
19.	Directional Bore Equipment – Multiple 4” Conduit	\$ _____	per hour
20.	Directional Bore Equipment – Single 6” Conduit	\$ _____	per hour
21.	Directional Bore Equipment – Multiple 6” Conduit	\$ _____	per hour
22.	Mud-vac	\$ _____	per hour
23.	Other	\$ _____	per hour

MATERIAL

The Contractor shall supply all general and consumable material and products not incorporated into the final installation. This shall include all rubber goods, fuel, rags, towels, and hand tools. All site specific material or tools required that are not provided by the City shall be invoiced at actual cost plus _____ % for handling.

Vendor Contact Name (print) Title

Vendor Contact Signature Date



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8864

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Solid Waste Disposal Service

PURPOSE: To acquire the services of a landfill and or transfer station to dispose of residential and commercial solid and yard waste collected by the City's Sanitation Division.

REASON: The City does not own or operate a Landfill or Transfer Station, therefore must acquire outside services for the disposal of solid and yard waste.

RECOMMENDATION: Staff recommends that Mayor and City Council approve BFI Transfer System of Georgia, LLC/Republic Services of Georgia "East Point Transfer Station" as the City of College Park's solid waste disposal facility, in the amount of \$46.73 per ton, at an estimated annual cost of \$729,144.00 based on 1,300-ton average per month.

BACKGROUND: The lowest bidders, Georgia Waste System/Waste Management and Green For Life (GFL)/Welcome All Transfer Station were not recommended, because their facilities are located 13.0 miles one way away from College Park and 7.8 miles one way away from College Park. This would add to the fuel cost and travel time delay whereas, the recommended vendor is located approximately 3.8 miles one way away from College Park.

COST TO CITY: \$46.73 per ton. Estimated annual cost \$729,144.00 based on 1,300-ton average per month.

BUDGETED ITEM: Yes. FY 2021-2022 budget \$729,000.00 Sanitation Account # 540-4300-52-6120-Landfill Charges. Sanitation Division will need to monitor their monthly spending to keep within budget.

REVENUE TO CITY: Yes

CITY COUNCIL HEARING DATE: June 7, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: No

AFFECTED AGENCIES: NONE

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Sanitation Division

ATTACHMENTS:

- Recommendation for BFI (DOCX)
- Agenda Memo ID #2021-8864 - RFP - SOLID WASTE & DISPOSAL SERVICE - 051821 (PDF)
- RFP - SOLID WASTE & DISPOSAL SERVICE - Specs (PDF)

Review:

- Jackson Myers Completed 05/25/2021 11:21 AM
- Rosyline Robinson Completed 05/25/2021 11:30 AM
- Purchasing Completed 05/25/2021 11:34 AM
- Finance Completed 06/01/2021 11:23 PM
- Mercedes Miller Completed 06/02/2021 9:59 AM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

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Explanation of recommendation: BFI Transfer System of Georgia LLC / Republic Services / East Point Transfer Station is being recommended due to down time for traveling to the dump and additional fuel charges.

Georgia Waste System / Waste Management located at 1571 Burk Road Lake City Georgia is 13.0 miles one way.

Estimated Fuel Cost: \$160,000.00
 Estimated Vehicle Travel Time: 1 hour
 Estimated Laborer: 1 Driver and 1 Laborer

Green For Life (GFL)/Welcome All Transfer Station located at 5225 Welcome All Road Atlanta Georgia is 7.8 miles one way.

Estimated Fuel Cost: \$102,000.00
 Estimated Vehicle Travel Time: .20 minutes
 Estimated Laborer: 1 Driver and 1 Laborer

BFI Transfer System of Georgia LLC / Republic Services / East Point Transfer Station located at 3125 Martin Street East Point Georgia is 3.8 miles one way.

Estimated Fuel Cost: \$80,000.00
 Estimated Vehicle Travel Time: .11 minutes
 Estimated Laborer: 1 Driver and 1 Laborer



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM NO. 2021-8864

DATE: MAY 25, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP SOLID WASTE & DISPOSAL SERVICE - 051821
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Solid Waste & Disposal Service

Budgeted item(s): Yes

Recommendations: BFI/Republic Services is recommended at \$46.73/ton for this service

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from April 13, 2021 thru May 18, 2021 at 9:30 am.

No pre-bid meeting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Tuesday, May 1, 2021 at 10:00 am with a representative from GFL and Waste Management logged into the bid open.

Ada Caston represented the City for the bid open

<https://us04web.zoom.us/j/72519950254>

Meeting ID: 725 1995 0254 - Passcode: bYm22n



CITY OF COLLEGE PARK

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Tabulation Matrix

RFP - SOLID WASTE & DISPOSAL SERVICE - 051821

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Waste Management	\$45.37/ton	N	N	Y
2	GFL/Welcome All Transfer Station	\$46.50/ton	N	N	Y
3	BFI/Republic Services	\$46.73/ton	N	N	Y
4					
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
 (3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
 (5) Native American Business Enterprise (**NABE**)

City of College Park
 Willis Moody
 Purchasing/Fleet Administrator
 College Park, GA 30337



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP - SOLID WASTE & DISPOSAL SERVICE – 051821

The City of College Park is accepting **sealed proposals** from qualified vendors for **SOLID WASTE & DISPOSAL SERVICE**. Proposals will be received no later than **TUESDAY, MAY 18, 2021 at 9:30 am (EST)** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications email: wmoody@collegeparkga.com Reference: Solid Waste & Disposal Service	May 11, 2021	12:00 pm (EST) deadline
Addendum(s) published	May 14, 2021	4:00 pm (EST)
Open Sealed Bids	May 18, 2021	10:00 am (EST)

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.



PURPOSE, SPECIFICATION(s), S.O.W.

GENERAL PURPOSE

The City of College Park (the City) provides solid waste collection services for its residential and commercial customers located within the city limits. The average quantity collected is approximately 1,300 tons of solid waste per month. The City of College Park does not operate a landfill or solid waste transfer facility and plan to enter into a contract for services with a private firm.

REQUIREMENTS

- A. The firm selected to provide solid waste transfer and landfill disposal services must agree to accept and dispose in a lawful manner solid waste generated and collected by the City of College Park.
- B. The delivery site:
 - a. The City of College Park's solid waste shall be within a 50-mile radius from the City limits; in addition, the distance to the site will be considered as part of the bid evaluation process.
 - b. Shall consist of a fully enclosed and under roof facility accessed by a paved roadway.
 - c. Must have a current operating permit from the Georgia EPD.
 - d. Shall be open to receive solid waste material between the hours of 4:00 am until 5:00 pm, Monday through Friday and from 4:00 am – 11:30 am on Saturdays. The transfer station will be in operation from 4:00 am – 11:30 am on all City approved holidays, excluding Thanksgiving Day and Christmas Day.
 - e. Shall be capable of receiving solid waste during inclement weather conditions.
- C. The selected firm shall weigh all solid waste material delivered by the City and provide the hauler with an appropriate weight receipt indicating date, time and weight. In addition, the firm selected shall maintain delivery records so as to provide a monthly invoice detailing the quantity of solid waste delivered in the month including date, time, and weight of each delivery by the City.

ASSURANCE of LANDFILL CAPACITY

The selected firm shall provide with the bid and thereafter annually to the City of College Park written assurance the firm has sufficient landfill capacity to accommodate the expected solid waste volume delivered by the City of College Park for a period of one (1) year.

RESPONSIBILITIES of SOLID WASTE

- A. The selected firm shall be solely responsible for all solid waste transfer and disposal activity conducted under the service contract issued under this specification, including the techniques sequences, procedures, means and coordination of all work. The selected firm shall provide all labor, material(s) and equipment to provide solid waste transfer and disposal services to the City of College Park.
- B. The selected firm shall supervise and direct the work in a professional manner and provide all daily and continuous attention necessary for such proper supervision and direction.
- C. The selected firm shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the operation of solid waste transfer and disposal facilities. If any terms of the specification are at variance with any such law, ordinances, rules, regulation or order, the City of College Park shall be notified promptly on discover of such variance.
- D. All firms responding shall submit to the City of College Park a copy of all state permits issued for or authorizing solid waste transfer and disposal operations.

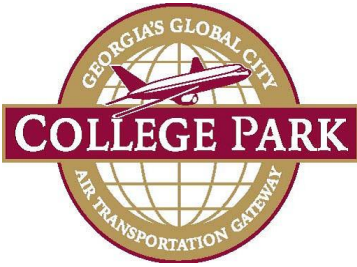
RECORDING KEEPING AND PAYMENT REMITTANCES SERVICES

- A. The City of College Park must be billed on a monthly basis by the contractor for the actual tonnage of solid waste delivered by the City of College Park to the solid waste transfer station.
- B. Weight slips must accompany invoices from a certified scale documenting the actual net weight of the solid waste delivered to the solid waste transfer station, the date of delivery and the vehicle number used by the City of College Park.
- C. Invoices will be due and payable within thirty (30) days of receipt of a properly completed invoice.

PRICING of SOLID WASTE

Indicate the price per ton in dollars and cents to be charged for solid waste transfer and disposal services. Bid prices must include all cost related to the receipt, transfer, and disposal of solid waste delivered by the City of College Park to the solid waste transfer station, including all landfill charges and all applicable local and state governmental fees.

Your pricing of solid waste, should be per ton for one year from July 1, 2021 thru June 30, 2022.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8876

DATE: June 2, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: City Emergency Warning Siren Upgrades

PURPOSE: Seeking Mayor and Council's approval to upgrade the current Emergency Warning Sirens and to enter into an agreement with Mobile Communications America in substantially in the same form as the attached.

REASON: The current sirens were installed in 1997 and have reached the end of life expectancy. Over the last few years we have been having more issues with the siren system.

RECOMMENDATION: Mayor and Council approval

BACKGROUND: The current Sirens are over 24 years old. Over the past few years, there have been several malfunctions. During the inclement weather incident a few weeks ago, the sirens malfunctioned due to aged equipment.

With the upgrades, the warning sirens will automatically activate when the National Weather Service send their signal for this area.

The City Attorney has been negotiating with Mobile Communications and as of June 2, 2021, the City Attorney is still waiting on response to its proposed terms from Mobile Communications. The proposed terms to the agreement are minor and we are asking mayor and council to approval the agreement in substantially the same form.

YEARS OF SERVICE: N/A

COST TO CITY: \$71,340.83 + Annual Maintenance \$5,525.00= \$76,865.83

BUDGETED ITEM: No; Funding will be acquired via department internal budgetary savings

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 7, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Citywide

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- Quote- MCA Siren Upgrade Package 5.6.2021 (Emergency Warning Sirens) (PDF)
- Quote- MCA Control Station Package 5.6.2021 (Emergency Warning Sirens) (PDF)
- Motorola++NASPO+Public+Safety+Two-Way+Radios_SWC+Information+Sheet+JUNE+2021 (PDF)
- sole source justification college park ga (PDF)
- College Park GA Maintenance 5 27 2021 2 (DOCX)
- FD2 MCA Fire Siren Agreement (DOC)

Review:

- Wade Elmore Completed 05/27/2021 12:24 PM
- Purchasing Completed 05/27/2021 1:27 PM
- Rosylene Robinson Completed 05/27/2021 2:22 PM
- Finance Completed 06/01/2021 11:29 PM
- City Attorney's Office Completed 06/02/2021 12:34 PM
- Winston Denmark Pending
- Mercedes Miller Completed 06/02/2021 2:33 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



MOBILE COMMUNICATIONS AMERICA, INC.
2241 TUCKER INDUSTRIAL ROAD
TUCKER, GA 30084
Phone: 404-284-8115
Fax: 404-284-8299

QUOTATION
245000490

Bill To:
College Park GA City of
3717 College Street
Cathy Tedford
College Park, GA 30337

Ship To:
College Park GA Fire Dept
3717 College Street
Cathy Tedford
College Park, GA 30337

Contact:
Contact #:

Contact: CAPT WILLIFORD
Contact #: 404-761-3131,239

Table with 3 columns: Date: 09/18/2019, Customer #: 102368, Terms: NET 30 DAYS

Main table with 6 columns: Qty, Item, Description, U/M, Unit Price, Extended. Contains 3 line items for equipment and labor.

Accepted By: _____ Date: _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Sharon Forness
Phone #:
Email: sharonforness@callmc.com

Subtotal : \$68,040.83
Tax :
Total Quote : \$68,040.83

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.



MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such



amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 30 days after date of invoice.
- B. Over \$50,000.00 require the below Milestone payments:
 - 40% down at order entry
 - 50% at shipment
 - 10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

LATE FEES:

If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.

All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment



associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

- B. REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

C. LOGOS AND TRADEMARKS:

The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.
- B. INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of

performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 10 days after date of invoice.
- B. Over \$50,000.00 – 30% down at order entry
60% at shipment
10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:**
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not

limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

- B. **INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. **NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. **WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.



Statewide Contract Number	9999-SPD-NVPWA06913-0004	NIGP Codes	72688, 72689, 72690, 93972, 72616
Name of Contract	NASPO Public Safety Two-Way Radios		
Effective Date	January 28, 2019	Expiration Date	June 30, 2021
Contract Table of Contents			
Suppliers Awarded	4	Contract Information:	Convenience
Contract Information for Supplier			Page Number
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Additional Contract Information			
<u>Item Schedule</u>			3
<u>Ordering Instructions</u>			3
<u>Contract Renewals/ Extensions/ Changes</u>			4
<u>DOAS Contact Information</u>			4

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-NVPWA06913-0004
Contract Name	NAPSO Public Safety Two-Way Radios
PeopleSoft Supplier Number	0000008244
Supplier Name & Address	
Motorola Solutions 1700 Belle Meade Court Lawrenceville, GA 30042	
Contract Administrator	
Philip Landgrebe Philip@motorolasolutions.com	
Contact Details	
Ordering Information	Refer to the Authorized Reseller/Partner List in Team Georgia Marketplace. https://www.motorolasolutions.com/en_us/product-catalog-search.html
Remitting Information	As invoiced
Delivery Days	Varies by product
Discounts	In discount schedule document
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government

Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.
Return Process	Contact local representative
Special Quote/High Volume Process	Contact local representative

Item Schedule

Products and Pricing:

See Team Georgia Marketplace for State products and pricing or contact supplier directly.

Availability and Special Instructions:

The use of new radio frequencies requires the review by the telecommunications personnel of the State of Georgia. Please call Ralph Bevan at 404.656.2042 for information regarding this process.

Ordering Instructions:

Orders may be placed by utilizing Motorola's authorized reseller/partner list located in Team Georgia Marketplace. However, a copy of the invoice for work completed must be sent to the DOAS Contract Management Specialist if the authorized reseller/partner is not set up in the Peoplesoft. Upon receipt of the invoice, DOAS team will take the required steps to set the reseller/partner up in Peoplesoft so that payment can be made. **Motorola prefers that payment is made to the reseller/partner performing the work.**

Contract Number: SWC980-2800008

Orders should be mailed or emailed to:

Motorola Solutions
1700 Belle Meade Court
Lawrenceville, GA 30042 Attn:

https://www.motorolasolutions.com/en_us/product-catalog-search.html

Payments should be mailed to:

Motorola Solutions
P.O. Box 404059
Atlanta, GA 30384

Orders will be shipped within 45 days after purchase release order is received.

Payment Terms: Net 30 days

Warranty Period: One-year parts, labor and shipping. During the warranty period, agencies must return problem equipment to any authorized Motorola service center in Georgia. Equipment will be repaired or exchanged and returned to user agency within 30 days of shipment.

An extended warranty is available for each of the radio models bid. Pricing for the extended warranty is listed as part of our bid response.

Onsite warranty is available for fixed network equipment at no additional charge. Onsite warranty for mobile and portable radios will be quoted on an as-needed basis. **Technical Assistance:** 888.567.7347

Contract Renewals/ Extensions/ Changes**DOAS Contact Information:****Bennetta Daniels**

Contract Management Specialist
Bennetta.Daniels@DOAS.GA.GOV
(678) 271-8292

For Team Georgia Marketplace questions:**Procurement Help Desk**

(404) 657-6000
procurementhelp@doas.ga.gov



Whelen Engineering has distributor networks setup across the country, with Mobile Communications America being the only ACTIVE MASTER DISTRIBUTOR within the state of Georgia, Alabama, South Carolina, Florida, or within a 100 mile radius of College Park GA. Whelen Engineering produces high quality outdoor warning sirens capable of warning the public when severe weather or other emergencies exist. Each siren is made in the United States of America.

Mobile Communications America is also the only distributor for WeatherWarn and Centralert Activation software within the State of Georgia. WeatherWarn is the software that has been proposed to College Park for automatic weather activation of the siren system.

Mobile Communications America will provide a turn-key solution from system design, implementation, system testing and acceptance, and maintenance. Installing new sirens, upgrading software, and providing a fully scalable solution that integrates seamlessly into College Park's radio and siren system.



Date: 5/27/2021

Jeff Hudgins

Service Manager – Mass Notification Systems
256-241-4707

To: Lance Muncher

Reference: College Park Georgia

Maintenance Quote

Provide onsite support to perform 1 PM check annually and service calls as needed. This quote is for labor only, Monday thru Friday normal business hours.

MNS Labor	\$5,525.00
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Items checked during the PM check:

- . Inspection of the mounting pole
- . Antenna Coax
- . AC service connections
- . Grounding connections
- . Inspection of the control cabinet
- . Battery cabinet
- . Battery chargers
- . Load test each battery
- . Check the radio receiver and alignment and sensitivity
- . Check the radio transmit power and reflected power

Assumptions:

This quote is based on the current Front Panel upgrade quote is purchased along with this contract.

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PURCHASE OF GOODS

This Agreement made and entered into this ____ day of _____, 20____, for siren equipment with the City's Fire Department ("Agreement"), between the **City of COLLEGE PARK, GEORGIA** (hereinafter "the City") and **MOBILE COMMUNICATIONS AMERICA, INC.** (hereinafter "the Contractor" or "MCA"), witnesseth:

WHEREAS, the City is contracting with the Contractor for the purchase of goods as described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide the good and services to the City's Fire Department, as described in the Sales Order attached hereto as Exhibit A, and the total costs are to be \$76,865.83. Should there be any conflict between the terms of the Agreement and the terms in Exhibit A, the terms of the Agreement will be controlling.
2. **COSTS:** The City shall pay and the Contractor shall receive the prices stipulated in the Order Form, hereto attached as full compensation for all items furnished by the Contractor relative to the above-described services. The City shall pay the Contractor net 30 days after receipt of an invoice.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the effective date of this Agreement as signed by the parties and the Agreement shall remain in effect for 12 months. In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the City at the end of the 12 months and thereafter each succeeding, if any, 12-month period. However, absent a termination or notice as set forth below, this Agreement shall be automatically renewed on an annual basis for a twelve-month term, upon the same terms and conditions as provided for in this Agreement. The City may opt to renew this Agreement for the succeeding twelve (12) calendar month term ("Renewal Term"), if City notifies Contractor in writing no less than thirty (30) days prior to the end of the Initial Term.
4. **DELIVERY:** Unless otherwise specifically provided, delivery of all items shall be free on board ("FOB") seller's shipping facility or at MCA's option, FOB point of manufacture, ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to City upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to buyer, standard commercial packing for domestic ground shipment is included in the FOB price, insurance is not included in the price unless requested by City at the time of

order placement. It shall be the responsibility of the City to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

5. **RELATIONSHIP OF PARTIES**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company 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 College Park.

6. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign this Agreement or any portion of this Agreement, without the prior express written consent of the other respective party. No assignment or subcontract by either party shall in any way relieve the party from complete and punctual performance of this Agreement, including without limitation all obligations under the WARRANTY provisions of this Agreement.

7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
8. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit B and hereby incorporated into this Agreement. The Contractor shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's legal liability on account of accidents to their employees. The Contractor shall carry adequate Comprehensive General Liability covering accidents to their employees. The Contractor shall carry adequate Comprehensive General Liability covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.
10. **TERMINATION FOR DEFAULT:**
- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes

beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (c) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Section 12 ("Termination for Convenience") of this Agreement.
 - (d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
11. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the City will not be entitled to any pro-rated refund for unperformed months of usage for the remainder of the contract term as set forth in this Agreement. The Parties acknowledge that early termination of this Agreement by the City for any reason other than pursuant to termination for cause will result in Contractor incurring damages difficult or impossible to ascertain. In the event of such occurrence, Contractor will be entitled to, and City agrees to pay (not as a penalty), all fees due for the remaining annual Term of the Agreement, in addition to any other amounts then due Contractor under the Agreement. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Order Form.
13. **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:

Purchasing Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

With copies to:

Fincher Denmark LLC
Attn: Winston Denmark, Esq.
100 Hartsfield Centre Pkwy.
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

14. **ATTORNEYS' FEES**: In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

15. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement. To the fullest extent by law, the Contractor agrees to indemnify and hold harmless the City from all claims, actions, demands, loss, and causes of action, arising from failure by Contractor or its employees, agents, and representatives to comply with all pertinent federal, state or local, rule or regulation, and laws in connection with this Agreement.

16. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

17. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

18. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

19. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

20. **WARRANTIES:** MCA warrants during the term of the Agreement that (i) all MCA Services will be performed in a professional and workmanlike manner, consistent with the quality of performance of services for similarly situated clients; (ii) all goods provided by MCA will be sound and in a workmanlike manner consistent with similar goods of the same value. MCA acknowledges its breach of these Warranties could result in claims by third parties. MCA agrees to indemnify, defend, and hold City harmless from all claims, actions, demands, loss, causes of action, damages, settlement amounts, liabilities, and costs, including reasonable attorney fees and litigation costs, arising from MCA's breach of said Warranties.

21. **INDEMNIFICATION.** MCA shall at all times exonerate, indemnify, defend and save harmless City from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions (including attorneys' fees), based upon or arising out of damage or injury (including death) to persons or property (i) caused by MCA or any party engaged in or observing any MCA activity, or (ii) resulting in whole or in part from a negligent act or omission of MCA or anyone directly or indirectly employed by or under the supervision of any of them or in any way arising out of the Scope of Services, and MCA shall assume and pay for, without cost to City, the defense of any and all claims, litigation and actions.

22. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, MCA will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). MCA will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit C**, attached hereto and incorporated herein.
23. **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.
24. **AMENDMENT OF AGREEMENT:** Modification or changes in this Agreement must be in writing and signed by the parties to this Agreement.
25. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
26. **ENTIRE AGREEMENT**
This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company’s Scope of Services and is referenced in Exhibit “A”. In case of conflict between any term of the Company’s Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF this _____ day of _____, 20_____, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

COLLEGE PARK, GEORGIA

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____



MOBILE COMMUNICATIONS
AMERICA, INC. 2241 TUCKER
INDUSTRIAL ROAD
TUCKER, GA 30084
Phone: 404-284-8115
Fax: 404-284-8299

Bill To:
College Park GA City of
3717 College Street
College Park, GA 30337

Ship To:
College Park GA Fire Dept
3717 College Street
College Park, GA 30337

Contact: CAPT WILLIFORD
Contact #: 404-761-3131,239

Date: 09/18/2019		Customer #: 102368	Terms: NET30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended
1	*MISC-EQUIP	Front Panel Upgrade This is for upgrading all 5 sirens front panels. Customer to supply batteries for sirens. If you want us to include batteries, it would be an additional \$425 per front panel for the batteries. This price is based that the Control Cabinets are not bent or not usable.	EA	39,923.35	39,923.35
1	*MISC-EQUIP	WeatherWarn Activation Software This is for installation of the WeatherWarn activation software, training, and misc items related to the Weatherwarn.	EA	21,017.48	21,017.48
1	FT-FR	FIELD TECH LABOR FLAT RATE This includes replacement of all the front panels rental of lift (3.5 days) to upgrade the sirens.	EA	7,100.00	7,100.00

Please contact customer representative by phone or email with any questions:
Customer Rep: Sharon Forness
Phone #:
Email: sharonforness@callmc.com

Subtotal \$68,040.83
Total Quote: \$68,040.83

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee



Date: 5/27/2021

Jeff Hudgins

Service Manager – Mass Notification Systems
256-241-4707

To: Lance Muncher

Reference: College Park Georgia

Maintenance Quote

Provide onsite support to perform 1 PM check annually and service calls as needed. This quote is for labor only, Monday thru Friday normal business hours.

MNS Labor	\$5,525.00
-----------	------------

Items checked during the PM check:

- . Inspection of the mounting pole
- . Antenna Coax
- . AC service connections
- . Grounding connections
- . Inspection of the control cabinet
- . Battery cabinet
- . Battery chargers
- . Load test each battery
- . Check the radio receiver and alignment and sensitivity
- . Check the radio transmit power and reflected power

Assumptions:

This quote is based on the current Front Panel upgrade quote is purchased along with this contract.

1. **CANCELLATION:** In case of cancellation prior to delivery, customer will be charged and agrees to pay 10% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions, programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances
2. **SHORTAGES AND DEFECTS:** Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 5 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.
3. **PATENT, COPYRIGHT, AND TRADEMARKS:**
 - a. **COPYRIGHT.ANDMASKWORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other work of authorship furnished hereunder including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same, reproduce copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the equipment associated with same, no other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - b. **REVERSE ENGINEERING:** City acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
 - c. **LOGOS AND TRADEMARKS:** The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

By executing this affidavit, MCA verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that MCA, which is engaged in the physical performance of Services in Georgia under a contract with City of College Park, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Further, MCA will continue to use the federal work authorization program throughout the contract period and will verify the immigration status of newly hired employees. Furthermore, the undersigned agrees that, should it employ or contract with any subContractor(s) in connection with the physical performance of Services pursuant to this contract with the City of College Park, Georgia, MCA will secure from such subContractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the SubContractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. MCA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

User Identification Number

BY: Authorized Officer or Agent of MCA

Date

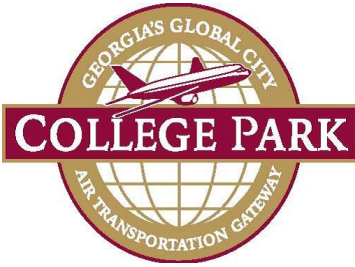
Title of Authorized Officer or Agent of MCA

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS __ DAY
OF _____, 20 _____

Notary Public

My Commission Expires: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8897

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: COVID CDBG ADDITIONAL FUNDS

PURPOSE: Since the first Community Development Block Grant coronavirus (CDBG-CV) allocations were announced in March 2020, a wide range of larger pandemic response and recovery funding sources focused on assistance to individuals and families have become available. As a result, CDBG-CV grantees have begun identifying gaps and creating activities to drive longer-term recovery and revitalization for low- and moderate-income (LMI) areas.

REASON: To request the Mayor and City Council to ratify the acceptance of the second round CDBG COVID-3 Cares Act funding.

RECOMMENDATION: Approval of receipt of funds in the amount of \$110,000.00 to be awarded to the City of College Park for CDBG-CV Cares Act for Phase II Emergency Utility Assistance to support Fulton County citizens in need during the pandemic.

BACKGROUND: Fulton County and College Park is dedicating more than \$500,000 dollars in Community Development Block Grant (CDBG) funding, from the federal Coronavirus Aid Relief and Economic Security (CARES) Act, for eligible College Park residents to pay up to three months of past-due utility payments as a result of a temporary job loss, reduction in work hours or other income hardship caused by the COVID-19 pandemic. The CDBG grant program is through the U.S. Department of Housing and Urban Development (HUD).

Our city may use CDBG and CDBG-CV funds for a range of eligible activities with utilities payments. A key for utilities payments is to focus on documented coronavirus effects or risks to overall economic, service, housing and infrastructure serving LMI neighborhoods and communities, and to consider both backward-looking and potential forward-looking risks or vulnerabilities to coronavirus.

Payments for this one-time grant will be made by College Park on behalf of a qualified household up to a maximum of \$2000 per household. This program is designed to assist low

income households whose gross household income is less than 80% of the Area Median Income (AMI) as defined by HUD.

YEARS OF SERVICE:

COST TO CITY: None

BUDGETED ITEM: No

REVENUE TO CITY: Additional Utility Payments

CITY COUNCIL HEARING DATE: June 7, 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:

- City of College Park-CDBG COVID-3 Award Notification (DOCX)
- 2020 COVID CDBG Municipality Agreement (PDF)

Review:

- Jackson Myers Completed 06/01/2021 10:53 AM
- Rosyline Robinson Completed 06/01/2021 3:15 PM
- Althea Philord-Bradley Completed 06/01/2021 11:33 PM
- City Attorney's Office Completed 06/01/2021 2:54 PM
- Mercedes Miller Completed 06/02/2021 10:00 AM
- Mayor & City Council Pending 06/07/2021 7:30 PM



Fulton County
Department of Community Development



May 25, 2021

The Honorable Mayor Bianca Motley Broom
 College Park- City Hall
 3667 Main Street
 College Park, Georgia 30337

**RE: City of College Park-
 Community Development Block Grant (CDBG) COVID-3 Award Notification \$110,000.00**

Dear Mayor Motley Broom:

The Fulton County Board of Commissioners, by and through its Department of Community Development, has approved an award to the City of **College Park** for CDBG COVID-3 Cares Act funding in the amount of **\$110,000.00** for ***Phase II Emergency Utility Assistance to support Fulton County citizens in need during the pandemic.*** In addition, the County has begun the environmental review process in accordance with requirements from the U.S Department of Housing and Urban Development (HUD).

Please respond to accept this award notification in writing by Friday, June 4, 2021 to include a project timeline for project implementation.

Should you have any CDBG program and or project timeline related questions in this regard, please do not hesitate to contact Kim Benjamin at (404) 612-8077 or via email at kim.benjamin@fultoncountyga.gov.

Sincerely,

Pamela Roshell
 Deputy Chief Operating Officer

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners
 Richard Dick Anderson, County Manager
 Anna Roach, Chief Operating Officer
 Mia Redd, Deputy Director



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



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**AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of College Park
STATE OF GEORGIA, COUNTY OF FULTON**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants
Federal Award Identification Number: B-20-UW-13-0003
City of College Park’s DUNS Number: 079378865
Federal Award Date: 09/11/2020
Total Fulton County 2020 COVID CDBG Municipality Agreement: \$500,000.00**

THIS AGREEMENT entered this **5th** of October, **2020** by and between Fulton County, Georgia (herein called the “Grantee”) and **the City of College Park, Georgia** (hereinafter called the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Subrecipient to assist the Grantee in utilizing such funds; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV Agreement for Fiscal Year 2020 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include an Emergency Assistance Program for low to moderate income citizens. Services include assistance payments for utilities, rent and mortgage for citizens impacted by the pandemic. Approximately 200-250 individuals or households will be assisted.

A copy of the complete scope of work is attached in EXHIBIT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) low/mod clientele.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on September 11, 2020 and end on the 31th day of December 2021.

III. BUDGET

City of College Park shall maintain a budget compliant to CDBG program requirements. Reference Exhibit C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub recipient Agreement shall not exceed **\$500,000. Expenses for eligible activities shall be retroactive to September 11, 2020.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Jackson Myers, Special Projects Administrator
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of College Park 3667 Main Street College Park, Georgia 30337
Phone:	(404) 612-8077	(678) 794-4834
Email:	Kim.benjamin@fultoncountyga.gov	jmeyers@collegeparkga.com

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- 1 • Duplication of benefit does not include funding the same activity but should be the last in and the
- 2 total costs must be documented to equal or exceed federal contributions from all sources.
- 3 • A complete description of the procurement process must be provided for any items purchased with
- 4 these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2
- 5 CFR Part 200. All other items must be competitively procured.
- 6 • All staff costs covered by this grant, including those retroactive to September 11, 2020, must be
- 7 fully documented (separately from regular CDBG staff costs) and timesheets provided for each
- 8 staff position covered. Beneficiaries from this time period must also be reported.
- 9 • Funds being used retroactively cannot be used to pay for building renovations and other projects
- 10 that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To,
- 11 "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- 12 • Funds being used under the Urgent Need criteria must be tied to responding to a health and
- 13 welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient
- 14 must demonstrate and certify there are no other funds available to address the need.
- 15 • All Federal Cross-Cutting requirements apply including Financial Management and Procurement,
- 16 Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing
- 17 and Non-Discrimination

18 VII. GENERAL CONDITIONS

19 A. General Compliance

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21
22
23 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal
24 Regulations, Part 570 (the Housing and Urban Development regulations concerning Community
25 Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other
26 applicable Federal, State and Local laws, regulations, and policies governing the funds provided
27 under this Agreement. The sub-recipient further agrees to utilize funds available under this
28 Agreement to supplement rather than supplant funds otherwise available.

29 B. Independent Contractor

30
31
32 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating
33 or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at
34 all times remain an "independent contractor" or with respect to the services to be performed under
35 this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation
36 FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub
37 recipient is an independent sub recipient.

38 C. Hold Harmless

39
40
41 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees
42 to release, indemnify, defend and hold harmless the County, its commissioners, officers, and
43 employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including
44 without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such
45 parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation,
46 personal injury, wrongful death or property damage, arising in any way from the actions or omissions
47 of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient
48 does further hereby agree to release, indemnify, defend and hold harmless the County, its
49 commissioners, officers, and employees, from any injury (including death resulting there from), loss,
50 claim or damage sustained by the Sub-recipient's agents and employees. The language of this
51 indemnification clause shall survive termination of this Agreement, even if the County terminates the
52 Agreement for its convenience.

1 **D. Worker's Compensation**

2 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
3 the performance of this Agreement.

4
5 **E. Insurance and Bonding**

6
7 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
8 theft, fraud and /or undue physical damage.

9
10 **F. Grantor Recognition**

11 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services
12 through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
13 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
14 support provided herein in all publications made possible with funds made available under this
15 Agreement.

16
17
18 **G. Amendments**

19 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
20 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
21 representative of both organizations, and approved by the Grantee's governing body. Such
22 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
23 from its obligations under this Agreement.

24 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
25 governmental guidelines, policies and available funding amounts, or for other reasons. If such
26 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
27 undertaken as part of this Agreement, such modifications will be incorporated only by written
28 amendment signed by both Grantee and Sub-recipient.

29
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31 **H. Suspension or Termination**

32 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may
33 occur if the Sub-recipient materially fails to comply with any term of the award and the award may be
34 terminated for convenience.

35 Either party may terminate this Agreement at any time by giving written notice to the other party of
36 such termination and specifying the effective date there of at least 30 days before this effective date
37 of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be
38 undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all
39 finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or
40 other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee,
41 become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and
42 equitable compensation for any satisfactory work completed on such documents or materials prior to
43 the termination.

44 The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient
45 materially fails to comply with any term of this Agreement, or with any of the rules, regulations or
46 provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further
47 participation in the grantee's contracts, in addition to other remedies as provided by law. In the event
48 there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or
49 regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such
50 time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to
51 be in compliance.

1 **VIII. ADMINISTRATIVE REQUIREMENTS**

2
3 **A. Financial Management**

4
5 **1. Accounting Standards**

6 The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the
7 accounting principles and procedures required therein, utilize adequate internal controls, and
8 maintain necessary source documentation for all costs incurred.
9

10 **2. Internal Controls**

11 The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal
12 controls over the funds awarded herein.
13

14 **3. Cost Principles**

15 The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E,
16 "Cost Principles". These principles shall be applied for all costs incurred whether charged on a
17 direct or indirect basis.
18

19 **B. Documentation and Record-Keeping**

20
21 **1. Records to be maintained**

22 The Sub-recipient shall maintain all records required by the Federal regulations specified in 24
23 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such
24 records shall include but not be limited to:
25

- 26 ❖ Records providing a full description of each activity undertaken
- 27 ❖ Records demonstrating that each activity undertaken meet one of the National Objectives
28 of the CDBG program
- 29 ❖ Records required determine the eligibility of activities
- 30 ❖ Records required to document the acquisition, improvement, use or disposition of sale
31 property acquired or improved with CDBG assistance
- 32 ❖ Records documenting compliance with the fair housing and equal opportunity components
33 of the CDBG program
- 34 ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- 35 ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570
36

37 **2. Retention**

38 The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement
39 for a period of three (3) years from the date of submission of the final expenditure report for
40 activities funded under this Agreement. Records for non-expendable property acquired with
41 funds under this Agreement shall be retained for three (3) years after final disposition of such
42 property. Records for any displaced person must be kept for three (3) years after he/she has
43 received final payment. Notwithstanding the above, if there is litigation, claims, audits,
44 negotiation or other actions that involve any of the records cited and that have started before the
45 expiration of the three year period, then such record must be retained until completion of the
46 actions and resolution of all issues, or the expiration of the three year period, whichever occurs
47 later.
48

49 **3. Client Data**

50 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
51 Such data shall include, but not be limited to, client name, address, income level, race, sex,
52 elderly, head of household, family size, or other basis for determining eligibility, and description of
53 service provided. Such information shall be made available to Grantee monitors or their
54 designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures**1. Program Income**

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee

1 policy concerning payments. With the exception of certain advances, payments will be made for
 2 eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash
 3 requirements. Payments will be adjusted by the Grantee in accordance with advance fund and
 4 program income balances available in Sub recipient accounts. In addition, the Grantee reserves
 5 the right to liquidate funds available under this Agreement for costs incurred by the Grantee on
 6 behalf of the Sub recipient.
 7

8 **4. Progress Report**

9 The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided
 10 in Appendix B or as otherwise specified by the Grantee.
 11

12 **D. Procurement**

13 **1. Compliance**

14 The Sub-recipient must establish written procurement procedures, shall comply with current
 15 Grantee policy concerning the purchase of equipment and shall maintain inventory records of all
 16 non-expendable personal property as defined by such policy as may be procured with funds
 17 provided herein. All program assets (unexplained program income, property, equipment, etc.)
 18 shall revert to the Grantee upon termination of this Agreement.
 19

20 **2. All procurement must comply with 2 CFR Part 200 Subpart D.**

- 21
- 22
- 23 a. Sub-recipients must avoid purchasing unnecessary items
- 24
- 25 b. Where appropriate, an analysis is made of lease and purchase alternatives to determine
- 26 which would be the most economical and practical procurement for the federal government
- 27
- 28 c. Solicitations for goods and services provide for all of the following:
- 29 1. A clear and accurate description of the technical requirements for the material, product
- 30 or service to be procured. In competitive procurements, such a description shall not
- 31 contain features which unduly restrict competition.
- 32 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in
- 33 evaluating bids or proposals.
- 34 3. A description, whenever practicable, of technical requirements in terms of functions to be
- 35 performed or performance required, including the range of acceptable characteristics or
- 36 minimum acceptable standards.
- 37 4. The specific features of "brand name or equal" descriptions that bidders are required to
- 38 meet when such items are included in the solicitation.
- 39 5. The acceptance, to the extent practicable and economically feasible, of products and
- 40 services dimensioned in the metric system of measurement.
- 41 6. Preference, to the extent practicable and economically feasible, for products and
- 42 services that conserve natural resources and protect the environment and are energy
- 43 efficient.
 44
- 45 d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned
- 46 companies and women's business enterprises, whenever possible. Recipients of Federal
- 47 awards shall take all of the following steps to further this goal:
- 48 1. Ensure that small businesses, minority-owned companies and women's business
- 49 enterprises are used to the fullest extent practicable.
- 50 2. Make information on forthcoming opportunities available and arrange time frames for
- 51 purchases and contracts to encourage and facilitate participation by small businesses,
- 52 minority-owned companies and women's business enterprises.
- 53 3. Consider in the contract process whether firms competing for larger contracts intend to
- 54 subcontract with small businesses, minority-owned companies and women's business
- 55 enterprises.
 56 4. Encourage contracting with consortiums of small businesses, minority-owned

1 companies and women's business enterprises when a contract is too large for one of
2 these firms to handle individually.

3 5. Use the services and assistance, as appropriate, of such organizations as the Small
4 Business Administration and the US Department of Commerce Minority Business
5 Development Agency in the solicitation and utilization of small businesses, minority-
6 owned companies and women's business enterprises.

7
8 e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable
9 contracts, purchase orders, and incentive contracts) shall be determined by the recipient
10 but shall be appropriate for the particular procurement and for promoting the best interest of
11 the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of
12 construction cost" methods of contracting **shall not be used**.

13
14 f. Contracts shall be made only with responsible contractors who possess the potential ability
15 to perform successfully under the terms and condition of the proposed procurement.
16 Consideration shall be given to such matters as contractor integrity; compliance with public
17 policy, including, where applicable, Section 3 of the Housing and Urban Development Act
18 of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or
19 accessibility to other necessary resources.

20
21 A contract award (see 2 CFR 180.220) must not be made to parties listed on the
22 government-wide exclusions in the System for Award Management (SAM), in accordance
23 with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part
24 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and
25 Suspension." SAM Exclusions contains the names of parties debarred, suspended, or
26 otherwise excluded by agencies, as well as parties declared negligible under statutory or
27 regulatory authority other than Executive Order 12549.

28
29 g. Sub-recipients shall, on request, make available for the Federal awarding agency and
30 Fulton County, pre-award review and procurement documents, such as requests for
31 proposals or invitation for bids, independent cost estimates, etc., when any of the following
32 conditions apply:

- 33 1. A sub-recipient's procurement procedures or operation fails to comply with the
34 procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
35 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at
36 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or
37 only one bid or offer is received in response to a solicitation;
38 3. The procurement, which is expected to exceed the small purchase threshold, specifies a
39 "brand name" product.
40 4. The proposed award over the small purchase threshold is to be awarded to other than
41 the apparent low bidder under sealed bid procurement.
42 5. A proposed contract modification changes the scope of a contract or increases the
43 contract amount by more than the amount of the small purchase threshold.

44
45 h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A
46 non-Federal entity that is a state agency or agency of a political subdivision of a state and
47 its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended
48 by the Resource Conservation and Recovery Act. The requirements of Section 6002
49 include procuring only items designated in guidelines of the Environmental Protection
50 Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered
51 materials practicable, consistent with maintaining a satisfactory level of competition, where
52 the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during
53 the preceding fiscal year exceeded \$10,000; procuring solid waste management services in
54 a manner that maximizes energy and resource recovery; and establishing an affirmative
55 procurement program for procurement of recovered materials identified in the EPA
56 guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

1 **X. Personnel and Participant Conditions**

2
3 **A. Civil Rights**

4
5 **1. Compliance**

6 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
7 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b)
8 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended,
9 Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
10 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
11 by Executive Order 11375 and 12086.

12
13 **2. Nondiscrimination**

14 The Sub-recipient will not discriminate against any employee or applicant for employment
15 because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap,
16 age, marital/familial statuses with regard to public assistance. The Sub recipient will take
17 affirmative actions to insure that all employment practices are free from such discrimination.
18 Such employment practices include but not limited to the following: hiring, upgrading, demotion,
19 transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of
20 compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to
21 post in conspicuous places, available to employees and applicants for employment, notices to be
22 provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

23
24 **3. Land Covenants**

25 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
26 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land
27 acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient
28 shall cause or require a covenant running with the land to be inserted in the deed or lease for
29 such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the
30 use or occupancy of such land, or in any improvements erected or to be erected thereon,
31 providing that the Grantee and the United States are beneficiaries of and entitled to enforce such
32 covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted
33 hereunder, agrees to take such measures as are necessary to enforce such covenant and will not
34 itself so discriminate.

35
36 **4. Section 504**

37 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
38 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
39 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
40 recipient with any guidelines necessary for compliance with that portion of the regulations in force
41 during the term of this Agreement.

42
43 **5. Fair Housing**

44 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
45 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
46 Housing and Urban Development requires that grantees administer all programs and activities
47 related to housing and community development in a manner to affirmatively further the policies of
48 the Fair Housing Act.

49
50 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair
51 Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively
52 further fair housing within its own jurisdiction and support Fulton County's actions to comply with
53 the County's fair housing certification. This provision is required because noncompliance by a unit
54 of general local government included in an urban county may constitute noncompliance by the
55 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial
56 actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action**1. Approved Plan**

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by

1 the agency contracting officer, advising the labor union or worker's representative of the Sub-
2 recipient's commitments hereunder, and shall post copies of the notice in conspicuous places
3 available to employees and applicants for employment.

4
5 **5. EEO/AA Statement**

6 The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf
7 of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

8
9 **6. Subcontract Provisions**

10 The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative
11 Action, in every subcontract or purchase order, specifically or by references, so that such
12 provision will be binding upon each of its own sub-recipients or subcontractors.

13
14 **C. Employment Restriction**

15
16 **1. Prohibited Activity**

17 The Sub-recipient is prohibited from using funds provided herein or personnel employed in the
18 administration of the program for: political activities; sectarian or religious activities; lobbying,
19 political patronage, and nepotism activities.

20
21 **2. Labor Standards**

22 The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in
23 accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and
24 Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and
25 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to
26 labor standards insofar as those acts apply to the performance of this Agreement. The Sub
27 recipient shall maintain documents which shall be made available to the Grantee for review upon
28 request.

29
30 The Sub-recipient agrees that, except with respect to the rehabilitation or construction of
31 residential property containing less than eight (8) units, all contractors engaged under contracts in
32 excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with
33 assistance provided under this Agreement, shall comply with Federal requirements adopted by
34 the Grantee pertaining to such contract and with the applicable requirements of the regulations of
35 the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and
36 ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in
37 full, in all such contracts subject to such regulations, provisions meeting the requirement of this
38 paragraph.

39
40 The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible
41 contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this
42 program.

43
44 **3. "Section 3" Clause**

45
46 **a. Compliance**

47 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all
48 applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be
49 a condition of the Federal financial assistance under this Agreement and binding upon the
50 Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors.
51 Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of
52 the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those
53 sanctions specified by the Agreement through which Federal assistance is provided. The
54 Sub-recipient certifies and agrees that no contractual or other disability exists which would
55 prevent compliance with these requirements.

1 The Sub-recipient further agrees to comply with these “Section 3” requirements and to include
 2 the following language in all subcontracts executed under this Agreement:

3
 4 “The work to be performed under this Agreement is project assisted under a program
 5 providing direct Federal financial assistance from HUD and is subject to the requirements of
 6 Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.
 7 Section 3 requires that to the greatest extent feasible opportunities for training and
 8 employment be given to low and very low income. Residents of the project area and contracts
 9 for work in connection with the project be awarded to business concerns that provide
 10 economic opportunities for low and very low-income persons residing in the community in
 11 which the project is located.”

12
 13 The Sub-recipient further agrees to ensure that opportunities for training and employment
 14 arising in connection with a housing rehabilitation (including reduction and abatement of lead
 15 based paint hazards), housing construction, or other public construction projects are given to
 16 low and very low income persons residing within the area in which the CDBG funded project is
 17 located; where feasible, priority should be given to low and very low income persons within the
 18 service area of the project or the neighborhood in which the project is located, and to low and
 19 very low income participants in other HUD programs; and award contracts for work undertaken
 20 in connection with a housing rehabilitation (including reduction and abatement of lead based
 21 paint hazards) housing construction, or other public construction projects are given to
 22 business concerns that provide economic opportunities for low and very low income persons
 23 residing within the municipality in which the CDBG funded project is located where feasible,
 24 priority should be given to business concerns which provide economic opportunities to low
 25 and very low income residents within the service area or the neighborhood in which the project
 26 is located, and to low and very low income participants in other HUD programs.

27 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists
 28 which would prevent compliance with these requirements.

29
 30 **b. Notifications**

31 The Sub-recipient agrees to send to each labor organization or representative of workers with
 32 which it has a collective bargaining agreement or other contract or understanding, if any, a
 33 notice advising said labor organization or worker’s representative of this commitment under
 34 this Section 3 clause and shall post copies of the notice in conspicuous places available to
 35 employees and applicants for employment of training.

36
 37 **c. Subcontracts**

38 The Sub-recipient will include this Section 3 clause in every subcontract and will take
 39 appropriate action pursuant to the subcontract upon finding that the subcontractor is in
 40 violation of regulations issued by the grantor agency. The Sub recipient will not subcontract
 41 with any entity where it has notice or knowledge that the latter has found in violation of
 42 regulations under 24 CFR 135 and will not let any subcontract unless the entity has first
 43 provided it with a preliminary statement of ability to comply with the requirements of these
 44 regulations.

45
 46 **d. Compliance with Fulton County Section 3 Plan**

47 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
 48 attached as Exhibit F.

49
 50 **D. Conduct**

51
 52 **1. Assignability**

53 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior
 54 written consent of the Grantee thereto; provided, however, that claims for money due or to
 55 become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a
 56 bank, trust company, or other financial institution without such approval. Notice of any such

1 assignment or transfer shall be furnished promptly to the Grantee.
2

3 **2. Subcontracts**

4
5 **a. Approvals**

6 The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the
7 performance of this Agreement without the written consent of the Grantee prior to the
8 execution of such agreement.
9

10 **b. Monitoring**

11 The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract
12 compliance. Results of monitoring efforts shall be summarized in written reports and
13 supported with documented evidence of follow-up actions taken to correct areas of
14 noncompliance.
15

16 **c. Content**

17 The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be
18 included in and made a part of any subcontract executed in the performance of this
19 Agreement.
20

21 **d. Selection Process**

22 The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this
23 Agreement shall be awarded of a fair and open competition basis. Executed copies of all
24 subcontracts shall be forwarded to the Grantee along with documentation concerning the
25 selection process.
26

27 **3. Hatch Act**

28 The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement,
29 shall be in any way or to any extent engaged in the conduct of political activities in violation of
30 Chapter 15 of Title V United States Code.
31

32 **4. Conflict of Interest**

33 The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts
34 of interest, and covenants that it presently has no financial interest and shall not acquire any
35 financial interest, direct or indirect, which would conflict in any manner or degree with the
36 performance of services required under this Agreement. The Sub-recipient further covenants that
37 in the performance of the Agreement no person having such a financial interest shall be
38 employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply
39 to any person who is an employee, agent, consultant, officer, or elected official or appointed
40 official of the Grantee, or of any designated public agencies or sub recipients which are receiving
41 funds under the CDBG Entitlement program.
42

43 **5. Lobbying**

44 The Sub-recipient hereby certifies that:
45

- 46
- 47 a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any
48 person for influencing or attempting to influence an officer or employee or an agency, a
49 member of Congress, an officer or employee of Congress, or an employee of a member of
50 Congress in connection with the awarding of any Federal contract, the making of any
51 Federal grant, the making of any Federal loan, the entering into of any cooperative
52 agreement, and the extension, continuation, renewal, amendment, or modification of any
53 Federal contract, grant, loan or cooperative agreement.
 - 54 b. If any funds other than Federal appropriated funds have been paid or will be paid to any
55 person for influencing or attempting to influence an officer or employee of any agency, a
56 member of Congress, an officer or employee of Congress, or an employee of a Member of

1 Congress in connection with this Federal contract, grant, loan or cooperative agreement, it
 2 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in
 3 accordance with its instruction.
 4

- 5 c. It will require that the language of paragraph (d) of this certification be included in the award
 6 documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts
 7 under grants, loans, and cooperative agreements) and that all sub recipients shall certify
 8 and disclose accordingly.
 9

10 d. **Lobbying Certification**

11 This certification is a material representation of fact upon which reliance was placed when
 12 this transaction was made or entered into. Submission of this certification is a prerequisite
 13 for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.
 14 Code. Any person who fails to file the required certification shall be subject to a civil
 15 penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
 16

- 17 e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an
 18 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier
 19 above that it will not and has not used Federal appropriated funds to pay any person or
 20 organization for influencing or attempting to influence an officer or employee of any agency,
 21 a member of Congress, officer or employee of Congress, or an employee of a member of
 22 Congress in connection with obtaining any Federal contract, grant or any other award
 23 covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal
 24 funds that takes place in connection with obtaining any Federal award. Such disclosures
 25 are forwarded from tier to tier up to the non-Federal award.
 26

27 **6. Rights to Inventions Made under Contract or Agreement**

28 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and
 29 the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit
 30 organization regarding the substitution of parties, assignment or performance of experimental,
 31 developmental, or research work under that "funding agreement," the recipient or sub recipient
 32 must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit
 33 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative
 34 Agreements," and any implementing regulations issued by the awarding agency.
 35

36 **7. Religious Organization**

37 The Sub-recipient agrees that funds provided under this Agreement will not be utilized for
 38 religious activities, to promote religious interest, or for the benefit of a religious organization is in
 39 accordance with the Federal regulations specified in 24 CFR 570.200(j).
 40

41 **E. Code of Conduct**

42
 43 The sub-recipient shall maintain written standards of conduct governing the performance of its
 44 employees engaged in the award and administration of contracts. No employee, officer, or agent
 45 shall participate in the selection, award, or administration of a contract supported by Federal funds if a
 46 real or apparent conflict of interest is involved. Such a conflict would arise when the employee,
 47 officer, or agent, any member of his or her immediate family, his or her partner, or an organization
 48 which employs or is about to employ any of the parties indicated herein, has a financial or other
 49 interest in the company selected for an award.
 50

51 The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities,
 52 favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-
 53 recipients may set standards for situations in which the financial interest is not substantial or the gift is
 54 an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions
 55 to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.
 56

1 **XI. ENVIRONMENTAL CONDITIONS**

2
3 The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except
4 that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
5 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review
6 process under the provisions of 24 CFR.

7
8 **A. Air and Water**

9 The Sub recipient agrees to comply with the following requirements insofar as they apply to the
10 performance of this Agreement:

- 11
12 1. Clean Air Act, 42 U.S.C., 7401, et seq.
13 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318
14 relating to inspection, monitoring, entry, reports, and information, as well as, other
15 requirements specified in said Section 114 and Section 308, as all regulations and guidelines
16 issued hereunder.
17 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as
18 amended

19
20 **B. Flood Disaster Protection**

21 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the
22 Sub recipient shall assure that for activities located in an area identified by FEMA as having special
23 flood hazards, flood insurance under the national Flood Insurance Program is obtained and
24 maintained a condition of financial assistance for acquisition or construction purposes (including
25 rehabilitation).

26
27 **C. Lead Based Paint**

28 The Sub-recipient agrees that any construction of rehabilitation of residential structures with
29 assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at
30 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and
31 require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be
32 properly notified that such properties may include lead based paint. Such notifications shall point out
33 the hazards of lead based paint and explain the symptoms, treatment and precautions that should be
34 taken when dealing with lead based paint poisoning and the advisability of blood lead level screening
35 for children under seven. The notice should also point out that if lead based paint is found on the
36 property, abatement measures may be taken.

37
38 **D. Historic Preservation**

39 The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the
40 National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth
41 in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic
42 Properties, insofar as they apply to the performance of this Agreement.

43 In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation
44 and demolition of historic properties that a fifty years old or older that are included on a Federal, State
45 or local historic property list.

46
47 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

48 The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968
49 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved
50 with funds provided hereunder. These standards insure accessibility to, and use by, physically
51 handicapped people.

52
53 **F.E.O. 12373 – Interagency Review**

54 The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG
55 Program only when funds will be used for the planning or construction (reconstruction or installation) of

1 water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not
2 include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

3
4 **XII. SEVERABILITY**

5
6 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
7 thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

8
9 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF COLLEGE PARK, GEORGIA

FULTON COUNTY, GEORGIA

DocuSigned by:
Bianca Motley Broom
73A84A2686FF47A...
Bianca Motley-Broom, Mayor
City of College Park

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST DocuSigned by:
Shavala Moore
5F9ABCFC06FE4C6...
Shavala Moore
City Clerk

ATTEST
Tonya A. Grier, Interim Clerk to the Commission

DATE: 10/27/2020

DATE:

SEAL:

SEAL:



APPROVED AS TO CONTENT:
Dr. Pamela Roshell, Interim Director
Department of Community Development

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
Winston Denmark, City Attorney
24F952063CD1403...
Winston Denmark, City Attorney

Office of the County Attorney

DATE: 10/19/2020

DATE:

Fulton County Community Development Block Grant Program EXHIBIT A- COVID Project Description City of College Park

Fulton County and College Park is dedicating more than \$500,000 dollars in Community Development Block Grant (CDBG) funding, from the federal Coronavirus Aid Relief and Economic Security (CARES) Act, for eligible College Park residents to pay up to three months of past-due rent, mortgage and utility payments as a result of a temporary job loss, reduction in work hours or other income hardship caused by the COVID-19 pandemic. The CDBG grant program is through the U.S. Department of Housing and Urban Development (HUD).

Payments for this one-time grant will be made by College Park on behalf of a qualified household up to a maximum of \$2000 per household. This program is designed to assist low income households whose gross household income is less than 80% of the Area Median Income (AMI) as defined by HUD.

Household Income Eligibility

Persons Per Household Maximum Income Limits

1	\$46,350
2	\$52,950
3	\$59,550
4	\$66,150
5	\$71,450
6	\$76,750
7	\$82,050
8	\$87,350

Distribution of Applications and Fund Funds will be distributed in two phases:

- **Phase 1:** August – October. 31, 2020
- **Phase 2:** November 30, 2020 – February 15, 2021

Applications will be accepted during each phase until funds are exhausted.

**Fulton County Community Development Block Grant Program
EXHIBIT B: COVID –Emergency Assistance Program
Project Implementation Schedule
City of College Park**

COVID ACTIVITY	TASKS Qualification Overview	PROJECTED DATE
<p>Applicant Document Checklist The information provided shall be kept confidential and used only for the purpose of determining eligibility for financial assistance. Components of a complete application process include:</p> <ul style="list-style-type: none"> • Completed Application • Third-Party Authorization and Waiver of Confidentiality • State of Georgia Photo ID (must match the address on the lease/mortgage) • Active Lease Agreement, including an agreement to rent month-to-month if expired • Notice to Quit or other written documentation of amount of rent owed • Most recent mortgage statement • Most recent utility bills • Most recent Bank Statements • Verification of all sources of Income. Examples include: <ul style="list-style-type: none"> ○ Pay Stubs (1 month) ○ Unemployment Award Letter ○ Social Security, Disability or Social Security Income Award Letter ○ Verification of Pension ○ Verification of Child Support/Alimony ○ Veteran’s Benefit ○ Worker’s Compensation Statement ○ Self-employment – Year to date Profit/Loss and last two years income tax 	<ul style="list-style-type: none"> • Must be a legal resident in 1 of 53 participating communities. Have a household income less than 80% of the area median income, as defined by HUD • Inability to pay due to a temporary job loss, reduced work hours or other income hardship caused by COVID-19 pandemic, beginning March 10, 2020 or later • The household has not received assistance from any other source for the same activity and time period as requested through this program • Your landlord or property manager or mortgage company must agree to participate in the program. (No payments will be made directly to the applicant.) • This program provides a one-time grant for eligible households and covers the following areas: <ul style="list-style-type: none"> ○ Utility payment (gas, electric, water and sewer). • Household liquid assets (e.g., savings, checking, cash) are limited to \$10,000 	<p style="text-align: center;">August thru February 2021</p>

Fulton County Community Development Block Grant Program
EXHIBIT C: COVID –Emergency Assistance Program
Cost Reimbursement Budget
City of College Park

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG	CITY
Supplies, Copy Material and Labor \$ 30,000.00	August 2020	Insert project request amount \$ 500,000	College Park
Total for Year 2020 – 2021			\$ 500,000

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	August - September Projections	Submission Date	Total Operating Budget
▪ Equipment/Supplies/labor		November 1, 2020	\$30,000
TOTAL EXPENSES	TBD		

Fulton County Community Development Block Grant Program
EXHIBIT D:
City of College Park – COVID EMERGENCY ASSISTANCE PROGRAM
Quarterly Performance Report

Municipality: City of College Park CDBG Funding Year: 2020

Project Name: Emergency Assistance Program

Administering Department: City of College Park

Reporting Period From: To:

I. Project Status:

CDBG allocation amount: \$500,000

Number of Contracts Awarded: (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ CDBG Amount: \$
Contract Amounts: \$ CDBG Amount: \$
Contract Amounts: \$ CDBG Amount: \$

Has CDBG spending occurred for this project? Yes No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$

Agency's Local Match project fund balance: \$

Date of Construction start-up:

Date of Notice to Proceed (if different):

Number of days worked on project:

Percentage (%) of project complete: %

Percentage (%) of CDBG funds spent: %

Number of employees/workers on the job site:

Number of subcontractors on site:

Number of subcontractor's employees on site:

Wage decision or modification in use:

Number of submitted payrolls within reporting period:

Number of draw downs within reporting period:

Total amount of draw downs to date: \$

CDBG remaining balance: \$

Anticipated project completion date:

II. Narrative Description of Project Progress (attach additional sheets as necessary):

Blank lines for narrative description of project progress.

III. Project Issues, Considerations, or Problems (attach additional sheets as necessary):

Blank lines for project issues, considerations, or problems.

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1 st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

FY 2020 INCOME LIMITS SUMMARY								
As of July 07/01/2020 Fulton County, GA FY 2020 Median Income \$82,700								
Persons in Family								
	1	2	3	4	5	6	7	8
Extremely Low Income Limits (30%) 0- 30%	\$17,400	\$19,850	\$22,350	\$24,800	\$26,800	\$28,800	\$30,800	\$32,750
Very Low Income Limits (50%) 31%- 50%	\$28,950	\$33,100	\$37,250	\$41,350	\$44,700	\$48,000	\$51,300	\$54,600
Low Income Limits (60%) 51%- 60%	\$34,740	\$39,720	\$44,700	\$49,620	\$53,640	\$57,600	\$61,560	\$65,520
Low/Moderate Income Limits (80%) 61%- 80%	\$46,350	\$52,950	\$59,550	\$66,150	\$71,450	\$76,750	\$82,050	\$87,850

FY 2020 Income Limit Category	Jan 1st – March 31st	April 1 st – June 30 th	July 1 st – Sept 30 th	Oct 1 st – Dec 31 st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income)				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	
---	--

Submitted by: _____
Name

Date: _____

Signature

Title: _____

Approved by: _____
Name

Date: _____

Signature

Title: _____

Fulton County Community Development Block Grant Program EXHIBIT D2: Year End Performance Report

Municipality: City of College Park CDBG Funding Year: 2020

Project Name: Emergency Assistance Program

Administering Department: City of College Park

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$500,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Has CDBG spending occurred for this project? Yes No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of draw downs within reporting period: _____

Total amount of draw downs to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
 Actual Accomplishment: _____
 Total Number of Beneficiaries: _____
 Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: District 1 District 2 District 3
 District 4 District 5 District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome 1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
Objective #1: Suitable Living Environment	<input type="checkbox"/> Accessibility for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Affordability for the purpose of creating Suitable Living Environments	<input type="checkbox"/> Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	<input type="checkbox"/> Accessibility for the purpose of providing Decent Housing	<input type="checkbox"/> Affordability for the purpose of providing Decent Housing	<input type="checkbox"/> Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	<input type="checkbox"/> Accessibility for the purpose of creating Economic Opportunities	<input type="checkbox"/> Affordability for the purpose of creating Economic Opportunities	<input type="checkbox"/> Sustainability for the purpose of creating Economic Opportunities

Submitted by: _____
 Name

Date: _____

 Signature

Title: _____

Approved by: _____
 Name

Date: _____

 Signature

Title: _____

Exhibit E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT F
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2020

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an **external** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an **internal** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan for 2020-2021 appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1.	Sub-recipient activity being monitored (complete a separate checklist for each activity.)			
	CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity
2.	Eligibility			
	a.	Type of eligible activity:		
	b.	Regulatory citation:		
	c.	If this is a public service activity:		
		New activity		
		Quantifiable increase in an existing public service (describe documentation)		

3.	National Objective (check all that apply)	
	<input type="checkbox"/> Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	<input type="checkbox"/> Prevention and elimination of slums and blight	
	a.	National objective justification (describe):
	b.	National objective file documentation reviewed during monitoring visit (describe):
	c.	National objective regulatory citation:
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? <input type="checkbox"/> Yes <input type="checkbox"/> No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports: a. Being submitted to the County in a timely manner? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Adequate in terms of the level of detail? <input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? <input type="checkbox"/> Yes <input type="checkbox"/> No
18.	Are the recordkeeping requirements of the CDBG regulations being followed: a. Eligibility documentation? <input type="checkbox"/> Yes <input type="checkbox"/> No b. National objective documentation <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Has program income been generated by sub-recipient activities? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what is the process for tracking, reporting, and using program income? Is the use of program income consistent with the terms of the written agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? <input type="checkbox"/> Yes <input type="checkbox"/> No		
21.	What sub-recipient staff members have responsibility for administering the project?		
22.	Is there any evidence of conflict of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.			
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1) Retention Requirements (200.333)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Requests for Transfer of Records (200.334)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Methods for collection, transmission and storage of Information (200.335)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Restrictions on public access to records (200.337)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(5) Reporting Requirements (200.327)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(6) Monitoring and Reporting Performance (200.328)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(7) Records on Source and application of funds	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(8) Effective Control and accountability of funds, property and assets	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(9) Comparison of expenditures with budget amounts for each Federal Grant	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(10) Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(11) Written procedures for determining allowability of costs per Subpart E – Cost Principles	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Internal controls (200.303)	
		(1) Effective internal controls (COSO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(2) Evaluates and monitors compliance with federal regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(3) Prompt action for non-compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		(4) Safeguards to protect identifiable information designated Sensitive	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(2) Written method for resolution of audit findings?	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
25.	If yes, what types of professional services have been retained?		
	<u>Type of Service</u>		<u>Name of Contractor</u>

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? <input type="checkbox"/> Yes <input type="checkbox"/> No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? <input type="checkbox"/> Yes <input type="checkbox"/> No		
32.	Does this activity involve a slower than expected rate of expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? <input type="checkbox"/> Yes <input type="checkbox"/> No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
	a.	Organizational chart? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	b.	Written definition of duties of key employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	c.	Formal system of authorization and supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	d.	Separation of duties? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	e.	Staff qualifications for accounting functions? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	g.	Comparison of financial records to actual assets and liabilities performed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Cash receipts journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	c.	Cash disbursements journal <input type="checkbox"/> Yes <input type="checkbox"/> No
	d.	Payroll journal <input type="checkbox"/> Yes <input type="checkbox"/> No
e.	General ledger <input type="checkbox"/> Yes <input type="checkbox"/> No	
36.	Does the sub-recipient maintain good records? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	a.	Are journal entries approved and explained / supported? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b.	Are posting and trial balances performed on a regular basis? <input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Is there fidelity bond coverage for sub-recipient officials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? <input type="checkbox"/> Yes <input type="checkbox"/> No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

<p>FULTON COUNTY</p> <p>CDBG SUB-RECIPIENT MONITORING POLICY</p> <p>Monitoring Finding / Concerns Clearance Process</p>	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

 Dr. Pamela Roshell, Interim Director
 Fulton County Community Development Department

EXHIBIT G
SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

*Printed on:**Effective Date:*

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
---	-------------------------------------	---

Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **62+** = Person 62 years of age or older; **S≥18** = Fulltime student age 18 or over; **<18** = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

Page 1 of 2

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

Beneficiary ID:

HEAD OF HOUSEHOLD

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Part Five Income Determinations**General Category INCLUSIONS****Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)****1. Income from wages, salaries, tips, etc.**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. Business Income

Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest & Dividend Income

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. Retirement & Insurance Income

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. Unemployment & Disability

Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. Welfare Assistance

Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:

- a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. Alimony, Child Support, & Gift

Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Armed Forces Income

All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS**General Category****Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)****1. Income of Children**

Income from employment of children (including foster children) under the age of 18 years.

2. Foster Care Payments

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. Inheritance and Insurance

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. Medical Expense Reimbursements

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. Income of Live-in Aides

Income of a live-in aide (as defined in 24 CFR 5.403).

6. Student Financial Aid

The full amount of student financial assistance paid directly to the student or to the educational institution.

7. "Hostile Fire" Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Self-Sufficiency Program

Income

- a. Amounts received under training programs funded by HUD.
- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
- d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)).
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. Gifts

Temporary, nonrecurring, or sporadic income (including gifts).

10. Reparation Payments

Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. Income from Full-time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. Adoption Assistance Payments

Adoption assistance payments in excess of \$480 per adopted child.

13. Family Support Act Income

For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. Social Security & SSI Income

Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. Property Tax Refunds

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Care Assistance

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. Other Federal Exclusions

Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:

- a. The value of the allotment made under the Food Stamp Act of 1977;
- b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
- e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
- f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- g. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- j. Earned income tax credit;
- k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran's employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program

ATTACHMENT H: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of College Park
2	Subrecipient DUNS Number	079378865
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	\$500,000.00
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$500,000.00
8	Total Amount of the CDBG Federal Award	\$1,098,603.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include an Emergency Assistance Program for low to moderate income citizens. Services include assistance payments for utilities, rent and mortgage for citizens impacted by the pandemic. Approximately 200-250 individuals or households will be assisted.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County , as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of College Park is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official X	Applicant City of College Park
Title Mayor	Date



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8882

DATE: June 1, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Atlanta Airport Rotary Club - Mayor's Ball Donated Funds

As indicated in the attached memorandum from the Atlanta Airport Rotary Club, scholarship funds in the amount of \$66,647.26 donated for the Mayor's Ball held on November 18, 2018, will be distributed to worthy students entering college or technical schools. The Rotary Foundation will ensure that funds are routed to the schools based on the scholarship recipients.

Total funds collected from donations, \$120,944.02, which includes a \$50,000 donation from the City. The event's total cost was \$54,296.76. This left a net of \$66,647.26 available for scholarships. To date, funds have not been distributed.

Thank you.

ATTACHMENTS:

- Rotary memo (DOCX)

Review:

- Mercedes Miller Completed 06/01/2021 11:10 AM
- Rosyline Robinson Completed 06/01/2021 11:12 AM
- Michael Hicks Pending
- Finance Completed 06/01/2021 11:35 PM
- City Attorney's Office Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 06/07/2021 7:30 PM

To: Mercedes Miller Interim City Manager

From: Michael Hicks-President Atlanta Airport Rotary Club

Re: Rotary Scholarship Funds

Date: 05/25/21

Mercedes

The Rotary board met yesterday to discuss the following: The name of the scholarship and disperse of funds. The board voted to name the scholarship "City of College Park Mayor Jack Logino Scholarship. The Rotary club has a Rotary Foundation account that will secure the funds. We will also have (3) rotary members that are not on the board assist with managing the funds. Their names are as follows: Former East Point Mayor Patsy Joe Hillard, Michael Gibbs, and Dennis Martinez. They will work on the foundation board to ensure the funding gets routed to the schools based on the scholarship recipients.

The rotary board will not manage the funds, but we will make the recommendations to the foundation board based on the applications. This will allow us to have a checks and balance with the funds. The application and eligibility requirements are being formalized by the end of next week.

I am open for any questions or concerns.

Thanks



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8884

DATE: June 2, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Willis Moody, Purchasing & Fleet Administrator

RE: Purchasing Policies and Procedures Approval

PURPOSE: To update and implement the new Purchasing Department Policies and Procedures Manual from the current policies and procedures of August 15, 2011.

PURPOSE: To update and implement the new Purchasing Department Policies and Procedures Manual from the current policies and procedures of August 15, 2011.

REASON: To replace the current purchasing manual with a revised policy and procedures manual. The highlighted areas on pages have been revised to include definitions, responsibilities and procedures all departments should be aware of and follow.

RECOMMENDATION: The Purchasing Department recommends and seeks Mayor and City Council approval.

BACKGROUND: The revised Purchasing Policies and Procedures were forwarded to the City Manager, City Attorney's Office and each departments for review/and comment.

AFFECTED AGENCIES: All departments

ATTACHMENTS:

- Executive Summary - May 2021 (PDF)
- City of College Park Purchasing Policies- Redline (PDF)
- City of College Park Purchasing Policies 2021- (Clean Copy) (DOCX)

Review:

- Willis Moody Completed 05/25/2021 6:10 PM

- Rosyline Robinson Completed 05/27/2021 3:47 PM
- Finance Completed 06/01/2021 11:31 PM
- Economic Development Completed 06/02/2021 10:09 AM
- Engineering Completed 06/02/2021 10:29 AM
- Fire Completed 06/02/2021 11:39 AM
- GICC Completed 06/02/2021 12:20 PM
- Human Resources Completed 06/02/2021 2:11 PM
- Information Technology Completed 05/27/2021 4:37 PM
- Inspections Completed 06/01/2021 8:01 AM
- Police Pending
- Power Pending
- Public Information Office Completed 05/27/2021 5:16 PM
- Public Works Pending
- Recreation Completed 05/27/2021 4:37 PM
- City Attorney's Office Completed 06/02/2021 1:20 PM
- Mercedes Miller Completed 06/02/2021 2:35 PM
- Mayor & City Council Pending 06/07/2021 7:30 PM



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

EXECUTIVE SUMMARY

Date: May 26, 2021

To: Office of the City Manager, Honorable Mayor and Council

From: Willis Moody, Purchasing & Fleet Administrator

Subject: Purchasing Policy Update

The purpose of this executive summary is to outline the objectives of the Purchasing Department in respect to updating the current purchasing policies.

The purpose of these policies serve a guidelines to control the purchase of materials, supplies, equipment, and certain contractual services of the City, in addition to maintaining a high ethical standard. These internal policies and procedures are designed to explain and facilitate understanding of the functions, policies and procedures of the Purchasing Department and to serve as a tool in personnel training.

In stating this purpose, the current adopted (purchasing) policies were last updated August 15, 2011. Over the past 10 years, many industry and governmental policies and standards have transformed. My intention is to bring our purchasing policies more aligned with industry, state, and federal purchasing policies and regulations.

During the revision process of the purchasing policies, we felt several areas should be addressed to include:

1. Standardizing the verbiage throughout the policy
2. Inserting current state laws for solicitation advertising
3. Restructuring all current sections
4. Establishing new sections
 - a. Section XV - Ethics in Procurement
 - b. Section XVI – Disqualification and Protest Procedures
5. Restructuring/reorganizing all current sections

With the assistance of Danielle Matricardi, Esq. with the City Attorney's Office this revised manual shall encompass all normal operating purchasing policies and procedures including purchasing transactions as well as the disposition of property. It has been developed within the guidelines of Georgia Statutes and customized for the efficiency and effectiveness of the City of College Park.



CITY OF COLLEGE PARK PURCHASING POLICIES

Adopted _____, 2021

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PURPOSE

The purpose of these policies are to recommend the manner in which the City of College Park (“City”) shall control the purchase of materials, supplies, equipment, and certain contractual services of the City, and to maintain a high ethical standard for all officers and employees of the City in connection therewith. These internal policies and procedures are designed to explain and facilitate understanding of the functions, policies and procedures of the Purchasing Department and to serve as a tool in personnel training.

Departments/Divisions must keep a current copy of the City Purchasing Policy, which includes these policies and procedures, and any official updates and applicable memos issued by the Purchasing Department.

Procedures contained herein are applicable to all City personnel involved in the requisitioning, procuring of goods and services, receiving, transferring and replacement of supplies, materials, services, equipment, and invoice processing. At times, the Purchasing Department may try new innovative procedures not described below. These can be tested on a trial basis until the procedures are finalized and approved by the City Manager and/or Mayor and Council.

SCOPE

The scope of this manual shall encompass all normal operating purchasing policies and procedures including purchasing transactions as well as the disposition of property. It has been developed within the guidelines of Georgia Statutes and customized for the efficiency and effectiveness of the City of College Park. Any situation not covered by this manual, must be presented to (a) Finance Director, (b) City Manager, or (c) the Mayor and City Council for approval.

This manual and all future amendments will be distributed to all departments and employees, operating under the City of College Park, who would be involved in the purchasing process. It can also be distributed to other organizations upon request. It is the responsibility of the department head to keep an up-to-date copy available to all employees who use the City Purchasing System. It will be the responsibility of the Finance Director and /or the Purchasing Department to distribute copies of this manual and all future amendments to the appropriate parties.

DEFINITIONS

The following definitions provide concise, comprehensive information concerning procurement terminology.

Addendum: An addition or supplement to a document, for example, items or information added to a procurement document and/or bid proposal.

Award: Mayor and Council approval of a final bid or a proposal.

Bid: A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

Bid Acceptance: The unconditional receipt of the bid at the designated bid location within the timeframe and conditions set in the bid document. Any alterations to the bidder’s offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond: Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid.

Bid Opening: The process of opening and reading bids conducted at the time and place specified in the Request for Proposal and/or advertisement and in the presence of all who which to attend.

Blanket Purchase Order: A blanket purchase order is one issued for the purchase of items of materials, supplies, parts, etc., for using divisions in instances where the quantity of apportionment cannot be anticipated, or where it is not practical or feasible to provide adequate storage.

College Park Business Tax Receipt: All businesses with a physical base of operations within the City of College Park limits are required to register with the City, pay the City local business tax annually, and display a current City of College Park Business Tax Receipt.

Capital Improvement Project: Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of City government.

Certificate of Insurance: A document that is provided by the contractor/consultant to show proof of insurance according to the county requirements.

Certificate of Non-Collusion: A statement signed by a bidder and submitted with his bid affirming that this bid is made freely, independently and without consultation with any other bidder.

Collusion: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

Collusive Bidding: An unethical and illegal practice in which suppliers act in collusion to “fix” their bids in a collectively advantageous manner.

Competitive Bidding: The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services. Competitive sealed bidding is the preferred method of source selection in public purchasing.

Competitive Sealed Proposal: A method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible proposers who submit proposals and prices in the competition that meet the required criteria.

Conflict of Interest: Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term “City Employee” means any person employed by the City of College Park, and the term “City Official” means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

Consumer Price Index (CPI): The Consumer Price Index is a measure of the average change in prices over time in a fixed market basket of goods and services. Two CPIs are published: (1) the CPI for All Urban Consumers (CPI-U) which covers a percentage of the total populations, and (2) the CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers a percentage of the total population. The CPI is based upon prices of food, clothing, shelter, transportation, medical care, and

other goods and services that people buy for day-to-day living. See U.S. Bureau of Labor Statistics link [CPI Home : U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov) for latest percentages.

Contract Administration: The management of all facets of a contract to assure the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are fulfilled.

Contract Management: The management of the organization's contracts and contract-related activities which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business activities.

Contractual Services: shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, leases and concessions, demolition of buildings, rental, repair or maintenance of equipment, machinery and other like services. The term services shall not include professional services, which are unique in their nature and not subject to competition.

Cooperative Purchasing: An approach in which several organizations jointly buy selected items. They may form or utilize a centralized buying service that purchases specified types of items for all members of the group or cooperate informally. The resulting volume buying usually produces significant cost savings for group members. In simple terms, cooperative purchasing involves sharing procurement contracts between governments.

Cooling-off Period: A period of time that must pass before someone can do something or before an agreement becomes final.

Debarment: The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the City.

Emergency Purchase: A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Ethics: Pertaining to or relative to moral action, conduct, motive or character; as ethical emotion; professionally right or benefitting; conforming to professional standards of conduct.

Evaluation Committee: Recommendations for appointment of staff representatives of the City.

Evaluation Criteria: Factors, usually weighted, relating to management capability, technical capability, and manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Fair Market Value: Lowest purchase price paid by the State for like items or services purchased in a similar quantity within the last six months. If this information is not available, then the lowest of three phone quotes verified by price indices or purchases made by other government entities will be used.

Grant: Financial assistance pursuant to written agreements/contracts to carry out a specific purpose.

Grantee: The recipient of a grant.

Grantor: The provider of a grant.

Identical Bid: A bid that is the same in all noticeable respects with another bid. ~~Whenever two or more bids which are equal with respect to price, quality, and services, are received by the City for the procurement of commodities or contractual services, the bid received from a business that certifies that it has implemented a drug free workplace program (see the Drug Free Workplace Certificate, Appendix J), shall be given preference in the award process.~~

Information Bid: A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Invitations to Bids (ITB): Also called Invitation for Bids (IFB). A solicitation inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Price is the major consideration in the award determination.

Invitation to Negotiate (ITN): A formal competitive solicitation for the purchase of goods and/or services, where factors other than price are to be considered in the award determination. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and design-build projects.

Non-responsive Bid: A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Notice of Award: A written notification from the City to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

Payment Bond: A bond that assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract. Also known as labor and materials bond.

Performance Bond: A contract of guaranty executed subsequent to award by a successful bidder to protect the City from loss due to contractor's inability to complete the contract as agreed.

Piggyback Method: A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

Piggyback Contracts: Contracts issued by individual governmental entities that allow other jurisdictions to use the contract (i.e., to "piggyback" on the contract terms and prices) they established. The contracting jurisdiction must include piggyback language in the contract and the vendor must agree.

Pre-bid/Pre-proposal Conference: Meeting held with prospective bidders or proposers prior to submission of bids or proposals, to review, discuss, and clarify technical considerations, specifications, and standards relative to the proposed procurement.

Pre-Qualification of Bidders: The screening of potential vendors in which such factors as financial

capability, reputation, and management are considered in order to develop a list of qualified vendors.

Pre-Solicitation Conference: An information meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service(s) transactions when composing solicitation document(s).

Price Agreement: A price agreement is the acceptance of a supplier's promise to furnish items or services to the City at a firm or fixed unit price, or at a firm or fixed percent discount against an escalating market, for a specific period of time.

Protest: A written complaint about an administrative action or decision brought by a bidder or proposer to the appropriate administrative section with the intention of receiving a remedial result.

Public Notice: The display of procurement notices in an area regularly used for that purpose that is available to the public during normal working hours or by posting on the City's internet web page.

Purchasing Department: Reports directly to the Director of Accounting and Finance

Purchasing Ethics: Moral principles or code to be respected by the Purchasing Department or any division or department having responsibility in the procurement process

Purchasing Manual: A document that describes the rules and procedures to be followed by the City

Purchasing Policy: A course of action adopted in purchasing affairs

Purchasing Procedure: A mode of conducting purchasing activities

Quotation: Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

Request for Information (RFI): A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the City may develop specifications for an Invitation for Bids or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

Request for Proposal (RFP): A solicitation document used when price is not the determining criteria and it is used in the competitive negotiated process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award. The request for proposals is used when it is not practicable for the City to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the City is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and catering services. RFP is used to procure the most cost-effective solution based upon evaluation criteria identified in the RFP.

Request for Quotation (RFQ) - A solicitation seeking responses for services for which the competitive award will be based on the qualifications of those responding; generally, but not limited to, used in procuring certain professional services, design build services, consulting and construction management services.

Responsible Bidder, Proposer, or Respondent: A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

Responsive: A proposer's full and proper responsiveness to a solicitation. This means that the proposer "responded" to the solicitation exactly the way he or she was instructed. It means that everything to be completed was, in fact completed and in proper order and format as directed by the solicitation.

Salvage: Property that has some value in addition to its value as scrap, but which is no longer useful as intended in its present condition and whose restoration to usefulness as a unit is economically not feasible.

Sealed Bid/Proposal: A bid or proposal that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids or proposals.

Selection Committee: A committee formed to evaluate proposals based on certain criteria as stated in the RFP or RFQ.

Single Source: The one source among others that, for justifiable reason(s), is found to be **most advantageous** the only acceptable source for the purpose of the procurement.

Shortlisting: The part of a competitive procurement process in which the City determines, based on criteria developed for a specified good, service, or professional service which of the interested vendors **is the** are best qualified to be eligible for further consideration in the purchasing process.

Sole Source: The only existing source of an item, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.

Sole Source Procurement: An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

Solicitation: A request for bids to provide supplies, services or construction items.

Specification: A concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids or Request for Quotation to describe the goods and service to be purchased or otherwise required. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Specifications Committee: A committee that works together to establish specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development **of** standards.

Sunshine Law: Georgia's Sunshine law (O.C.G.A § 50-14-5 and § 50-18-73) requiring meetings to be open to the public. This law governs committees involved in the selection and negotiation of vendors.

Surety Bonds: A document from the contractor that is issued to guarantee that an obligation will be fulfilled.

Surplus Property: Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

Tabulation of Bids: A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc. in response to a specific solicitation, made for purposes of comparison and record-keeping.

Terms and Conditions: A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

Using Agent: Any department, division, agency, commission, board, committee, authority, or other unit in the City Government using supplies or procuring contractual services as provided for in this policy.

Waiver of Bid(s): A process authorized by law on rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in bids, which do not change the substance of the bid and will not adversely affect the competition between bidders.

SECTION I**RESPONSIBILITIES AND FUNCTIONS OF PURCHASING DEPARTMENT**

- A. Developing purchasing objectives, policies, programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment, services, and construction.
- B. Responsible for administering the Purchasing Policies and Procedures Manual, as approved by the City Mayor and Council regarding all matters pertaining to purchasing.
- C. Revising solicitations provided by user department/division by assembling specifications, quantities and technical requirements, presented to the Purchasing Department, which are subsequently included in Invitations for Bid, Requests for Proposals/Qualifications, and/or Requests for Quotations.
- D. Promoting goodwill between the City of College Park and its suppliers. Encouraging full and open competition whenever possible. In addition, assuring fair and equitable business dealings with all vendors.
- E. Train and guide City's personnel in regards to purchasing procedures, as needed.
- F. Exploit the possibilities of buying "in bulk" to take full advantage of discount. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City.
- G. Discourage unfair bidding and attempt to obtain as full and open competition as possible on all purchases and sales.
- H. Establish and amend when necessary, all rules and regulations authorized by this policy.
- I. Prescribe and maintain a standard purchasing manual for using departments. Prescribe and maintain such forms as shall be reasonably necessary to operation of this policy.
- J. Prepare and adopt a standard purchasing terminology for using departments and suppliers.
- K. Act on behalf of the City to procure all tax exemptions to which it is entitled.
- L. Cooperate with using departments to secure for the City the maximum efficiency in budgeting and accounting.
- M. Ensure that proprietary material provided is kept confidential before and after the award, if necessary

SECTION II

RESPONSIBILITIES OF REQUESTING DEPARTMENTS/DIVISION

- A. Identifying, as soon as possible, and sufficiently in advance, their needs for goods and services in their City operations and activities.
- B. Enter requisitions as outlined in this manual allowing sufficient lead-time for Purchasing to complete purchase orders then return the completed purchase order to the requesting department, in order to submit the order to the vendor to deliver goods or services.
- C. Follow the City's purchasing policies outlined in the Purchasing Policies
- D. Determine that sufficient funds are available in their authorized budgets to pay for each item or service that they order.
- E. Prepare scope of service(s) and technical specifications, when needed, for products or services.
- F. Inspect all items or services as delivered and notifying Finance (Accounts Payable) of the receipt in order to authorize payment to the vendor.
- G. Submit bid and proposals to Purchasing for review and assembly before advertising.
- H. Send all documentation required and request for purchase to "piggyback" using State of Georgia contracts, Sourcewell, OMNIA Partners, NCPA (National Cooperative Purchasing Alliance), other competitive bids, or a Sole Source requests.
- I. Send all documentation required and requests for grant related procurement.

SECTION III

GENERAL PROCEDURES FOR PURCHASE OF GOODS AND SERVICES

The following procedures shall govern the purchasing of goods and services for the City in accordance with this policies and procedures manual:

- A. **Competitive Threshold:** When the total annual anticipated value of goods and/or services exceeds \$10,000.00, the goods and/or services must be competitively procured in accordance with Purchasing Policies and Procedure Manual and a Term Contract should be issued, when applicable.
- B. **Exceptions Prohibited:** Unless otherwise provided herein, there shall be no exceptions by any using department/division to the above provisions; *except* as may be specifically authorized by the City Manager in a written statement stating the reason for said exception(s).

~~I've included Some common exceptions below. Notwithstanding the foregoing, the~~ provisions of this policy do not apply to procurements for the following:

- a. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- b. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- c. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- d. Antiques and other unique assets of historical value, including restoration of these items;
- e. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, ~~except as provided in Section VII(F)(Real Estate Acquisitions);~~
- f. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- g. Dues, memberships, and board member fees;
- h. Insurance procured through a negotiating process;
- i. Legal services, litigation, experts and materials, and related legal expenses;
- j. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;

- k. Subscriptions and dues established during the budget process;
 - l. Utilities;
 - m. Seized Property included in a court order authorizing disposal;
 - n. Grant awards or agreements that require certain firms or individuals to perform the work; and
 - o. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation.
- C. **Emergency:** This section shall not apply to any emergency purchase, which is subsequently approved by the ~~City Manager~~Director of Finance and Accounting upon justification by the using agents. (See Section VI – Emergency Purchases)
- D. **Inspection and Testing:** The user department(s) shall inspect all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.
- E. **Prohibition against Subdivision:** No contract, purchase or group of requisitions shall be divided to avoid the procurement process. Splitting procurements, which entails making purchases via various procurement methods to avoid established thresholds from the same department/division for the same vendor or multiple vendors for goods or services of similar nature over a period of one (1) year is not allowed.
- F. **Open Market Purchases:** When the total annual anticipated value of the goods and/or services is below \$10,000.00, the goods and/or services may be procured on the open market.
- a. **Minimum Number of Bids/Quotes:** All open market purchases or sales shall, whenever possible, be based on at least three (3) competitive informal bids/quotes and shall be awarded to the most responsible bidder in accordance with the standards set forth in this policy. This does not apply to maintenance or reoccurring charges such as utilities, insurance and advertising.
 - b. **Invitation of Bids:** The City Manager may solicit either oral or written bids for open market pricing or sale, but shall use all reasonably available and current bidders and suppliers' lists.
- G. **Purchase or Contract:** To perform the duties herein specified in connection with the purchase or contract for all supplies and contractual services needed by any using agent which derives its support wholly or in part from the City, when duly authorized, in accordance with purchasing procedures as prescribed by this policy and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Department and such other rules and regulations as shall be prescribed by the City Mayor and Council.
- H. **Unauthorized Purchases:** It shall be unlawful and unauthorized for any employee, elected or appointed official or other person to order the purchase of any materials, supplies, equipment, and/or contractual services or make any contract within the purview of this policy other than through the Purchasing Department. The City shall not be bound by any purchase order or contract made contrary to the provisions herein.

Reference Guide and Requirement Limits

Procurement Method*		Required Approvals**
≤ \$500.00	No requisition/purchase order necessary; <i>unless</i> vendor request.	1. Department Director
\$500.01 - \$10,000.00	<i>Open Market Purchase:</i> Three informal quotes, if possible. Requisition, purchase order, and/or contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Attorney (contracts)
> \$10,000.00	<i>Competitive Procurement:</i> Formal solicitation required. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Council 6. City Attorney (contracts)
<p>* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.</p> <p>** City Council approval always required if purchase is not within annual budget.</p>		

SECTION IV




SMALL PURCHASE and PURCHASE ORDER FORMALIZATION

Requisition: The requisition is initiated by the user department/division to inform the Purchasing and Finance Department of the requirement and to define the goods or services requested. A requisition is required to start the procurement process for all purchase orders. The requisition consists of completed required data fields and all attachments needed for the type of requisition. The New World ERP system will check the budget and verify that there are sufficient funds available in the account number(s) specified.

Requisitions are initiated in the City’s Financial System (New World ERP). Only authorized persons are allowed to initiate requisitions. Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow competitive pricing. Prices must be found fair and reasonable. This is normally done through competition; but where competition is unavailable, previous buys, catalog prices, cost analysis or other means should be used.

All capital items in the approved budget should be requisitioned early in the fiscal year, with a specified delivery date, preferably before June 30th of the current fiscal year. If the supplier is not able to meet the deadline, the supplier should provide an estimated delivery date and notify the Purchasing Department to keep the assigned purchase order open. This allows the funds earmarked for the order to be available, from that (approved) fiscal year for payment processing.

Entering Requisition(s): All itemized requisitions should contain all necessary information.

- A. Department
 - B. Vendor
 - C. Description of item(s) for each line
 - D. Category – Standard/Blanket
 - E. Form Type – Standard
 - F. Item
 - G. Quantity
 - H. Price per Unit
 - I. G/L Account
 - a. You can split accounts within the same department, if needed
 - b. Click (Multiple G/L Account Distribution) button next to eye
- G/L Account   
- J. Ship To location

Requisition Routing: A standard purchase order requisition form, once released, will be routed electronically to the appropriate approver. Once all approvals have been obtained, the Purchasing Department verifies that the charge codes are accurate and will create a purchase order for the requisition. A copy of the purchase order will be emailed to the individual who created the requisition. In the event that the charge code is incorrect, after the creation of the purchase order, the requestor will need to notify the Purchasing Department to cancel the purchaser order to release the funds back to the G/L account. At which time a new requisition will need to be entered and following the routing rules.

The originating department will forward a copy to the vendor, which authorizes the vendor to supply

the materials, and/or services and invoice to the City in accordance with the terms and conditions as stated on the purchase order.

Requests for Blanket Order: Purchases shall be created the same as a standard purchase order requisition with the using division indicating thereon whether the purchase involves a price agreement or not.

After the blanket order is issued, the department/division shall draw on the order and keep a record of cost of the item delivered until the blanket purchase order is completed.

The Finance Department will then process for payment the invoice(s) received for the deliveries so that any discounts may be obtained. The final payment on blanket purchase order will be made by the Finance Department on receipt of receiving final invoices.

Change Orders. In the course of purchase order administration, it often becomes necessary to make changes to the contract terms. This is accomplished by means of the Purchase Order Change form (see Appendix A). Change Orders are then prepared by the requesting department and approved by the Purchasing/Finance office based on information supplied by the originating department by means of the Change Form. Some rules regarding the use of Purchase Order Change Form are as follows:

- A. All purchase order change requests shall be routed through the Finance office to insure that adequate funds are available.
- B. Purchase Order Change Orders not exceeding \$999.99 shall be approved by the Finance Director.
- C. Change Orders increasing the cost from \$1,000.00 to ~~\$9,999.99~~10,000.00 must have City Manager approval, and \$10,000.00 and over must have City Council approval.
- D. A change order will not be issued unless a Purchase Order Change Form is received from the department concerned.
- E. Once multiple changes for a single purchase order have reached the maximum threshold of \$25,000.00, an Agenda Item Summary will need to be prepared by the requesting department for approval by the City Council. These changes will be regulated and maintained by the Finance Department.

Requisition for Vehicles: All purchase order requisitions for vehicles will be issued by the requesting department/division. All departments should request pricing for an approved dealership under State of Georgia contract. Department Directors shall place the request on the upcoming agenda, in order for consideration of the purchase. If approved, the requisition entry process should be followed and attaching any/all documents (i.e. pricing sheet, approved agenda item).

SECTION V EMERGENCY PURCHASES

An emergency exists when a situation, malfunction, or condition occurs suddenly and unexpected that (1) may threaten the health, safety, property, or welfare of the public; (2) stops or seriously impairs the function of City government, such as inclement weather, epidemics, riots, equipment failures, etc.; or (3) requires immediate procurement of goods and/or services that are essential to comply with state or federal regulatory requirements. Failure to anticipate normal needs project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end, does not constitute an emergency. Department Directors are to ensure the emergency purchases are done in accordance with this manual. Department/Division shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures. The Purchasing Department is authorized to approve emergency purchases up to expressly delegated monetary amounts. The City Manager may approve those exceeding \$10,000.00 and return to the Mayor and Council for ratification of the emergency purchase on the next following Mayor and Council meeting, unless an executive order has been issued that suspends all requirements during disaster related events.

If during a normal business day, a department/division Director determines that an emergency exists and a purchase is required, the Director shall telephone Purchasing/Finance Department to request an emergency purchase order. A complete description of the emergency and justification for the purchase is required. The emergency must be valid and not just a result of poor planning. When requesting an Emergency Purchase, consider the following:

- A. The reason for the emergency purchase by explaining what the emergency is in addition to what led to the emergency.
- B. The financial or operational damage or risk that will occur if needs are not satisfied immediately.
- C. Why the needs were not or could not be anticipated so that products or services could have been purchased following standard procedures.
- D. The reason and process used for selecting the vendor.

The requesting department/division is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular Contractor. Upon receipt of the Emergency Purchase Explanation Memo (See Appendix B) and any other pertinent documentation, a purchase order will be issued based on a requisition generated. Competition requirements are not waived unless there is a time or quality constraint. If the emergency is outside normal business hours, department Directors are authorized to secure the necessary materials or services in accordance with ~~this policies and procedures manual~~ the Purchasing Policies. On the next workday following the date of purchase, a requisition shall be generated in the New World ERP system. In addition, the Emergency Purchase Explanation Memo shall be submitted to Purchasing/Finance.

The department/division shall practice due diligence in obtaining quotes and make the emergency purchase at the best possible price. When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the user department/division director.

If the emergency is anticipated to cost less than \$10,000.00, and Purchasing/Finance determines the emergency is valid, notification stating authorization to proceed will be issued to the requesting department Director.

If the emergency is anticipated to exceed \$9,999.9910,000.00, Purchasing/Finance shall review the documentation and obtain approval from the City Manager. All emergency requests must be accompanied by a written description and explanation of the emergency and circumstances.

Emergency Purchasing Procedures:

A. During Normal Workday

1. Determine emergency situation
2. Determine required solution
3. Call Purchasing/Finance
4. Explain the Situation
5. Get authorization
6. Solve problem
7. Submit complete written report and requisition same or next business day.

B. Outside Normal Workday

1. Determine emergency situation
2. Determine required solution
3. Solve problem
4. Submit complete written report and requisition next business day. If over \$9,999.9910,000.00 prepare "Agenda Item" for next scheduled City Mayor and Council.

SECTION VI

SOLE/PROPRIETARY/SINGLE SOURCE

The term “**sole source**” means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

The term “**single source**” means that a commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Purchases of goods and/or services from a sole/single source may be exempted from the quoting or bidding requirements upon written submittal to Purchasing/Finance Director stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer is sufficient.

The following criteria must be met in order to satisfy the sole/proprietary/single source requirement.

- A. Is the commodity or services necessary to accomplish the City’s task or mission?
- B. Is the commodity or service, or some necessary features, unique to this source?
- C. Is the commodity or service the only item that will produce the desired results or possess a unique performance capability?
- D. Is the commodity or service available from only one source of supply?
- E. Even though the commodity or service may be available from more than one vendor, due to extreme circumstance(s), is only one vendor suited to provide the goods or services.

Sole/Proprietary/Single Source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000.00 in value will be electronically advertised for a minimum period of at least seven (7) business days. The steps to follow for sole/proprietary/single source purchases are as follows:

- A. The department/division shall attempt to locate competition and check for piggyback contracts. If no other sources are found, the department/division shall submit to the Purchasing Department a completed Sole/Proprietary/Single Source Form (see Appendix D), indicating the requisition number.
- B. A Sole/Proprietary/Single Source Form shall be used to justify and document the requirement. The Form shall state why only one source can produce the desired results (or fulfill the specific need) and must be signed by the Department Director. This form is required as part of the purchase request.
- C. The Purchasing/Finance Director or designee shall review and approve or disapprove, in writing; sole/proprietary/single source designation. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

- D. The Purchasing Division shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- E. For those instances that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

SECTION VII
FORMAL CONTRACT PROCEDURE

Except as otherwise provided herein, when the estimated cost of goods and/or services exceeds ten thousand (\$10,000.00), the goods and/or services must be competitively procured and shall be purchased by formal, written contract from the most responsible bidder/proposer. Notwithstanding a purchase order may be executed in lieu of a formal contract for the procurement of goods. All sales of personal property (except trade-in personal property) which has become obsolete and unusable, when the estimated value shall exceed five thousand dollars (\$5,000), shall be accomplished by formal contract to the highest responsible bidder, after due notice inviting proposals has been published as required by law.

While the City of College Park generally only considers one-year contracts for service(s), the City reserves the right to automatically renew contracts, when it is in the best interest of the City.

Signature authorities:

- A. Department head or City Manager may execute all contracts for goods and services valued at \$500 and below;
- B. City Manager or designee up to \$9,999.99 and including \$10,000.00;
- C. Mayor or Mayor's designee over \$10,000.00

Refer to reference guide and requirement limits:

Procurement Method*		Required Approvals**
≤ \$500.00	No requisition/purchase order necessary; <i>unless</i> vendor request.	1. Department Director
\$500.01 - \$10,000.00	<i>Open Market Purchase:</i> Three informal quotes, if possible. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Attorney (contracts)
> \$10,000.00	<i>Competitive Procurement:</i> Formal solicitation required. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Council 6. City Attorney (contracts)

* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.

** City Council approval always required if purchase is not within annual budget.

SECTION VIII STANDARDIZATION AND SPECIFICATIONS

The Purchasing Department encourages all departments to establish standards whenever possible.

Specifications is defined as “a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating, whenever appropriate; the procedure by which it may be determined whether the requirements given are satisfied.”

Specifications need to be a clear and complete description of requirements or products necessary to meet the purchase. A vendor must meet or exceed specification requirements if his/her goods or services are to be considered for purchase.

Specifications shall be clear, concise, and accurate. These should be updated regularly to reflect changes in technology. Avoid the use of unfair specification, which preclude or reduce competition.

Specifications may be in the form of written descriptions, drawings, commercial designations, industry standards or brand name or equal. These specifications are an integral part of the solicitation.

Specifications should NOT require materials of a better quality than are actually needed. Yet, they should prescribe the methods of inspection and testing which will govern the acceptance or rejection of any ordered materials or equipment.

Well-defined specifications are required if the objectives of economy and efficiency are to be achieved. They help to insure that maximum value is obtained for the public funds expended.

Professional architects, engineers and consultants shall prepare specifications for construction projects. In the event such consultant services are required, the consultant shall execute a Certification of Absence of Conflict of Interest ~~for~~ as provided in the Appendices attached hereto prior to performing any consulting work on behalf of the City.

Using departments may consult with vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. Proposals of competing firms must be compared. BEWARE of restricting your specification that only one vendor can supply the item.

SECTION IX

FORMAL SOLICITATIONS

Fair and open competition is a basic tenet of public procurement. Such competition reduces the opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically.

If the estimated value is greater than \$10,000.00, the using Department/Division must prepare a formal, sealed solicitation (Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Information (RFI) & Invitation to Negotiate (ITN), which will be publicly noticed and advertised. This process requires time, please plan ahead. (Please reference to the Advertising Requirements Matrix)

Purchasing should not be placed in the position of deciding upon and specifying bid items for individual department usage. Purchasing will assist in writing general specifications, ~~and~~ terms, ~~of~~ and conditions; however, they must be reviewed and final accepted by the using department before advertising. All requests shall be provided to the Purchasing Division for verification and approval before officially advertising the request.

Purchasing will review the specification and/or statement of work to ensure that they are adequate for the solicitation document or will work with the requesting department to identify additional specification and/or scope of work, terms and conditions.

Invitation to Bids (ITB): The invitation to bid shall be used when the department/division is capable of specifically defining the scope of work for which a contractual service is required or when the department/division is capable of establishing precise specifications defining the actual commodity or group of commodities required. Examples: construction jobs, equipment, vehicles, etc.

This procedure is a formal sealed bid process. Departments requiring this procedure shall submit to the Purchasing Department, specifications in an electronic file detailing the goods or services required plus suggested dates for bid opening, pre-bid conference, contracts, and bonds if appropriate and applicable.

After bid opening has been completed, the department head shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

All invitations to bid must include:

- A. Detailed description of the commodities or contractual services required;
- B. If the department/division contemplates renewal of the contract, a statement to that effect;
- C. Bids/proposals submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed;
- D. Designate date, time and location for bid opening;

E. General Terms and Conditions;

F. Required Standard Forms:

G. Evaluation Criteria of bids/proposals shall include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

For an ITB, the department/division shall transmit in writing its recommendation for award to the Purchasing Department. For solicitation types other than ITB, an evaluation committee will be selected and meeting(s) will be scheduled to rank or determine a recommendation to City Mayor and City Council. For solicitations that are very technical in nature, a technical evaluation and selection committee may be required to evaluate the firms on a pass/fail type basis related to the technical specifications and/or statement of work.

Request for Proposal (RFP): A department/division shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being required can be specifically defined and the department/division is capable of identifying necessary deliverables. Examples are legal services, accounting services, architecture, engineering, auditing services, etc.

This process involves the evaluation and selection of a consultant based upon various factors including, but not limited to the consultant's expertise, experience, social equity contracting/corporate responsibility, licenses or certifications, work history, understanding of the scope of work and ability to resolve the issue or problem identified within the RFP document while providing a quantified cost for completing the work. Therefore, the RFP must provide sufficient information about the project's background, needs and constraints, expectations of the consultant and the desired outcome for prospective proposers to prepare complete proposals that satisfy the project's needs.

All requests for proposals must include:

- A. A statement describing the commodities or contractual services to be required (Scope of Services/Work);
- B. If the City contemplates renewal of the contract, a statement to that effect;
- C. Criteria that will be used for evaluation of proposals;
- D. General terms and conditions;
- E. Required Standard Forms
 1. Certification (see Appendix)
 2. Vendor Questionnaire (see Appendix)
 3. Non-Collusion Affidavit (see Appendix)
 4. Sworn Statement (see Appendix)
 5. Drug Free Workplace Certificate, etc. (see Appendix)

The contract shall be awarded by written notice to the responsible and responsive proposer whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

Invitation to Negotiate (ITN): The invitation to negotiate is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive

vendors with which the City may negotiate in order to receive the best value.

- A. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.
- B. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified.
- C. The City shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The City may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the City shall award the contract to the responsible and responsive vendor that the City determines will provide the best value, based on the selection criteria.
- D. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the City.

Public Notice Advertisement: The following are guidelines as to where and how postings will apply:

- A. All competitive solicitations ~~of \geq \$10,000.00 or more~~ shall be posted on the GPR and a minimum of two (2) of the following locations:
 1. The College Park website
 2. City's legal organ (South Fulton Neighbor)
 3. Posted in the foyer of the City Hall Complex
 4. DOAS GPR (Georgia Procurement Registry)
 - i. All bids/proposals \geq \$100,000.00 must be posted on the GPR (OCGA 36-80-27)
 5. Vendor Registry.com
 6. National Association of Minority Contractors - Georgia Chapter
- B. The following advertising guidelines will be followed by the Purchasing Department when posting competitive solicitations:
 1. \geq \$10,000.00 - \$99,999.99 = Minimum Two (2) Weeks.
 2. \geq \$100,000.00 ~~and above~~ = Minimum Four (4) Weeks
 - i. All public works contracts \geq \$100,000.00 must be posted on GPR for a minimum of four (4) weeks prior to bid opening (OCGA 36-91-20)

With the exception of construction bids, the City Manager, may approve the posting of a competitive solicitation for a period of time less than the guidelines stated above when sufficient evidence justifying the reduced posting time period has been established.

Bid Sureties: When deemed necessary by the City Manager, or as required by state or federal law,

bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where the City Manager has required such. (See Bonds Section XIII)

Bid Conditions: In addition to the general conditions, most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder or proposer before specifications of the item(s) bid are even considered.

For example, a supplier of furniture who cannot meet the required condition of a 30-day delivery will be eliminated even though his furniture may meet all physical specifications.

Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedule, etc. By referencing the bid in a purchase order, the vendor is effectively bound by the terms, conditions, and specifications of that document. Therefore, should disputes arise; the written contract (bid or purchase order) will prevail.

Bid Specifications: The requesting department should provide Specifications for all bids. As a prime user, the department is best aware of any special characteristics or problems. Because they probably utilize the item daily to be proposed on, the department is best aware of any new developments in that product field. Specifications are the basis for a proposer's proposal. Realizing that bids will be compared primarily based on price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. In doing this, it avoids delivery of items, which meet specifications, but fail to meet the department's expectations.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. However, to assure competition when using brand names, the phrase "or equal" should always follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best price for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the using Department's Head.

Sealed Bids/Proposals: Bids/Proposals shall be submitted sealed to the Purchasing Department and shall be noticeably identified using a supplied bid/proposal label to affix to the submission.

Sealed bids will be received only in the Purchasing Department (unless otherwise stated in the bid documents) on or before the assigned date and closing time as advertised. Bids received in any other department, will not be accepted.

NO electronic bid/proposals will be accepted.

- A. The requesting department shall have a representative present at each bid opening.
- B. Proposals are to be opened and read aloud to any party present at the bid opening.
 - a. Virtual bid openings can be used, if circumstances warrant.
- C. Proposals shall be made available for vendor review after the official opening is completed and under the supervision of the Purchasing Department or otherwise designated City staff.
- D. Bid tabulations may be available for bidders during and within ten (10) days after the bid opening.
- E. The requesting department shall retain a copy of the bids for their review and/or recommendation. The Purchasing Department will assist the department in making a recommendation, when necessary.
- F. Once a recommendation has been made of the successful bidder, the department head shall make a recommendation to the Purchasing Department in order to submit an "Agenda Memorandum" on MinuteTraq approving or disapproving this agenda item placed on the upcoming Mayor/Council Agenda.

Formal Opening: All formal solicitations shall be (publicly) opened at the time and place designated in the public notices in the presence of one (1) member of the Purchasing Division and shall be witnessed by at least one (1) department representative.

Tabulation: A tabulation of all bids received shall be created, provided by the Purchasing Department and available for public inspection, upon request.

Exception for Single Source Commodities: The City Manager stating the conditions and circumstances requiring the purchase may accept Purchases of supplies, equipment and contractual services from a single source from bid requirements upon certification. This certification shall set forth the purpose and need and why the item is the only one that will produce the desired results. (See Single Source Section)

Pre-Solicitation, Pre-Bid, Pre-Proposal Conferences: Conferences may be scheduled and conducted by Purchasing or designee, before the official time and date set for the formal opening to explain the purchasing requirements and to solicit information from potential bidders/proposers.

Mandatory: The meeting is required that all bidders have a representative attend if they plan to submit a proposal. If a mandatory meeting is conducted, only those firms who attend will be allowed to submit a proposal to the solicitation document. Therefore, at the mandatory meeting, all prospective proposers will sign in and only those identified from the sign-in sheet will be considered for the project and be eligible to have their proposals accepted. A representative from the requesting department and other technical experts will answer the questions posed during the meeting.

Any information provided at the meeting that will change the requirements of the solicitation document must be issued in the form of an addendum to all eligible proposers. Additionally, it is

required that substantive questions and resulting responses from the meeting be documented and provided to all eligible proposers in the form of an addendum. It is important to specify in the addendum which items are changes or modifications to the original solicitation document.

Note: Proposals from anyone not attending the mandatory conference(s) will not be considered.

Meeting Procedures: At the pre-proposal meeting, the facilitator will remind the potential proposers what meeting they are attending, introduce him/her, then introductions will include City's staff and any other project representatives in attendance. Introductions of proposers are not necessary, during the introduction phase of the meeting.

The facilitator will either discuss or have the appropriate staff address the following information:

- A. Pre-bid meeting sign-in requirement
- B. An explanation of the process
- C. Identify the submittal due date and advise that late proposals will not be accepted
- D. Deadlines for receipt of questions and clarifications and the procedures for such requests
- E. When to expect addendum(s) to be published for solicitation
- F. Provide an overview of the solicitation document(s) contracting requirements (i.e., certifications, business tax receipt, insurance requirements, etc.)
- G. Explain evaluation criteria and weighting, *if applicable*
- H. Discuss any requirements for submittal of the documents, explain the requirements and order for submitting the proposal
- I. Remind the proposers of the dates for the request
- J. Award review process
- K. Outline the protest procedures

Late Proposals: Any bid, proposal, or offer received at the place designated in the solicitation after the official date and time specified for receipt of proposals shall be deemed late and will not be considered for award. Any request for modification received after the date and closing time specified shall not be considered. The phone/computer clock at the receptionist desk on the first floor of City Hall is the official time for all times pertinent to formal openings.

Only One Bid Received: If only one responsible proposal is received, an award may be made to the single bidder if the City determines in writing that the price submitted is fair and reasonable. However, it is the practice of the City not to open a single bid received if for any reason the Purchasing Department feels that more bids can be obtained. Should this occur the Purchasing Department would extend the bid opening date, contact vendors that did not respond in an effort to obtain additional bids.

No Bid Received: On occasion, the Invitation to Bid will receive no responses. In those cases, these steps will be followed:

- A. Extend the bid-opening date.
- B. Contact all those vendors on bidder's list to determine reason for lack of response.
- C. Contact the user department to determine if rebid is desired, using information obtained from vendorsurvey.
- D. Notify Purchasing Department the closed bid if decision is made not to rebid.
- E. Review specifications and bid list if decision is made to rebid.
- F. Revise bid documents where appropriate.
- G. Initiate the bidding process per regularprocedures.

Rejection of Bids and Negotiation: The Mayor and Council shall have the right to reject any/all bids. If the lowest and most responsible bid exceeds the budgeted amount and the Mayor and Council does not make additional funds available, the City Manager shall have the power to re-advertise the item(s) for bidding after making sufficient changes in the project plans to bring the cost within the limit of the money available.

If no bid is received, or if the best bid exceeds the budgeted amount, the City Manager shall advise the Mayor and Council in writing, the condition and the circumstances surrounding the bid. The Mayor and Council may then authorize the City Manager to purchase by negotiation, but this shall be done only under conditions most favorable to the public interest and when said purchase will result in the lowest ultimate cost for the goods or services obtained.

Competitive Procurement/Diversity Initiative Policy: Purchase or acquisitions made by the City of College Park shall be made through competitive bidding or competitive proposal unless expressly exempted from this requirement by other provision of this policy or by express authorization by the City Manager or the Mayor/Council.

The following are hereby declared exempt:

- A. Emergency purchases
- B. Acquisition or leasing of real property
- C. Purchases of less than ≤ \$10,000.00
- D. Personal or professional services
- E. Sole source purchases or acquisitions

The City of College Park may “piggyback” purchase from other governmental contracts if such contracts are open to purchase by public authorities. As such, competitive bidding procedures do not apply or may be satisfied by the competitive process that was followed to award such governmental contract. The City has the discretion to enter into an inter-governmental agreement if the items to be acquired are available from these contracts. The bidding process has already been completed.

This policy shall also set forth the procedures for increasing opportunities for procurement and contract activities among Minority-Owned Businesses (MOB), African American Business

Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE) and Native American Business Enterprise (NABE) located within/outside the city limits of College Park Georgia. It is strongly encouraged to seek price quotations from the above various minority vendors when procuring goods and services that are valued at \$10,000.00 or less for dollar values under \$10,000.00. For goods and services that are valued over Dollar amounts above \$10,000.00 (sealed bids), a vendor questionnaire will be included in every bid packet. This questionnaire will be completed by the vendor and returned in the bid response and become part of the proposal.

Local Preference may be given to businesses that have a business location within the geographic boundaries of the City of College Park as long as all requirements of the bid have been met. Should a local vendor submit a bid proposal that is equal to a non-local vendor, then the local vendor's bid shall be recommended for approval provided all requirements of the bid proposal/process has been met.

The term business location means that the business has a staffed, fixed, physical place of business located within City of College Park City Limits and has had the same for a least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from the City of College Park.

In order to receive local preference, the proposer must provide the following criteria and provide supporting documentation as required.

- A. If the vendor is located within the City of College Park, a copy of their current City of College Park business Occupational Tax Certificate (Business License) is required to be submitted when responding to request for proposals and bids.
- B. And copy of a lease or rental agreement located within the city limits of City of College Park.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

Waiver of Irregularities: The Mayor and Council shall have the authority to waive any/all irregularities in any/all formal bids.

Evaluation of Proposals/Evaluation Phase: The evaluation phase as described below must be included in and carried out for all solicitations, even if only one proposal/response is received.

Prior to evaluating and scoring proposals, the proposals must first be examined to determine whether they meet the minimum requirements stated in the solicitation documents. The evaluation of these minimum requirements will be undertaken by the person responsible for conducting the solicitation process and will consider the following questions:

- A. Was the proposal received by the advertised deadline?
- B. Was there a mandatory pre-submittal meeting? *If so*, did someone representing the firm attend the pre-submittal meeting?

- C. Was the required documentation for the proposal included and signed?
- D. If the evaluation criterion for the cover letter was pass/fail, did the information contained within the cover letter satisfy the requirements?
- E. Did the proposer include responses for all criteria?

Proposers who fail to meet minimum requirements may be considered non-responsive and may be disqualified from further consideration (e.g., if a mandatory pre-submittal meeting was held and the firm's representative did not attend, their proposal must be disqualified and rejected). This preliminary evaluation is a measure of the potential consultant's ability to follow instructions and depending upon the evaluation criteria, may allow the City to determine if the evaluation committee will move the proposal forward for review.

Responses/proposals that are rejected due to their lack of responsiveness or non-conformity to the mandatory requirements will not be reviewed or evaluated by the evaluation committee. The Purchasing department will provide a written notice by e-mail to any proposer removed from consideration as part of the initial review for responsiveness.

Evaluation Committee: The evaluation committee should consist of a department director/manager or designee, project manager (if used), a staff member outside the requesting department/division, and one or more appointed staff members. The Purchasing Department director should assemble the committee. The evaluation committee may be selected based on their general knowledge of the subject matter, marketplace, City regulations, and understanding of the project, as well as for their ability to fulfill their time commitments and obligations as a member of the committee.

The committee should be formed ahead of time, but no later than the solicitation due date. The number of members and the make-up of the committee will depend upon the size and complexity of the project, but at least, there should be a minimum of three (3) and a maximum of seven (7) members, always an odd number.

Each of the committee members shall complete the evaluation process, from review through interview and/or oral presentations. By nature, the evaluation committees are short-term, highly focused, and often tightly scheduled. It is hard to predict how long it will take to conduct the evaluations of the proposals, as it is dependent on how many proposals are received and the corresponding quality and depth of the proposals. It is important that all committee members understand the level of commitment and follow-through required in serving on the committee, as committee operations are in addition to regular work assignments. If a member determines they are unable to complete the evaluation due to time or scheduling commitments, it would be best to replace that member at the onset; should a member not complete the evaluation process, any evaluations completed by this committee member must be discarded to eliminate any skewing of the final scores.

Technical Advisors: Whenever the department head/project manager anticipates using technical advisors in any capacity during the evaluation process, the solicitation document must specify that they may be used for evaluation purposes. Failure to include this information in the solicitation document will preclude advisors from any contact with committee members. Advisors are not authorized to be voting members of the evaluation committee; they may only be used to support the committee.

When technical advisors will be present for interviews/presentations, all short-listed proposers must be notified of their presence. A clear explanation must be provided of what the advisor's role will be during and after the interviews/presentations.

SECTION X
AWARD OF BIDS and CONTRACTS

All contracts, when the sum is ~~\$9,999.99 or less~~ < \$10,000.00, shall be awarded by the City Manager to the lowest and best bidder. The Mayor and Council shall approve all contracts when the sum is \geq \$10,000.00 ~~or more~~ to the most responsive and responsible bidder.

Initial Award: All bids shall be awarded to the most responsive and responsible bidder, unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the price alone. The award of all contracts shall fall within the guidelines stated above.

Best Bidder: After determining the most responsive and responsible bidder, in addition to cost, the bidder shall demonstrate the ability, capacity and skill to perform the contract.

- A. Demonstrate they can perform the contract within the time specified, without delay or interference.
- B. Demonstrate good character, integrity, reputation, judgment, experience and efficiency.
- C. Demonstrate the quality of performance of previous contracts.
- D. Demonstrate their existing compliance with laws and ordinances relating to the contract.
- E. Demonstrate their sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability and adaptability of the supplies or contractual services to the particular use required. The bidder's ability to provide maintenance and service to the item(s) provided, for the use of the contract, if needed in the future. The number, scope of work or services must be attached to the bid.

Tie Bids: With assistance from the Purchasing Department, the City Manager shall make recommendation of award of all tie bids under \$9,999.99 value. All tie bids in excess of \$10,000.00 shall be awarded by the Mayor and City Council.

A tie can exist when two (2) or more bidders offer identical prices for a product, good, or service that meets all specifications, terms and conditions. In such a situation, the City shall consider the following methods to resolve the tie.

- A. Past performance of the vendor
- B. Best delivery date
- C. Closest proximity to delivery site

SECTION XI

COOPERATIVE PURCHASING and GOVERNMENTAL CONTRACTS

Where standardization is determined to be desirable by the City Manager, the purchase of materials, supplies and equipment and certain contractual services may be negotiated with the approval of the Mayor and Council.

The City Manager shall have the authority to join with other units of governments in cooperative purchasing ventures when the best interest of the City would be served thereby, and same is in accordance with City and State Law.

The City Manager may elect to purchase through or join with other governmental units or agencies in cooperative purchasing ventures when the best interest of the City would be served, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of ten thousand (\$10,000.00) would require Mayor and Council approval before the purchasing contracts are entered into.

Cooperative purchasing is the consolidation or combination of needs by two or more entities, which are then collectively bid out as one. In a cooperative bid, all entities agree to be bound by the contract award in the same manner as if they are one agency. These requirements protect the principle that a bidder should be committed to the resulting contract.

Another form of cooperative purchasing is based upon central warehousing. Customarily, the largest consumer of the governmental units involved will buy in carload and truckload quantities and smaller government units can pick up certain types of items from the buyers warehouse. This type of cooperative purchasing like the contractual commitment method protects the principals of competitive bidding because the bidder knows the commitment covered by the Invitation to Bid and the award.

Piggyback Purchases: Although this is cooperative purchasing, the process is NOT to be confused with cooperative bidding. When it has been determined that a commodity or service designed to meet the specific needs of the acquiring department and that particular item or service is already available and has been bid and awarded previously by another governmental entity the process of purchasing that commodity or service is called "piggybacking."

Simply put, it requires written acknowledgment from both the successful bidder and the government entity, which did the soliciting, granting their approval that they will allow the City of College Park to acquire that item or service under the same prices, terms, and conditions of the original contract with the exception allowances only for the differences in delivery costs. As with the State of Georgia contracts, the contract prices in effect become the ceiling prices.

Piggybacking practices places the successful bidders who have won state contracts in open competition, in the position of having their contract prices presented as targets for others to negotiate around or play against if it were bid again. This process allows an entity to acquire the same products or services without jeopardizing that contract, by simply having the political entity authorize the "piggybacking".

Departments/Divisions/User Agents State, Government Agency and Organizations contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase should only be used if time is of the essence or if the chances for obtaining

better prices from other sources is poor. Utilization of these sources eliminates the need for a formal waiver of competitive bids.

The work/services/commodities must be specifically within the scope of the contract and the contract must be active. A purchase cannot be made against a contract that has expired.

Piggybacking From Other Governmental Entities: The Purchasing Department requires that when piggybacking from other governmental entities, the department/division provides and attaches to the requisition process the following documents:

- A. A complete copy of the original solicitation;
- B. A bid tabulation, if solicited by an Invitation to Bid, or scoring matrix if an RFP was used;
- C. A copy of the award letter/memo/agenda item by the governmental entity to the vendor must be obtained;
- D. A complete copy of vendor's proposal or bid;
- E. A complete copy of the contract executed by the governmental entity and the vendor and;
- F. A copy of the written acknowledgement from the governmental entity and vendor authorizing the city to acquire such goods or services under the same prices, terms, and conditions of the original contract with the only exception ~~allowances-only-being~~ for the differences in delivery costs.

SECTION XII

BONDS AND INSURANCE

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his own cost, and generally may be classified as follows:

Bid Bond: Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid. The Bid Guarantee may be in the form of an official bank check payable to the City of College Park, or an AIA Document A310 Bid Bond on a form provided by a licensed surety bonding company. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

Georgia Law O.C.G.A. § 36-91-50, Bid bonds shall be required for all public works construction contracts subject to the requirements of this article with estimated bids or proposals over \$100,000.00; provided, however, that a governmental entity may require a bid bond for projects with estimated bids or proposals of \$100,000.00 or less. (Department of Administrative Services, 2017)

Performance and Payment Bonds: The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the City, price and other factors considered. The City is entitled to make the determination in its sole discretion. The Contract between the City and the Contractor shall be executed in the form attached to the Bid Document Package, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia.

Labor & Materials Bond: Same as Payment Bond.

Unless otherwise exempted specifically by the Mayor and Council, a contractor or vendor shall provide a corporate surety bond, or other performance security from a surety company authorized to do business in Georgia to guarantee the full and faithful performance of his/her contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the City Manager. All sureties shall be approved as to form by the City Attorney.

Insurance

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of College Park as an "additional insured" party. Proposers are required to submit proof of insurance to the City with their bid/proposal including the types and dollar amounts of coverage.

Indemnification: The selected bidder shall indemnify, defend and hold harmless the City, its representatives, employees, elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any

negligent act, conduct, error or omission by the City, its agents, employees in the performance of their contract or occasioned wholly or in part by any negligent act, conduct, error, or omission by the selected bidder, or its agents, employees or subcontractors, in the performance of their contract.

The following requirements are for use with construction type contracts or when a contract is utilized or any work will be done on City's property.

Worker's Compensation: The selected bidder shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with O.C.G.A. Title 34, Chapter 9 (State Board of Workers' Compensation, 2018), as amended.

Business Auto Policy: The selected bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the bidder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Bidder to agree to maintain Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Georgia. All policies shall be on occurrence made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability: The selected bidder shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. For use with consultants or engineers only.

Additional Insured Requirements: Except as to Worker's Compensation and Employees' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed to include City of College Park, a municipality of the State of Georgia. The name for the additional insured endorsement issued by the insured shall read "City of College Park" along with the contract and bid number. The certificate of insurance shall unequivocally provide thirty days (30) written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder.

Subcontractors: It shall be responsibility of the selected bidder to insure that all subcontractors comply with the same insurance requirements reference above.

Deductible Amounts: All insurance deductible amounts shall be paid for and be the responsibility of the selected bidder for any/all claims under the contract.

SECTION XIII CAPITAL ASSETS TRACKING

Fixed and Capital Assets: The City has established a capitalization threshold of \$ _____ for property expected to benefit the operations of the organization for multiple years to be considered a fixed asset.

- A. All property with an acquisition cost in excess of \$ _____ and an estimated useful life of one year is to be capitalized;
- B. Capital Assets include buildings and improvements; However, the disposition of real property shall be governed by O.C.G.A. § 36-37-1 *et seq.* and not by this policy.
- C. Property purchased meeting the fixed asset definition is tagged with a pre- numbered asset tag and added to the list of assets maintained by the Finance Department. This list is categorized by type of fixed asset, i.e. buildings, furniture and equipment, plant assets, etc. and includes the asset number, date of installation, cost including taxes, shipping and installation fees, and life expectancy for depreciation purposes. A copy of the invoice(s) should be maintained with these asset records until the asset is sold or deleted.

Equipment Depreciation: The purpose of depreciation is to recognize the decreased value of the property over time (useful life) and to quantify this ‘usage’ as an expense to each cost center deriving benefit from its use.

- A. A fixed asset, as previously defined, is depreciated over its estimated useful life.
- B. Depreciation Schedules are prepared for the full fiscal year utilizing the guidelines of the Depreciation Policy.
- C. A separate schedule is made for each property/asset type. The schedule is maintained by the Finance Director. As depreciable property is purchased, it is tracked in New World ERP and is added to the depreciation schedule at year end, following purchase/installation.
- D. Depreciation is run at year end.

Surplus of Capital Assets: All capital assets that are obsolete, excess, or no longer needed by the owning Department are to be reported to the Finance Department for disposition. All items must be listed on a Request to Transfer/Declare Surplus form (Appendix D) and submitted to the Finance Department. The Finance Department is responsible for approving the disposition of the capital assets. If the item is a transfer between departments, the Request to Transfer/Declare Surplus Form requires both the transferring and receiving Department Director’s signatures. The Capital Asset Coordinator will verify ownership, description, and identification number of the equipment on the form and approve the transfer or surplus of the item. Upon approval, a copy of the form will be provided to Finance to update the computerized inventory.

Disposition of Property: Non-capital items such as broken chairs, tables, calculators, desk accessories, books, tools, which are considered as “junk”, may be disposed of via the landfill or trash by the individual department(s).

Capital Assets that have identification numbers can be disposed of by one of the following manners:

- A. By transferring to another department or division
- B. By trading in on equipment
- C. By selling as scrap
- D. By notification of sale at public auction conducted by GovDeals

How to Report: Each department, division or authority shall report its surplus or obsolete stock, equipment or materials on the "Notification of Surplus Property", (see attachment).

When to Report: All departments or separate units shall submit to the Purchasing Department, on the provided form(s), a report of surplus or obsolete property as follows:

- A. When the department(s) identifies equipment such as motor vehicles, bulldozers, mowers, ~~attachments~~, etc., to be traded for new equipment or to be otherwise disposed ~~of~~. In addition; the department(s) should include a list of all spare parts for such equipment if ~~they, too,~~ are obsolete or surplus. as well.
- B. Scrap such as aluminum, bronze, brass, steel, etc., to be sold shall be reported or at such intervals as will be advantageous to the best use of the storage area of the department in question. Such material shall be kept separated to enable an accurate, intelligent estimate of the quantity or weight to be made. .

SECTION XIV

VENDOR REGISTRATION

It is suggested that all vendors desiring to sell goods and services to the City complete an online vendor application under “Vendor Registration” within the Purchasing Department tab via the City website.

Vendors may make application by accessing the City’s web page at www.collegeparkga.com then follow these steps in order to register:

- A. Use the Departments tab and search for Purchasing
- B. A link for Vendor Registration will appear.
- C. Click link City of College Park Vendor Registry, this will redirect you to another screen to register. Complete all fields, to establish an account with the City of College Park Vendor Registration System (Vendor Registry.com). Follow steps as prompted to complete your account.
- D. Once completing the registration:
 - a. Return to the City of College Park website at www.collegeparkga.com
 - b. On the home screen look for Bids/RFPs link
 - c. Under the Bid Posting post complete the notification link under the Subscription to receive notification of new solicitations.

All complaints concerning vendor performance shall be directed to the Purchasing Department in writing using the Vendor Performance Evaluation Form (Appendix F). Finance will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. An example of a performance complaint is failure to deliver goods and/or services as outlined in an Invitation to Bid. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

It is essential to develop and maintain goodwill between the City of College Park and its suppliers. The reputation of the City can be promoted by:

- A. Giving all salespersons a full, fair, prompt and courteous hearing.
- B. Respecting the confidence of the salesperson or their company as to confidential information.
- C. Having consistent buying policies and principles
- D. Observing strict truthfulness in all transactions and in correspondence.
- E. ~~Keeping competition nation of~~ Keeping the bidding and purchasing process open, fair, and cleartransparent.

- F. Cooperating with the seller and considering their difficulties in providing the service or products.
- G. Keep the lines of communication open for all vendors
- H. Making payments in a timely manner.

Vendor set up in system

All new vendors to be established in the New World system that will be issued a check from the Finance Department should have a W-9 on file with the Purchasing Department. This process shall ensure the most accurate information is entered into the system for the vendor(s).

Before requesting a vendor is set up as a vendor in the system, there are a few things to keep in mind:

- A. Current College Park employees cannot provide goods or services as an independent contractor.
- B. No former College Park employee or elected official, may enter into a contract as an independent contractor for three (3) years from the date of separation.
- C. No College Park employee or department may buy goods or services for the City from a vendor who is a member of the employee's family.
- D. No College Park employee or department may buy goods or services for the City from a vendor where an employee owns or controls at least 10% of the business.

The requestor will need to forward a current, signed, and dated W-9 form. Vendors will be established in their name as they appear on their W-9s; DBA name, if applicable. The set up requests normally takes between 3-5 business days.

Upon establishing the new vendor; a purchasing representative will forward the vendor number to the requestor in order for him/her to complete a check request or purchase order within the New World system.

SECTION XV
ETHICS in PROCUREMENT

Conflict of Interest and Disclosure of Campaign Contributions:

Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term “City Employee” means any person employed by the City of College Park, and the term “City Official” means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows:

1. The City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the City Employee, City Official or immediate family of such is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
3. A City Employee, City Official or any immediate family of such who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.
4. All City Employees and City Officials will be asked to sign a disclosure document indicating his or her compliance with the City Code of Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits.* It shall be unethical for any City Employee or City Official to directly or indirectly solicit, demand, receive, accept or agree to receive any gratuity, reward, offer of employment, services or things of value from any person, business or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.
2. It shall further be unethical for any person, business or entity to offer, give or agree to give or offer to give any City Employee or City Official any gratuity, reward, offer of

employment, services or things of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.

3. A “thing of value” shall not include:
 - i. Any gift with a value less than one hundred dollars (\$100.00);
 - ii. Food or beverage consumed at a single meal or event;
 - iii. An award, plaque, certificate, memento or similar item given in recognition of the recipient's civic, charitable, political, professional or public service;
 - iv. Promotional items generally distributed to the general public or to public officers;
 - v. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their goods and services are acceptable and are the property of the City; and
 - vi. Educational events, materials and meals as described in subparagraph (ii).
4. *Educational events.* Nothing in this section shall preclude a City Employee or City Official from attending seminars, courses, lectures, briefings or similar functions at any person, business or entity’s facility or at any other place if any such seminar, course, lecture, briefing or similar function is for the purpose of furnishing the City Official, City Employee or agent with knowledge and information relative to the person, business or entity’s products or services and is one which the city manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing or similar function, nothing shall preclude the City Employee or City Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business or entity. However, no City Employee or City Official shall accept or receive travel or lodging for less than the value thereof from a person, business or entity.
5. *Kickbacks and rebates.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Disclosure of Campaign Finance Contributions

1. All vendors/contractors who do business with the City for purchases from ten thousand dollars (\$10,000.00) and above, which require a sealed bid process under the terms of the City of College Park’s Purchasing Policies and Procedures, shall be required to file a written campaign contribution disclosure form as a part of the solicitation process. Said form shall itemize all monetary contributions totaling \$100.00 or more that the vendor/contractor made within the ~~the~~ preceding twelve (12) months to: (i) any elected City Official’s campaign; and (ii) any event sponsored by an elected City Official. *See Appendix K.*
2. Unless otherwise reported individually, where separate contributions of less than one hundred dollars (\$100.00) are knowingly received from a common source, such contributions shall be aggregated for reporting purposes. For purposes of fulfilling

such aggregation requirement, members of the family, members of the same firm or partnership or employees of the same person as defined in paragraph (19) of O.C.G.A. § 21-5-3, shall be considered to be a common source; provided, however, that the purchase of tickets for not more than twenty-five dollars (\$25.00) each and for attendance at a fundraising event by members of the family, members of the same firm or partnership or employees of the same person shall not be considered to be contributions from a common source except to the extent that tickets are purchased as a block.

3. For each year a vendor/contractor is under a contract valued at more than \$10,000.00 annually and engaged in business with the City, it shall be required to file a campaign contribution disclosure form to the City Manager.

D. Prohibition against Contingent Fees

It shall be unethical for any person to be retained, or to retain a person, to solicit or secure a contract upon any agreement or understanding for a contingency fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of vendors. A “contingency fee” as used in this subsection C means any commission, percentage, brokerage or other fee that is contingent upon the success that a person has in securing a city contract.

E. Use of Confidential Information

It shall be unethical for any City Employee or City Official to knowingly disclose or use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

F. Unauthorized Purchases

No purchases of goods and services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

G. Penalties and Sanctions

1. *Legal or disciplinary action by city council.* The city council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any City Employee, City Official or other person in violation of these ethical standards.
2. *Legal or disciplinary action by city manager.* The city manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any City Employee violating this City Code of Ethics Policy.
3. *Administrative penalties for employees.* The city manager may impose any one or more of the following penalties or sanctions on a City Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
 - i. Oral or written warnings or reprimands;
 - ii. Suspensions with or without pay for specified periods of time; or
 - iii. Termination of employment.
4. *Administrative penalties for outside contractors/vendors.* The City may impose any

one or more of the following penalties or sanctions on a vendor or other person or organization for violations of these ethical standards:

- i. Written warnings or reprimands;
- ii. Termination of contracts; or
- iii. Debarment or suspension.

Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure or agreement for expenditure arising from any procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this policy or the authorization or delegation as provided in this policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

Vendor Contact during Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any City Official, City Employee or other City representative other than the purchasing agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The city manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

Cooling Off Period

A "Cooling Off" period is the time during which an employee is separated from participation in all official matters involving an entity because of a particular situation.

It is required that a former City of College Park employee in addition to elected or appointed City of College Park official cannot conduct business with the City of College Park from the date of separation; for a period of three (3) years from the date of separation. In this capacity, their new employer might find an employee's former connections to government agencies quite valuable when it comes to getting clarification on rules and regulations.

- A. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work related to contracts in which they engaged in any negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the contract while employed in any capacity by any department.
- B. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work on a contract if they were employed by that department in a policy-making position in the same general subject area as that contract.

SECTION XVI DISQUALIFICATION and PROTEST PROCEDURES

Disqualification/Debarment of Bidders: Have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the City for no less than five (5) years, from the date of discovery.

- A. Fraud, bribery, collusion or conspiracy;
- B. Bid rigging, price fixing or any other act in violation of any local, state or federal law in connection with the bidding upon, solicitation, award or performance of any public contract; or
- C. Embezzlement, theft, forgery, falsification or fabrication of records, moral turpitude or perjury.

Protest: Any interested party desiring to protest, challenge or otherwise pursue a claim against any aspect of College Park procurement must comply with College Park's Protest Policy.

Form of Protest

Bidders or respondents who are aggrieved in connection with a formal solicitation or with the City's recommendation for award shall be afforded the opportunity to submit a written notice to the Purchasing Department. Bids or proposals that did not meet the minimum published requirements including specifications and/or scope of service, are not subject to protest.

At a minimum, the protest must be submitted in writing and must include the following:

- A. The name and address of the protestor;
- B. Appropriate identification of the solicitation/sole source notice/consortia or cooperative notice;
- C. A statement of all legal and factual grounds for the protest;
- D. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time (in which case the supplier must proceed to file the protest within the filing period identified below, but state the expected availability of the material); and
- E. A statement of the specific relief or remedy requested and;
- F. Signature of an officer or person authorized to execute contracts on behalf of the protestor.

To ensure the protest process is conducted efficiently and in a manner fair to all parties, the City of College Park requires a protesting supplier to identify all grounds for protest during the protest filing period. Any issues or grounds not timely raised within the written protest shall be deemed waived by the protestor.

Filing Protests

A protest is considered to be properly filed when it is in writing and signed by a company officer authorized to sign contracts on behalf of the supplier or legal counsel that has been engaged by the

supplier, is submitted via e-mail to the Purchasing Department, and is received within the filing period.

Filing Deadlines

Protests must be received within five (5) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested. The City of College Park will not consider untimely protests absent evidence of malfeasance or administrative error by the City that substantially impaired an interested supplier's ability to file a timely protest.

In the event the City does not provide access to records included in the register of proposals or the administrative review within three (3) business days of issuance of the Notice of Intent to Award, the interested supplier may file, within the filing period, a request for extension of the filing period to extend the protest period by the number of days that it takes for the City to produce the records beyond the first business day. In the event the City does not provide timely access to records other than those that comprise the register of proposals or administrative review, the interested supplier is required to file a protest within the filing period, indicating the failure of the state entity to provide timely access to records and reserving the right to file an amended protest upon production of such records.

If an interested supplier fails to file a protest by the applicable deadline, the City of College Park may, at its discretion, deem such failure as the supplier's voluntary relinquishment of any grounds the supplier may have for protesting through the City of College Parks' protest process or through subsequent litigation.

Protest Resolution

The Purchasing Department shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the petition. The City Manager and City Attorney for the City of College Park will review and issue a written decision on the protest as expeditiously as possible after receiving all relevant documents.

In the event that a solicitation, a sole source notice, or a consortia/cooperative notice is cancelled or amended by the City prior to issuance of a decision, the protest will be deemed moot and no further action will be taken by the City of College Park regarding the protest.

The petitioner shall be furnished a copy of the decision and the final decision under this section shall be conclusive and shall represent the position of the City

Costs

In no event will a supplier be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a response to the solicitation, the costs of participating in the protest/request for formal review process or any attorneys' fees.

APPENDICES

**FINANCE DEPARTMENT
PURCHASE ORDER CHANGE FORM**

PO Date:		PO #:	
Vendor No:		Vendor Name:	
PO Account No:			
Original PO Amount:			
Requesting Depart:			
Reason for charge:			

Type of Change
(complete one)

	Change account number(s)
All or specific line(s):	_____
Original account number(s):	_____
New account number(s):	_____

	Increase purchase order
All or specific line(s):	_____
Amount to increase:	_____
New PO total:	_____

	Decrease purchase order
All or specific line(s):	_____
Amount to decrease:	_____
New PO total:	_____

	Cancel/Void PO
All or specific line(s):	_____
Amount to cancel/void:	_____
New PO total:	_____

Department Head Approval Date

Finance Director Approval Date

City Manager Approval Date

Purchase Order Change Notices are reviewed to determine conformance to established Purchasing Policies and adhere to relevant agreements, bids, contracts and policies.

**CITY OF COLLEGE PARK
EMERGENCY PURCHASE EXPLANATION MEMO**

General description of material(s) and/or service purchased

[Empty box for general description of material(s) and/or service purchased]

Nature of emergency affecting safety, health, or welfare of the public. Be concise but describe the emergency completely.

[Empty box for nature of emergency affecting safety, health, or welfare of the public]

Vendor: _____
Total actual cost of emergency purchase: _____
Prepared by: _____
Date Prepared: _____

Department Head Approval Date

Finance Director Approval Date

City Manager Approval Date

Attached invoice(s) and all supporting documents and forward for review, approval and processing

**SOLE/SINGLE SOURCE/ SOLE BRAND
REQUEST FORM**

Date:	
To: City Manager	
Thru: Finance Director	
From (department):	
Product/Service Description:	

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

Sole Source (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

Single Source (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

Sole Brand (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

Standardization (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: _____

Date: _____

Section II
QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

Order placed by:	
Proposed Vendor:	
Product(s):	
Estimate Cost of Purchase	

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

4. I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

APPROVAL AUTHORITY: In accordance with the City of College Park Purchasing Manual procedures, it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.

Approved By: City Manager

Date:

City of College Park
Notification of Surplus Property

Date:

From: (Your Department Name)

To: Fleet Administrator

This notice is hereby given that the following item(s) of equipment and/or material(s) will be declared surplus in this department. Disposition is being requested as of the date above.

<u>Item</u>	<u>Property #</u>	<u>Description</u> <i>(make, model, serial, number)</i>	<u>Disposition</u> <u>Code</u>	<u>Location</u>	<u>Estimated Value</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTE: Any/All items must be approved for disposal by Mayor and Council.

Disposition Codes:

- 1) Transfer to other department
- 2) To be sold as scrap
- 3) To be sold as usable equipment
- 4) To be sold "As Is"
- 5) To be traded on purchase of new equipment
- 6) Other reason for disposition (brief explanation):

Department Director: _____

Date Approved: _____

Director of Finance: _____

Date Approved: _____

VENDOR PERFORMANCE EVALUATION FORM

Vendor:		Date:			
Address:		Prepared by:			
Commodity/Service:		Department:			
	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Comments:
Service					
Delivers on Time					
Condition of Goods on					
Follows Instructions					
Number of Rejections					
Handles Rejections Promptly					
Handling of Complaints					
Technical Assistance					
Emergency Aid					
Furnishes Specially Requested Information					
Delivers Without Constant Follow-up					
Keeps Promises					
Past Reliability Record					
Technical Ability For Difficult Work					
Personal Preference					
Other (_____)					
Overall Rating By Using Agency					
Overall Rating By Purchasing					

Instructions:

- Evaluate vendor on items listed and check the appropriate columns. Some items may not apply.
- Indicate vendor’s overall rating by checking the appropriate column.
- If vendor’s overall rating is fair or poor, please explain under “Comments”
- Upon completion return to Purchasing Department

E-VERIFICATION AFFIDAVIT

The College Park contract holder, signed below, confirms and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (check and complete #1 or #2 below)

___ 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

Federal Work Authorization User Identification Number (not Taxpayer ID)

Date of Authorization

Legal Business Name of City of College Park Contract Holder/Applicant

___ 2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city) _____
(state)

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of Georgia
County of Fulton

_____, being first duly sworn, deposes and says that he/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of College Park.

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

NOTARY PUBLIC
My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATE
(Identical Tie Proposals)

In accordance with O.C.G.A. § 34-9-410 of the State of Georgia Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.
5. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the below named business, firm or corporation DOES DOES NOT] comply fully with the requirements set forth herein.

Company:	
Authorized Representative:	
Signature:	
Date:	

APPENDIX J

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OR SCOPE OF WORK

**Required for each contract or arrangement to prepare or develop specifications or requirements for a solicitation or to serve in a consultative role during the procurement process for any City procurement method. O.C.G.A. § 36-80-28.*

The undersigned Consultant, who is entering into a contract or arrangement with the City of College Park, Georgia (the “City”) to prepare or develop specifications or requirements for bids, requests for proposals, procurement orders, or purchasing orders for the City, agrees and certifies that:

(1) Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the City, as may be related to the project.

(2) Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or Consultant’s employees, agents, or subsidiaries (include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

(3) Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

(4) Consultant acknowledges that any violation or threatened violation of this certification and agreement may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Company:	
Authorized Representative:	
Signature:	
Date:	

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

Required for all purchases/contracts valued at \$10,000.00 or above for which a competitive procurement is required under the terms of the City's Purchasing Policies and Procedures

Within the preceding twelve (12) months, have you or your company made monetary contributions totaling \$100.00 or more to (i) any elected City Official's campaign; or (ii) any event sponsored by an elected City Official?

Yes*

No

*If you answered "Yes" to the above question, you must complete the following section:

Date	Name of City Official	Description	Amount

The undersigned certifies that the foregoing is true and correct to the best of undersigned's knowledge.

Company: _____

Authorized Representative: _____

Signature: _____

Date: _____

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CITY OF COLLEGE PARK PURCHASING POLICIES

Adopted _____, 2021

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PURPOSE

The purpose of these policies are to recommend the manner in which the City of College Park (“City”) shall control the purchase of materials, supplies, equipment, and certain contractual services of the City, and to maintain a high ethical standard for all officers and employees of the City in connection therewith. These internal policies and procedures are designed to explain and facilitate understanding of the functions, policies and procedures of the Purchasing Department and to serve as a tool in personnel training.

Departments/Divisions must keep a current copy of the City Purchasing Policy, which includes these policies and procedures, and any official updates and applicable memos issued by the Purchasing Department.

Procedures contained herein are applicable to all City personnel involved in the requisitioning, procuring of goods and services, receiving, transferring and replacement of supplies, materials, services, equipment, and invoice processing. At times, the Purchasing Department may try new innovative procedures not described below. These can be tested on a trial basis until the procedures are finalized and approved by the City Manager and/or Mayor and Council.

SCOPE

The scope of this manual shall encompass all normal operating purchasing policies and procedures including purchasing transactions as well as the disposition of property. It has been developed within the guidelines of Georgia Statutes and customized for the efficiency and effectiveness of the City of College Park. Any situation not covered by this manual, must be presented to (a) Finance Director, (b) City Manager, or (c) the Mayor and City Council for approval.

This manual and all future amendments will be distributed to all departments and employees, operating under the City of College Park, who would be involved in the purchasing process. It can also be distributed to other organizations upon request. It is the responsibility of the department head to keep an up-to-date copy available to all employees who use the City Purchasing System. It will be the responsibility of the Finance Director and /or the Purchasing Department to distribute copies of this manual and all future amendments to the appropriate parties.

DEFINITIONS

The following definitions provide concise, comprehensive information concerning procurement terminology.

Addendum: An addition or supplement to a document, for example, items or information added to a procurement document and/or bid proposal.

Award: Mayor and Council approval of a final bid or a proposal.

Bid: A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

Bid Acceptance: The unconditional receipt of the bid at the designated bid location within the timeframe and conditions set in the bid document. Any alterations to the bidder’s offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

Bid Bond: Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid.

Bid Opening: The process of opening and reading bids conducted at the time and place specified in the Request for Proposal and/or advertisement and in the presence of all who which to attend.

Blanket Purchase Order: A blanket purchase order is one issued for the purchase of items of materials, supplies, parts, etc., for using divisions in instances where the quantity of apportionment cannot be anticipated, or where it is not practical or feasible to provide adequate storage.

College Park Business Tax Receipt: All businesses with a physical base of operations within the City of College Park limits are required to register with the City, pay the City local business tax annually, and display a current City of College Park Business Tax Receipt.

Capital Improvement Project: Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of City government.

Certificate of Insurance: A document that is provided by the contractor/consultant to show proof of insurance according to the county requirements.

Certificate of Non-Collusion: A statement signed by a bidder and submitted with his bid affirming that this bid is made freely, independently and without consultation with any other bidder.

Collusion: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

Collusive Bidding: An unethical and illegal practice in which suppliers act in collusion to “fix” their bids in a collectively advantageous manner.

Competitive Bidding: The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services. Competitive sealed bidding is the preferred method of source selection in public purchasing.

Competitive Sealed Proposal: A method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible proposers who submit proposals and prices in the competition that meet the required criteria.

Conflict of Interest: Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term “City Employee” means any person employed by the City of College Park, and the term “City Official” means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

Consumer Price Index (CPI): The Consumer Price Index is a measure of the average change in prices over time in a fixed market basket of goods and services. Two CPIs are published: (1) the CPI for All Urban Consumers (CPI-U) which covers a percentage of the total populations, and (2) the CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers a percentage of the total population. The CPI is based upon prices of food, clothing, shelter, transportation, medical care, and

other goods and services that people buy for day-to-day living. See U.S. Bureau of Labor Statistics link [CPI Home : U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov) for latest percentages.

Contract Administration: The management of all facets of a contract to assure the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are fulfilled.

Contract Management: The management of the organization's contracts and contract-related activities which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business activities.

Contractual Services: shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, leases and concessions, demolition of buildings, rental, repair or maintenance of equipment, machinery and other like services. The term services shall not include professional services, which are unique in their nature and not subject to competition.

Cooperative Purchasing: An approach in which several organizations jointly buy selected items. They may form or utilize a centralized buying service that purchases specified types of items for all members of the group or cooperate informally. The resulting volume buying usually produces significant cost savings for group members. In simple terms, cooperative purchasing involves sharing procurement contracts between governments.

Cooling-off Period: A period of time that must pass before someone can do something or before an agreement becomes final.

Debarment: The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the City.

Emergency Purchase: A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Ethics: Pertaining to or relative to moral action, conduct, motive or character; as ethical emotion; professionally right or benefitting; conforming to professional standards of conduct.

Evaluation Criteria: Factors, usually weighted, relating to management capability, technical capability, and manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

Fair Market Value: Lowest purchase price paid by the State for like items or services purchased in a similar quantity within the last six months. If this information is not available, then the lowest of three phone quotes verified by price indices or purchases made by other government entities will be used.

Grant: Financial assistance pursuant to written agreements/contracts to carry out a specific purpose.

Grantee: The recipient of a grant.

Grantor: The provider of a grant.

Identical Bid: A bid that is the same in all noticeable respects with another bid.

Information Bid: A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

Invitations to Bids (ITB): Also called Invitation for Bids (IFB). A solicitation inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Price is the major consideration in the award determination.

Invitation to Negotiate (ITN): A formal competitive solicitation for the purchase of goods and/or services, where factors other than price are to be considered in the award determination. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and design-build projects.

Non-responsive Bid: A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

Notice of Award: A written notification from the City to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

Payment Bond: A bond that assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract. Also known as labor and materials bond.

Performance Bond: A contract of guaranty executed subsequent to award by a successful bidder to protect the City from loss due to contractor's inability to complete the contract as agreed.

Piggyback Method: A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

Piggyback Contracts: Contracts issued by individual governmental entities that allow other jurisdictions to use the contract (i.e., to "piggyback" on the contract terms and prices) they established. The contracting jurisdiction must include piggyback language in the contract and the vendor must agree.

Pre-bid/Pre-proposal Conference: Meeting held with prospective bidders or proposers prior to submission of bids or proposals, to review, discuss, and clarify technical considerations, specifications, and standards relative to the proposed procurement.

Pre-Qualification of Bidders: The screening of potential vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified vendors.

Pre-Solicitation Conference: An information meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service(s) transactions when composing solicitation document(s).

Price Agreement: A price agreement is the acceptance of a supplier's promise to furnish items or services to the City at a firm or fixed unit price, or at a firm or fixed percent discount against an escalating market, for a specific period of time.

Protest: A written complaint about an administrative action or decision brought by a bidder or proposer to the appropriate administrative section with the intention of receiving a remedial result.

Public Notice: The display of procurement notices in an area regularly used for that purpose that is available to the public during normal working hours or by posting on the City's internet web page.

Purchasing Department: Reports directly to the Director of Accounting and Finance

Purchasing Ethics: Moral principles or code to be respected by the Purchasing Department or any division or department having responsibility in the procurement process

Purchasing Manual: A document that describes the rules and procedures to be followed by the City

Purchasing Policy: A course of action adopted in purchasing affairs

Purchasing Procedure: A mode of conducting purchasing activities

Quotation: Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

Request for Information (RFI): A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the City may develop specifications for an Invitation for Bids or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

Request for Proposal (RFP): A solicitation document used when price is not the determining criteria and it is used in the competitive negotiated process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award. The request for proposals is used when it is not practicable for the City to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the City is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and catering services. RFP is used to procure the most cost-effective solution based upon evaluation criteria identified in the RFP.

Request for Quotation (RFQ) - A solicitation seeking responses for services for which the competitive award will be based on the qualifications of those responding; generally, but not limited to, used in procuring certain professional services, design build services, consulting and construction management services.

Responsible Bidder, Proposer, or Respondent: A person who has the capability in all respects to

perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

Responsive: A proposer's full and proper responsiveness to a solicitation. This means that the proposer "responded" to the solicitation exactly the way he or she was instructed. It means that everything to be completed was, in fact completed and in proper order and format as directed by the solicitation.

Salvage: Property that has some value in addition to its value as scrap, but which is no longer useful as intended in its present condition and whose restoration to usefulness as a unit is economically not feasible.

Sealed Bid/Proposal: A bid or proposal that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids or proposals.

Selection Committee: A committee formed to evaluate proposals based on certain criteria as stated in the RFP or RFQ.

Single Source: The one source among others that, for justifiable reason(s), is found to be the only acceptable source for the purpose of the procurement.

Shortlisting: The part of a competitive procurement process in which the City determines, based on criteria developed for a specified good, service, or professional service which of the interested vendors are best qualified to be eligible for further consideration in the purchasing process.

Sole Source: The only existing source of an item, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.

Sole Source Procurement: An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

Solicitation: A request for bids to provide supplies, services or construction items.

Specification: A concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids or Request for Quotation to describe the goods and service to be purchased or otherwise required. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Specifications Committee: A committee that works together to establish specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development of standards.

Sunshine Law: Georgia's Sunshine law (O.C.G.A § 50-14-5 and § 50-18-73) requiring meetings to be open to the public. This law governs committees involved in the selection and negotiation of vendors.

Surety Bonds: A document from the contractor that is issued to guarantee that an obligation will

be fulfilled.

Surplus Property: Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

Tabulation of Bids: A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc. in response to a specific solicitation, made for purposes of comparison and record-keeping.

Terms and Conditions: A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

Using Agent: Any department, division, agency, commission, board, committee, authority, or other unit in the City Government using supplies or procuring contractual services as provided for in this policy.

Waiver of Bid(s): A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in bids, which do not change the substance of the bid and will not adversely affect the competition between bidders.

SECTION I**RESPONSIBILITIES AND FUNCTIONS OF PURCHASING DEPARTMENT**

- A. Developing purchasing objectives, policies, programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment, services, and construction.
- B. Responsible for administering the Purchasing Policies and Procedures Manual, as approved by the City Mayor and Council regarding all matters pertaining to purchasing.
- C. Revising solicitations provided by user department/division by assembling specifications, quantities and technical requirements, presented to the Purchasing Department, which are subsequently included in Invitations for Bid, Requests for Proposals/Qualifications, and/or Requests for Quotations.
- D. Promoting goodwill between the City of College Park and its suppliers. Encouraging full and open competition whenever possible. In addition, assuring fair and equitable business dealings with all vendors.
- E. Train and guide City's personnel in regards to purchasing procedures, as needed.
- F. Exploit the possibilities of buying "in bulk" to take full advantage of discount. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City.
- G. Discourage unfair bidding and attempt to obtain as full and open competition as possible on all purchases and sales.
- H. Establish and amend when necessary, all rules and regulations authorized by this policy.
- I. Prescribe and maintain a standard purchasing manual for using departments. Prescribe and maintain such forms as shall be reasonably necessary to operation of this policy.
- J. Prepare and adopt a standard purchasing terminology for using departments and suppliers.
- K. Act on behalf of the City to procure all tax exemptions to which it is entitled.
- L. Cooperate with using departments to secure for the City the maximum efficiency in budgeting and accounting.
- M. Ensure that proprietary material provided is kept confidential before and after the award, if necessary

SECTION II**RESPONSIBILITIES OF REQUESTING DEPARTMENTS/DIVISION**

- A. Identifying, as soon as possible, and sufficiently in advance, their needs for goods and services in their City operations and activities.
- B. Enter requisitions as outlined in this manual allowing sufficient lead-time for Purchasing to complete purchase orders then return the completed purchase order to the requesting department, in order to submit the order to the vendor to deliver goods or services.
- C. Follow the City's purchasing policies outlined in the Purchasing Policies
- D. Determine that sufficient funds are available in their authorized budgets to pay for each item or service that they order.
- E. Prepare scope of service(s) and technical specifications, when needed, for products or services.
- F. Inspect all items or services as delivered and notifying Finance (Accounts Payable) of the receipt in order to authorize payment to the vendor.
- G. Submit bid and proposals to Purchasing for review and assembly before advertising.
- H. Send all documentation required and request for purchase to "piggyback" using State of Georgia contracts, Sourcewell, OMNIA Partners, NCPA (National Cooperative Purchasing Alliance), other competitive bids, or a Sole Source requests.
- I. Send all documentation required and requests for grant related procurement.

SECTION III

GENERAL PROCEDURES FOR PURCHASE OF GOODS AND SERVICES

The following procedures shall govern the purchasing of goods and services for the City in accordance with this policies and procedures manual:

- A. **Competitive Threshold:** When the total annual anticipated value of goods and/or services exceeds \$10,000.00, the goods and/or services must be competitively procured in accordance with Purchasing Policies and Procedure Manual and a Term Contract should be issued, when applicable.
- B. **Exceptions Prohibited:** Unless otherwise provided herein, there shall be no exceptions by any using department/division to the above provisions; *except* as may be specifically authorized by the City Manager in a written statement stating the reason for said exception(s).

Notwithstanding the foregoing, the provisions of this policy do not apply to procurements for the following:

- a. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq.*;
- b. Services and construction whose procurement falls under a conflicting federal or Georgia statute;
- c. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- d. Antiques and other unique assets of historical value, including restoration of these items;
- e. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property;
- f. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;
- g. Dues, memberships, and board member fees;
- h. Insurance procured through a negotiating process;
- i. Legal services, litigation, experts and materials, and related legal expenses;
- j. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;

- k. Subscriptions and dues established during the budget process;
 - l. Utilities;
 - m. Seized Property included in a court order authorizing disposal;
 - n. Grant awards or agreements that require certain firms or individuals to perform the work; and
 - o. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation.
- C. **Emergency:** This section shall not apply to any emergency purchase, which is subsequently approved by the Director of Finance and Accounting upon justification by the using agents. (See Section VI – Emergency Purchases)
- D. **Inspection and Testing:** The user department(s) shall inspect all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.
- E. **Prohibition against Subdivision:** No contract, purchase or group of requisitions shall be divided to avoid the procurement process. Splitting procurements, which entails making purchases via various procurement methods to avoid established thresholds from the same department/division for the same vendor or multiple vendors for goods or services of similar nature over a period of one (1) year is not allowed.
- F. **Open Market Purchases:** When the total annual anticipated value of the goods and/or services is below \$10,000.00, the goods and/or services may be procured on the open market.
- a. **Minimum Number of Bids/Quotes:** All open market purchases or sales shall, whenever possible, be based on at least three (3) competitive informal bids/quotes and shall be awarded to the most responsible bidder in accordance with the standards set forth in this policy. This does not apply to maintenance or reoccurring charges such as utilities, insurance and advertising.
 - b. **Invitation of Bids:** The City Manager may solicit either oral or written bids for open market pricing or sale, but shall use all reasonably available and current bidders and suppliers' lists.
- G. **Purchase or Contract:** To perform the duties herein specified in connection with the purchase or contract for all supplies and contractual services needed by any using agent which derives its support wholly or in part from the City, when duly authorized, in accordance with purchasing procedures as prescribed by this policy and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Department and such other rules and regulations as shall be prescribed by the City Mayor and Council.
- H. **Unauthorized Purchases:** It shall be unlawful and unauthorized for any employee, elected or appointed official or other person to order the purchase of any materials, supplies, equipment, and/or contractual services or make any contract within the purview of this policy other than through the Purchasing Department. The City shall not be bound by any purchase order or contract made contrary to the provisions herein.

Reference Guide and Requirement Limits

	Procurement Method*	Required Approvals**
≤ \$500.00	No requisition/purchase order necessary; <i>unless</i> vendor request.	1. Department Director
\$500.01 - \$10,000.00	<i>Open Market Purchase:</i> Three informal quotes, if possible. Requisition, purchase order, and/or contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Attorney (contracts)
> \$10,000.00	<i>Competitive Procurement:</i> Formal solicitation required. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Council 6. City Attorney (contracts)

* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.

** City Council approval always required if purchase is not within annual budget.

SECTION IV

SMALL PURCHASE and PURCHASE ORDER FORMALIZATION

Requisition: The requisition is initiated by the user department/division to inform the Purchasing and Finance Department of the requirement and to define the goods or services requested. A requisition is required to start the procurement process for all purchase orders. The requisition consists of completed required data fields and all attachments needed for the type of requisition. The New World ERP system will check the budget and verify that there are sufficient funds available in the account number(s) specified.

Requisitions are initiated in the City’s Financial System (New World ERP). Only authorized persons are allowed to initiate requisitions. Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow competitive pricing. Prices must be found fair and reasonable. This is normally done through competition; but where competition is unavailable, previous buys, catalog prices, cost analysis or other means should be used.

All capital items in the approved budget should be requisitioned early in the fiscal year, with a specified delivery date, preferably before June 30th of the current fiscal year. If the supplier is not able to meet the deadline, the supplier should provide an estimated delivery date and notify the Purchasing Department to keep the assigned purchase order open. This allows the funds earmarked for the order to be available, from that (approved) fiscal year for payment processing.

Entering Requisition(s): All itemized requisitions should contain all necessary information.

- A. Department
- B. Vendor
- C. Description of item(s) for each line
- D. Category – Standard/Blanket
- E. Form Type – Standard
- F. Item
- G. Quantity
- H. Price per Unit
- I. G/L Account
 - a. You can split accounts within the same department, if needed
 - b. Click (Multiple G/L Account Distribution) button next to eye

▼
- J. Ship To location

Requisition Routing: A standard purchase order requisition form, once released, will be routed electronically to the appropriate approver. Once all approvals have been obtained, the Purchasing Department verifies that the charge codes are accurate and will create a purchase order for the requisition. A copy of the purchase order will be emailed to the individual who created the requisition. In the event that the charge code is incorrect, after the creation of the purchase order, the requestor will need to notify the Purchasing Department to cancel the purchaser order to release the funds back to the G/L account. At which time a new requisition will need to be entered and following the routing rules.

The originating department will forward a copy to the vendor, which authorizes the vendor to supply

the materials, and/or services and invoice to the City in accordance with the terms and conditions as stated on the purchase order.

Requests for Blanket Order: Purchases shall be created the same as a standard purchase order requisition with the using division indicating thereon whether the purchase involves a price agreement or not.

After the blanket order is issued, the department/division shall draw on the order and keep a record of cost of the item delivered until the blanket purchase order is completed.

The Finance Department will then process for payment the invoice(s) received for the deliveries so that any discounts may be obtained. The final payment on blanket purchase order will be made by the Finance Department on receipt of receiving final invoices.

Change Orders. In the course of purchase order administration, it often becomes necessary to make changes to the contract terms. This is accomplished by means of the Purchase Order Change form (see Appendix A). Change Orders are then prepared by the requesting department and approved by the Purchasing/Finance office based on information supplied by the originating department by means of the Change Form. Some rules regarding the use of Purchase Order Change Form are as follows:

- A. All purchase order change requests shall be routed through the Finance office to insure that adequate funds are available.
- B. Purchase Order Change Orders not exceeding \$999.99 shall be approved by the Finance Director.
- C. Change Orders increasing the cost from \$1,000.00 to \$10,000.00 must have City Manager approval, and \$10,000.00 and over must have City Council approval.
- D. A change order will not be issued unless a Purchase Order Change Form is received from the department concerned.
- E. Once multiple changes for a single purchase order have reached the maximum threshold of \$25,000.00, an Agenda Item Summary will need to be prepared by the requesting department for approval by the City Council. These changes will be regulated and maintained by the Finance Department.

Requisition for Vehicles: All purchase order requisitions for vehicles will be issued by the requesting department/division. All departments should request pricing for an approved dealership under State of Georgia contract. Department Directors shall place the request on the upcoming agenda, in order for consideration of the purchase. If approved, the requisition entry process should be followed and attaching any/all documents (i.e. pricing sheet, approved agenda item).

SECTION V EMERGENCY PURCHASES

An emergency exists when a situation, malfunction, or condition occurs suddenly and unexpected that (1) may threaten the health, safety, property, or welfare of the public; (2) stops or seriously impairs the function of City government, such as inclement weather, epidemics, riots, equipment failures, etc.; or (3) requires immediate procurement of goods and/or services that are essential to comply with state or federal regulatory requirements. Failure to anticipate normal needs project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end, does not constitute an emergency. Department Directors are to ensure the emergency purchases are done in accordance with this manual. Department/Division shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures. The Purchasing Department is authorized to approve emergency purchases up to expressly delegated monetary amounts. The City Manager may approve those exceeding \$10,000.00 and return to the Mayor and Council for ratification of the emergency purchase on the next following Mayor and Council meeting, unless an executive order has been issued that suspends all requirements during disaster related events.

If during a normal business day, a department/division Director determines that an emergency exists and a purchase is required, the Director shall telephone Purchasing/Finance Department to request an emergency purchase order. A complete description of the emergency and justification for the purchase is required. The emergency must be valid and not just a result of poor planning. When requesting an Emergency Purchase, consider the following:

- A. The reason for the emergency purchase by explaining what the emergency is in addition to what led to the emergency.
- B. The financial or operational damage or risk that will occur if needs are not satisfied immediately.
- C. Why the needs were not or could not be anticipated so that products or services could have been purchased following standard procedures.
- D. The reason and process used for selecting the vendor.

The requesting department/division is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular Contractor. Upon receipt of the Emergency Purchase Explanation Memo (See Appendix B) and any other pertinent documentation, a purchase order will be issued based on a requisition generated. Competition requirements are not waived unless there is a time or quality constraint. If the emergency is outside normal business hours, department Directors are authorized to secure the necessary materials or services in accordance with the Purchasing Policies. On the next workday following the date of purchase, a requisition shall be generated in the New World ERP system. In addition, the Emergency Purchase Explanation Memo shall be submitted to Purchasing/Finance.

The department/division shall practice due diligence in obtaining quotes and make the emergency purchase at the best possible price. When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the user department/division director.

If the emergency is anticipated to cost less than \$10,000.00, and Purchasing/Finance determines

the emergency is valid, notification stating authorization to proceed will be issued to the requesting department Director.

If the emergency is anticipated to exceed \$10,000.00, Purchasing/Finance shall review the documentation and obtain approval from the City Manager. All emergency requests must be accompanied by a written description and explanation of the emergency and circumstances.

Emergency Purchasing Procedures:

A. During Normal Workday

1. Determine emergency situation
2. Determine required solution
3. Call Purchasing/Finance
4. Explain the Situation
5. Get authorization
6. Solve problem
7. Submit complete written report and requisition same or next business day.

B. Outside Normal Workday

1. Determine emergency situation
2. Determine required solution
3. Solve problem
4. Submit complete written report and requisition next business day. If over \$10,000.00 prepare "Agenda Item" for next scheduled City Mayor and Council.

SECTION VI

SOLE/PROPRIETARY/SINGLE SOURCE

The term “**sole source**” means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

The term “**single source**” means that a commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Purchases of goods and/or services from a sole/single source may be exempted from the quoting or bidding requirements upon written submittal to Purchasing/Finance Director stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer is sufficient.

The following criteria must be met in order to satisfy the sole/proprietary/single source requirement.

- A. Is the commodity or services necessary to accomplish the City’s task or mission?
- B. Is the commodity or service, or some necessary features, unique to this source?
- C. Is the commodity or service the only item that will produce the desired results or possess a unique performance capability?
- D. Is the commodity or service available from only one source of supply?
- E. Even though the commodity or service may be available from more than one vendor, due to extreme circumstance(s), is only one vendor suited to provide the goods or services.

Sole/Proprietary/Single Source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000.00 in value will be electronically advertised for a minimum period of at least seven (7) business days. The steps to follow for sole/proprietary/single source purchases are as follows:

- A. The department/division shall attempt to locate competition and check for piggyback contracts. If no other sources are found, the department/division shall submit to the Purchasing Department a completed Sole/Proprietary/Single Source Form (see Appendix D), indicating the requisition number.
- B. A Sole/Proprietary/Single Source Form shall be used to justify and document the requirement. The Form shall state why only one source can produce the desired results (or fulfill the specific need) and must be signed by the Department Director. This form is required as part of the purchase request.
- C. The Purchasing/Finance Director or designee shall review and approve or disapprove, in writing; sole/proprietary/single source designation. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

- D. The Purchasing Division shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- E. For those instances that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

SECTION VII
FORMAL CONTRACT PROCEDURE

Except as otherwise provided herein, when the estimated cost of goods and/or services exceeds ten thousand (\$10,000.00), the goods and/or services must be competitively procured and shall be purchased by formal, written contract from the most responsible bidder/proposer. Notwithstanding a purchase order may be executed in lieu of a formal contract for the procurement of goods. All sales of personal property (except trade-in personal property) which has become obsolete and unusable, when the estimated value shall exceed five thousand dollars (\$5,000), shall be accomplished by formal contract to the highest responsible bidder, after due notice inviting proposals has been published as required by law.

While the City of College Park generally only considers one-year contracts for service(s), the City reserves the right to automatically renew contracts, when it is in the best interest of the City.

Signature authorities:

- A. Department head or City Manager may execute all contracts for goods and services valued at \$500 and below;
- B. City Manager or designee up to and including \$10,000.00;
- C. Mayor or Mayor's designee over \$10,000.00

Refer to reference guide and requirement limits:

Procurement Method*		Required Approvals**
≤ \$500.00	No requisition/purchase order necessary; <i>unless</i> vendor request.	1. Department Director
\$500.01 - \$10,000.00	<i>Open Market Purchase:</i> Three informal quotes, if possible. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Attorney (contracts)
> \$10,000.00	<i>Competitive Procurement:</i> Formal solicitation required. Requisition, Purchase Order, and/or Contract as appropriate.	1. Department Director 2. Purchasing Department (Agent) 3. Finance Department 4. City Manager 5. City Council 6. City Attorney (contracts)

* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.

** City Council approval always required if purchase is not within annual budget.

SECTION VIII

STANDARDIZATION AND SPECIFICATIONS

The Purchasing Department encourages all departments to establish standards whenever possible.

Specifications is defined as “a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating, whenever appropriate; the procedure by which it may be determined whether the requirements given are satisfied.”

Specifications need to be a clear and complete description of requirements or products necessary to meet the purchase. A vendor must meet or exceed specification requirements if his/her goods or services are to be considered for purchase.

Specifications shall be clear, concise, and accurate. These should be updated regularly to reflect changes in technology. Avoid the use of unfair specification, which preclude or reduce competition.

Specifications may be in the form of written descriptions, drawings, commercial designations, industry standards or brand name or equal. These specifications are an integral part of the solicitation.

Specifications should NOT require materials of a better quality than are actually needed. Yet, they should prescribe the methods of inspection and testing which will govern the acceptance or rejection of any ordered materials or equipment.

Well-defined specifications are required if the objectives of economy and efficiency are to be achieved. They help to insure that maximum value is obtained for the public funds expended.

Professional architects, engineers and consultants shall prepare specifications for construction projects. In the event such consultant services are required, the consultant shall execute a Certification of Absence of Conflict of Interest as provided in the Appendices attached hereto prior to performing any consulting work on behalf of the City.

Using departments may consult with vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. Proposals of competing firms must be compared. BEWARE of restricting your specification that only one vendor can supply the item.

SECTION IX

FORMAL SOLICITATIONS

Fair and open competition is a basic tenet of public procurement. Such competition reduces the opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically.

If the estimated value is greater than \$10,000.00, the using Department/Division must prepare a formal, sealed solicitation (Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Information (RFI) & Invitation to Negotiate (ITN), which will be publicly noticed and advertised. This process requires time, please plan ahead. (Please reference to the Advertising Requirements Matrix)

Purchasing should not be placed in the position of deciding upon and specifying bid items for individual department usage. Purchasing will assist in writing general specifications, terms, and conditions; however, they must be reviewed and final accepted by the using department before advertising. All requests shall be provided to the Purchasing Division for verification and approval before officially advertising the request.

Purchasing will review the specification and/or statement of work to ensure that they are adequate for the solicitation document or will work with the requesting department to identify additional specification and/or scope of work, terms and conditions.

Invitation to Bids (ITB): The invitation to bid shall be used when the department/division is capable of specifically defining the scope of work for which a contractual service is required or when the department/division is capable of establishing precise specifications defining the actual commodity or group of commodities required. Examples: construction jobs, equipment, vehicles, etc.

This procedure is a formal sealed bid process. Departments requiring this procedure shall submit to the Purchasing Department, specifications in an electronic file detailing the goods or services required plus suggested dates for bid opening, pre-bid conference, contracts, and bonds if appropriate and applicable.

After bid opening has been completed, the department head shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

All invitations to bid must include:

- A. Detailed description of the commodities or contractual services required;
- B. If the department/division contemplates renewal of the contract, a statement to that effect;
- C. Bids/proposals submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed;
- D. Designate date, time and location for bid opening;

E. General Terms and Conditions;

F. Required Standard Forms:

G. Evaluation Criteria of bids/proposals shall include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

For an ITB, the department/division shall transmit in writing its recommendation for award to the Purchasing Department. For solicitation types other than ITB, an evaluation committee will be selected and meeting(s) will be scheduled to rank or determine a recommendation to City Mayor and City Council. For solicitations that are very technical in nature, a technical evaluation and selection committee may be required to evaluate the firms on a pass/fail type basis related to the technical specifications and/or statement of work.

Request for Proposal (RFP): A department/division shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being required can be specifically defined and the department/division is capable of identifying necessary deliverables. Examples are legal services, accounting services, architecture, engineering, auditing services, etc.

This process involves the evaluation and selection of a consultant based upon various factors including, but not limited to the consultant's expertise, experience, social equity contracting/corporate responsibility, licenses or certifications, work history, understanding of the scope of work and ability to resolve the issue or problem identified within the RFP document while providing a quantified cost for completing the work. Therefore, the RFP must provide sufficient information about the project's background, needs and constraints, expectations of the consultant and the desired outcome for prospective proposers to prepare complete proposals that satisfy the project's needs.

All requests for proposals must include:

- A. A statement describing the commodities or contractual services to be required (Scope of Services/Work);
- B. If the City contemplates renewal of the contract, a statement to that effect;
- C. Criteria that will be used for evaluation of proposals;
- D. General terms and conditions;
- E. Required Standard Forms
 1. Certification (see Appendix)
 2. Vendor Questionnaire (see Appendix)
 3. Non-Collusion Affidavit (see Appendix)
 4. Sworn Statement (see Appendix)
 5. Drug Free Workplace Certificate, etc. (see Appendix)

The contract shall be awarded by written notice to the responsible and responsive proposer whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

Invitation to Negotiate (ITN): The invitation to negotiate is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive

vendors with which the City may negotiate in order to receive the bestvalue.

- A. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.
- B. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified.
- C. The City shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The City may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the City shall award the contract to the responsible and responsive vendor that the City determines will provide the best value, based on the selection criteria.
- D. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the City.

Public Notice Advertisement: The following are guidelines as to where and how postings will apply:

- A. All competitive solicitations > \$10,000.00 shall be posted on the GPR and a minimum of two (2) of the following locations:
 1. The College Park website
 2. City's legal organ (South Fulton Neighbor)
 3. Posted in the foyer of the City Hall Complex
 4. DOAS GPR (Georgia Procurement Registry)
 - i. All bids/proposals \geq \$100,000.00 must be posted on the GPR (OCGA 36-80-27)
 5. Vendor Registry.com
 6. National Association of Minority Contractors - Georgia Chapter
- B. The following advertising guidelines will be followed by the Purchasing Department when posting competitive solicitations:
 1. > \$10,000.00 - \$99,999.99 = Minimum Two (2) Weeks.
 2. \geq \$100,000.00 = Minimum Four (4) Weeks
 - i. All public works contracts \geq \$100,000.00 must be posted on GPR for a minimum of four (4) weeks prior to bid opening (OCGA 36-91-20)

With the exception of construction bids, the City Manager, may approve the posting of a competitive solicitation for a period of time less than the guidelines stated above when sufficient evidence justifying the reduced posting time period has been established.

Bid Sureties: When deemed necessary by the City Manager, or as required by state or federal law,

bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where the City Manager has required such. (See Bonds Section XIII)

Bid Conditions: In addition to the general conditions, most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder or proposer before specifications of the item(s) bid are even considered.

For example, a supplier of furniture who cannot meet the required condition of a 30-day delivery will be eliminated even though his furniture may meet all physical specifications.

Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedule, etc. By referencing the bid in a purchase order, the vendor is effectively bound by the terms, conditions, and specifications of that document. Therefore, should disputes arise; the written contract (bid or purchase order) will prevail.

Bid Specifications: The requesting department should provide Specifications for all bids. As a prime user, the department is best aware of any special characteristics or problems. Because they probably utilize the item daily to be proposed on, the department is best aware of any new developments in that product field. Specifications are the basis for a proposer's proposal. Realizing that bids will be compared primarily based on price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. In doing this, it avoids delivery of items, which meet specifications, but fail to meet the department's expectations.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. However, to assure competition when using brand names, the phrase "or equal" should always follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best price for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the using Department's Head.

Sealed Bids/Proposals: Bids/Proposals shall be submitted sealed to the Purchasing Department and shall be noticeably identified using a supplied bid/proposal label to affix to the submission.

Sealed bids will be received only in the Purchasing Department (unless otherwise stated in the bid documents) on or before the assigned date and closing time as advertised. Bids received in any other department, will not be accepted.

NO electronic bid/proposals will be accepted.

- A. The requesting department shall have a representative present at each bid opening.
- B. Proposals are to be opened and read aloud to any party present at the bid opening.
 - a. Virtual bid openings can be used, if circumstances warrant.
- C. Proposals shall be made available for vendor review after the official opening is completed and under the supervision of the Purchasing Department or otherwise designated City staff.
- D. Bid tabulations may be available for bidders during and within ten (10) days after the bid opening.
- E. The requesting department shall retain a copy of the bids for their review and/or recommendation. The Purchasing Department will assist the department in making a recommendation, when necessary.
- F. Once a recommendation has been made of the successful bidder, the department head shall make a recommendation to the Purchasing Department in order to submit an "Agenda Memorandum" on MinuteTraq approving or disapproving this agenda item placed on the upcoming Mayor/Council Agenda.

Formal Opening: All formal solicitations shall be (publicly) opened at the time and place designated in the public notices in the presence of one (1) member of the Purchasing Division and shall be witnessed by at least one (1) department representative.

Tabulation: A tabulation of all bids received shall be created, provided by the Purchasing Department and available for public inspection, upon request.

Exception for Single Source Commodities: The City Manager stating the conditions and circumstances requiring the purchase may accept Purchases of supplies, equipment and contractual services from a single source from bid requirements upon certification. This certification shall set forth the purpose and need and why the item is the only one that will produce the desired results. (See Single Source Section)

Pre-Solicitation, Pre-Bid, Pre-Proposal Conferences: Conferences may be scheduled and conducted by Purchasing or designee, before the official time and date set for the formal opening to explain the purchasing requirements and to solicit information from potential bidders/proposers.

Mandatory: The meeting is required that all bidders have a representative attend if they plan to submit a proposal. If a mandatory meeting is conducted, only those firms who attend will be allowed to submit a proposal to the solicitation document. Therefore, at the mandatory meeting, all prospective proposers will sign in and only those identified from the sign-in sheet will be considered for the project and be eligible to have their proposals accepted. A representative from the requesting department and other technical experts will answer the questions posed during the meeting.

Any information provided at the meeting that will change the requirements of the solicitation document must be issued in the form of an addendum to all eligible proposers. Additionally, it is

required that substantive questions and resulting responses from the meeting be documented and provided to all eligible proposers in the form of an addendum. It is important to specify in the addendum which items are changes or modifications to the original solicitation document.

Note: Proposals from anyone not attending the mandatory conference(s) will not be considered.

Meeting Procedures: At the pre-proposal meeting, the facilitator will remind the potential proposers what meeting they are attending, introduce him/her, then introductions will include City's staff and any other project representatives in attendance. Introductions of proposers are not necessary, during the introduction phase of the meeting.

The facilitator will either discuss or have the appropriate staff address the following information:

- A. Pre-bid meeting sign-in requirement
- B. An explanation of the process
- C. Identify the submittal due date and advise that late proposals will not be accepted
- D. Deadlines for receipt of questions and clarifications and the procedures for such requests
- E. When to expect addendum(s) to be published for solicitation
- F. Provide an overview of the solicitation document(s) contracting requirements (i.e., certifications, business tax receipt, insurance requirements, etc.)
- G. Explain evaluation criteria and weighting, *if applicable*
- H. Discuss any requirements for submittal of the documents, explain the requirements and order for submitting the proposal
- I. Remind the proposers of the dates for the request
- J. Award review process
- K. Outline the protest procedures

Late Proposals: Any bid, proposal, or offer received at the place designated in the solicitation after the official date and time specified for receipt of proposals shall be deemed late and will not be considered for award. Any request for modification received after the date and closing time specified shall not be considered. The phone/computer clock at the receptionist desk on the first floor of City Hall is the official time for all times pertinent to formal openings.

Only One Bid Received: If only one responsible proposal is received, an award may be made to the single bidder if the City determines in writing that the price submitted is fair and reasonable. However, it is the practice of the City not to open a single bid received if for any reason the Purchasing Department feels that more bids can be obtained. Should this occur the Purchasing Department would extend the bid opening date, contact vendors that did not respond in an effort to obtain additional bids.

No Bid Received: On occasion, the Invitation to Bid will receive no responses. In those cases, these steps will be followed:

- A. Extend the bid-opening date.
- B. Contact all those vendors on bidder's list to determine reason for lack of response.
- C. Contact the user department to determine if rebid is desired, using information obtained from vendorsurvey.
- D. Notify Purchasing Department the closed bid if decision is made not to rebid.
- E. Review specifications and bid list if decision is made to rebid.
- F. Revise bid documents where appropriate.
- G. Initiate the bidding process per regular procedures.

Rejection of Bids and Negotiation: The Mayor and Council shall have the right to reject any/all bids. If the lowest and most responsible bid exceeds the budgeted amount and the Mayor and Council does not make additional funds available, the City Manager shall have the power to re-advertise the item(s) for bidding after making sufficient changes in the project plans to bring the cost within the limit of the money available.

If no bid is received, or if the best bid exceeds the budgeted amount, the City Manager shall advise the Mayor and Council in writing, the condition and the circumstances surrounding the bid. The Mayor and Council may then authorize the City Manager to purchase by negotiation, but this shall be done only under conditions most favorable to the public interest and when said purchase will result in the lowest ultimate cost for the goods or services obtained.

Competitive Procurement/Diversity Initiative Policy: Purchase or acquisitions made by the City of College Park shall be made through competitive bidding or competitive proposal unless expressly exempted from this requirement by other provision of this policy or by express authorization by the City Manager or the Mayor/Council.

The following are hereby declared exempt:

- A. Emergency purchases
- B. Acquisition or leasing of real property
- C. Purchases < \$10,000.00
- D. Personal or professional services
- E. Sole source purchases or acquisitions

The City of College Park may "piggyback" purchase from other governmental contracts if such contracts are open to purchase by public authorities. As such, competitive bidding procedures do not apply or may be satisfied by the competitive process that was followed to award such governmental contract. The City has the discretion to enter into an inter-governmental agreement if the items to be acquired are available from these contracts. The bidding process has already been completed.

This policy shall also set forth the procedures for increasing opportunities for procurement and contract activities among Minority-Owned Businesses (MOB), African American Business

Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE) and Native American Business Enterprise (NABE) located within/outside the city limits of College Park Georgia. It is strongly encouraged to seek price quotations from the above various minority vendors when procuring goods and services that are valued at \$10,000.00 or less. For goods and services that are valued over \$10,000.00 (sealed bids), a vendor questionnaire will be included in every bid packet. This questionnaire will be completed by the vendor and returned in the bid response and become part of the proposal.

Local Preference may be given to businesses that have a business location within the geographic boundaries of the City of College Park as long as all requirements of the bid have been met. Should a local vendor submit a bid proposal that is equal to a non-local vendor, then the local vendor's bid shall be recommended for approval provided all requirements of the bid proposal/process has been met.

The term business location means that the business has a staffed, fixed, physical place of business located within City of College Park City Limits and has had the same for a least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from the City of College Park.

In order to receive local preference, the proposer must provide the following criteria and provide supporting documentation as required.

- A. If the vendor is located within the City of College Park, a copy of their current City of College Park business Occupational Tax Certificate (Business License) is required to be submitted when responding to request for proposals and bids.
- B. And copy of a lease or rental agreement located within the city limits of City of College Park.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

Waiver of Irregularities: The Mayor and Council shall have the authority to waive any/all irregularities in any/all formal bids.

Evaluation of Proposals/Evaluation Phase: The evaluation phase as described below must be included in and carried out for all solicitations, even if only one proposal/response is received.

Prior to evaluating and scoring proposals, the proposals must first be examined to determine whether they meet the minimum requirements stated in the solicitation documents. The evaluation of these minimum requirements will be undertaken by the person responsible for conducting the solicitation process and will consider the following questions:

- A. Was the proposal received by the advertised deadline?
- B. Was there a mandatory pre-submittal meeting? *If so*, did someone representing the firm attend the pre-submittal meeting?
- C. Was the required documentation for the proposal included and signed?

- D. If the evaluation criterion for the cover letter was pass/fail, did the information contained within the cover letter satisfy the requirements?
- E. Did the proposer include responses for all criteria?

Proposers who fail to meet minimum requirements may be considered non-responsive and may be disqualified from further consideration (e.g., if a mandatory pre-submittal meeting was held and the firm's representative did not attend, their proposal must be disqualified and rejected). This preliminary evaluation is a measure of the potential consultant's ability to follow instructions and depending upon the evaluation criteria, may allow the City to determine if the evaluation committee will move the proposal forward for review.

Responses/proposals that are rejected due to their lack of responsiveness or non-conformity to the mandatory requirements will not be reviewed or evaluated by the evaluation committee. The Purchasing department will provide a written notice by e-mail to any proposer removed from consideration as part of the initial review for responsiveness.

Evaluation Committee: The evaluation committee should consist of a department director/manager or designee, project manager (if used), a staff member outside the requesting department/division, and one or more appointed staff members. The Purchasing Department director should assemble the committee. The evaluation committee may be selected based on their general knowledge of the subject matter, marketplace, City regulations, and understanding of the project, as well as for their ability to fulfill their time commitments and obligations as a member of the committee.

The committee should be formed ahead of time, but no later than the solicitation due date. The number of members and the make-up of the committee will depend upon the size and complexity of the project, but at least, there should be a minimum of three (3) and a maximum of seven (7) members, always an odd number.

Each of the committee members shall complete the evaluation process, from review through interview and/or oral presentations. By nature, the evaluation committees are short-term, highly focused, and often tightly scheduled. It is hard to predict how long it will take to conduct the evaluations of the proposals, as it is dependent on how many proposals are received and the corresponding quality and depth of the proposals. It is important that all committee members understand the level of commitment and follow-through required in serving on the committee, as committee operations are in addition to regular work assignments. If a member determines they are unable to complete the evaluation due to time or scheduling commitments, it would be best to replace that member at the onset; should a member not complete the evaluation process, any evaluations completed by this committee member must be discarded to eliminate any skewing of the final scores.

Technical Advisors: Whenever the department head/project manager anticipates using technical advisors in any capacity during the evaluation process, the solicitation document must specify that they may be used for evaluation purposes. Failure to include this information in the solicitation document will preclude advisors from any contact with committee members. Advisors are not authorized to be voting members of the evaluation committee; they may only be used to support the committee.

When technical advisors will be present for interviews/presentations, all short-listed proposers must be notified of their presence. A clear explanation must be provided of what the advisor's role will be during and after the interviews/presentations.

SECTION X
AWARD OF BIDS and CONTRACTS

All contracts, when the sum is \leq \$10,000.00, shall be awarded by the City Manager to the lowest and best bidder. The Mayor and Council shall approve all contracts when the sum is $>$ \$10,000.00 to the most responsive and responsible bidder.

Initial Award: All bids shall be awarded to the most responsive and responsible bidder, unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the price alone. The award of all contracts shall fall within the guidelines stated above.

Best Bidder: After determining the most responsive and responsible bidder, in addition to cost, the bidder shall demonstrate the ability, capacity and skill to perform the contract.

- A. Demonstrate they can perform the contract within the time specified, without delay or interference.
- B. Demonstrate good character, integrity, reputation, judgment, experience and efficiency.
- C. Demonstrate the quality of performance of previous contracts.
- D. Demonstrate their existing compliance with laws and ordinances relating to the contract.
- E. Demonstrate their sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability and adaptability of the supplies or contractual services to the particular use required. The bidder's ability to provide maintenance and service to the item(s) provided, for the use of the contract, if needed in the future. The number, scope of work or services must be attached to the bid.

Tie Bids: With assistance from the Purchasing Department, the City Manager shall make recommendation of award of all tie bids.

A tie can exists when two (2) or more bidders offer identical prices for a product, good, or service that meets all specifications, terms and conditions. In such a situation, the City shall consider the following methods to resolve the tie.

- A. Past performance of the vendor
- B. Best delivery date
- C. Closest proximity to delivery site

SECTION XI

COOPERATIVE PURCHASING and GOVERNMENTAL CONTRACTS

Where standardization is determined to be desirable by the City Manager, the purchase of materials, supplies and equipment and certain contractual services may be negotiated with the approval of the Mayor and Council.

The City Manager shall have the authority to join with other units of governments in cooperative purchasing ventures when the best interest of the City would be served thereby, and same is in accordance with City and State Law.

The City Manager may elect to purchase through or join with other governmental units or agencies in cooperative purchasing ventures when the best interest of the City would be served, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of ten thousand (\$10,000.00) would require Mayor and Council approval before the purchasing contracts are entered into.

Cooperative purchasing is the consolidation or combination of needs by two or more entities, which are then collectively bid out as one. In a cooperative bid, all entities agree to be bound by the contract award in the same manner as if they are one agency. These requirements protect the principle that a bidder should be committed to the resulting contract.

Another form of cooperative purchasing is based upon central warehousing. Customarily, the largest consumer of the governmental units involved will buy in carload and truckload quantities and smaller government units can pick up certain types of items from the buyers warehouse. This type of cooperative purchasing like the contractual commitment method protects the principals of competitive bidding because the bidder knows the commitment covered by the Invitation to Bid and the award.

Piggyback Purchases: Although this is cooperative purchasing, the process is NOT to be confused with cooperative bidding. When it has been determined that a commodity or service designed to meet the specific needs of the acquiring department and that particular item or service is already available and has been bid and awarded previously by another governmental entity the process of purchasing that commodity or service is called "piggybacking."

Simply put, it requires written acknowledgment from both the successful bidder and the government entity, which did the soliciting, granting their approval that they will allow the City of College Park to acquire that item or service under the same prices, terms, and conditions of the original contract with the exception allowances only for the differences in delivery costs. As with the State of Georgia contracts, the contract prices in effect become the ceiling prices.

Piggybacking practices places the successful bidders who have won state contracts in open competition, in the position of having their contract prices presented as targets for others to negotiate around or play against if it were bid again. This process allows an entity to acquire the same products or services without jeopardizing that contract, by simply having the political entity authorize the "piggybacking".

Departments/Divisions/User Agents State, Government Agency and Organizations contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature. This method of purchase should only be used if time is of the essence or if the chances for obtaining

better prices from other sources is poor. Utilization of these sources eliminates the need for a formal waiver of competitive bids.

The work/services/commodities must be specifically within the scope of the contract and the contract must be active. A purchase cannot be made against a contract that has expired.

Piggybacking From Other Governmental Entities: The Purchasing Department requires that when piggybacking from other governmental entities, the department/division provides and attaches to the requisition process the following documents:

- A. A complete copy of the original solicitation;
- B. A bid tabulation, if solicited by an Invitation to Bid, or scoring matrix if an RFP was used;
- C. A copy of the award letter/memo/agenda item by the governmental entity to the vendor must be obtained;
- D. A complete copy of vendor's proposal or bid;
- E. A complete copy of the contract executed by the governmental entity and the vendor and;
- F. A copy of the written acknowledgement from the governmental entity and vendor authorizing the city to acquire such goods or services under the same prices, terms, and conditions of the original contract with the only exception being for the differences in delivery costs.

SECTION XII

BONDS AND INSURANCE

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his own cost, and generally may be classified as follows:

Bid Bond: Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid. The Bid Guarantee may be in the form of an official bank check payable to the City of College Park, or an AIA Document A310 Bid Bond on a form provided by a licensed surety bonding company. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

Georgia Law O.C.G.A. § 36-91-50, Bid bonds shall be required for all public works construction contracts subject to the requirements of this article with estimated bids or proposals over \$100,000.00; provided, however, that a governmental entity may require a bid bond for projects with estimated bids or proposals of \$100,000.00 or less. (Department of Administrative Services, 2017)

Performance and Payment Bonds: The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the City, price and other factors considered. The City is entitled to make the determination in its sole discretion. The Contract between the City and the Contractor shall be executed in the form attached to the Bid Document Package, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia.

Labor & Materials Bond: Same as Payment Bond.

Unless otherwise exempted specifically by the Mayor and Council, a contractor or vendor shall provide a corporate surety bond, or other performance security from a surety company authorized to do business in Georgia to guarantee the full and faithful performance of his/her contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the City Manager. All sureties shall be approved as to form by the City Attorney.

Insurance

Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of College Park as an "additional insured" party. Proposers are required to submit proof of insurance to the City with their bid/proposal including the types and dollar amounts of coverage.

Indemnification: The selected bidder shall indemnify, defend and hold harmless the City, its representatives, employees, elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any

negligent act, conduct, error or omission by the City, its agents, employees in the performance of their contract or occasioned wholly or in part by any negligent act, conduct, error, or omission by the selected bidder, or its agents, employees or subcontractors, in the performance of their contract.

The following requirements are for use with construction type contracts or when a contract is utilized or any work will be done on City's property.

Worker's Compensation: The selected bidder shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with O.C.G.A. Title 34, Chapter 9 (State Board of Workers' Compensation, 2018), as amended.

Business Auto Policy: The selected bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the bidder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Bidder to agree to maintain Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Georgia. All policies shall be on occurrence made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability: The selected bidder shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. For use with consultants or engineers only.

Additional Insured Requirements: Except as to Worker's Compensation and Employees' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed to include City of College Park, a municipality of the State of Georgia. The name for the additional insured endorsement issued by the insured shall read "City of College Park" along with the contract and bid number. The certificate of insurance shall unequivocally provide thirty days (30) written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder.

Subcontractors: It shall be responsibility of the selected bidder to insure that all subcontractors comply with the same insurance requirements reference above.

Deductible Amounts: All insurance deductible amounts shall be paid for and be the responsibility of the selected bidder for any/all claims under the contract.

SECTION XIII CAPITAL ASSETS TRACKING

Fixed and Capital Assets: The City has established a capitalization threshold of \$_____ for property expected to benefit the operations of the organization for multiple years to be considered a fixed asset.

- A. All property with an acquisition cost in excess of \$_____ and an estimated useful life of one year is to be capitalized;
- B. Capital Assets include buildings and improvements; However, the disposition of real property shall be governed by O.C.G.A. § 36-37-1 *et seq.* and not by this policy.
- C. Property purchased meeting the fixed asset definition is tagged with a pre- numbered asset tag and added to the list of assets maintained by the Finance Department. This list is categorized by type of fixed asset, i.e. buildings, furniture and equipment, plant assets, etc. and includes the asset number, date of installation, cost including taxes, shipping and installation fees, and life expectancy for depreciation purposes. A copy of the invoice(s) should be maintained with these asset records until the asset is sold or deleted.

Equipment Depreciation: The purpose of depreciation is to recognize the decreased value of the property over time (useful life) and to quantify this ‘usage’ as an expense to each cost center deriving benefit from its use.

- A. A fixed asset, as previously defined, is depreciated over its estimated useful life.
- B. Depreciation Schedules are prepared for the full fiscal year utilizing the guidelines of the Depreciation Policy.
- C. A separate schedule is made for each property/asset type. The schedule is maintained by the Finance Director. As depreciable property is purchased, it is tracked in New World ERP and is added to the depreciation schedule at year end, following purchase/installation.
- D. Depreciation is run at year end.

Surplus of Capital Assets: All capital assets that are obsolete, excess, or no longer needed by the owning Department are to be reported to the Finance Department for disposition. All items must be listed on a Request to Transfer/Declare Surplus form (Appendix D) and submitted to the Finance Department. The Finance Department is responsible for approving the disposition of the capital assets. If the item is a transfer between departments, the Request to Transfer/Declare Surplus Form requires both the transferring and receiving Department Director’s signatures. The Capital Asset Coordinator will verify ownership, description, and identification number of the equipment on the form and approve the transfer or surplus of the item. Upon approval, a copy of the form will be provided to Finance to update the computerized inventory.

Disposition of Property: Non-capital items such as broken chairs, tables, calculators, desk accessories, books, tools, which are considered as “junk”, may be disposed of via the landfill or trash by the individual department(s).

Capital Assets that have identification numbers can be disposed of by one of the following manners:

- A. By transferring to another department or division
- B. By trading in on equipment
- C. By selling as scrap
- D. By notification of sale at public auction conducted by GovDeals

How to Report: Each department, division or authority shall report its surplus or obsolete stock, equipment or materials on the "Notification of Surplus Property", (see attachment).

When to Report: All departments or separate units shall submit to the Purchasing Department, on the provided form(s), a report of surplus or obsolete property as follows:

- A. When the department(s) identifies equipment such as motor vehicles, bulldozers, mowers, etc., to be traded for new equipment or to be otherwise disposed. In addition; the department(s) should include a list of all spare parts for such equipment if they are obsolete or surplus as well.
- B. Scrap such as aluminum, bronze, brass, steel, etc., to be sold shall be reported or at such intervals as will be advantageous to the best use of the storage area of the department in question. Such material shall be kept separated to enable an accurate, intelligent estimate of the quantity or weight to be made.

SECTION XIV

VENDOR REGISTRATION

It is suggested that all vendors desiring to sell goods and services to the City complete an online vendor application under “Vendor Registration” within the Purchasing Department tab via the City website.

Vendors may make application by accessing the City’s web page at www.collegeparkga.com then follow these steps in order to register:

- A. Use the Departments tab and search for Purchasing
- B. A link for Vendor Registration will appear.
- C. Click link City of College Park Vendor Registry, this will redirect you to another screen to register. Complete all fields, to establish an account with the City of College Park Vendor Registration System (Vendor Registry.com). Follow steps as prompted to complete your account.
- D. Once completing the registration:
 - a. Return to the City of College Park website at www.collegeparkga.com
 - b. On the home screen look for Bids/RFPs link
 - c. Under the Bid Posting post complete the notification link under the Subscription to receive notification of new solicitations.

All complaints concerning vendor performance shall be directed to the Purchasing Department in writing using the Vendor Performance Evaluation Form (Appendix F). Finance will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. An example of a performance complaint is failure to deliver goods and/or services as outlined in an Invitation to Bid. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

It is essential to develop and maintain goodwill between the City of College Park and its suppliers. The reputation of the City can be promoted by:

- A. Giving all salespersons a full, fair, prompt and courteous hearing.
- B. Respecting the confidence of the salesperson or their company as to confidential information.
- C. Having consistent buying policies and principles
- D. Observing strict truthfulness in all transactions and in correspondence.
- E. Keeping the bidding and purchasing process open, fair, and transparent.
- F. Cooperating with the seller and considering their difficulties in providing the service or

products.

- G. Keep the lines of communication open for all vendors
- H. Making payments in a timely manner.

Vendor set up in system

All new vendors to be established in the New World system that will be issued a check from the Finance Department should have a W-9 on file with the Purchasing Department. This process shall ensure the most accurate information is entered into the system for the vendor(s).

Before requesting a vendor is set up as a vendor in the system, there are a few things to keep in mind:

- A. Current College Park employees cannot provide goods or services as an independent contractor.
- B. No former College Park employee or elected official, may enter into a contract as an independent contractor for three (3) years from the date of separation.
- C. No College Park employee or department may buy goods or services for the City from a vendor who is a member of the employee's family.
- D. No College Park employee or department may buy goods or services for the City from a vendor where an employee owns or controls at least 10% of the business.

The requestor will need to forward a current, signed, and dated W-9 form. Vendors will be established in their name as they appear on their W-9s; DBA name, if applicable. The set up requests normally takes between 3-5 business days.

Upon establishing the new vendor; a purchasing representative will forward the vendor number to the requestor in order for him/her to complete a check request or purchase order within the New World system.

SECTION XV
ETHICS in PROCUREMENT

Conflict of Interest and Disclosure of Campaign Contributions:

Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term “City Employee” means any person employed by the City of College Park, and the term “City Official” means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows:

1. The City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the City Employee, City Official or immediate family of such is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
3. A City Employee, City Official or any immediate family of such who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.
4. All City Employees and City Officials will be asked to sign a disclosure document indicating his or her compliance with the City Code of Ethics Policy.
5. The terms “immediate family” and “substantial interest” shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits.* It shall be unethical for any City Employee or City Official to directly or indirectly solicit, demand, receive, accept or agree to receive any gratuity, reward, offer of employment, services or things of value from any person, business or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.
2. It shall further be unethical for any person, business or entity to offer, give or agree to give or offer to give any City Employee or City Official any gratuity, reward, offer of

employment, services or things of value with the purpose of influencing any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.

3. A “thing of value” shall not include:
 - i. Any gift with a value less than one hundred dollars (\$100.00);
 - ii. Food or beverage consumed at a single meal or event;
 - iii. An award, plaque, certificate, memento or similar item given in recognition of the recipient's civic, charitable, political, professional or public service;
 - iv. Promotional items generally distributed to the general public or to public officers;
 - v. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their goods and services are acceptable and are the property of the City; and
 - vi. Educational events, materials and meals as described in subparagraph (ii).
4. *Educational events.* Nothing in this section shall preclude a City Employee or City Official from attending seminars, courses, lectures, briefings or similar functions at any person, business or entity's facility or at any other place if any such seminar, course, lecture, briefing or similar function is for the purpose of furnishing the City Official, City Employee or agent with knowledge and information relative to the person, business or entity's products or services and is one which the city manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing or similar function, nothing shall preclude the City Employee or City Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business or entity. However, no City Employee or City Official shall accept or receive travel or lodging for less than the value thereof from a person, business or entity.
5. *Kickbacks and rebates.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Disclosure of Campaign Finance Contributions

1. All vendors/contractors who do business with the City for purchases from ten thousand dollars (\$10,000.00) and above, which require a sealed bid process under the terms of the City of College Park's Purchasing Policies and Procedures, shall be required to file a written campaign contribution disclosure form as a part of the solicitation process. Said form shall itemize all monetary contributions totaling \$100.00 or more that the vendor/contractor made within the preceding twelve (12) months to: (i) any elected City Official's campaign; and (ii) any event sponsored by an elected City Official. *See Appendix K.*
2. Unless otherwise reported individually, where separate contributions of less than one hundred dollars (\$100.00) are knowingly received from a common source, such contributions shall be aggregated for reporting purposes. For purposes of fulfilling

such aggregation requirement, members of the family, members of the same firm or partnership or employees of the same person as defined in paragraph (19) of O.C.G.A. § 21-5-3, shall be considered to be a common source; provided, however, that the purchase of tickets for not more than twenty-five dollars (\$25.00) each and for attendance at a fundraising event by members of the family, members of the same firm or partnership or employees of the same person shall not be considered to be contributions from a common source except to the extent that tickets are purchased as a block.

3. For each year a vendor/contractor is under a contract valued at more than \$10,000.00 annually and engaged in business with the City, it shall be required to file a campaign contribution disclosure form to the City Manager.

D. Prohibition against Contingent Fees

It shall be unethical for any person to be retained, or to retain a person, to solicit or secure a contract upon any agreement or understanding for a contingency fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of vendors. A “contingency fee” as used in this subsection C means any commission, percentage, brokerage or other fee that is contingent upon the success that a person has in securing a city contract.

E. Use of Confidential Information

It shall be unethical for any City Employee or City Official to knowingly disclose or use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

F. Unauthorized Purchases

No purchases of goods and services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

G. Penalties and Sanctions

1. *Legal or disciplinary action by city council.* The city council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any City Employee, City Official or other person in violation of these ethical standards.
2. *Legal or disciplinary action by city manager.* The city manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any City Employee violating this City Code of Ethics Policy.
3. *Administrative penalties for employees.* The city manager may impose any one or more of the following penalties or sanctions on a City Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
 - i. Oral or written warnings or reprimands;
 - ii. Suspensions with or without pay for specified periods of time; or
 - iii. Termination of employment.
4. *Administrative penalties for outside contractors/vendors.* The City may impose any

one or more of the following penalties or sanctions on a vendor or other person or organization for violations of these ethical standards:

- i. Written warnings or reprimands;
- ii. Termination of contracts; or
- iii. Debarment or suspension.

Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure or agreement for expenditure arising from any procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this policy or the authorization or delegation as provided in this policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

Vendor Contact during Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any City Official, City Employee or other City representative other than the purchasing agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The city manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

Cooling Off Period

A "Cooling Off" period is the time during which an employee is separated from participation in all official matters involving an entity because of a particular situation.

It is required that a former City of College Park employee in addition to elected or appointed City of College Park official cannot conduct business with the City of College Park from the date of separation; for a period of three (3) years from the date of separation. In this capacity, their new employer might find an employee's former connections to government agencies quite valuable when it comes to getting clarification on rules and regulations.

- A. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work related to contracts in which they engaged in any negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the contract while employed in any capacity by any department.
- B. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work on a contract if they were employed by that department in a policy-making position in the same general subject area as that contract.

SECTION XVI
DISQUALIFICATION and PROTEST PROCEDURES

Disqualification/Debarment of Bidders: Have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the City for no less than five (5) years, from the date of discovery.

- A. Fraud, bribery, collusion or conspiracy;
- B. Bid rigging, price fixing or any other act in violation of any local, state or federal law in connection with the bidding upon, solicitation, award or performance of any public contract;
or
- C. Embezzlement, theft, forgery, falsification or fabrication of records, moral turpitude or perjury.

Protest: Any interested party desiring to protest, challenge or otherwise pursue a claim against any aspect of College Park procurement must comply with College Park's Protest Policy.

Form of Protest

Bidders or respondents who are aggrieved in connection with a formal solicitation or with the City's recommendation for award shall be afforded the opportunity to submit a written notice to the Purchasing Department. Bids or proposals that did not meet the minimum published requirements including specifications and/or scope of service, are not subject to protest.

At a minimum, the protest must be submitted in writing and must include the following:

- A. The name and address of the protestor;
- B. Appropriate identification of the solicitation/sole source notice/consortia or cooperative notice;
- C. A statement of all legal and factual grounds for the protest;
- D. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time (in which case the supplier must proceed to file the protest within the filing period identified below, but state the expected availability of the material); and
- E. A statement of the specific relief or remedy requested and;
- F. Signature of an officer or person authorized to execute contracts on behalf of the protestor.

To ensure the protest process is conducted efficiently and in a manner fair to all parties, the City of College Park requires a protesting supplier to identify all grounds for protest during the protest filing period. Any issues or grounds not timely raised within the written protest shall be deemed waived by the protestor.

Filing Protests

A protest is considered to be properly filed when it is in writing and signed by a company officer authorized to sign contracts on behalf of the supplier or legal counsel that has been engaged by the

supplier, is submitted via e-mail to the Purchasing Department, and is received within the filing period.

Filing Deadlines

Protests must be received within five (5) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested. The City of College Park will not consider untimely protests absent evidence of malfeasance or administrative error by the City that substantially impaired an interested supplier's ability to file a timely protest.

In the event the City does not provide access to records included in the register of proposals or the administrative review within three (3) business days of issuance of the Notice of Intent to Award, the interested supplier may file, within the filing period, a request for extension of the filing period to extend the protest period by the number of days that it takes for the City to produce the records beyond the first business day. In the event the City does not provide timely access to records other than those that comprise the register of proposals or administrative review, the interested supplier is required to file a protest within the filing period, indicating the failure of the state entity to provide timely access to records and reserving the right to file an amended protest upon production of such records.

If an interested supplier fails to file a protest by the applicable deadline, the City of College Park may, at its discretion, deem such failure as the supplier's voluntary relinquishment of any grounds the supplier may have for protesting through the City of College Parks' protest process or through subsequent litigation.

Protest Resolution

The Purchasing Department shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the petition. The City Manager and City Attorney for the City of College Park will review and issue a written decision on the protest as expeditiously as possible after receiving all relevant documents.

In the event that a solicitation, a sole source notice, or a consortia/cooperative notice is cancelled or amended by the City prior to issuance of a decision, the protest will be deemed moot and no further action will be taken by the City of College Park regarding the protest.

The petitioner shall be furnished a copy of the decision and the final decision under this section shall be conclusive and shall represent the position of the City

Costs

In no event will a supplier be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a response to the solicitation, the costs of participating in the protest/request for formal review process or any attorneys' fees.

APPENDICES

**FINANCE DEPARTMENT
PURCHASE ORDER CHANGE FORM**

PO Date:		PO #:	
Vendor No:		Vendor Name:	
PO Account No:			
Original PO Amount:			
Requesting Depart:			
Reason for charge:			

Type of Change
(complete one)

	Change account number(s)
All or specific line(s):	_____
Original account number(s):	_____
New account number(s):	_____

	Increase purchase order
All or specific line(s):	_____
Amount to increase:	_____
New PO total:	_____

	Decrease purchase order
All or specific line(s):	_____
Amount to decrease:	_____
New PO total:	_____

	Cancel/Void PO
All or specific line(s):	_____
Amount to cancel/void:	_____
New PO total:	_____

Department Head Approval Date

Finance Director Approval Date

City Manager Approval Date

Purchase Order Change Notices are reviewed to determine conformance to established Purchasing Policies and adhere to relevant agreements, bids, contracts and policies.

**CITY OF COLLEGE PARK
EMERGENCY PURCHASE EXPLANATION MEMO**

General description of material(s) and/or service purchased

[Empty box for general description of material(s) and/or service purchased]

Nature of emergency affecting safety, health, or welfare of the public. Be concise but describe the emergency completely.

[Empty box for nature of emergency affecting safety, health, or welfare of the public]

Vendor: _____
Total actual cost of emergency purchase: _____
Prepared by: _____
Date Prepared: _____

Department Head Approval Date

Finance Director Approval Date

City Manager Approval Date

Attached invoice(s) and all supporting documents and forward for review, approval and processing

**SOLE/SINGLE SOURCE/ SOLE BRAND
REQUEST FORM**

Date:	
To: City Manager	
Thru: Finance Director	
From (department):	
Product/Service Description:	

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

Sole Source (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

Single Source (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

Sole Brand (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

Standardization (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: _____

Date: _____

Section II
QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

Order placed by:	
Proposed Vendor:	
Product(s):	
Estimate Cost of Purchase	

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

4. I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

APPROVAL AUTHORITY: In accordance with the City of College Park Purchasing Manual procedures, it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.	
Approved By: City Manager	Date:

City of College Park
Notification of Surplus Property

Date:

From: *(Your Department Name)*

To: Fleet Administrator

This notice is hereby given that the following item(s) of equipment and/or material(s) will be declared surplus in this department. Disposition is being requested as of the date above.

<u>Item</u>	<u>Property #</u>	<u>Description</u> <i>(make, model, serial, number)</i>	<u>Disposition</u> <u>Code</u>	<u>Location</u>	<u>Estimated Value</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTE: Any/All items must be approved for disposal by Mayor and Council.

Disposition Codes:

- 1) Transfer to other department
- 2) To be sold as scrap
- 3) To be sold as usable equipment
- 4) To be sold "As Is"
- 5) To be traded on purchase of new equipment
- 6) Other reason for disposition (brief explanation):

Department Director: _____

Date Approved: _____

Director of Finance: _____

Date Approved: _____

VENDOR PERFORMANCE EVALUATION FORM

Vendor:		Date:			
Address:		Prepared by:			
Commodity/Service:		Department:			
	Excellent (4)	Good (3)	Fair (2)	Poor (1)	Comments:
Service					
Delivers on Time					
Condition of Goods on					
Follows Instructions					
Number of Rejections					
Handles Rejections Promptly					
Handling of Complaints					
Technical Assistance					
Emergency Aid					
Furnishes Specially Requested Information					
Delivers Without Constant Follow-up					
Keeps Promises					
Past Reliability Record					
Technical Ability For Difficult Work					
Personal Preference					
Other (_____)					
Overall Rating By Using Agency					
Overall Rating By Purchasing					

Instructions:

- Evaluate vendor on items listed and check the appropriate columns. Some items may not apply.
- Indicate vendor’s overall rating by checking the appropriate column.
- If vendor’s overall rating is fair or poor, please explain under “Comments”
- Upon completion return to Purchasing Department

E-VERIFICATION AFFIDAVIT

The College Park contract holder, signed below, confirms and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (check and complete #1 or #2 below)

___ 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

Federal Work Authorization User Identification Number (not Taxpayer ID)

Date of Authorization

Legal Business Name of City of College Park Contract Holder/Applicant

___ 2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city) _____
(state)

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of Georgia
County of Fulton

_____, being first duly sworn, deposes and says that he/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of College Park.

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

NOTARY PUBLIC
My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATE
(Identical Tie Proposals)

In accordance with O.C.G.A. § 34-9-410 of the State of Georgia Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.
5. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the below named business, firm or corporation DOES DOES NOT] comply fully with the requirements set forth herein.

Company:	
Authorized Representative:	
Signature:	
Date:	

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

Required for all purchases/contracts valued at \$10,000.00 or above for which a competitive procurement is required under the terms of the City's Purchasing Policies and Procedures

Within the preceding twelve (12) months, have you or your company made monetary contributions totaling \$100.00 or more to (i) any elected City Official's campaign; or (ii) any event sponsored by an elected City Official?

Yes*

No

*If you answered "Yes" to the above question, you must complete the following section:

Date	Name of City Official	Description	Amount

The undersigned certifies that the foregoing is true and correct to the best of undersigned's knowledge.

Company: _____

Authorized Representative: _____

Signature: _____

Date: _____

Bibliography

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