

**FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING**

August 7, 2024
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**24-0498 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

24-0499 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Fletcher Coombs, Jr. Remembrance Day."
(Abdur-Rahman)
July 18, 2024

Proclamation recognizing "Olympic Pride Appreciation Day." **(Pitts)**
July 19, 2024

Proclamation recognizing "Alice Roberts Remembrance Day." **(Abdur-Rahman)**
July 20, 2024

Proclamation recognizing "Bristyl Stafford Appreciation Day." **(Arrington)**
July 24, 2024

Proclamation recognizing "DeafBlind Awareness Day." **(Barrett)**
July 27, 2024

Proclamation recognizing "Representative Sheila Jackson Lee Remembrance Day."
(Abdur-Rahman)
August 1, 2024

Proclamation recognizing "Girves Holloway Remembrance Day."
(Pitts/Abdur-Rahman)
August 2, 2024

Proclamation recognizing "Anthony Hannah Remembrance Day."
(Abdur-Rahman)
August 2, 2024

Proclamation recognizing "Judge Reginald W. Williams Appreciation Day."
(Arrington)
August 2, 2024

Proclamation recognizing "Reginald Jennings Remembrance Day."
(Abdur-Rahman)
August 3, 2024

Commissioners' District Board Appointments**24-0500 Board of Commissioners
ANIMAL WELFARE HEARING BOARD**

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one member to serve for two years. Thereafter, all members may be appointed for an additional term of three years and until their successors are appointed.

Term = 2 Years/3 Years

Term below expires: 12/31/2024
Kalisa Wade **(Ellis)**

Commissioner Ellis has nominated Vivien Dumford to replace Kalisa Wade for a District appointment to an unexpired term ending December 31, 2024.

**24-0501 Board of Commissioners
FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)**

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2022
Vacant **(Thorne)**

Commissioner Thorne has nominated Glenn Couper for a District appointment to a term ending December 31, 2024.

24-0502 **Board of Commissioners**
HOUSING AUTHORITY OF FULTON COUNTY

Nine (9) members serve on this authority. Seven (7) regular members (each Commissioner appoints one person to serve) and two (2) housing resident members are appointed by the Board of Commissioners. The enabling statute calls the Housing Authority Board members "Commissioners."

Term = 5 Years for BOC Appointees
1 Year for Resident Members

Vice Chair Abdur-Rahman has nominated Ryan Glover for a District appointment to a term ending July 13, 2029.

**Development Authority of Fulton County TEFRA
(Tax Equity Fiscal Responsibility Act)**

24-0503 **Board of Commissioners**
Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Atlanta Teacher's Village Project) Series 2024, with an expected initial issue price/principal amount not to exceed \$255,000,000.00 and maximum amount payable at maturity not to exceed \$295,000,000.00 (the "Bonds").

Open & Responsible Government

24-0504 **Human Resources Management**
Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Chief Investigator, Medical Examiner (grade 23) and Community Relations Officer (grade 17).

Arts and Libraries

24-0505 **Library**
Request approval to enter into a partnership agreement between Helping Mamas and Fulton County to provide a diaper distribution program at locations throughout the Fulton County Library System. This agreement is effective upon approval and will remain in effect until modified or terminated by each party. This agreement has no fiscal impact.

Infrastructure and Economic Development**24-0506 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Piaskey Holdings, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 10365 Waters Road, Alpharetta, Georgia 30022.

24-0507 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and AG EHC II (EMP) MULTI STATE 2, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3000 Hembree Road, Alpharetta, Georgia 30009.

24-0508 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and EA Homes, LP for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3000 Hembree Road, Alpharetta, Georgia 30009.

24-0509 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Brightwater Homes, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Ebenezer Road, Milton, Georgia 30075.

24-0510 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 3,966 square feet to Fulton County, Georgia, from Nat E. Lewis for the purpose of constructing the 190 Canton Street Project at 184 Canton Street, Alpharetta, Georgia 30009.

FIRST REGULAR MEETING AGENDA**24-0511 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

24-0512 Clerk to the Commission

Ratification of Minutes.

Second Regular Meeting Minutes, June 26, 2024

First Regular Meeting Minutes Post Agenda Minutes, July 10, 2024

First Regular Meeting Minutes, July 10, 2024

Special Called Meeting Post Agenda Minutes, July 29, 2024

24-0513 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Top 20 Best County for Economic Development Week."
(Pitts/BOC)

PUBLIC HEARINGS**24-0514 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

24-0515 Finance

Fiscal Year 2024 General Fund Millage Rate Public Hearing.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0516 Finance**

Request approval of a Resolution adopting the 2024 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund, as well as the 2024 Fulton County Board of Education millage rate.

24-0517 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management request Board of Commissioners review and approval of action plan presented to address immediate facility needs at the Fulton County Jail.

24-0518 Real Estate and Asset Management

Request approval to rescind a contract - Department of Real Estate and Asset Management, 23ITB138788C-JNJ, Electronic Equipment Recycling Services with Vantage Point ITAD, Inc. (Oklahoma City, OK), to provide electronic equipment recycling services for the County. Effective upon BOC approval.

24-0519 Real Estate and Asset Management

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP138801C-JNJ, Standby Emergency Repair and Restoration Services in the total amount not to exceed \$3,000,000.00 with (A) Complete Contracting Partners, LLC (Powder Springs, GA), in the amount of \$1,500,000.00; and (B) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$1,500,000.00 to provide standby emergency repair and restoration services for County facilities on an "as needed" basis. Effective upon BOC approval through December 31, 2024, with two renewal options.

24-0520 Human Resources Management

Request approval to modify an amendment to Policy 320-16, Outside Employment Policy.

24-0521 Information Technology

Request approval for Fulton County Information Technology to utilize cooperative purchasing, City of Atlanta Contract, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed \$1,200,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA). Effective August 12, 2024 through December 31, 2024.

Health and Human Services**24-0522 Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Johns Creek, GA for water main relocations associated with the road improvements to Abbotts Bridge Road-Persons Road to Promise Parkway (PI-0012788) in the City of Johns Creek, GA, in an estimated amount of \$3,781,595.00.

24-0523 Public Works

Request approval to extend an existing contract - Department of Public Works, FAA Contract DTFWA-15-C000018, Air Traffic Control Services - Night Coverage at Fulton County Executive Airport - Charlie Brown Field, in an amount not to exceed \$147,132.00 with Robinson Aviation, Inc. (RVA) (Oklahoma, OK), to provide air traffic control night coverage services at Fulton County Executive Airport - Charlie Brown Field for an additional six-month period effective July 1, 2024, through December 31, 2024.

COMMISSIONERS' ACTION ITEMS**24-0524 Board of Commissioners**

Request approval of a Resolution of the Fulton County Board of Commissioners to repeal Resolution 17-0820 establishing the annual Joan P. Garner Walk And Health Fair; and for other purposes. **(Thorne)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**24-0490 Board of Commissioners**

Discussion: Fulton County Development Authority - Project Selection & Community Benefit Guidelines, Foreign Direct Investment Policy, Data Center Policy, and Republic of Korea Relationship. **(Barrett) (HELD ON 7/10/24)**

EXECUTIVE SESSION**24-0525 Board of Commissioners**

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0499

Meeting Date: 8/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Fletcher Coombs, Jr. Remembrance Day.” **(Abdur-Rahman)**
July 18, 2024

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Proclamation recognizing “Rep. Sheila Jackson Lee Remembrance Day.” **(Abdur-Rahman)**
August 1, 2024

Proclamation recognizing “Girves Holloway Remembrance Day.” **(Pitts/Abdur-Rahman)**
August 2, 2024

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August 2, 2024

Proclamation recognizing “Judge Reginald W. Williams Appreciation Day.” **(Arrington)**
August 2, 2024

Proclamation recognizing “Reginald Jennings Remembrance Day.” **(Abdur-Rahman)**
August 3, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0503

Meeting Date: 8/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Atlanta Teacher's Village Project) Series 2024, with an expected initial issue price/principal amount not to exceed \$255,000,000.00 and maximum amount payable at maturity not to exceed \$295,000,000.00 (the "Bonds").

July 29, 2024

Via Hand Delivery

Ms. Tonya Grier
Clerk to the Commission
Fulton County Board of Commissioners
141 Pryor Street, S.W.
Atlanta, Georgia 30303

Re: Development Authority of Fulton County – RBH Social Impact Atlanta, LLC

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the “Issuer”), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (Atlanta Teacher’s Village Project) Series 2024, with an expected initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 (the “Bonds”). The Bonds will be issued for the benefit of RBH Social Impact Atlanta, LLC, a Georgia limited liability company (the “Borrower”), whose sole member is RBH Social Impact, Inc., a New Jersey nonprofit corporation operating for charitable purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes of (a) financing or refinancing, in whole or in part, the acquisition, development, construction and equipping of a mixed-use, mixed-income multifamily housing development to be located at 98 Cone Street, Atlanta, Georgia 30303 in Fulton County, Georgia (Land Lot 78 of the 14th District, City of Atlanta); (b) paying all or a portion of the costs of issuance of the Bonds; and (c) funding capitalized interest and making deposits to various funds and accounts. The Borrower’s facilities financed and refinanced by the Bonds will be owned by the Borrower and operated by the Borrower. The facilities are to be located at 98 Cone Street, Atlanta, Georgia 30303, in Fulton County, Georgia (Land Lot 78 of the 14th District, City of Atlanta).

Please note that the Borrower commits to comply with the Issuer’s Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, and the Borrower projects minority and female participation in the project to be approximately 15%.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then

July 29, 2024

Page 2

return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

Thank you for your cooperation in this matter.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)
County Manager
cc: Ms. Y. Soo Jo
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT
AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BOND FINANCING FOR
RBH SOCIAL IMPACT ATLANTA, LLC**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. RBH Social Impact Atlanta, LLC, a Georgia limited liability company (the "Company"), whose sole member is RBH Social Impact, Inc., a New Jersey nonprofit corporation operating for charitable purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, proposes, in connection with the proposed issuance by the Development Authority of Fulton County (the "Issuer") of its Revenue Bonds (Atlanta Teacher's Village Project) Series 2024, with an expected initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 (the "Bonds"), to (a) finance or refinance, in whole or in part, the acquisition, development, construction and equipping of a mixed-use, mixed-income multifamily housing development to be located at 98 Cone Street, Atlanta, Georgia 30303 in Fulton County, Georgia (Land Lot 78 of the 14th District, City of Atlanta); (b) pay all or a portion of the costs of issuance of the Bonds; and (c) fund capitalized interest and making deposits to various funds and accounts (collectively, the "Project").

The Project is to be financed or refinanced from the proceeds of the Bonds. The initial owner, operator or manager of the facilities financed or refinanced by the Bonds will be the Company. The facilities financed or refinanced by the Bonds are located in Fulton County.

On July 15, 2024, notice of the public hearing (the "Notice") was given through the electronic posting of the Notice on the website of the Issuer. The Notice was reasonably designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was given not less than seven (7) calendar days before the scheduled date of the public hearing referred to in the Notice. A copy of the Affidavit of Publication including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated July 29, 2024, which is attached hereto.

On July 29, 2024, a public hearing (the "Hearing") with regard to the issuance of the Bonds and the location and nature of the Project was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 880 2840 9050). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.

The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing or refinancing the Project for the Company. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against Fulton County, the State of Georgia, or a political subdivision thereof.

This ____ day of _____, 2024.

Robert L. Pitts
Chairman, Board of Commissioners of
Fulton County, Georgia

Approved as to form:



Attorney

**CERTIFICATION
RELATIVE TO THE ISSUANCE OF
DEVELOPMENT AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BOND FINANCING
(RBH SOCIAL IMPACT ATLANTA, LLC)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the “Issuer”) is considering adoption of or has adopted a Resolution (the “Resolution”) providing for the issuance of Development Authority of Fulton County Revenue Bonds (Atlanta Teacher’s Village Project) Series 2024, with an expected initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 (the “Bonds”); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the “Notice”) was given on July 15, 2024 through the electronic posting of the Notice on the website of the Issuer, as evidenced by the copy of Affidavit of Publication including a copy of the Notice attached hereto as Exhibit “A”. The Notice was reasonably designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than seven (7) calendar days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on July 29, 2024, a public hearing (the “Hearing”) with regard to the issuance of the Bonds and the location and nature of the Project was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 880 2840 9050). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit “B”; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit “C”; and

WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit “D”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy (“MFBE”) Utilization Report, a copy of which is attached hereto as Exhibit “E”, has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit "F", as required by procedures adopted by the Board of Commissioners of Fulton County;

[Intentionally left blank]

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Revenue Bonds (Atlanta Teacher's Village Project) Series 2024, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended.

Given under my hand and seal of the Issuer, this 29th day of July, 2024.



LAUREN W. DANIELS
Hearing Officer, Development
Authority of Fulton County

EXHIBIT “A”

(AFFIDAVIT OF PUBLICATION)

TEFRA Notices

[RBH Social Impact Atlanta, LLC \(Teacher's Village\) \(Date Posted: July 15, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Curran Street Residence Hall Series 2024 Project\) \(Date Posted: May 9, 2024\)](#)

[RBH Social Impact, Inc. \(Teachers Village\) \(Date Posted: May 9, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Series 2024A Bonds\) \(Date Posted: January 31, 2024\)](#)

[Union City Leased Housing Associates II, LLP \(Shannon Reserve\) \(Date Posted: January 29, 2024\)](#)

[Georgia Tech Facilities, Inc. \(Date Posted: October 30, 2023\)](#)

[Georgia Tech Athletic Association \(Date Posted: September 11, 2023\)](#)

[Atlanta International School, Inc. \(Date Posted: September 11, 2023\)](#)

[Young Men's Christian Association of Metropolitan Atlanta, Inc. \(Date Posted: September 18, 2023\)](#)

[Shepherd Center, Inc. \(Date Posted: October 19, 2022\)](#)

[The Westminster Schools, Inc. \(Date Posted: October 19, 2022\)](#)

[Beverly J. Searles Foundation \(Langston Hughes Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Piedmont Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Sandtown Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

[Beverly J. Searles Foundation \(Shannon Senior Apartments\) \(Date Posted: September 12, 2022\)](#)

NOTICE OF PUBLIC HEARING ON
PROPOSED REVENUE NOTE FINANCING BY
THE DEVELOPMENT AUTHORITY OF FULTON COUNTY
FOR THE BENEFIT OF RBH SOCIAL IMPACT ATLANTA, LLC
RELATING TO A PROJECT IN FULTON COUNTY, GEORGIA

YOU ARE HEREBY NOTIFIED that on the 29th day of July, 2024 at 11:00 a.m., the Development Authority of Fulton County (the “Issuer”) will conduct a public hearing (the “Hearing”) concerning the issuance by the Issuer of an expected initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 of its revenue bonds (the “Bonds”), the proceeds of which will be loaned to RBH Social Impact Atlanta, LLC, a Georgia limited liability company (the “Borrower”), whose sole member is RBH Social Impact, Inc., a New Jersey nonprofit corporation operating for charitable purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, to (a) finance or refinance, in whole or in part, the acquisition, development, construction and equipping of a mixed-use, mixed-income multifamily housing development to be located at 98 Cone Street, Atlanta, Georgia 30303 (Land Lot 78 of the 14th District, City of Atlanta), (b) pay all or a portion of the costs of issuance of the Bonds and (c) fund capitalized interest and making deposits to various funds and accounts (collectively, the “Project”). The Borrower will be the initial owner of the Project.

The Hearing, which may be continued or adjourned, will be held at 11:00 a.m. on July 29, 2024, before the Hearing Officer, via teleconference in accordance with Revenue Procedure 2022-20, which can be accessed by dialing 888-788-0099 (Meeting ID: 880 2840 9050).

The Bonds, when and if issued, will be the limited obligation of the Issuer and will not constitute an indebtedness or general obligation of Fulton County, the State of Georgia or of any county, municipal corporation or political subdivision thereof, and will be payable solely from revenues derived from the Borrower and pledged to the payment thereof. The issuance of Bonds is in furtherance of the public purpose of the Issuer.

Any person interested in the proposed issuance of the Bonds or the nature or location of the Project to be financed from the proceeds of the Bonds, may appear and be heard at such Hearing by joining the teleconference meeting as instructed herein.

THE ISSUER WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO THE BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100, OFFICIAL CODE OF GEORGIA ANNOTATED.

DEVELOPMENT AUTHORITY OF FULTON COUNTY

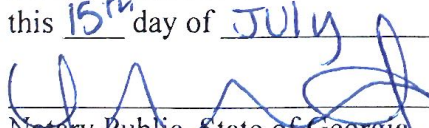
AFFIDAVIT OF PUBLICATION

Personally appeared before the undersigned officer authorized to administer oaths, Daniella Gutierrez, who upon being duly sworn deposes and says as follows:

I am the Marketing & Community Relations Manager of the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning RBH Social Impact Atlanta, LLC, which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notice>) in an area of the website used to inform its residents about events affecting the residents on the following date: July 15, 2024.

Print Name: Daniella Gutierrez

Sworn to and subscribed before me
this 15th day of JULY, 2024.


Notary Public, State of Georgia

My commission expires: 01/31/26

[NOTARY SEAL]

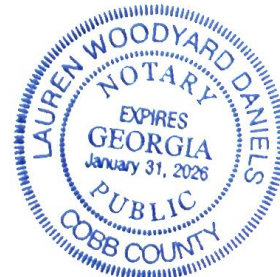


EXHIBIT "B"

(HEARING REPORT)

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

EXHIBIT “C”

(LETTER OF AUTHORITY ATTORNEY)

July 29, 2024

The Board of Commissioners
of Fulton County
Atlanta, Georgia

Development Authority of
Fulton County
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Revenue Bonds with an expected initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 (the "Bonds")
Borrower:	RBH Social Impact Atlanta, LLC, a Georgia limited liability company (the "Borrower"), whose sole member is RBH Social Impact, Inc., a New Jersey nonprofit corporation operating for charitable purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended
Project:	to (a) finance or refinance, in whole or in part, the acquisition, development, construction and equipping of a mixed-use, mixed-income multifamily housing development to be located at 98 Cone Street, Atlanta, Georgia 30303 in Fulton County, Georgia (Land Lot 78 of the 14 th District, City of Atlanta); (b) pay all or a portion of the costs of issuance of the Bonds; and (c) fund capitalized interest and making deposits to various funds and accounts.

July 29, 2024

Page 2

Public hearing was held before the Development Authority of Fulton County on July 29, 2024, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on July 15, 2024.

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

EXHIBIT “D”

(Placement/Investment Letter)

July 29, 2024

Development Authority of Fulton County
Atlanta, Georgia

Re: Development Authority of Fulton County Revenue Bonds (Atlanta Teacher's Village Project), Series 2024

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the Development Authority of Fulton County (the "Issuer") and RBH Social Impact, Inc. (the "Borrower"), we are pleased to provide our preliminary view regarding the ability of the Issuer and the Borrower to raise up to an initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 of debt financing. Our view is based on our understanding of the transaction as it is presently structured, including our current knowledge of the operations, tax status, financial results, conditions and prospects of the Issuer and the Borrower and general economic, industry and market conditions. We note also that our view is based upon the limited information we have been provided by the Issuer and the Borrower to date regarding the transaction and, as we have not had the opportunity to conduct due diligence, we understand that we will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

Based upon and subject to the terms of this letter, we are pleased to confirm that it is our preliminary view that, based upon current market conditions, up to initial issue price/principal amount not to exceed \$255,000,000 and maximum amount payable at maturity not to exceed \$295,000,000 of debt securities of the Issuer could be sold to and purchased by Jefferies, LLC. Our views in this letter are based on our understanding of the transaction as currently contemplated and are also subject to (i) satisfactory completion of the financing documents; (ii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets; and (iii) the absence of any material adverse change in the condition, business, results, operations or prospects of the Issuer or the Borrower.

Furthermore, our view is subject to there not having occurred; (a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; (c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in our judgment, is material and adverse.

This letter does not represent and should not be construed as a commitment by Jefferies, LLC or any of our respective affiliates to underwrite or arrange any financing for the Issuer or the Borrower and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to purchase debt securities of the Issuer or the Borrower will be

conditioned on the execution of a mutually acceptable definitive bond purchase agreement. Nothing expressed or implied in this letter is intended to create legal relations between us or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without our consent, except as required by law.

If you have any questions with respect to this letter, do not hesitate to call the undersigned.

Very truly yours,

JEFFERIES, LLC

Jefferies, LLC

EXHIBIT “E”

(Minority and Female Business Enterprise Policy Utilization Report of Company)

BORROWER'S MFBE UTILIZATION REPORT

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

REPORTING PERIOD		PROJECT NAME:	Atlanta Teacher's Village
FROM:		BOND CAPTION:	Revenue Bonds (Atlanta Teacher's Village Project) Series 2024
TO:	7/29/2024	PROJECT ADDRESS:	98 Cone Street, Atlanta, Georgia 30303

PRIME CONTRACTOR (Identify if MFBE)		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:	TBD				
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$0

TOTAL AMOUNT REQUISITION TO DATE: \$0

SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)
on additional page if necessary

Continue

Name of Sub-Contractor or Vendor (Identify if MFBE)	Description of Work or Goods Purchased	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Borrower's Representative: Mitch Nadler Address: 89 Market Street, 8th Floor, Newark, NJ 07102

(Print Name)

Executed By: Mitch Nadler Phone: 917-749-3331

(Signature)

Title: Chief Operating Officer Date: 7/29/2024 Email: mitch@rbhgrp.com

EXHIBIT "F"

(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0504

Meeting Date: 8/7/2024

Department

Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Chief Investigator, Medical Examiner (grade 23) and Community Relations Officer (grade 17).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Civil Service Act of 1982 and adopted HR Procedures.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Department of Human Resources Management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and to address the changing needs of the respective department. DHRM is requesting approval to:

(X) create the following new classifications:

	Title Code	Title	Grade
--	------------	-------	-------

A.	340013	Chief Investigator, Medical Examiner	23
B.	130117	Community Relations Officer	17

Scope of Work: Click or tap here to enter text.

Community Impact: There is no community impact.

Department Recommendation: HR recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no department issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

N/A



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0505

Meeting Date: 8/7/2024

Department

Arts and Culture

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to enter into a partnership agreement between Helping Mamas and Fulton County to provide a diaper distribution program at locations throughout the Fulton County Library System. This agreement is effective upon approval and will remain in effect until modified or terminated by each party. This agreement has no fiscal impact.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

OCGA# 36-101 Requires any contract entered into by the county be approved by the board and entered into its official minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Arts and Libraries

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

The Fulton County Library system recently established a social services program. Through this program derived the relationship between Helping Mamas and the library system. Helping Mama's through its Diaper and Baby Supply distribution program, purchases and receives donations of diapers and other essential items for families with young children, and distributes those items to individuals and families in need. This is a needs-based program delivering a vital staple to the Fulton County community.

Scope of Work: Through this program, Helping Mamas receives donations and purchases diapers for families with young children and distributes those items to individuals and families in need. The Fulton County

Library system will provide a space at 8-10 participating branches. As a participant, Fulton County agrees to educate staff and market to the public about the program. The administration of activities will occur during business hours. Details about this program are still being worked out and will become available upon approval of this agreement.

Community Impact: There is no community impact

Department Recommendation: The County recommends approval of this MOU.

Project Implications: There are no project implications if this is not approved.

Community Issues/Concerns: There are no Community Issues.

Department Issues/Concerns: There are no Department Issues

Fiscal Impact / Funding Source

Funding Line 1:

There is no fiscal impact.



Partnership Agreement

The following are the terms and conditions for participation with Helping Mamas. Helping Mamas is a Diaper and Baby Supply Bank incorporated in the State of Georgia with a 501(c)(3) designation.

1) The recipient agency, _____ (Partner Agency Name), certifies that it is a nonprofit 501(c)(3), social service agency, a religious organization in good standing, a school family resource center, government agency or other agency serving individuals or families in need by providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. Documentation of such status will be included along with this executed agreement.

2) Helping Mamas, through its Diaper and Baby Supply distribution program, purchases and receives donations of diapers and other essential items for families with young children, and distributes those items to individuals and families in need. Through this program, Helping Mamas will periodically provide the recipient agency with items suitable for distribution. The recipient agency agrees to provide reasonable space for housing items for distribution and to enable the distribution by educating staff and the public about the program, and for allowing distribution at suitable locations during regular business hours.

As a participant in the Helping Mamas Diaper and Baby Supply distribution program, the recipient agency will enable distribution of essential items to its patrons in a conscientious manner. The recipient agency may not sell, trade or barter items obtained from Helping Mamas, nor may those items be used for fundraising, auctions or raffles. Items will be used to provide services to the patrons of the recipient agency, and may not be used as gifts to staff or volunteers. The recipient agency agrees to make every effort to avoid duplication of services and to avoid providing essential items to patrons who will sell, exchange or barter with the essential items.

3) Essential items from Helping Mamas are to be used as one part in a broader effort by the recipient organization to assist individuals in need. The recipient agency therefore will not distribute essential items to individuals or families without providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. If the recipient agency is providing some or all the essential items they receive to other agencies, the recipient agency agrees to require that those 'end-user' agencies not distribute essential items to individuals or families without providing some level of case management.

4) The recipient agency acknowledges that Helping Mamas receives essential items donated by others; that Helping Mamas often receives donations of loose Diapers or opened packages of Diapers; that Helping Mamas may purchase essential items; and that Helping Mamas is donating the essential items to the recipient agency with no consideration received. Although Helping Mamas believes, to its best knowledge, that

these essential items are safe, Helping Mamas will make every effort to inspect these essential items for safety or other matters. It is also the responsibility of agency personnel to inspect the essential items they provide to their clients.

5) Each party shall be responsible for the acts or omissions of its own respective board members, officers, employees, and agents arising out of the performance of this Agreement.

6) The recipient agency may pick up its essential items at the facility in which they are stored, or an agreed upon location. The recipient agency acknowledges that any injury sustained by employees, representatives, and/or agents of the recipient agency while at the storage premises are not the fault nor the responsibility of Helping Mamas.

7) The recipient agency will not discriminate on the basis of race, color, ethnicity, national origin, gender, religion, age, disability, political beliefs, sexual orientation, gender identity, or marital or family status. Further, the agency will not require attendance at religious services of any kind as a condition of assistance in any of the programs that distribute essential items, nor will any client be forced or required to endure religious proselytizing of any type.

8) The recipient Agency agrees that Recipient Agency shall not hold itself out or in any way represent that Recipient Agency is an employee or agent of Helping Mamas. Nothing herein shall be construed as creating an employer/employee relationship between the parties.

9) Helping Mamas reserves the right in its sole discretion to remove an agency from its recipient list if the agency does not adhere to the terms of this agreement, or if any portion of its application is found to be inaccurate. Written notice will be provided to you in the event we will no longer provide essential items to your agency.

10) The recipient agency will not refer any individual clients to call or visit Helping Mamas' location. It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions.

11) The term of this Agreement shall commence as of the date hereof this agreement is last signed by recipient agency. This Agreement shall terminate absolutely and without further obligation on the part of the recipient agency at the close of the year in which it is executed, and at the close of each succeeding calendar year in which it may be renewed as provided herein. This Agreement shall renew at one year intervals without further action from either party up to four (4) times, for a total of five (5) one-year terms including the initial term, unless terminated by either party as described herein. No financial obligation is incurred on behalf of the recipient agency under this Agreement or any renewals thereof. Ownership of any supplies, materials, equipment, or other personal property shall remain with Helping Mamas until distributed to patrons of recipient agency as described herein. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice. If a party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until the notice period of such termination expires.

12) It will be the responsibility of the recipient agency to ensure its entire staff are aware of all provisions of this agreement. In agreement to the terms above, the undersigned

declares that he/she has the authority to execute this agreement.

13) Helping Mamas will make every effort to satisfy your Diaper and Baby Supply needs as requested but is not accountable to do such. Helping Mamas reserves the right to refuse any application for donations. Helping Mamas reserves the right to perform a site visit during the application process or with appropriate notice any time during the term of this agreement.

14) We agree that when we apply for grant funding for the program for which Helping Mamas products are distributed, we will explore ways to include Helping Mamas into the grant.

15) We agree at least once a year to participate in Helping Mamas research/program evaluation. This may include distributing surveys to recipients and/or participating in other opportunities to provide Helping Mamas with feedback.

16) We agree that products provided by Helping Mamas will **not** be redistributed to another program or agency for use.

17) We agree that we will meet with and discuss any increase in distribution and/or change in supported program with Helping Mamas implementation.

18) We agree to include Helping Mamas name as a collaborative partner in all press events/releases and social media posts when referencing items received from Helping Mamas.

The essence of collaborative partnerships is both parties to mutually benefit from working together. Check a minimum of two ways below to be completed during the next 12 months. Please let us know when you will fulfill these terms:

☐ Host a diaper drive for HM through our agency

☐ Include an article about HM in our agency's newsletter in the next 12 months

☐ Share our partnership and tag HM on social media

☐ Participate in a volunteer event at HM as an agency/staff

Helping Mamas uses demographic distribution for providing essential items to partner agencies. This requires that the agency will insure that requested demographic data is provided to Helping Mamas. The parties agree that the demographic data provided by the recipient agency will be generalized demographic data for Fulton County residents. The data from this application will be entered into the Helping Mamas database for each agency. All information will be kept in a secure manner and not released to any external organization other than in aggregate for grant writing and audit purposes.

The undersigned acknowledges and agrees to the aforementioned terms and conditions.

Signature of Authorized Agency Representative Date

Print Name Agency Name

Title of Authorized Agency Representative

Signature of CEO Helping Mamas Date

Helping Mamas

Print Name Agency Name

Helping Mamas Partnership Agreement

Revised: 07/18/2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0506

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Piaskey Holdings, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 10365 Waters Road, Alpharetta, Georgia 30022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Piaskey Holdings, LLC, the owner of the real property located at 10365 Waters Road, Alpharetta, Georgia 30022, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements to remain within the County's sewer line easement area found in Deed Book 66229, Page 252.

At the request of Piaskey Holdings, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 400 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow installed stormwater improvements to remain within the County's sewer line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 65550, Page 517
Deed Book 66229, Page 252

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 17th day of October, 2023 between Priskey Holdings LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 10365 Waters Road Alpharetta (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65550, Page 517 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference. NOTE: The Exhibit "A" attachment must be legible in 8 1/2" format.

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 66229, Page 324 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. 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.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER:

Ptaskey Holdings LLC

RE Land Lot(s) 36, District 1st

Parcel Number: 11 086000360259 & 11 086000361398

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,
as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of _____ OWNER (Authorized Party to Bind Said Entity)


Unofficial Witness


Owner Signature


Notary Public
My Commission Expires: 07.13.2026

Owner's Address: 5004 Falling Water Ter
Roswell GA 30076

(Notary Seal)

(Notary Stamp)



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

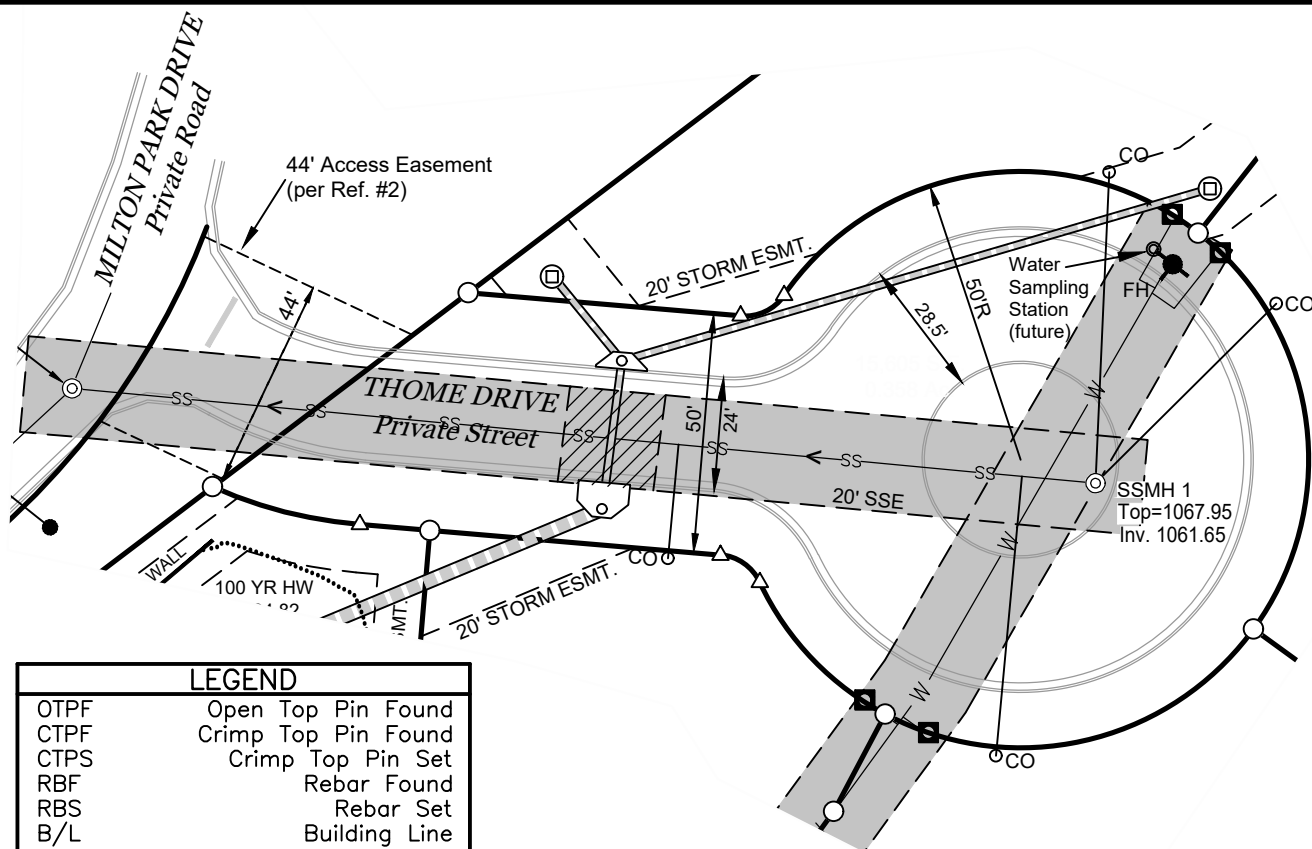
By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

County Attorney

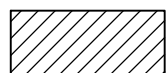


LEGEND

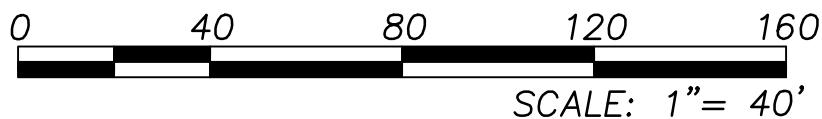
OTPF	Open Top Pin Found
CTPF	Crimp Top Pin Found
CTPS	Crimp Top Pin Set
RBF	Rebar Found
RBS	Rebar Set
B/L	Building Line
UP	Utility Pole
N or F	Now or Formerly
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
SSMH	Sanitary Sewer Manhole
---	Land Lot Line
-x-x-	Fence
-#-#-	Overhead Wire
-~-	Not to Scale
◻	Water Meter
Δ	Calculated Point



Pervious Pavers



SSE Encroachment
for storm drain
20'x20'=400 SF



AB
10/19/23

Sanitary Sewer Encroachment Exhibit for:

AKUNNA COURT

Land Lot 36, 1st District, 1st Section
City of Alpharetta, Fulton County, Georgia
10-18-2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0507

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and AG EHC II (EMP) MULTI STATE 2, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3000 Hembree Road, Alpharetta, Georgia 30009.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: AG EHC II (EMP) MULTI STATE 2, LLC, the owner of the real property located at

3000 Hembree Road, Alpharetta, Georgia 30009, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area referenced and recorded in Deed Book 67227, Page 81.

At the request of AG EHC II (EMP) MULTI STATE 2, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 123 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

Community Impact: Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to allow installed stormwater infrastructure to remain within the County's water line easement area

Department Recommendation: The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to water service or access to maintain the onsite water line will result by allowing stormwater infrastructure to remain within the County's easement.

Community Issues/Concerns: None.

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference
Deed Book 67354, Page 171

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this ____ day of ____ 2024, by and among AG EHC II (EMP) MULTI STATE 2, LLC, a Delaware limited liability company ("Owner"), a property owner within Fulton County, Georgia, his successors, affiliates and assigns, and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Owner warrants that he is the full and true owner and has clear title to certain residential lots located at that certain property commonly known as 3000 Hembree Road, Alpharetta, Georgia 30009, as more fully described in that certain conveyance recorded in Deed Book 67354, Page 171, of Fulton County, Georgia records (the "Property") and depicted as lots 34, 36, 38, 40, 42 and 44 in Exhibit "A", attached hereto and incorporated herein by reference (the "Plat"), on which Owner desires to install certain private improvements (the "Private Improvements").
2. Previously, Fulton County was granted a water line easement, as referenced in and recorded at Deed Book 67227, Page 81, of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter easement, to construct, repair and replace, from time to time as may be needed, certain private improvements at his sole cost and responsibility, said private improvements as the same are more fully described in **EXHIBIT "A"** (the "Private Improvements").
3. With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.
4. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
5. Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state.

If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6. Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7. Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's Property and is granted a right of entry by Owner on the other portions of Owner's Property to effectuate the repair, if necessary.

9. Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused, in whole or in part, by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10. Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11. The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

12. The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: FULTON COUNTY
Director of Public Works
141 Pryor Street, SW, 6th. Floor
Atlanta, GA 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: AG EHC II (PHM) CA 2, L.P.
c/o Essential Housing Asset Management LLC
8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
Attn: Steven S. Benson

[Signatures on following page]

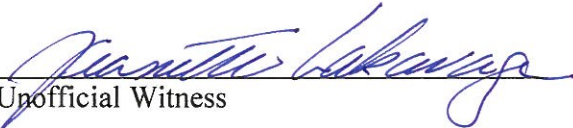
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER:

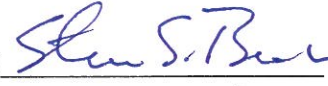
Signed sealed and delivered in the presence of

AG EHC II (EMP) MULTI STATE 2, LLC,
a Delaware limited liability company


Unofficial Witness

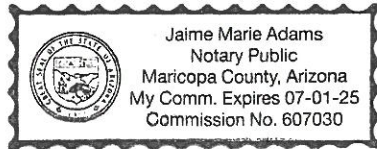
By: Essential Housing Asset Management,
LLC,
an Arizona limited liability company,
its Authorized Agent


Notary Public
My Commission Expires: 07/01/2025

By:  [SEAL]
Steven S. Benson, its Manager

(Notary Seal)

(Notary Stamp)



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

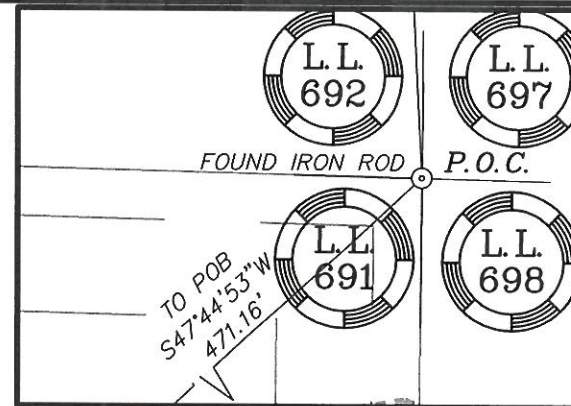
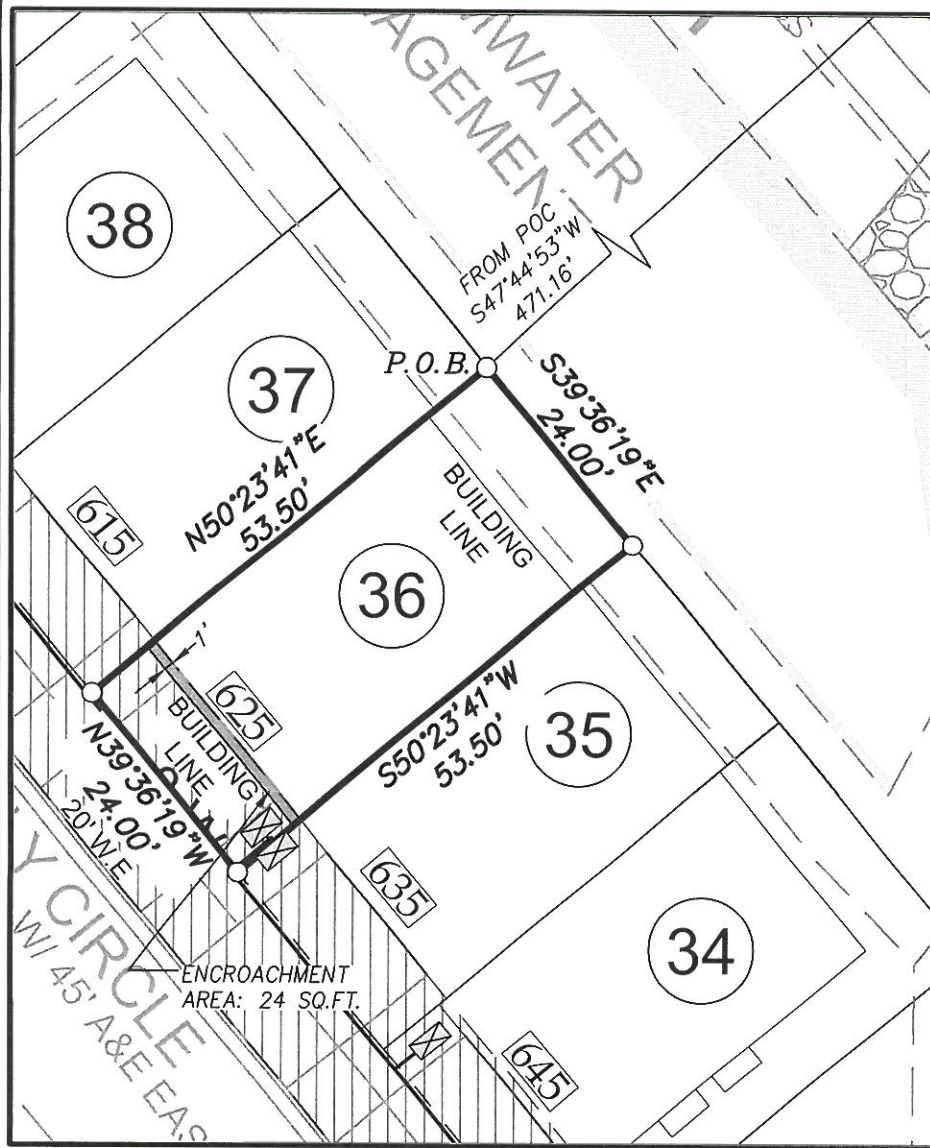
APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

Plat

[See Attached]



LEGAL DESCRIPTION - LOT 36

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 47 DEGREES 44 MINUTES 53 SECONDS WEST A DISTANCE OF 471.16 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 39 DEGREES 36 MINUTES 19 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



Planners & Engineers Collaborative+

LAND PLANNING + SURVEYING & CONSTRUCTION + CIVIL ENGINEERING +
ARBORISTS + LANDSCAPE ARCHITECTURE + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

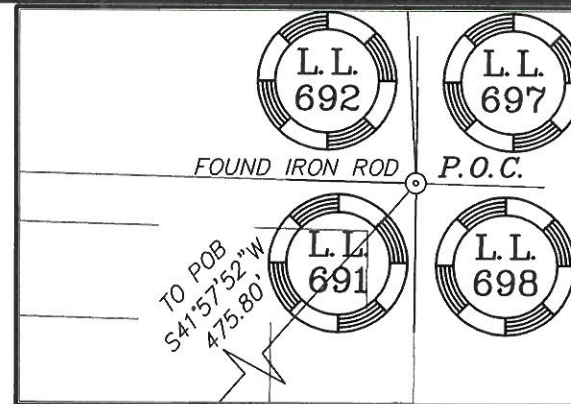
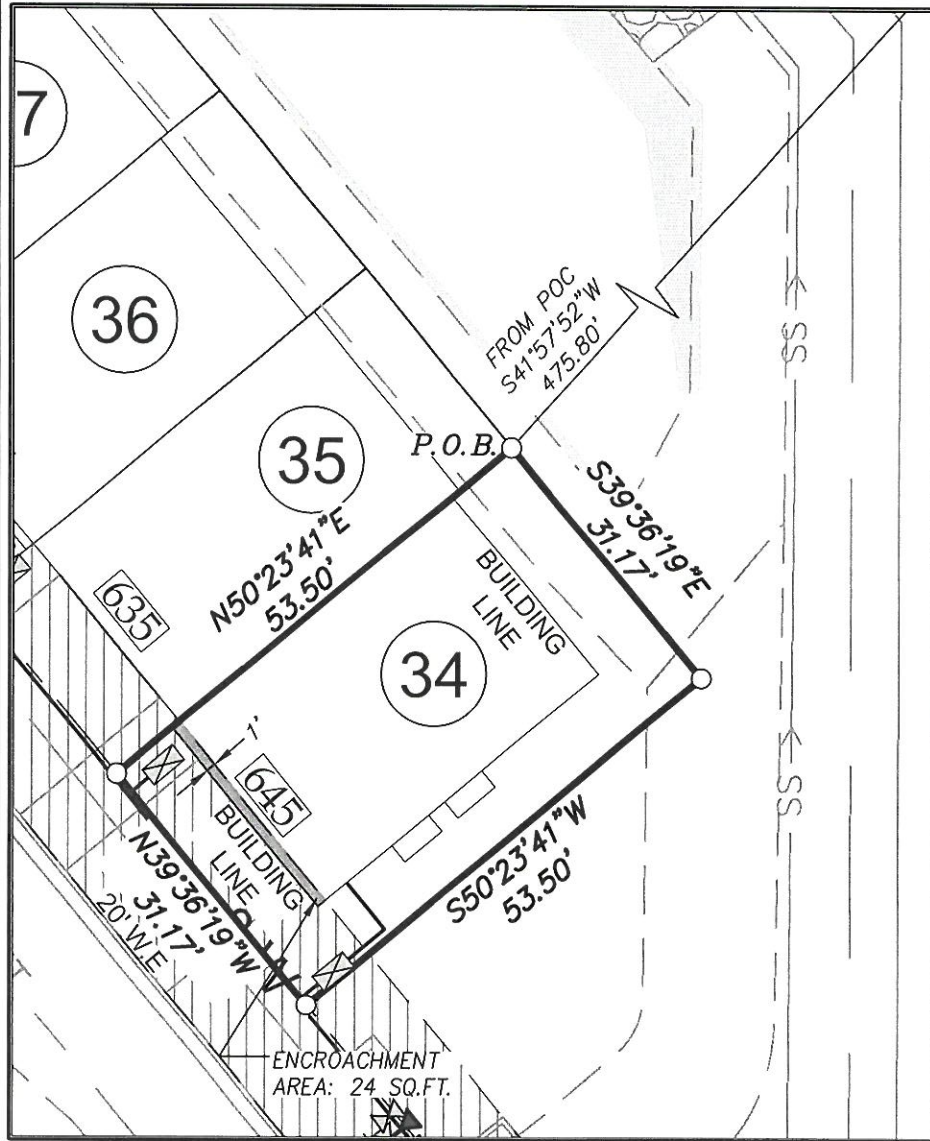
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 36

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



LEGAL DESCRIPTION - LOT 34

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 41 DEGREES 57 MINUTES 52 SECONDS WEST A DISTANCE OF 475.80 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 31.17 FEET TO A POINT; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 39 DEGREES 36 MINUTES 19 SECONDS WEST A DISTANCE OF 31.17 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,667 SQUARE FEET

SITE MAP (NTS)



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770)451-2741 WWW.PEC.PLUS

C.O.A.-LSF000004

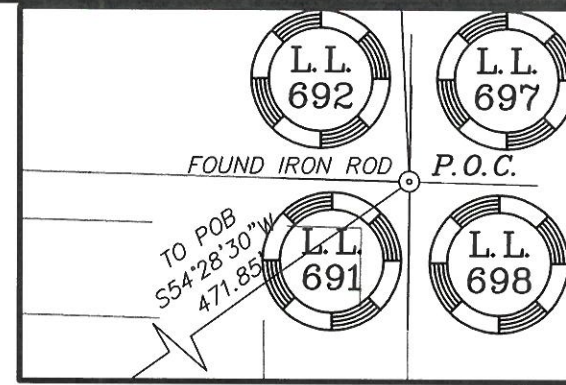
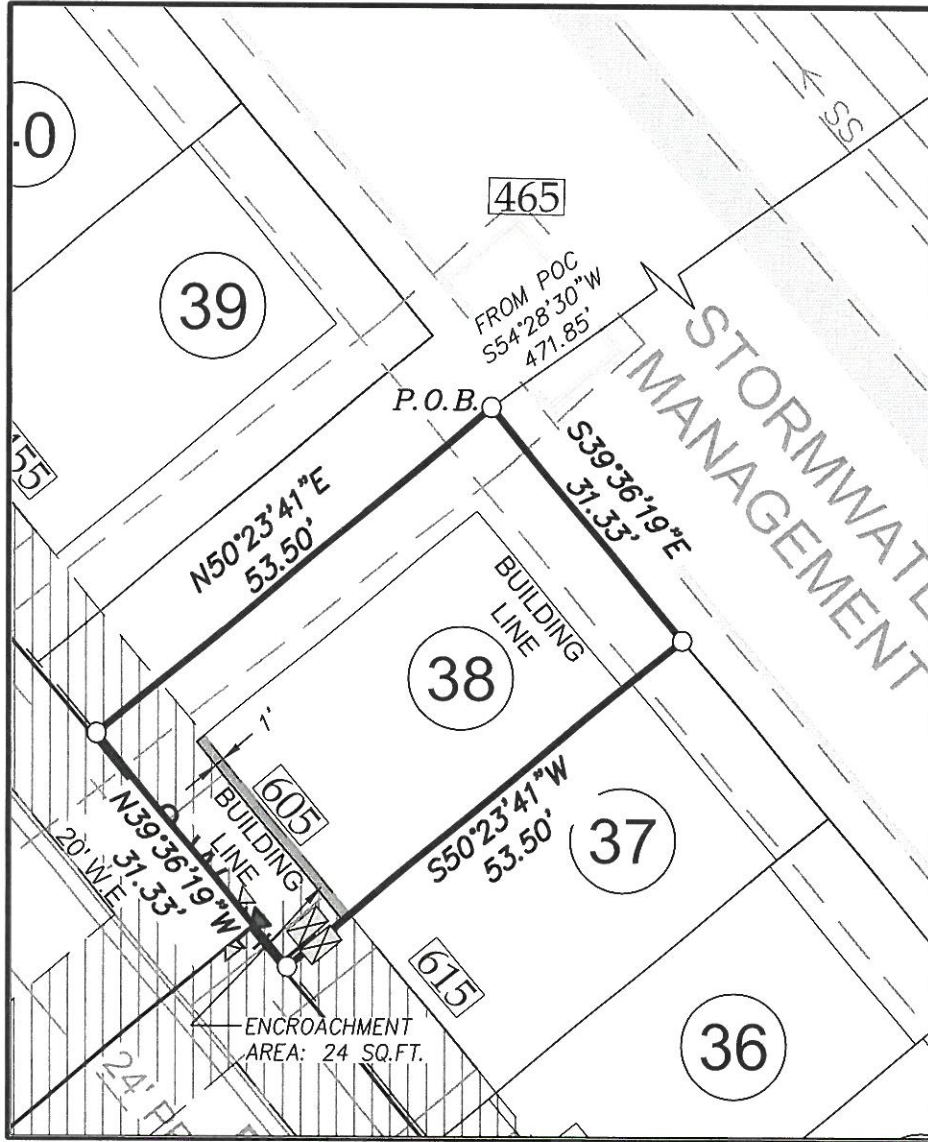
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 34

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



LEGAL DESCRIPTION - LOT 38

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 54 DEGREES 28 MINUTES 30 SECONDS WEST A DISTANCE OF 471.85 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 31.33 FEET TO A POINT; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 39 DEGREES 36 MINUTES 19 SECONDS WEST A DISTANCE OF 31.33 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,676 SQUARE FEET

SITE MAP (NTS)



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

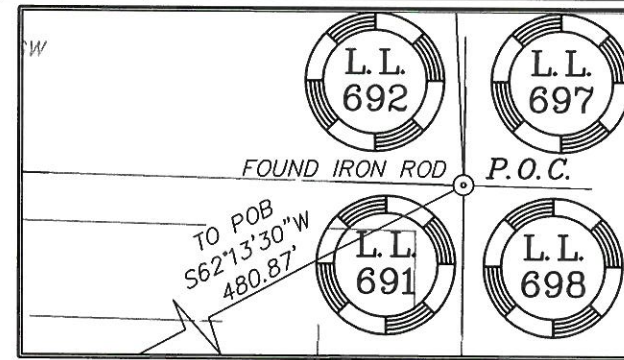
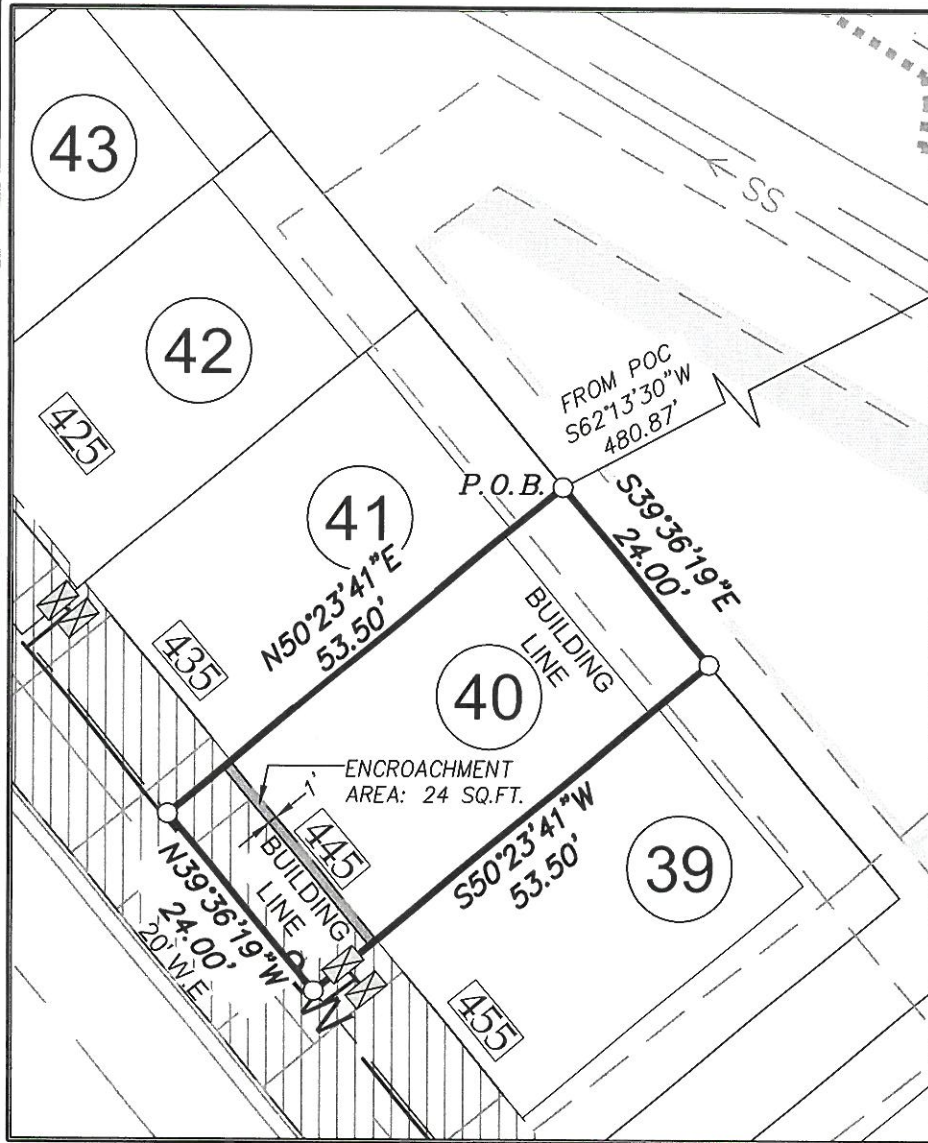
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 38

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



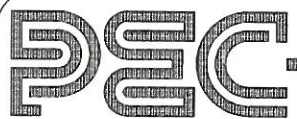
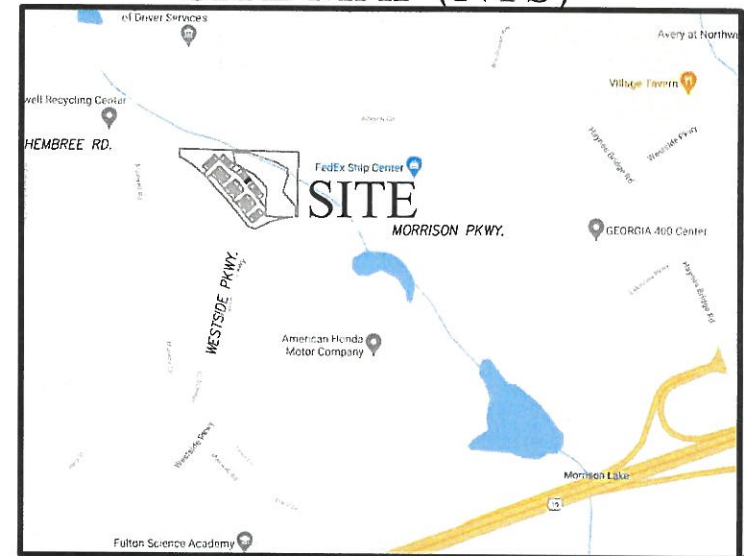
LEGAL DESCRIPTION – LOT 40

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 62 DEGREES 13 MINUTES 30 SECONDS WEST A DISTANCE OF 480.87 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 39 DEGREES 36 MINUTES 19 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



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ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092

(770)451-2741 WWW.PEC.PLUS

C.O.A.-LSF000004

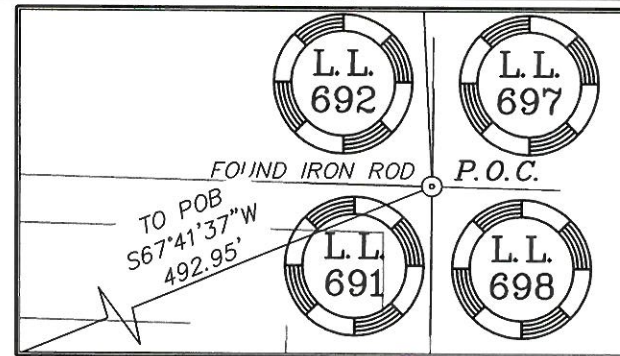
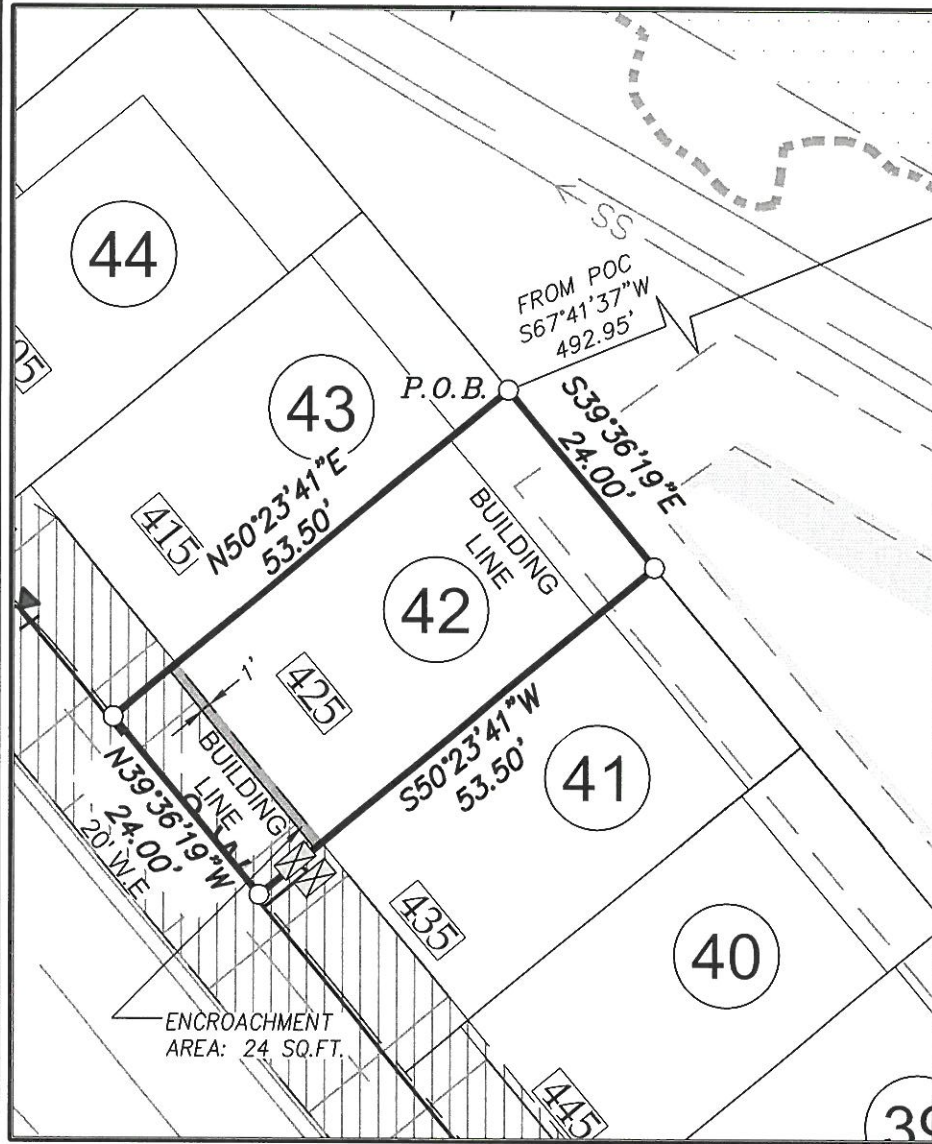
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 40

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



LEGAL DESCRIPTION - LOT 42

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 67 DEGREES 41 MINUTES 37 SECONDS WEST A DISTANCE OF 492.95 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 39 DEGREES 36 MINUTES 19 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



Planners & Engineers Collaborative+

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ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

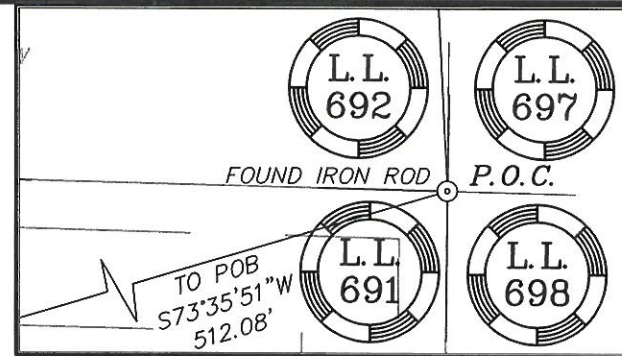
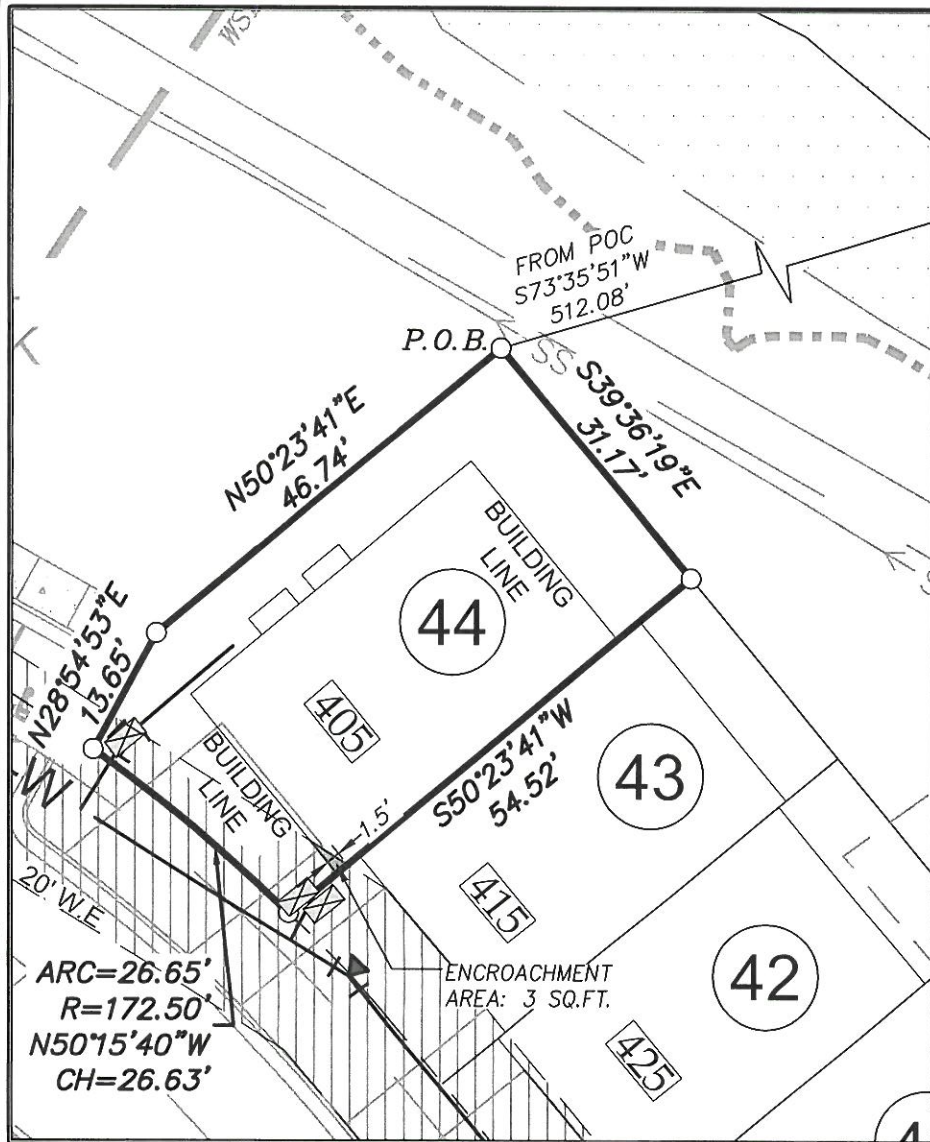
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 42

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'

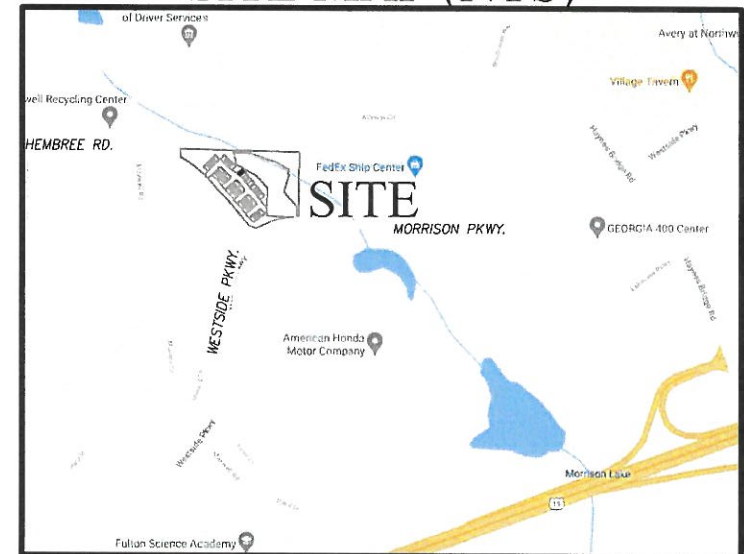


LEGAL DESCRIPTION - LOT 44

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 73 DEGREES 35 MINUTES 51 SECONDS WEST A DISTANCE OF 512.08 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 54.52 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 26.65 FEET, HAVING A RADIUS OF 172.50 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 50 DEGREES 15 MINUTES 40 SECONDS WEST, AND A CHORD LENGTH OF 26.63 TO A POINT; THENCE NORTH 28 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 13.65 FEET TO A POINT; THENCE NORTH 50 DEGREES 23 MINUTES 41 SECONDS EAST A DISTANCE OF 46.74 FEET TO A POINT; THENCE SOUTH 39 DEGREES 36 MINUTES 19 SECONDS EAST A DISTANCE OF 31.17 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,747 SQUARE FEET

SITE MAP (NTS)



Planners & Engineers Collaborative+

LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •
 ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004

WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 44

FOR:
 FIREFLY

COUNTY FULTON
 STATE OF STATE
 CITY OF ALPHARETTA
 LAND LOT(S) 691
 DISTRICT 1st SECTION 2nd



DRAWN BY: FA
 CHECKED BY: FA
 FILE NO.: 21059.00
 DATE: 03/22/24
 SCALE: 1"=20'



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0508

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and EA Homes, LP for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 3000 Hembree Road, Alpharetta, Georgia 30009.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: EA Homes, LP, the owner of the real property located at 3000 Hembree Road,

Alpharetta, Georgia 30009, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area.

The Fulton County Department of Real Estate and Asset Management and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 67227, Page 81

At the request of EA Homes, LP, the Department of Public Works completed an on-site assessment of the area, which is approximately 174 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

Community Impact: Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to water service or access to the water line will result by allowing stormwater infrastructure to remain within the County's easement

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference
Deed Book 67388, Page 429
Deed Book 67618, Page 583

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this ____ day of ____ 2024, by and among EA HOMES, LP, a Delaware limited partnership (“Owner”), a property owner within Fulton County, Georgia, his successors, affiliates and assigns, and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Owner warrants that he is the full and true owner and has clear title to certain lots located on that certain property known as 3000 Hembree Road, Alpharetta, Georgia 30009, as more fully described in those certain conveyances recorded in Deed Book 67388, Page 429 and Deed Book 67618, Page 583, of Fulton County, Georgia records (the “Property”), depicted as lots 4, 45, 46, 47, 48 and 49 in Exhibit “A”, attached hereto and incorporated herein by reference (the “Plat”), on which Owner desires to install certain private improvements (the “Private Improvements”).
2. Previously, Fulton County was granted a water line easement, as referenced in and recorded at Deed Book 67227, Page 81, of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter easement, to construct, repair and replace, from time to time as may be needed, certain private improvements at his sole cost and responsibility, said private improvements as the same are more fully described in **EXHIBIT “A”** (the “Private Improvements”).
3. With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.
4. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
5. Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the

County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6. Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7. Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's Property and is granted a right of entry by Owner on the other portions of Owner's Property to effectuate the repair, if necessary.

9. Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused, in whole or in part, by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10. Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11. The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

12. The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: FULTON COUNTY
Director of Public Works
141 Pryor Street, SW, 6th. Floor
Atlanta, GA 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: EA HOMES, LP
5775 Glenridge Drive, Building D, Suite 350
Atlanta, GA 30328
Attn: Kevin Norton

with a copy to: McLain & Merritt, P.C.
3445 Peachtree Rd., NE, Suite 500
Atlanta, GA 30326
Attn: Neil Morrisroe

[Signatures on following page]

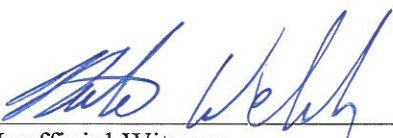
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

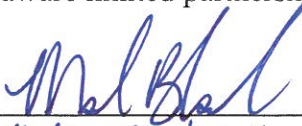
OWNER:

Signed sealed and delivered in the presence of

EA HOMES, LP,
a Delaware limited partnership



Unofficial Witness

By: 

Madison Black, Authorized Signatory



Notary Public
My Commission Expires: 4/2/25



Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

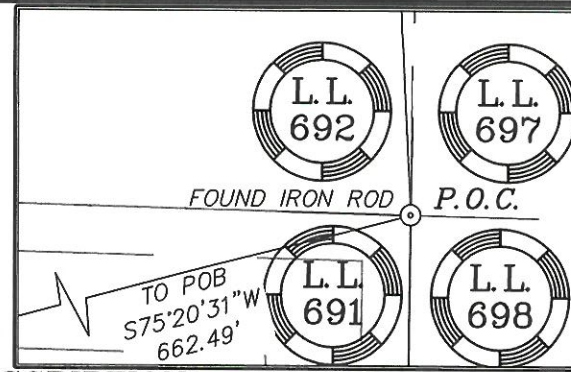
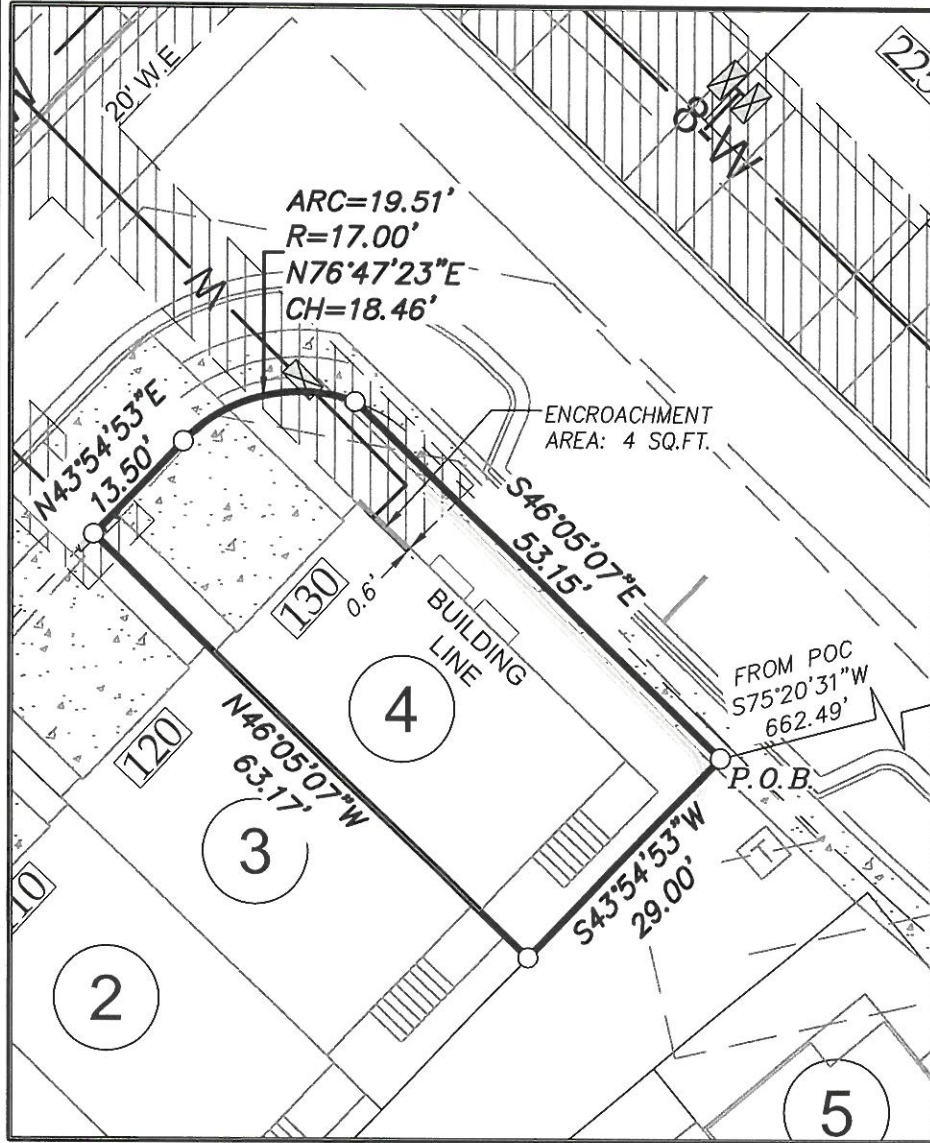
APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

Plat

[See Attached]



LEGAL DESCRIPTION - LOT 4

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 75 DEGREES 20 MINUTES 31 SECONDS WEST A DISTANCE OF 662.49 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 29.00 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 63.17 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 07 SECONDS EAST A DISTANCE OF 13.50 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 19.51 FEET, HAVING A RADIUS OF 17.00 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 76 DEGREES 47 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 18.46 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 53.15 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

SITE MAP (NTS)

CONTAINS 1,788 SQUARE FEET

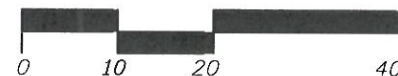


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ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

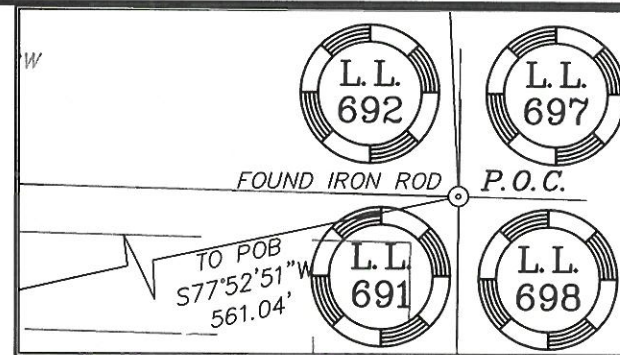
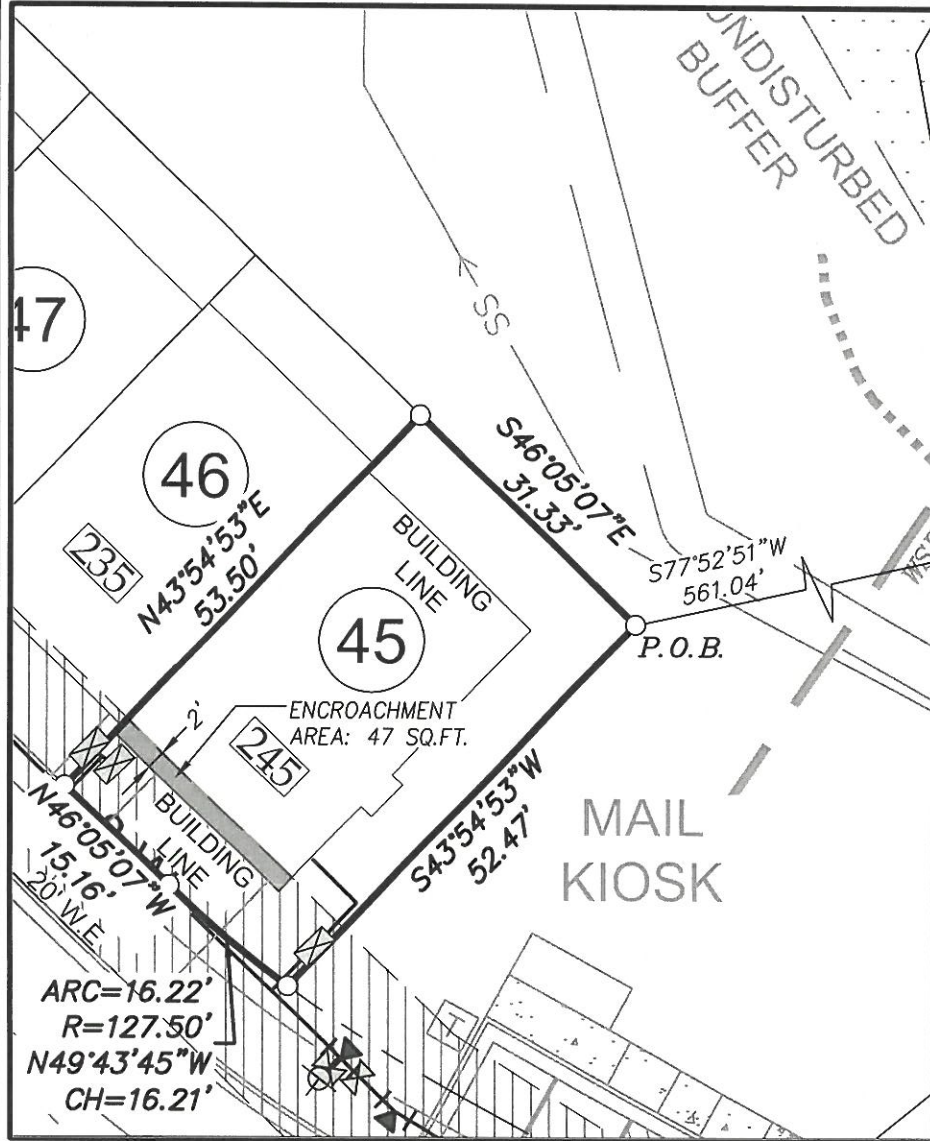
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 4 FOR: FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



LEGAL DESCRIPTION - LOT 45

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 77 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 561.04 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 52.47 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 16.22 FEET, HAVING A RADIUS OF 127.50 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 49 DEGREES 43 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 16.21 TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 15.16 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 31.33 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,671 SQUARE FEET

SITE MAP (NTS)



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C.O.A.-LSF000004

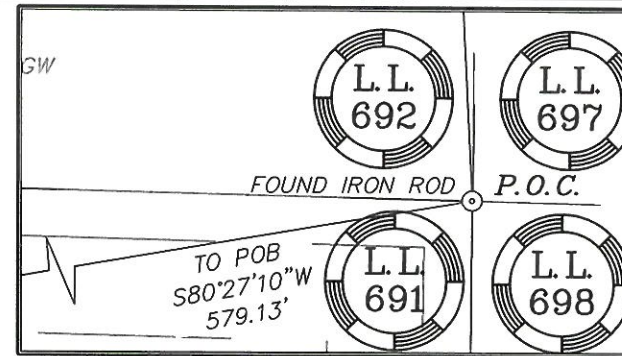
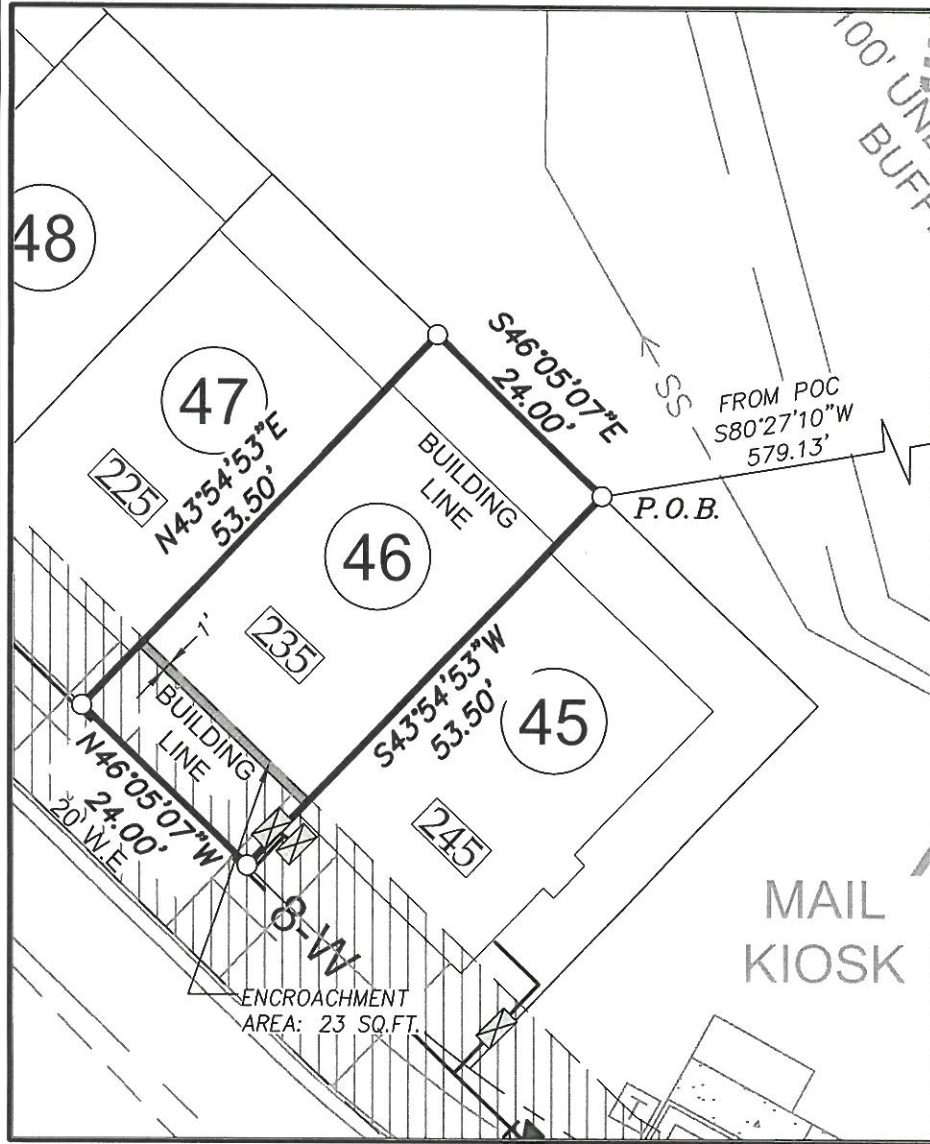
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 45

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



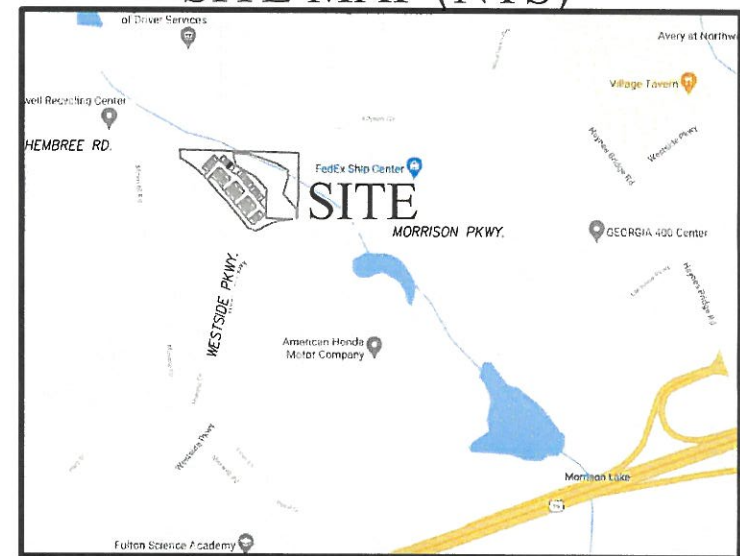
LEGAL DESCRIPTION – LOT 46

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 80 DEGREES 27 MINUTES 10 SECONDS WEST A DISTANCE OF 579.13 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

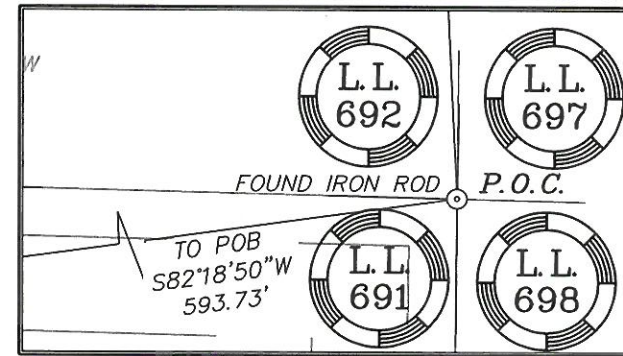
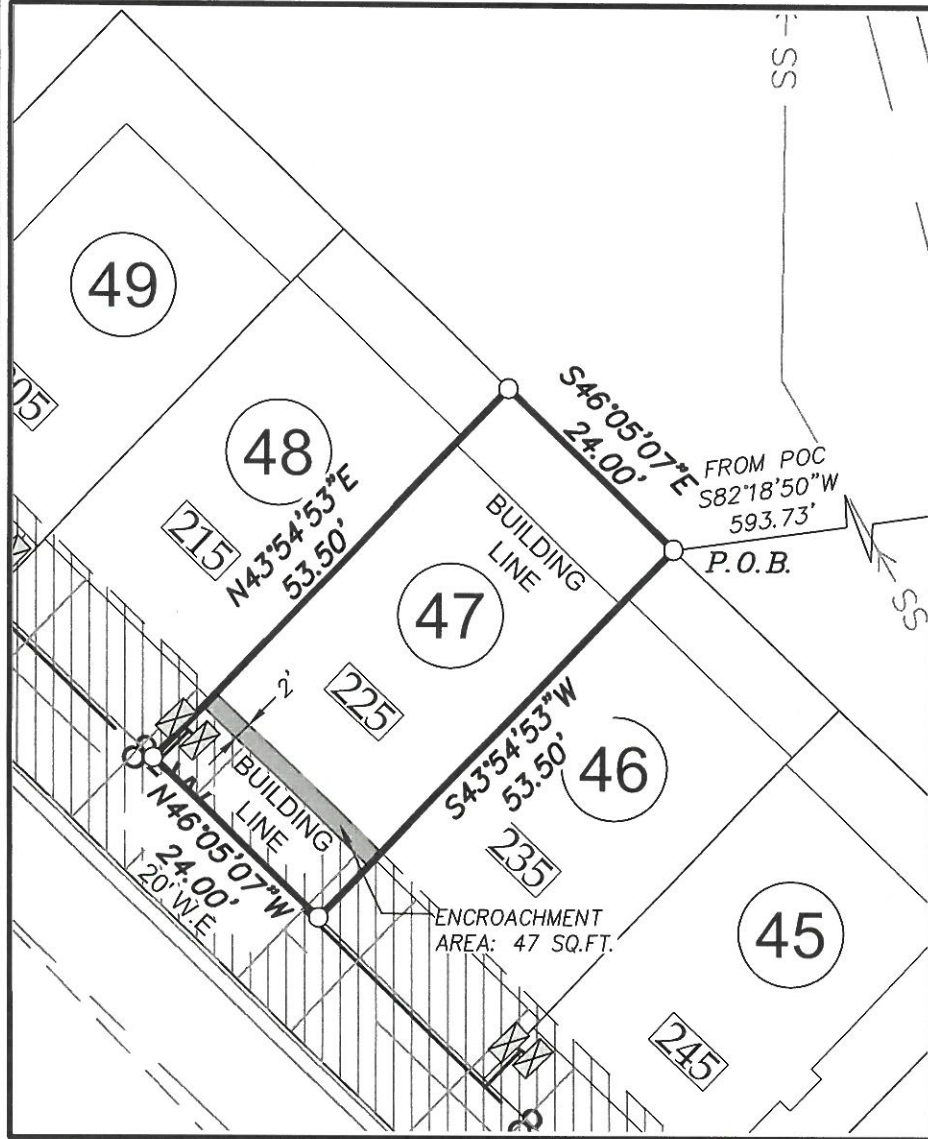
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 46

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



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FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



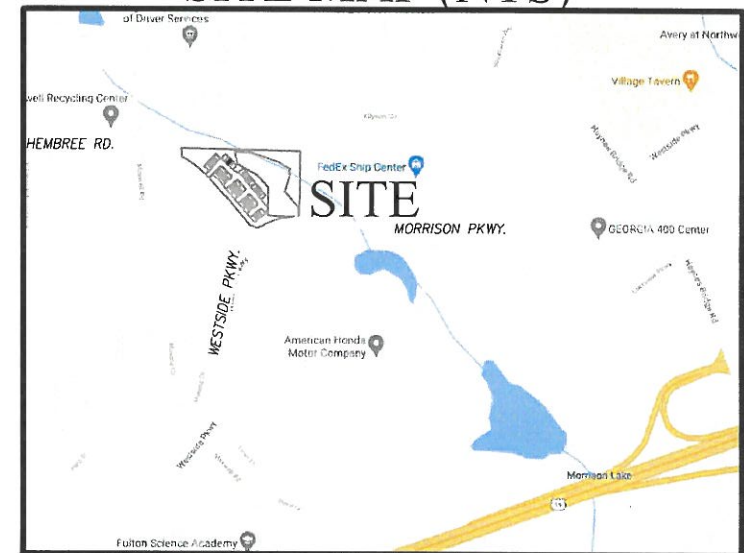
LEGAL DESCRIPTION - LOT 47

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 82 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 593.73 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



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(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

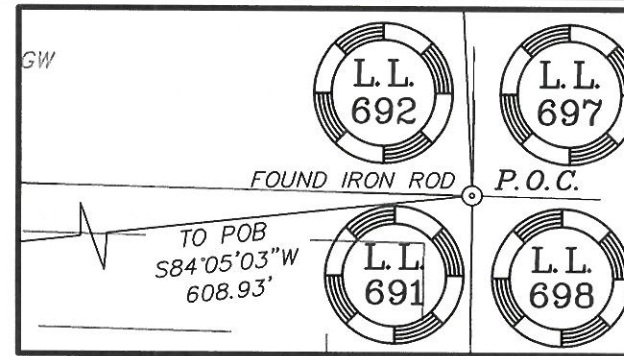
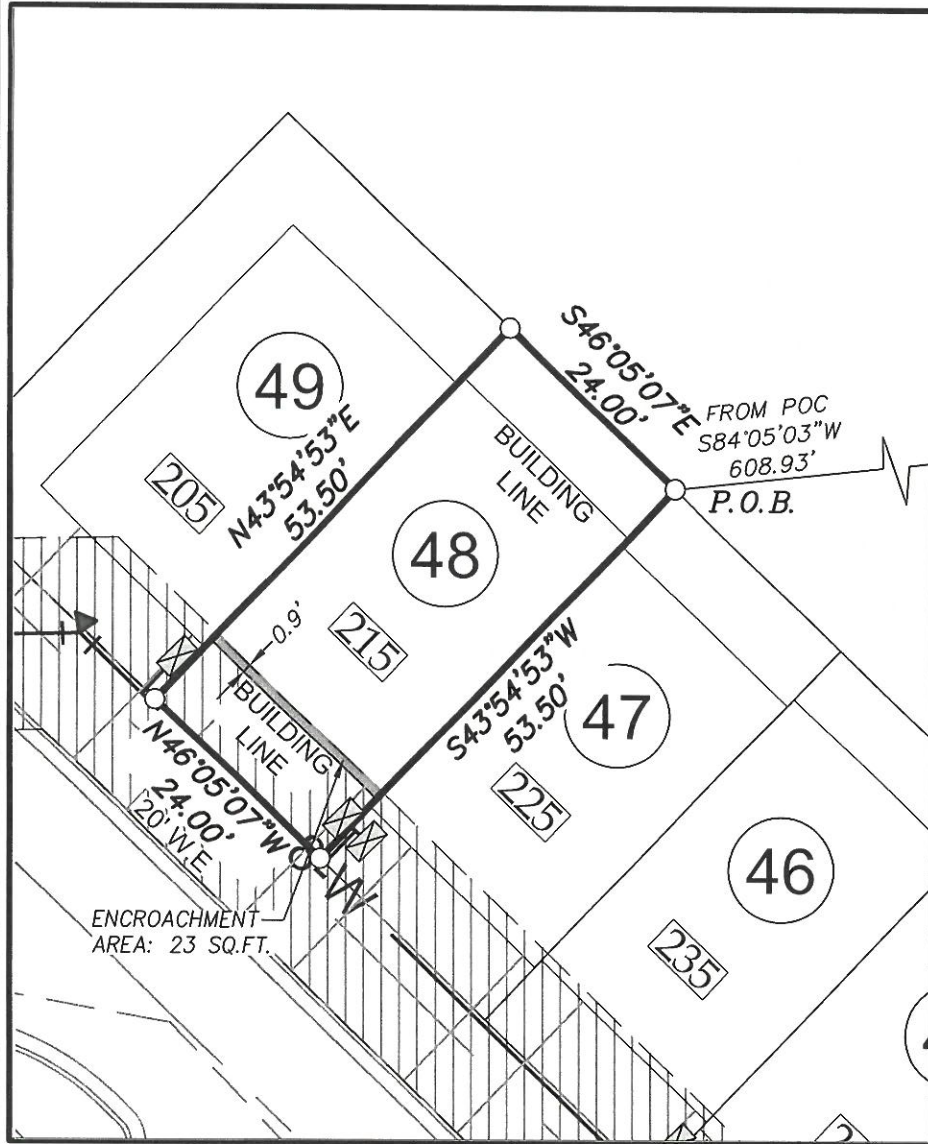
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 47

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



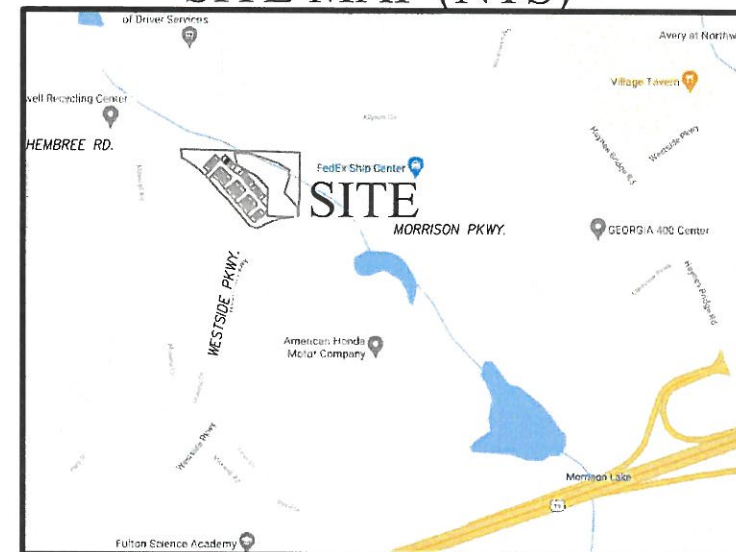
LEGAL DESCRIPTION – LOT 48

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 84 DEGREES 55 MINUTES 03 SECONDS WEST A DISTANCE OF 609.93 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 24.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 24.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,284 SQUARE FEET

SITE MAP (NTS)



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(770)451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

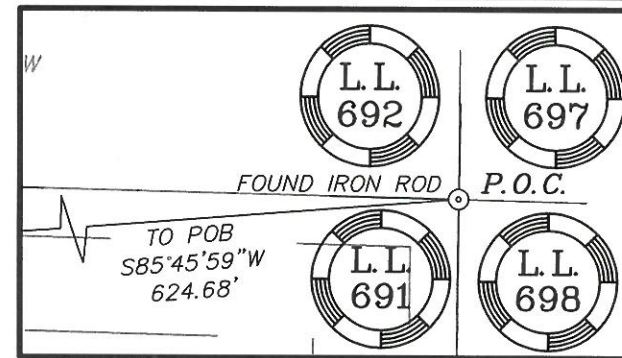
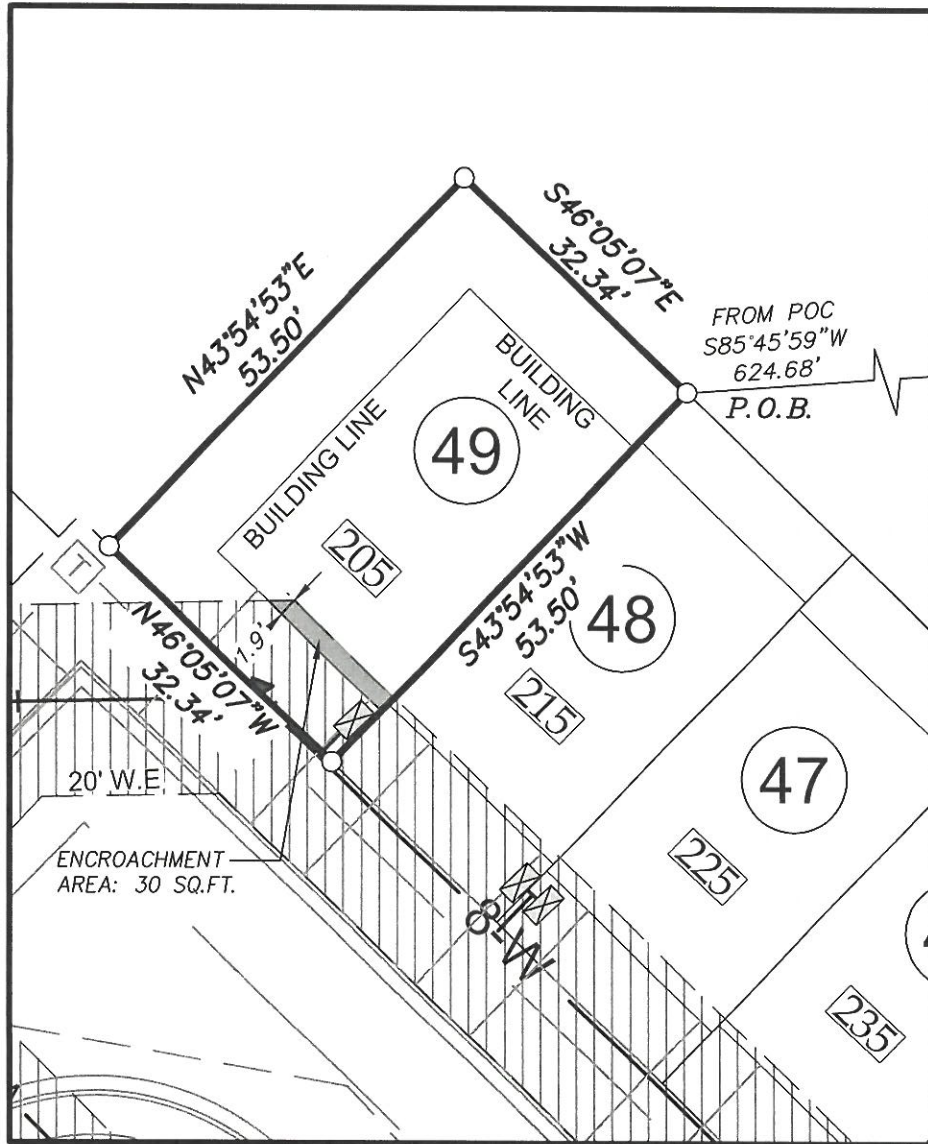
WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 48

FOR:
FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



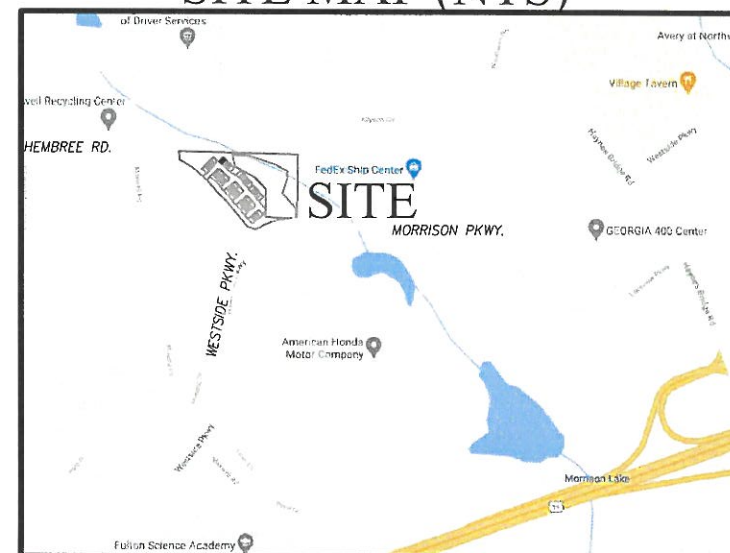
LEGAL DESCRIPTION - LOT 49

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND IRON ROD LOCATED AT THE COMMON LAND LOT CORNER TO LAND LOTS 691, 692, 697, AND 698, THENCE SOUTH 85 DEGREES 45 MINUTES 59 SECONDS WEST A DISTANCE OF 624.68 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 54 MINUTES 53 SECONDS WEST A DISTANCE OF 53.50 FEET TO A POINT; THENCE NORTH 46 DEGREES 05 MINUTES 07 SECONDS WEST A DISTANCE OF 32.34 FEET TO A POINT; THENCE NORTH 43 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 53.50 FEET TO A POINT; THENCE SOUTH 46 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 32.34 FEET TO A POINT AND THE TRUE POINT OF BEGINNING,

CONTAINS 1,730 SQUARE FEET

SITE MAP (NTS)



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 WWW.PEC.PLUS
C.O.A.-LSF000004

WATER EASEMENT ENCROACHMENT EXHIBIT OF LOT 49 FOR: FIREFLY

COUNTY FULTON
STATE OF STATE
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd



DRAWN BY: FA
CHECKED BY: FA
FILE NO.: 21059.00
DATE: 03/22/24
SCALE: 1"=20'



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0509

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia, and Brightwater Homes, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 0 Ebenezer Road, Milton, Georgia 30075.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its water line easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Brightwater Homes, LLC, the owner of the real property located at 0 Ebenezer

Road, Milton, Georgia 30075, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's water line easement area referenced and recorded in Deed Book 67832, Page 343.

At the request of Brightwater Homes, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 737 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

Department Recommendation: The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the terms in the Indemnification Agreement and recommends its approval.

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book [65267](#), Page [51](#)
Deed Book [67832](#), Page [343](#)

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this ____ day of ____ 20__, between Brightwater Homes, LLC a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as The Ridge at Sweet Apple (f.k.a. Ardenwood) 0 Ebenezer Rd. Fulton County, Milton, GA, and as more fully described in that certain conveyance recorded in Deed Book 65267, Page 51 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2.

Previously, Fulton County was granted a water meter easement, as referenced in and recorded at Deed Book [67832](#), Page [343](#) of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter easement, to construct, repair and replace, from time to time as may be needed, certain private improvements at his sole cost and responsibility, said private improvements as the same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and/or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused, in whole or in part, by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
 Director of Public Works
 141 Pryor Street, SW, 6th. Floor
 Atlanta, GA. 30303

with a copy to: County Attorney
 Office of the County Attorney
 141 Pryor Street, SW, Suite 4038
 Atlanta, GA. 30303

OWNER: Brightwater Homes, LLC
 227 Sandy Springs PI NE, Suite 110
 Sandy Springs, GA 30328

Re: 2nd District 2nd Section, Land Lot(s) 1074

Parcel Number: 22-3430-1074-025-4

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

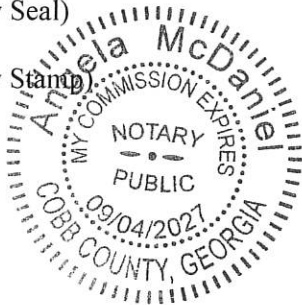
Signed sealed and delivered in the presence of OWNER Brightwater Homes, LLC

[Signature]
Unofficial Witness

Angela McDaniel
Notary Public
My Commission Expires: 9/4/27

(Notary Seal)

(Notary Stamp)



Attest:

Clerk of Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

[Signature]
Signature (Authorized Party to Bind Owner Entity)

Joel Ferguson VP of Operations
Signatory's Name and Title (printed)

Owner's Address: Brightwater Homes

227 Sandy Springs Pl NE, Suite 110

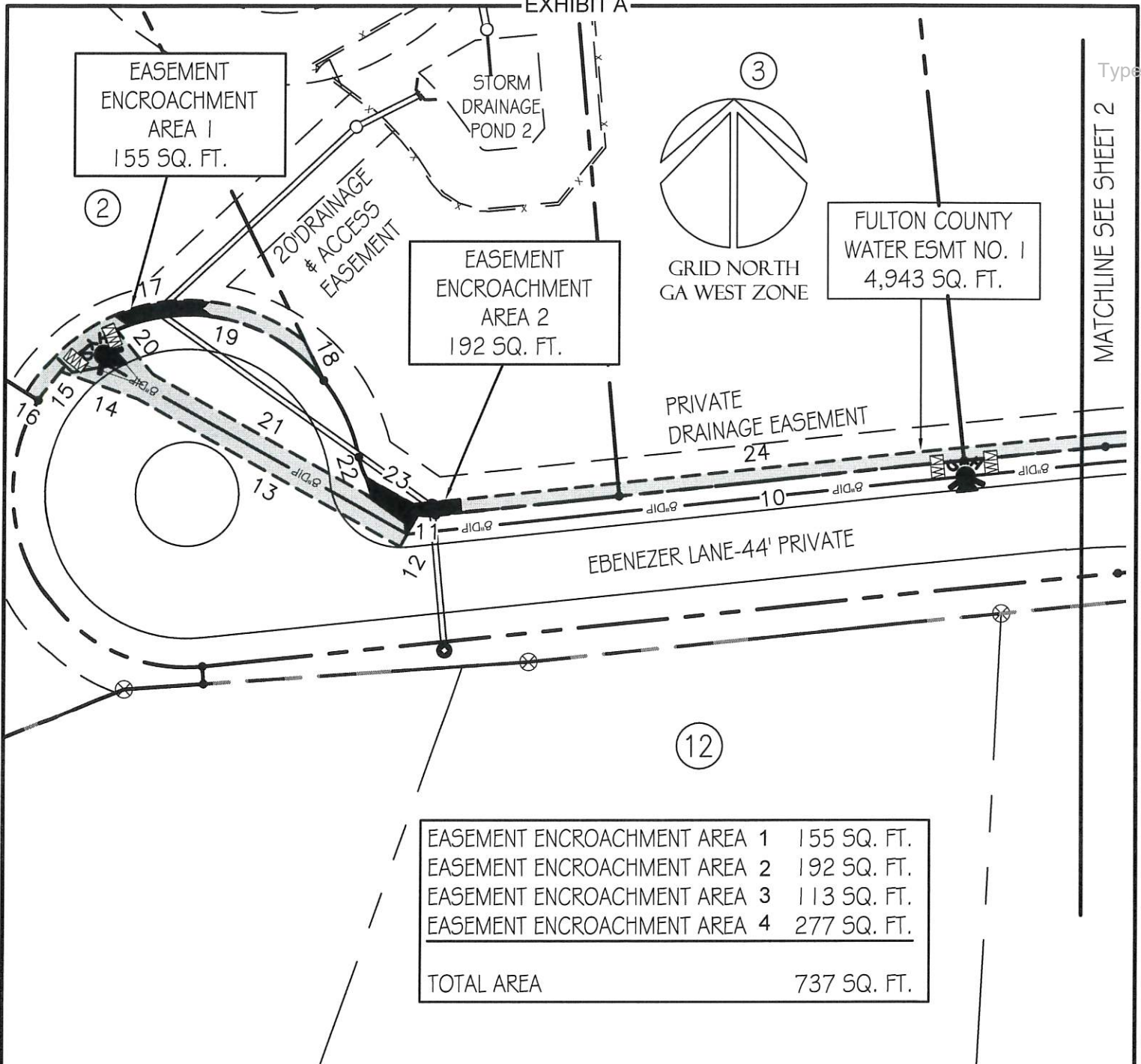
Sandy Springs, GA 30328

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



SHEET 1 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

Bowman

Bowman Consulting Group, Ltd.
4174 Silver Peak Parkway
Suwanee, GA 30024

Phone: (770) 932-6550
Fax: (770) 932-6551
www.bowmanconsulting.com

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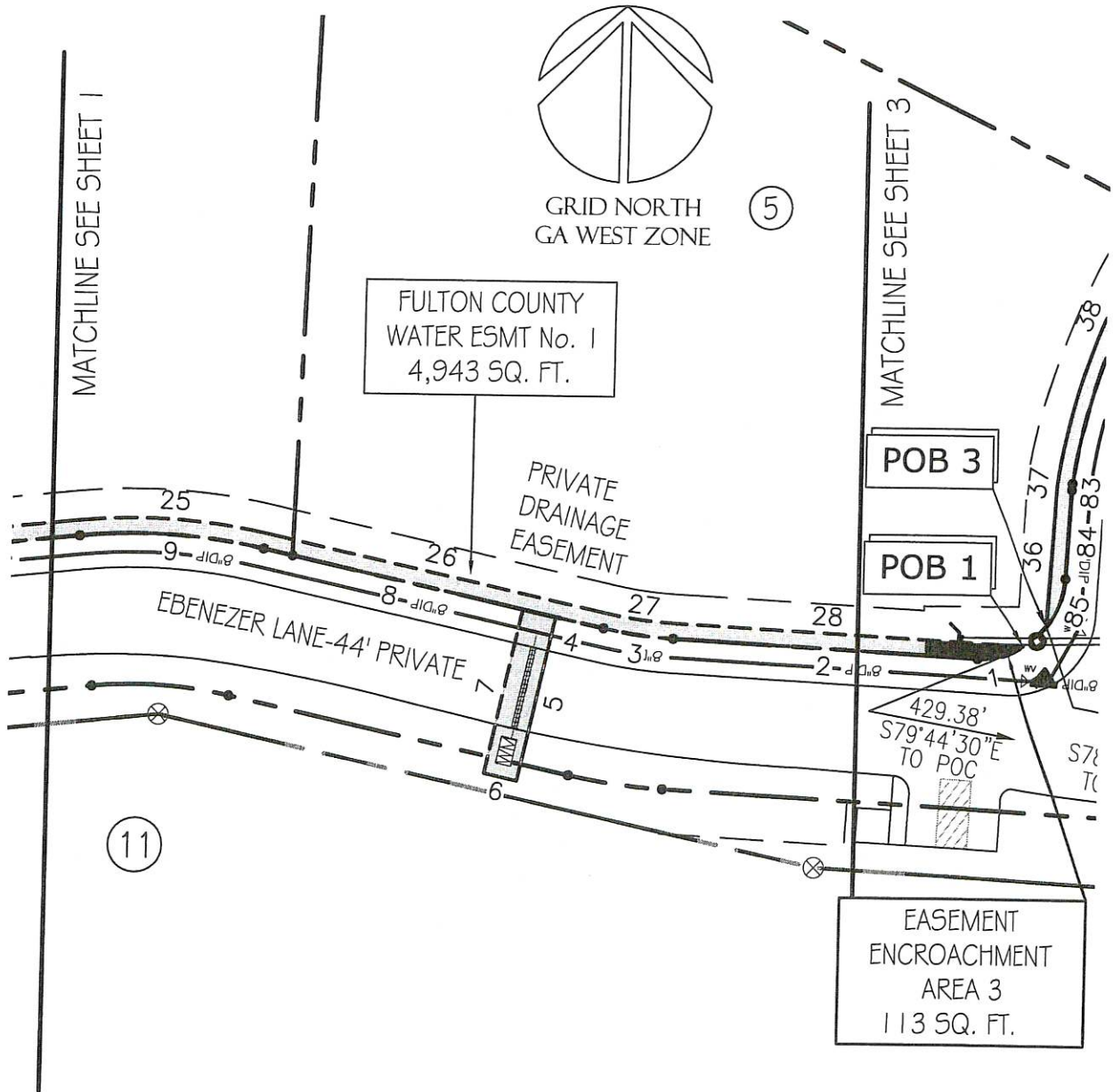
BCG PROJECT NO: 200031-01-001

EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA





SHEET 2 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

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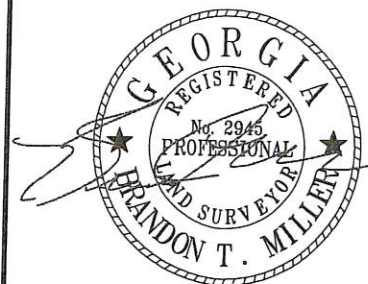
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BCG PROJECT NO: 200031-01-001

EASEMENT ENCROACHMENT EXHIBIT

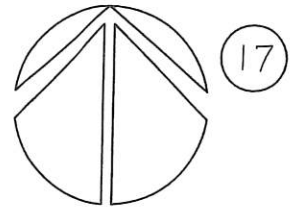
ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA



MATCHLINE SEE SHEET 4

FULTON COUNTY
WATER ESMT No. 3
9,900 SQ. FT.



GRID NORTH
GA WEST ZONE

PRIVATE
DRAINAGE
EASEMENT

WOOD FERN WAY - PRIVATE

PRIVATE
DRAINAGE
EASEMENT

FULTON COUNTY
WATER ESMT No. 2
747 SQ. FT.

MATCHLINE SEE SHEET 2

POB 3

POB 1

POB 2

363.70'
S78°31'09"E
TO POC

429.38'
S79°44'30"E
TO POC

424.07'
S78°48'24"E
TO POC

P.O.C.

N:1490758.90
E:2229683.11

1"OTP
FOUND

SHEET 3 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

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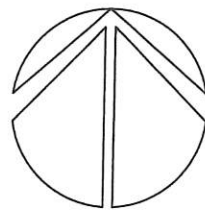
BCG PROJECT NO: 200031-01-001

EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA





GRID NORTH
GA WEST ZONE

15

WOOD FERN WAY - PRIVATE

MATCHLINE SEE SHEET 5

FULTON COUNTY
WATER ESMT NO. 3
9,900 SQ. FT.

8

7

PRIVATE
DRAINAGE
EASEMENT

MATCHLINE SEE SHEET 3

SHEET 4 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P:\2021\0422\SURVEY\SEWER EASEMENT.dwg

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Suwanee, GA 30024

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BCG PROJECT NO: 200031-01-001

EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA



GRID NORTH PRIVATE
GA WEST ZONE DRAINAGE
EASEMENT

MATCHLINE SEE SHEET 6

PRIVATE
DRAINAGE EASEMENT

WOOD FERN WAY - PRIVATE

PRIVATE
DRAINAGE
EASEMENT

FULTON COUNTY
WATER ESMT NO. 3
9,900 SQ. FT.

10

⑨

STREAM
(UT-2)

BY: AMW

CHK: BTM

Bowman

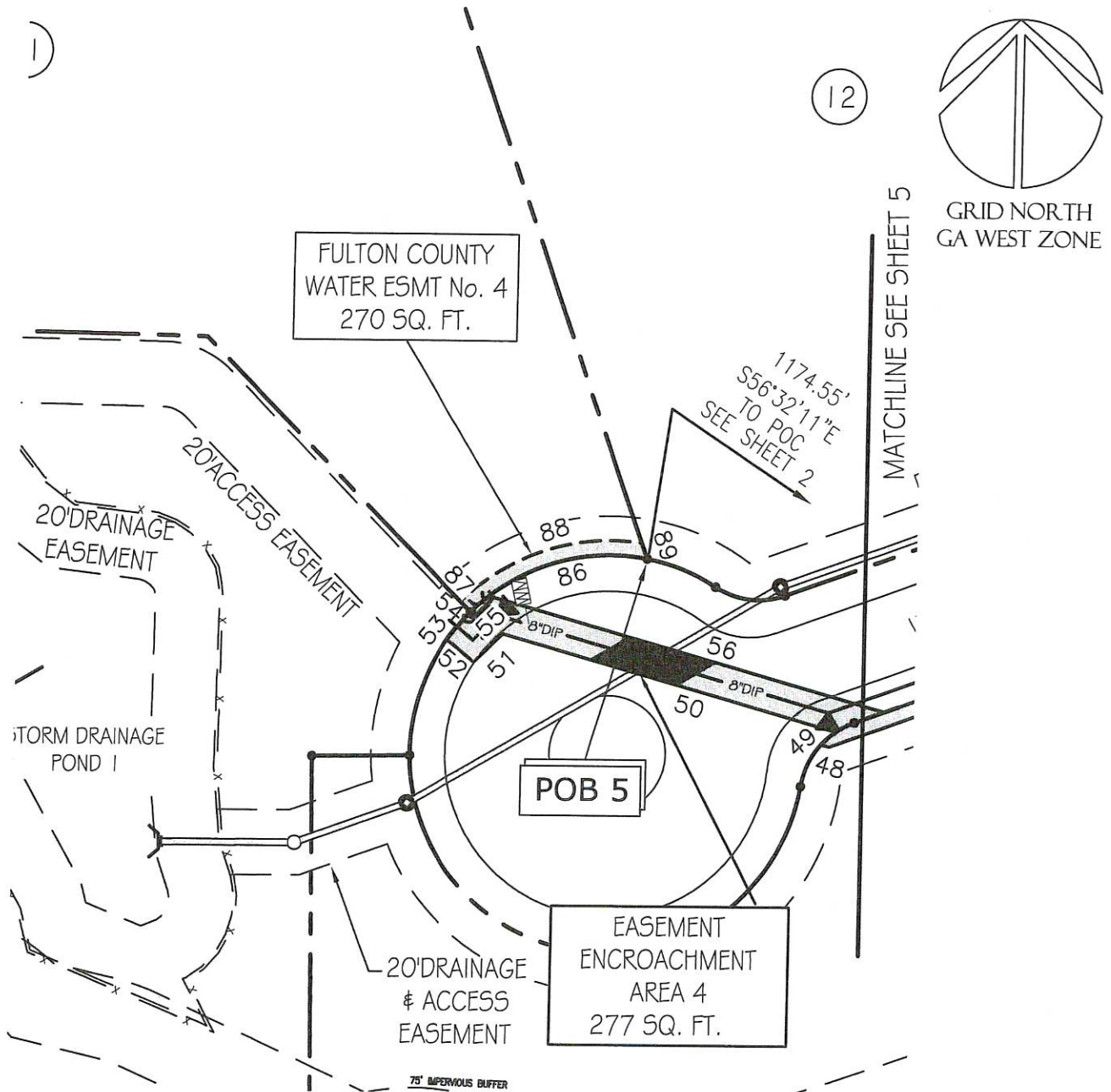
Phone: (770) 932-6550
Fax: (770) 932-6551
www.bowmanconsulting.com

BCG PROJECT NO: 200031-01-001

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA





SHEET 6 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

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EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
1	25.00'	15.23'	15.00'	S 75°35'19" W
2			90.00'	N 86°57'14" W
3	128.00'	20.79'	20.77'	N 82°18'04" W
4			14.32'	N 77°38'54" W
5			49.00'	S 12°21'06" W
6			10.00'	N 77°38'54" W
7			49.00'	N 12°21'06" E
8			78.80'	N 77°38'54" W
9	172.00'	54.60'	54.37'	N 86°44'32" W
10			234.53'	S 84°09'50" W
11	25.00'	6.32'	6.30'	N 88°35'44" W
12			12.68'	S 29°04'53" W
13			105.17'	N 60°55'07" W
14			28.92'	N 71°01'16" W
15	61.00'	12.46'	12.44'	S 36°52'55" W
16			5.00'	N 58°58'16" W
17	66.00'	111.76'	98.88'	N 79°32'19" E
18			15.30'	S 26°27'43" E
19	61.00'	80.05'	74.43'	N 76°27'43" W
20			19.81'	S 39°51'05" E
21			87.86'	S 60°55'07" E
22			7.30'	N 17°40'41" W
23			18.99'	S 60°55'07" E
24			242.03'	N 84°09'50" E
25	176.50'	56.03'	55.79'	S 86°44'32" E
26			103.12'	S 77°38'54" E
27	123.50'	20.06'	20.04'	S 82°18'04" E
28			104.31'	S 86°57'14" E
29	176.50'	71.62'	71.13'	S 79°53'09" E
30			103.71'	S 68°15'41" E
31	123.50'	4.16'	4.16'	S 69°13'35" E
32			16.99'	N 83°51'52" W
33			91.50'	N 68°15'41" W
34	172.00'	56.59'	56.34'	N 77°41'13" W
35	25.00'	14.30'	14.11'	N 70°43'28" W
36			40.30'	N 03°02'46" E
37	26.50'	2.31'	2.31'	N 05°32'40" E
38	176.50'	96.36'	95.17'	N 23°40'59" E
39			116.99'	N 39°19'23" E
40	223.50'	150.44'	147.61'	N 20°02'25" E
41			44.33'	N 00°45'27" E
42	123.50'	150.88'	141.67'	N 34°14'33" W
43			90.10'	N 69°14'33" W
44	223.50'	84.28'	83.78'	N 80°02'44" W
45			252.33'	S 89°09'04" W

SHEET 7 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

Bowman

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Suwanee, GA 30024

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EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA



46	123.50'	40.49'	40.31'	S 79°45'32" W
47			141.85'	S 70°21'59" W
48			2.56'	N 74°18'49" W
49	25.00'	5.98'	5.97'	N 48°46'45" E
50			107.91'	N 74°18'49" W
51			12.41'	S 45°02'35" W
52			10.82'	N 50°37'59" W
53	61.00'	10.01'	10.00'	N 39°22'01" E
54			1.77'	S 50°37'59" E
55			9.20'	N 45°02'35" E
56			126.45'	S 74°18'49" E
57			122.26'	N 70°21'59" E
58	128.00'	0.74'	0.74'	N 70°31'52" E
59			44.06'	N 15°56'43" W
60			15.00'	N 74°03'17" E
61			44.06'	S 15°56'43" E
62	128.00'	26.22'	26.18'	N 83°16'57" E
63			252.33'	N 89°09'04" E
64	228.00'	85.98'	85.47'	S 80°02'44" E
65			30.56'	S 69°14'33" E
66			57.00'	N 20°45'27" E
67			20.00'	S 69°14'33" E
68			57.00'	S 20°45'27" W
69			39.54'	S 69°14'33" E
70	128.00'	143.03'	135.71'	S 37°13'47" E
71			44.18'	S 89°14'33" E
72			15.01'	S 01°12'57" E
73			44.00'	N 89°14'33" W
74			42.65'	S 00°45'27" W
75	228.00'	153.47'	150.59'	S 20°02'25" W
76			21.18'	S 39°19'23" W
77			36.83'	S 39°19'23" W
78			43.95'	S 50°40'37" E
79			15.00'	S 39°07'30" W
80			44.00'	N 50°40'37" W
81			43.99'	S 39°19'23" W
82	172.00'	93.90'	92.74'	S 23°40'59" W
83	22.00'	1.92'	1.92'	S 05°32'40" W
84			25.99'	S 03°02'46" W
85	25.00'	15.23'	15.00'	S 20°30'14" W
86	61.00'	59.08'	56.80'	S 72°47'29" W
87			4.50'	N 44°57'25" W
88	65.50'	60.86'	58.69'	N 71°39'35" E
89			5.15'	S 19°38'01" E

SHEET 8 OF 8

BY: AMW

SCALE: 1" = 50'

CHK: BTM

DWG: P: \2021\0422\SURVEY\SEWER EASEMENT.dwg

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EASEMENT ENCROACHMENT EXHIBIT

ON THE PROPERTY OF
RIDGE AT
SWEET APPLE

LAND LOT 1074
2nd DISTRICT
2nd SECTION
CITY OF MILTON
FULTON COUNTY
GEORGIA





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0510

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 3,966 square feet to Fulton County, Georgia, from Nat E. Lewis for the purpose of constructing the 190 Canton Street Project at 184 Canton Street, Alpharetta, Georgia 30009.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed 190 Canton Street Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 3,966 square feet and is located in Land Lot 1252 of the 2nd District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of the record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : 190 Canton Street
Tax Parcel Identification No.: 22 482212520948
Land Disturbance Permit No.: WRN23-066
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT (Individual Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3rd day of June, 2024, between
Nat E. Lewis of said state and county, party of the
first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the
second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the
receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the
construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject
property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns
the right, title, and privilege of easements through subject property located in Land Lot(s) 1252,
2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as
follows: To wit:

190 Canton Street

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction,
access, maintenance and upgrade of a sewer line through my property according to the location and size of said

sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby conveys (convey) and relinquishes (relinquish) to FULTON COUNTY a right of access over Grantor's (Grantors') remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said sewer line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

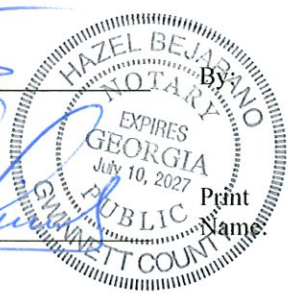
Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her (their) hand(s) and seal(s) on the day and year first above written.

Signed, sealed and delivered this 3rd
day of June, 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



[Signature] (L.S.)

Nat E. Lewis (L.S.)

[NOTARIAL SEAL]

Signed, sealed and delivered this _____
day of _____, 20 _____
in the presence of:

Witness

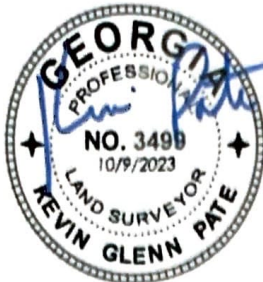
Notary Public

[NOTARIAL SEAL]

By: _____ (L.S.)

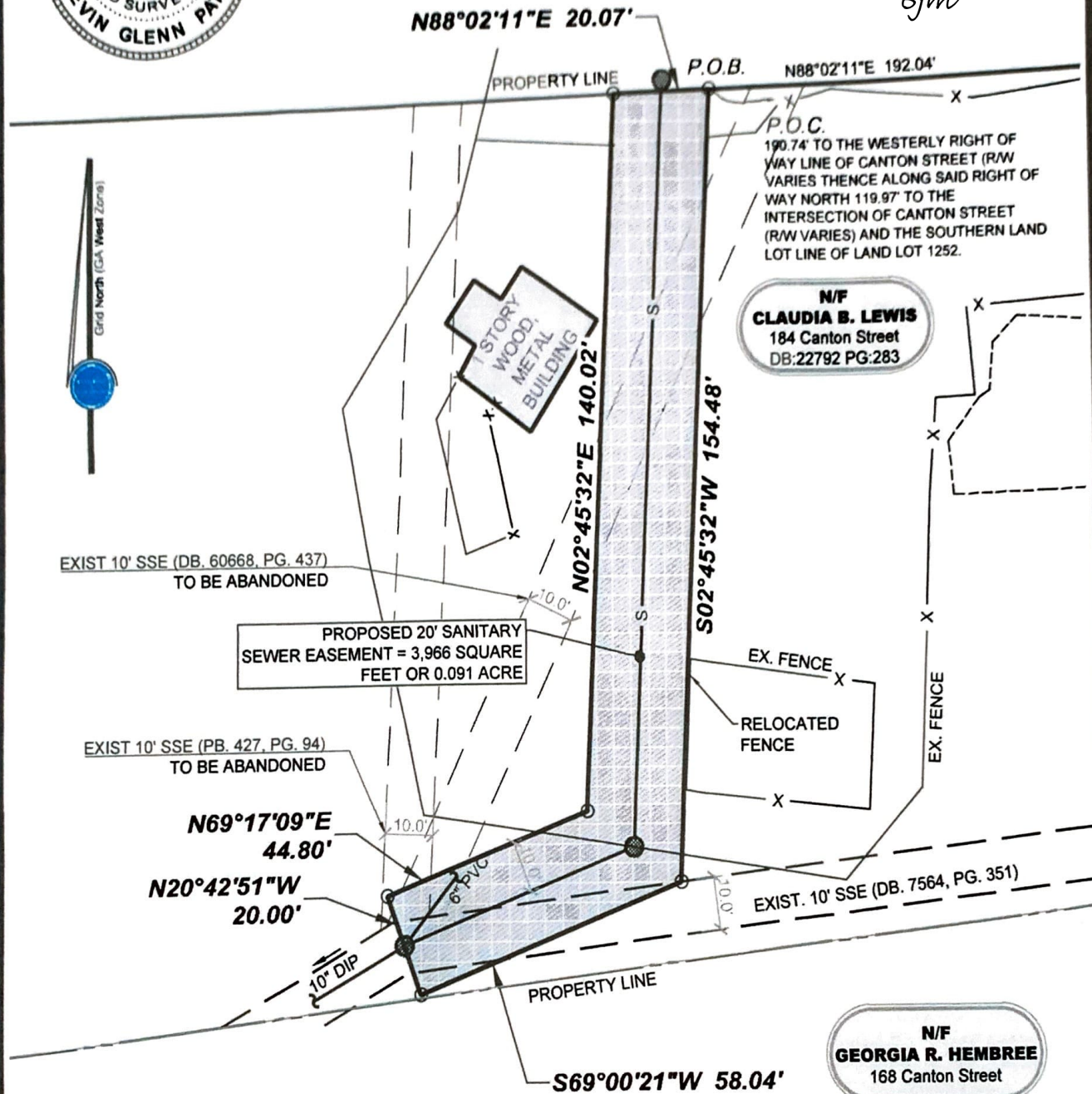
Print Name: _____ (L.S.)

Exhibit "A" pg 1. Sewer Easement



N/F
BROWN RITA
190 Canton Street
DB:60218 PG:114

4/18/2024
Bjm



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

Certificate of
Authorization Number 613

SANITARY SEWER EASEMENT EXHIBIT

190 CANTON STREET

AUTHORIZED BY: SIX TWENTY EIGHT VENTURES LLC

LAND LOT 1252 - 2ND DISTRICT
CITY OF ALPHARETTA - FULTON COUNTY - GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 10/9/2023

FIELD DATE: N/A

SCALE: 1" = 30'

JN: 1-22-0345.599.3

FN: 101-A-2401

DRAWN BY: TCW

SHEET NO: 1 of 1

DESCRIPTION OF

20' Sanitary Sewer Easement Exhibit

All that tract or parcel of land lying and being in Land Lot 1252 of the 2nd District, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of Canton Street (right of way varies) and the southern land lot line of land lot 1252 proceed along the westerly right of way line of Canton Street (right of way varies) South 119.97 feet to a point: **THENCE** leaving said right of way line South 88 degrees 02 minutes 11 seconds West a distance of 190.74 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** South 02 degrees 45 minutes 32 seconds West a distance of 154.48 feet to a point; **THENCE** South 69 degrees 00 minutes 21 seconds West a distance of 58.04 feet to a point; **THENCE** North 20 degrees 42 minutes 51 seconds West a distance of 20.00 feet to a point; **THENCE** North 69 degrees 17 minutes 09 seconds East a distance of 44.80 feet to a point; **THENCE** North 02 degrees 45 minutes 32 seconds East a distance of 140.02 feet to a point; **THENCE** North 88 degrees 02 minutes 11 seconds East a distance of 20.07 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 3,966 square feet or 0.091 acre.

The above described property is shown on a Sanitary Sewer Easement Exhibit for Six Twenty Eight Ventures LLC, dated 10-9-2023, prepared by Travis Pruitt and Associates, Inc. Survey File Number (101-A-2401).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0513

Meeting Date: 8/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing "Top 20 Best County for Economic Development Week." **(Pitts/BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0516

Meeting Date: 8/7/2024

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution adopting the 2024 Millage Rates for the General fund, General Obligation Bond Fund, and the Fulton Industrial District Fund, as well as the 2024 Fulton County Board of Education millage rate.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A 36-81-5; O.C.G.A 48-5-32; O.C.G.A 48-5-32-1 and O.C.G.A 48-5-310

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Finance Department recommends approval of the attached Resolution which includes the County's 2024 General Fund, Bond Fund, and Special Service District - Fulton Industrial District millage rates. Per statute, the Fulton County Board of Education recommends a 2024 millage rate of 17.080 to the Board of Commissioners (BOC) who in turn approve the recommended rates, perfunctorily. The Fulton County Board of Education adopted their final millage rate on August 6, 2024.

Listed below are the proposed millage rates for 2024 and actual rates for the last two years:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Change</u>
General Fund	8.870	8.870	8.870	0.000
Bond Fund	0.200	0.180	0.170	(0.010)
Fulton Industrial Dist.	9.550	9.340	9.410	0.070

The Board previously approved Item 24-0431 on June 26, 2024 that authorized a proposed millage rate, advertisement of the 5-year levy ad, set the public hearing dates, authorized the Chair to sign the Pending Appeals for Properties Other than Public Utilities form, and authorized the County Attorney to petition the Superior Court of Fulton County for immediate and temporary collection of 2024 taxes, if it becomes necessary. Two of the three required public hearings were held at the regular meeting of the Board of Commissioners on July 10, 2024 at 10:00 a.m., a special called meeting at 6 p.m. on July 10, 2024, and the final public hearing is being held at the first meeting on August 7, 2024 at 10:00 a.m. in the Assembly Hall, located at 141 Pryor Street, SW, Atlanta, GA 30303 and via video conferencing accessible via the Fulton County website at www.fultoncountyga.gov or were accessed electronically via the following web addresses for the public hearing dates below:

July 10, 2024 - 10 a.m. meeting - https://zoom.us/webinar/register/WN_CgXtI_KjS1O_0vVs9lub3g

July 10, 2024 - 6 p.m. meeting -<https://zoom.us/j/92776019608?pwd=mbbXsTN3bDIH9dpNrQDS04DfMIfGeP.1>

August 7, 2024 - <https://zoom.us/j/96836327417?pwd=cVd5MG1ONEVsL2FjYXJBZEhUSUJvZz09>

Community Impact:**Department Recommendation:****Project Implications:****Community Issues/Concerns:****Department Issues/Concerns:****Fiscal Impact / Funding Source****Funding Line 1:**

n/a

FULTON COUNTY, GEORGIA
TAX RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY and it is hereby ordered by the same that there is hereby levied on all property in Fulton County subject to taxation, an ad valorem tax for the year 2024 for the following purposes and in the specific amounts, the same being levied and to be collected for County purposes (except educational purposes, Fulton County School District bonded debt purposes and Fulton Industrial District purposes for which separate levies are made) as provided by law:

PART I

COUNTY-WIDE TAX LEVY

WHEREAS, there was levied and collected in Fulton County during the year 2024, a joint sales and use tax in accordance with the provisions of Official Code of Georgia Annotated Title 48, Chapter 8, Article 2, and

WHEREAS, such provisions of law requires an annual adjustment of the millage rate for ad valorem taxation of tangible property within Fulton County,

NOW THEREFORE, the following determinations are hereby made by the Board of Commissioners of Fulton County:

Rate Per
\$1,000

1. Millage rate necessary to produce revenue from taxation of tangible property within Fulton County which when combined with other revenues reasonably expected to be received by Fulton County other than revenue derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 8, Article 2, would produce revenues to defray the expenses of Fulton County for the year 2024..... 9.059
2. LESS, millage rate which if levied against the tangible property within Fulton County would produce an amount equal to the distribution of the proceeds of the tax imposed by O.C.G.A Title 48, Chapter 8, Article 2, \$17,413,735 which were received by Fulton County during the year 2023 (.189)

1
2 Net Millage..... 8.870

3
4 NOW THEREFORE, IT IS FURTHER RESOLVED by the Board of Commissioners of
5 Fulton County that in accordance with the above determination there is hereby levied on the
6 assessed value of all property in Fulton County subject to taxation, an ad valorem tax for general
7 County operating purposes and as a sinking fund for the retirement of principal and payment of
8 interests on voter approved bonded indebtedness (except educational purposes, Fulton County
9 School District bonded debt purposes and Fulton Industrial District purposes for which separate
10 levies are made) and for such tax to be assessed, levied and collected for the year at the rate
11 indicated below:

12
13
14
15

	Rate Per \$1,000
16 For general County purposes.....	8.870
17	
18 For the payment of principal and interest on voter approved	
19 bonded indebtedness of the County, lawfully incurred.....	<u>.170</u>
20	
21 Total.....	9.040

22

23
24 **PART II**
SCHOOL TAX LEVY
25

26 WHEREAS, on August 6, 2024, pursuant to Article VIII, Section VI, and Article
27 IX, Section V, of the Constitution of Georgia, and pursuant to the referendum election held
28 on January 20, 1956, the Fulton County Board of Education passed the following
29 resolution:

30 **OPERATION OF SCHOOLS** – Special District Levy

31 BE IT RESOLVED that, the County Commissioners of Fulton County be requested
32 to levy for the year 2024 a tax of 17.080 mills upon the dollar of the assessed value of all
33 taxable property in Fulton County, outside the City of Atlanta, for the support and
34 maintenance of public schools, public education, and activities necessary or incidental

thereto, including school lunches.

SCHOOL BONDS – Special District Levy

BE IT FURTHER RESOLVED that the County Commissioners of Fulton County be requested to levy for the year 2024 a tax of 0.0 mills upon the dollar of the assessed value of all taxable property in Fulton County, outside the City of Atlanta, as a sinking fund for the retirement of principal and payment of interests on bonds issued by the Fulton County School District.

(a) Operation of Schools – Special District Levy

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County that pursuant to Article VIII, Section VI, Paragraph I, of the Constitution of Georgia, there is hereby levied for the year 2024 for the support of public schools under the control of Fulton County Board of Education a tax of 17.080 mills on the dollar of all taxable property in the County outside the City of Atlanta.

(b) School Bonds – Special District Levy

BE IT FURTHER RESOLVED and it is hereby ordered that there is hereby levied a tax of 0 mills on the dollar of all taxable property of the County outside the City of Atlanta for the year 2024 as a sinking fund for the retirement of principal and payment of interest on bonds issued by the Fulton County School District.

	<u>Rate Per</u> <u>\$1,000</u>
For Operation of Schools, Special District Levy.....	<u>17.080</u>
For School Bonds, Special District Levy.....	<u>0.000</u>
Total.....	<u>17.080</u>

PART III

SPECIAL TAX LEVY –FULTON INDUSTRIAL DISTRICT

WHEREAS, the Board of Commissioners of Fulton County have heretofore adopted a resolution on June 7, 2006, creating a South Fulton Special Services District.

NOW, THEREFORE, BE IT RESOLVED and it is hereby ordered pursuant to Article IX, Section II, Paragraph VI, of the Constitution of the State of Georgia and also an amendment to the Constitution of Georgia pertaining to Fulton County (1972 Ga. Laws, page 1481, continued by 1986 Ga. Laws, page 4430), there is hereby levied for the year 2024 a tax of 9.410 mills on the dollar of all taxable property located within said Fulton Industrial District as of January 1, 2024, to defray the cost of establishment, maintenance and operation of services in said district located in said district, said tax to be assessed, levied and collected for the year 2024, and annually thereafter, as long as said district shall remain and at the same time and in the manner other ad valorem taxes due the State and County are collected.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County and it is hereby ordered by the same that there is hereby levied upon the assessed value of all property in said Fulton Industrial District, at the

Rate Per
\$1,000

A tax of..... 9.410

Fulton County Board of Commissioners:

Robert L. Pitts
Chairman

Attest:

Tonya Grier
Clerk of the Commission

Approved as to form:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0517

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action

Request approval of a recommended proposal - Department of Real Estate and Asset Management request Board of Commissioners review and approval of action plan presented to address immediate facility needs at the Fulton County Jail.

Department

Real Estate and Asset Management

Requested Action

Request review and approval of the Jail Facility Improvement Plan and associated funding sources to address immediate and emergency elevator, kitchen and other facility needs at the Fulton County Jail and South Annex.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Review Jail Facility Improvement Plan with Board of Commissioners.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background In partnership with the Fulton County Sheriff's Office; County consultant, EMSI; and County leadership, an action plan was developed to address immediate facility needs at the Fulton County Jail and the Fulton County Jail South Annex. The identified projects covered under this request are as follows:

Item	PROJECT/TASK	COST
1	Elevator Modernization	\$1,652,000.00
2	Kitchen Equipment	\$212,302.00
3	Other Improvements	\$1,330,522.00
	TOTAL	\$3,194,824.00

Community Impact: Based on historical performance by DREAM at the Fulton County Jail facility, the Facility Improvement Plan presented should have no direct impact on the community.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the presented Facility Improvement Plan for the Fulton County Jail facility improvements.

Project Implications: The BOC approval will allow DREAM to proceed with addressing the immediate needs of the Fulton County Jail facility improvements.

Community Issues/Concerns: Maintain an effective, secure and well-maintained Fulton County Jail Facility in compliance with a laws and ordinances.

Department Issues/Concerns: Ensure the alignment of the Facility Improvement Plan presented with the BOC plan for Fulton County.

Fiscal Impact / Funding Source

Funding Line 1:

Inmate Service Unit

Funding Line 2:

TAD Facility Capital Fund

FULTON COUNTY JAIL

FULTON COUNTY JAIL Facility Improvement Plan

August 7, 2024

Agenda

- Background
- Proposed Scope & Funding
- Timeline

Background

- DREAM has led ongoing efforts with the Sheriff's Office to conduct the Jail Blitz Plan to address critical repairs in the jail housing units
- Immediate and emergency facility needs have emerged expanding beyond the scope of the Jail Blitz Plan, necessitating funding sources outside of DREAM's jail maintenance budget
- DREAM, working collaboratively with the Sheriff's Office and EMSI, have developed a Facility Improvement Plan for these immediate needs, including proposed scope and fund source
- Current updates for the Jail Blitz Plan will be provided at the August 21 BOC Meeting

Proposed Scope & Funding

- DREAM is requesting \$3.2 million to address immediate & emergency Jail needs, leveraging the TAD Facility Capital Fund & Inmate Service Unit

Scope Category	Scope Item	Estimated Cost	Proposed Fund
Elevator	Elevator Survey	\$ 52,000	TAD Facility Capital Fund
	Elevator Modernization	\$ 1,600,000	TAD Facility Capital Fund
		\$ 1,652,000	
Kitchen Equipment	Ice Machines	\$ 37,025	Inmate Service Unit
	80 gal Kettles (4)	\$ 102,227	Inmate Service Unit
	40 gal Braise / Tilt Skillet (4)	\$ 15,123	Inmate Service Unit
	72 inch Flattop Griddle	\$ 3,532	Inmate Service Unit
	F2 Freezer Door	\$ 8,100	Inmate Service Unit
	80 QT Floor Mixer	\$ 25,640	Inmate Service Unit
	Double Stack Convection Oven	\$ 14,180	Inmate Service Unit
	Food Warmers (5)	\$ 6,475	Inmate Service Unit
		\$ 212,302	
Other Improvements	Padded Cells at South Annex	\$ 260,000	TAD Facility Capital Fund
	Upgrade Fire Alarm System	\$ 723,865	TAD Facility Capital Fund
	Washers and Dryers (6)	\$ 346,657	Inmate Service Unit
		\$ 1,330,522	
	Total Improvements	\$ 3,194,824	

Timeline

- The Facility Improvement Plan will be implemented concurrently with the ongoing Jail Blitz Plan and upcoming Jail Capital Improvement Program
 - Jail Blitz Plan: Ongoing
 - Facility Improvement Plan
 - Authorization: August 2024
 - Confirm and enforce food service contract requirements: August 2024
 - Procurement: August 2024 – September 2024
 - Facility improvements: October 2024 – onward
 - Jail Capital Improvement Program
 - Procurement: July 2024 – December 2024
 - Assessment and report: January 2025 – July 2025
 - Renovations: August 2025 – onward
- The Jail Capital Improvement Program will address long-term renovation needs at the Jail and Annexes, including –
 - Major mechanical, electrical, and plumbing system upgrades
 - New roofing system
 - Life-safety and security upgrades
 - Structural improvements



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0518

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to rescind a contract - Department of Real Estate and Asset Management, 23ITB138788C-JNJ, Electronic Equipment Recycling Services with Vantage Point ITAD, Inc. (Oklahoma City, OK), to provide electronic equipment recycling services for the County. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-421, when a contract requires termination or rescission of the award, it shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request is to rescind the award for ITB 23ITB138788C-JNJ for Electronic Equipment Recycling Services. This ITB was intended to be a revenue generating contract, however, the solicitation was issued as an ITB to the lowest responsible bidder. The ITB documents have been revised and will be re-solicited as a revenue generating contract.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to rescind award.

Project Implications: This rescission of the award allows the County to move forward to obtain another contractor to provide revenue generating electronic equipment recycling services for the County.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this rescind award is not approved, the Department cannot move forward with obtaining another Contractor to provide revenue generating electronic equipment recycling services for the County.

Contract Modification N/A

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: Rescinding Contract

Prime Vendor: Vantage Point ITAD, Inc

Prime Status: Non-Minority

Location: Oklahoma City, OK

County: Oklahoma County

Prime Value: Rescinding Contract

Total Contract Value: Rescinding Contract

Total Certified Value: Rescinding Contract

Exhibits Attached

Exhibit 1: Department Recommendation Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Agenda Item No.: 24-0518

Meeting Date: 8/7/2024

Previous Adjustments: \$0.00
This Request: \$0.00
TOTAL: \$0.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director

DATE: May 15, 2024

SUBJECT: Cancellation ITB – #23ITB138788C-JAJ, Electronic
Equipment Recycling Services-FY2024

By this Memorandum we are requesting approval to cancel and Re-Bid ITB – #23ITB138788C-JNJ, Electronic Equipment Recycling Services due to this revenue generating ITB solicitation indicating the Basis of Award would be the Lowest Responsible Bidder. The ITB was not clear to the interested bidder(s) that this was a revenue generating service for the County (not referenced in the Section 1- Instruction to Bidders, 16. Basis of Award, Section 2 -Bid Form, and Section 4- Scope of Work).

We will submit a new requisition (RQN) with will revised Instruction to Bidders/Bid Form/Scope of Work and BidNet Excel Spreadsheet if necessary.

If you need additional information, please contact Harry Jordan at (404) 612-5933.

cc: Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Jakeiah Johnson, APA, Team C, Purchasing & Contract Compliance
John Adams, Administrator, DREAM
Charles Turner, Material Management Manager, DREAM
Kay Flowers, Contract Administrator, Purchasing & Contract Compliance/DREAM
Harry Jordan, Contract Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0519

Meeting Date: 8/7/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of recommended proposals - Department of Real Estate and Asset Management, 23RFP138801C-JNJ, Standby Emergency Repair and Restoration Services in the total amount not to exceed \$3,000,000.00 with (A) Complete Contracting Partners, LLC (Powder Springs, GA), in the amount of \$1,500,000.00; and (B) Full Circle Restoration & Construction Services, Inc. (Duluth, GA), in the amount of \$1,500,000.00 to provide standby emergency repair and restoration services for County facilities on an "as needed" basis. Effective upon BOC approval through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-374 all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: Provide standby emergency repair and restoration services for Fulton County facilities on an "as-needed" basis for FY2024.

Scope of Work: These contracts furnish all parts, labor, equipment, material transportation and appurtenances necessary to provide on-site emergency repair and restoration services in the event of fire, storm, water, or other accidental damage to Fulton County facilities. These services operate

on an “as needed” emergency basis.

The scope of work includes but is not limited to the repair and/or restoration of facility damage resulting from natural or man-made causes. Repair and/or restoration of life safety systems such as fire alarm systems, sprinkler systems and intrusion alarm systems which are damaged by any kind of event may be necessary. Emergency services may also be required in the event of a malfunction of building systems (i.e., heating, electrical) and must be temporarily alleviated to maintain facility operation. The contracts also provide environmental tests including air and water quality tests.

These standby restoration contracts will ensure DREAM has the means and resources to prevent prolonged interruption of services in County facilities due to unpredictable or pre-defined events such as fire, storm, water, or other incidental damage; and provides sufficient spending authority and the resources to respond quickly to prevent more extensive damage to facilities and environmental impact on operations.

These are time and materials contracts. The requested spending authority covers the cost for the equipment, materials, replacement of systems parts/components and laboring for repairs.

Community Impact: These services are necessary for the environmental health and comfort of the patrons and employees in County facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, departmental operating/capital funding as identified” adopted for FY2024.

Project Implications: The intent of these standby contracts is to provide a complete emergency disaster response, recovery and restoration services that respond immediately in case of a catastrophic situation in Fulton County facilities. The County does not have the manpower and equipment required for services of this nature.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these proposals are not approved, the County will not have the capacity, or the expertise, to perform this emergency repair and restoration service in-house.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: **\$3,000,000.00**

(A)
Contract Value: **\$1,500,000.00**

Prime Vendor: Complete Contracting Partners, LLC
Prime Status: African American Male Business Enterprise
Location: Powder Springs, GA
County: Cobb County
Prime Value: \$1,200,000.00 or 80.00%

Subcontractor: BAKOP Construction
Subcontractor Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Contract Value: \$300,000.00 or 20.00%

Total Contract Value: \$1,500,000.00 or 100.00%
Total Certified Value: \$1,500,000.00 or 100.00%

(B)
Contract Value: \$1,500,000.00

Prime Vendor: Full Circle Restoration Construction Services, Inc.
Prime Status: Non-Minority
Location: Duluth, GA
County: Gwinnett County
Prime Value: \$1,500,000.00 or 100.00%

Total Contract Value: \$1,500,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$3,000,000.00 or 100.00%
Grand Certified Value: \$1,500,000.00 or 50.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$3,000,000.00
TOTAL: \$3,000,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$3,000,000.00
This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, departmental operating/capital funding as identified” adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

Key Contract Terms	
Start Date: Upon execution of Contract	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating:

Complete Contracting Partners, LLC 88
Full Circle Restoration & Construction Services, Inc. 88

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 24-0519

Meeting Date: 8/7/2024

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

Performance Evaluation Details

ID	E10
Project	Standby Emergency Repair and Restoration Services
Project Number	20RFP127348C-CG
Supplier	Full Circle Restoration
Supplier Project Contact	John Irvine (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Full Circle have been minimal quality problems now that a new project manager was assigned to account.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

With a new Project Manager assigned to account we have noticed a n improved commitment and timeliness of performance has improved greatly.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Full Circle has demonstrated an outstanding performance level that justifies adding a point to the score due to their commitment and dependability to support Fulton County during first quarter and second quarter while we overcome Cyber Attack and system wer down and we could provide payments they worked with us in spite of having outstanding invoices.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

All User Departments where mitigation and repair work were necessary due to floods and mold issues were completely satisfied with the swift response and turn around to correct environmental issues.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Full Circle were very mindful of contract pricing and minor discrepancies identified and resolved quickly.

GENERAL COMMENTS

Comments

Overall, Full Circle has proved to be a very capable and reliable partner that have [proved very capable when there were needs for restoration and repair.

Performance Evaluation Details

ID	E10
Project	Standby Emergency Repair and Restoration Services
Project Number	20RFP127348C-CG
Supplier	Complete Contracting Partners LLC
Supplier Project Contact	Quincy Collins (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Contractor has demonstrated excellent performance level and quality with all performance /specification requirements met, with minimal, quality problems.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

There are no delays that contractor could control, this contractor during evaluation period has exceeded the agreed upon time scheduled.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

During this evaluation period, Complete contracting partner has demonstrated outstanding performance level that justifies adding a point to score because they have responded multiple times on short notice and complete task timely to prevent business interruptions.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Complete Contracting Partners has communicated routinely with User Departments, professionally and responsive to need of user Departments request for information.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Complete Contracting Partners has no cost discrepancies identified by User Departments that required explanation. They have been compliant with contract pricing and invoice submission met.

GENERAL COMMENTS

Comments

Overall, this evaluation period Fulton County has been overly satisfied with work and patience during Cyber Security Attack creating issues when software and computers along Accounts payable was not capable of processing invoices and payment.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: July 30, 2024

PROJECT: 23RFP138810C-JNJ, Standby Emergency Repair & Restoration Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Real Estate and Asset Management.

Six (6) qualified firms submitted proposals for evaluation and consideration for award of the Standby Emergency Repair and Restoration project:

1. Above All Cleaning & Restoration, LLC
2. Belfor Property Restoration
3. Complete Contracting Partners, LLC
4. Full Circle Restoration
5. Northern
6. Wilpro Enterprises, Inc. dba Servpro

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the top two (2) proposals submitted by Complete Contracting Partners, LLC (72.25%) and Full Circle Restoration with a total score of (68.41%), is the recommended vendors for the award of 23RFP138810C-JNJ, Standby Emergency Repair and Restoration Services.

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

John W. Adams

John Adams, Administrator DREAM

Willie Perryman

Willie Perryman, Building Maintenance Manager
for Greater Fulton, DREAM

Vijay Nair

Vijay Nair, Building Maintenance Manager for Central
Fulton County, DREAM

Evaluation Committee Recommendation Letter

July 30, 2024

Page

EVALUATION CRITERIA	WEIGHT	Above All Cleaning & Restoration	Belfor Property Restoration	Complete Contracting Partners, LLC	Full Circle Restoration	Northern	Wilpro Enterprises dba Servpro
Executive Summary/Project Plan/Approach to Work	30	17.50	27.50	17.50	25.00	22.50	17.50
Qualification of Key Personnel							
	15	5.00	10.00	11.25	10.00	8.75	10.00
Relevant Project Experience/Past Performance	15	6.25	11.25	13.75	13.75	7.50	8.75
Availability of Key Personnel							
	13	7.58	8.67	9.75	9.75	5.42	7.58
Local Preference	5	0	0	0	0	0	0
Service Disabled Veterans Preference	2	0	0	0	0	0	0
Cost Proposal	20	8.25	8.23	20.00	9.91	10.57	12.01
TOTAL SCORE:	100	44.58	65.65	72.25	68.41	54.74	55.84

*To sum Total Score columns highlight the row and press F9



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0520

Meeting Date: 8/7/2024

Department

Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to modify an amendment to Policy 320-16, Outside Employment Policy.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to the Fulton County Civil Service Act of 1982 (Section 3, Paragraph 1 - Powers, duties, and responsibilities) and Section 001-16 (General Provisions) of the Fulton County Policies, any additions, rescissions and/or amendments to the Personnel Policies must be approved by the Board of Commissioners.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: These revisions are proposed to ensure that the County's Outside Employment Policy is consistent with the County Ethics Code and applicable law, which permit employees to engage in private, economic, and other interests, except where a conflict of interest situation would result. Accordingly, the revisions limit the definition of prohibited outside employment to outside employment which involves an actual or perceived conflict of interest.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no departmental issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

n/a



PERSONNEL POLICY

SUBJECT: OUTSIDE EMPLOYMENT

DATE: TBD, 2024

Number: 320-16

I. Statement of the Policy

Fulton County respects each employee's right to engage in activities outside of employment that are of a personal or private nature. Fulton County also understands that employees may want or need to hold additional jobs outside of their employment with Fulton County. Therefore, it is the policy of Fulton County to permit employees to engage in outside employment and hold other jobs provided that work-related activities do not create an actual or perceived conflict of interest, as defined in the Fulton County Code of Ethics. Employees that engage in outside employment that creates an actual or perceived conflict of interest shall be subject to appropriate disciplinary action, up to and including termination of employment, and may face sanctions as determined by the Fulton County Board of Ethics. In addition, Fulton County expects that any outside employment and related activities will be secondary to the employee's job duties for Fulton County and that no employee shall engage in outside employment activities during their normal work hours for Fulton County.

II. Factual Findings

The purpose of this policy is to prevent actual or perceived conflicts of interest between an employee's official duties and any outside employment. Specifically, the following facts exist:

- (1) Both the Georgia Constitution and state law recognize the principle that persons in government service should avoid conflicts of interest;
- (2) The Fulton County Code of Ethics requires officers and employees to avoid conflicts of interest and the appearance thereof; and
- (3) The disclosure of outside employment serves as a safeguard from the inadvertent engagement in activities that may be considered a conflict of interest, thereby protecting the reputation of Fulton County, its employees and officials, and the integrity of their actions.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

III. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



PERSONNEL POLICY

SUBJECT: OUTSIDE EMPLOYMENT

DATE: TBD, 2024

Number: 320-16

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0521

Meeting Date: 8/7/2024

Department

Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval for Fulton County Information Technology to utilize cooperative purchasing, City of Atlanta Contract, SP-S/DAIM/2210-1230127, On-Call IT Services, in an amount not to exceed \$1,200,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA). Effective August 12, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

FCIT has challenges with attrition and quickly staffing critical positions which leads to infrastructure and operational stability issues. To resolve these issues, FCIT is seeking to partner with uWork.com, Inc. to augment its talent pool and completion of project related work.

Scope of Work: Immediate acquisition of critical resources to address risks and negative impact as well as a staffing model needed to support Fulton County IT services and operations. The critical resources are listed below:

1. Database Architect
2. Web Systems Engineer/Senior Intranet Specialist
3. Applications Support (Analyst or Engineer)
4. Datacenter Operations Engineer
5. Network Engineer
6. Storage and Compute Engineer/Systems Engineer
7. Endpoint Support Engineer
8. Program Project Manager
9. Business Analyst
10. Vendor Relationship Manager
11. Training Coordinator

Additionally, this scope includes project related work that must adhere to the statement of work requirements in the contract referenced below:

Requirements for Statements of Work

Each SOW must, at a minimum, set forth the following:

- Hours, schedule, location of workplace
- Clearly defined milestones and deliverables (services) to be provided by Contractor
- FCIT requirement for reporting requirements
- Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by FCIT)
- Applicable technical standards required
- FCIT policies and procedures
- Applicable project or implementation schedule for the deliverable and services
- Evaluation, testing, and acceptance requirements
- Project Budget (Cost of the deliverables/services per product and pricing schedule, and payment based milestones)
- Position title and name of IT professional(s) performing under SOW
- Support and maintenance obligations, if required
- Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.

Community Impact: None

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: This contract will ensure continuity of IT operations.

Community Issues/Concerns: No community issues or concerns

Agenda Item No.: 24-0521

Meeting Date: 8/7/2024

Department Issues/Concerns: There are no department concerns with this request.

Contract Modification: New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Click or tap here to enter text.

Exhibits Attached:

Exhibit 1: Copy of City of Atlanta Contract

Exhibit 2: Authorizing Resolution

Exhibit 3: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$1,200,000.00
TOTAL:	\$1,200,000.00

Grant Information Summary

Amount Requested:	☐	Cash
Match Required:	☐	In-Kind
Start Date:	☐	Approval to Award
End Date:	☐	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

100-220-2205-1160: General, Information Technology, Professional Services

Key Contract Terms

Agenda Item No.: 24-0521

Meeting Date: 8/7/2024

Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment :	Renewal/Extension Terms :

OVERALL Contractor Performance Rating : 100

Would you select/recommend this vendor again?

Yes.

Report Period Start: 4/1/2024	Report Period End: 8/30/24
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CONTRACT FOR

SP-S/DAIM/2210-1230127, Covendis On-Call IT Services



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Jason Sankey
Chief Information Officer
Department of Atlanta Information Management**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

**Covendis On-Call IT Services
Special Procurement Agreement, SP-S/DAIM/2210-1230127**

Contract Name: Covendis On-Call IT Services	Contract No. SP-S/DAIM/2210-1230127
Service Provider Name: uWork.com, Inc. d/b/a Covendis Technologies, Inc.	City of Atlanta Using Agency: Department of Atlanta Information Management
Address: 200 Walker Street, SW, Suite B Atlanta, GA 30313	Address: 55 Trinity Avenue Atlanta, GA 30303
Phone: 770-903-9990	Phone: 404-546-7822
Email: Sarah.loftus@covendis.com	Email: tneely@atlantaga.gov
Authorized Representative: Sarah Loftus	Authorized Representative: Tameka Neely-Dudley

This Special Procurement Agreement, SP-S/DAIM/2210-1230127, Covendis On-Call It Services (“**Agreement**”) between the City of Atlanta (the “**City**”), a Georgia Municipal Corporation, and uWork.com, Inc. d/b/a Covendis Technologies, Inc. (“**Service Provider**”) is entered into and effective on this 12th day of August 2022 (“**Effective Date**”). The City and Service Provider may be collectively referred to as the “**Parties**” or individually as a “**Party**.”

WHEREAS, pursuant to City of Atlanta Code of Ordinances § 2-1191.1, the Chief Procurement Officer is authorized for the purchase of the IT vendor managed services for end-to-end web-based technology solution from Service Provider on behalf of the City’s Department of Atlanta Information Management (“**DAIM**”); and

WHEREAS, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within **Exhibit A** of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Interpretation.

- 1.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
4. Exhibit A.2 - Task Orders (*Not Applicable*)
5. Exhibit B – Definitions
6. Exhibit C – Legislation
7. Exhibit D - City Security Policies
8. Exhibit E - Dispute Resolution Procedures
9. Exhibit F – Additional Contract Documents
- Designation Memo
- Appendix A - Office of Contract Compliance Requirements (*Not Applicable*)
- Appendix B - Insurance and Bonding Requirements

2. Term.

- 2.1. Initial Term. The initial term of this Agreement will be one (1) years. This Agreement shall commence on the Effective Date and end on August 11, 2023. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".
- 2.2. Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:
- 2.2.1. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the Term. The legislation will establish the date of such renewal;
 - 2.2.2. If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

4. Services.

- 4.1. Description of Services. City desires to obtain from Service Provider the services described generally on **Exhibit A** attached, and if applicable, as may be further described on any and all work orders issued by the City pursuant to Section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services").
- 4.2. Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.
- 4.3. Quantity of Services. City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

5. Funding.

- 5.1 The total amount of payments by City under this Agreement shall not exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00) during the first year of this Agreement is effective. For each subsequent year of this Agreement, City shall provide written notice to Service Provider of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount").
- 5.2 In addition, in the event Task Orders are applicable, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

6. Task Orders.

- 6.1. Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.
- 6.2. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and

payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

7. Change Documents.

- 7.1. This section will govern changes to the Agreement, or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspect of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.
- 7.2. Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:
 - (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;
 - (b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and
 - (c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.
- 7.3. Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.
- 7.4. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

7.5. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

7.6. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

7.6.1. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.7. Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. Service Provider's Obligations.

8.1. Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

8.2. Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page I of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

- 8.3. Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.
- 8.4. Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. In the event Service Provider is approved to subcontract any of the Services, Service Provider shall: (i) remain responsible for the performance of Services by the Key Subcontractor; (ii) remain City's sole point of contact for the Services; and (iii) be solely responsible for the payment of any Key Subcontractor.
- 8.5. Removal or Substitution of Service Provider Personnel. Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death of such Service Provider Personnel during the Term of this Agreement; or. (ii) such Service Provider Personnel has engaged in willful misconduct or has committed a material breach of this Agreement, in which case removal shall be effectuated by Service Provider immediately after Service Provider becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) days after Service Provider's receipt of notice from City that the continued assignment of any Service Provider Personnel under this Agreement is not in the best interests of City, Service Provider shall immediately remove such Service Provider Personnel.
- 8.6. Replacement of Service Provider Personnel. Following any removal of Service Provider Personnel, Service Provider will within fifteen (15) days identify in writing to the City, a suitable replacement for immediate assignment under this Agreement. Service Provider shall assume all costs associated with the replacement of any Service Provider Personnel.
- 8.7. Service Provider Key Personnel and Key Subcontractor.
- 8.7.1 The following Persons are identified by Service Provider as Service Provider Key Personnel under this Agreement:
- (a) N/A;
 - (b) N/A; and
 - (c) N/A.
- 8.7.2 The following Persons are identified by Service Provider as Key Subcontractor under this Agreement.
- (a) N/A;
 - (b) N/A; and
 - (c) N/A.

- 8.8 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.
- 8.9 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

9. City's Authorized Representative

- 9.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.
- 9.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. Payment Procedures

- 10.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider's provision of the Service/ Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on Exhibit A.1 Compensation.
- 10.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Service Provider shall invoice City monthly for Services rendered.
- 10.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 10.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

- 10.5 Payment. Unless otherwise specified in Exhibit A or Exhibit A.1 as applicable, City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 10.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 10.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 10.8 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all Key Subcontractor, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.
- 11. Service Provider Representations and Warranties**. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Service Provider warrants to City that:
- 11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
- 11.2 Validity of Agreement. This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
- 11.3 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 11.4 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order.

- 11.5 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.
- 11.6 Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.
- 11.7 Contingent Fees Prohibited. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

12. Compliance with Laws.

- 12.1 General. Service Provider and its Key Subcontractor will perform the Services in compliance with all Applicable Laws
- 12.2 City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.
- 12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

13. Data Security.

- 13.1 To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, Service Provider shall at all times:
- (a) act only on the instructions of City;
 - (b) not transfer the data to another party without City's prior written consent;
 - (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such data;
 - (d) immediately notify City upon any breach, potential breach, or unauthorized access to data;

- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

13.2. Information Security Program. Service Provider has an established written information security program ("ISP") containing appropriate administrative, technical and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

13.3. Data Security Incident

13.3.1. Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City's Personal Information (an "**Incident**"), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall notify City of an Incident as soon as reasonably possible, but in no event later than 72 hours.

13.3.2. Other Service Provider Obligations. In the event that an Incident is the result of the failure of Service Provider to comply with the terms of this Agreement, Service Provider shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishment of a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) one year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

13.4 Service Provider shall comply with City Code of Ordinances Section 2-232.1, the City's IT Security Policies attached hereto as Exhibit D, and any additional City policies regarding the access, use, storage of data and other sensitive security information stored, maintained, or otherwise owned by the City and shall ensure that all employees, subcontractors, agents, and partners comply and adhere to the same.

14. Business Continuity; Disaster Recovery. Throughout the Term, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. Confidential Information.

15.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration of termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will

continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

- 15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclosure, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. Work Product.

- 16.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Providers exclusively for the City under this Agreement., and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Service Provider’s or its Service Providers’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its Service Providers grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works

of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

16.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

17. Audit and Inspection Right.

17.1 Service Provider shall maintain complete and accurate books, records and accounts to support and document performance under this Agreement by Service Provider, Service Provider Personnel, Service Provider's Key Subcontractor and any sub-subcontractor ("Service Provider Records"). Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by law, if longer. The Service Provider Records may be inspected, audited and copied by City or City Representatives during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel, Service Provider's Key Subcontractor and any sub-subcontractor, reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

17.2 Upon City's request, Service Provider shall provide a copy of the latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the services.

- 17.3. During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be no more than thirty (30) Business Days after City's written request of time, location and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit within thirty (30) calendar days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.
- 17.4. Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider's ISP; (ii) Service Provider's Facilities; (iii) Service Provider's Business Continuity and Disaster Recovery Plans; and, (iv) Key Subcontractor locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This Information Security Audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an Information Security Audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider's oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.
- 17.5. Service Provider shall provide annually at its expense its most recent AICPA Service Organization Control (SOC) Service Auditor's Reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider's ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

18. Indemnification by Service Provider.

- 18.1. General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Service Provider Key Personnel, or any Key Subcontractor, claiming an employment or other relationship with Service Provider or such Key Subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Key Personnel or Key Subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

18.2. Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider (or any Service Provider Personnel), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1. General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR CONTRACTOR'S

INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONTRACTOR" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY CONTRACTOR, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2. Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

20. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

21. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. **Termination.**

22.1. Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement or any Task Order:

- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

- 22.2. Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.
- 22.3. Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 22.4. Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.
- 22.5. Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.
- 22.6. Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to

perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

23. Dispute Resolution.

- 23.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.
- 23.2. Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 23.3. Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 23.4. Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

24. Ethics in Contracting

- 24.1. Prohibition against Contracting with Predatory or High Cost Lenders. By execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by City Code of Ordinances §58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.
- 24.2. Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider employees report to perform the

services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

24.3. Labor Trafficking Prohibitions.

- 24.3.1. Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.
- 24.3.2. Service Provider agrees that Service Provider, its subcontractors, vendors and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.
- 24.3.3. Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, City of Atlanta Code of Ordinances Section 2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

- 24.4. Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 ("Act") (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of

their contract with Service Provider . Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- 24.5. Gratuities and Kickbacks. In accordance with the City Code of Ordinances, §2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or 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 there for. Additionally, 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.
- 24.6. City Equal Employment Opportunity (EEO) Provision. Service Provider shall comply with City Code of Ordinances §§2-1200 and 2-1414 as follows during the performance of the Agreement:
- 24.6.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- 24.6.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.6.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the City Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- 24.6.4 Service Provider shall furnish all information and reports required by the contract compliance officer pursuant to the City Code of Ordinances, and shall permit access to the books, records, and accounts of Service Provider during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- 24.6.5 Service Provider shall take such action with respect to any subcontractor Provider as the city may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, Service Provider or the city may request the United States to enter into such litigation to protect the interests of the United States.
- 24.6.6 Service Provider and its subcontractor Providers, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractor Providers.
- 24.6.7 Service Provider shall include these EEO provisions in every subcontract or purchase order so that such provisions will be binding upon each subcontractor Provider or vendor.
- 24.6.8 A finding, as hereinafter provided, that a refusal by Service Provider or subcontractor Provider to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- 24.6.8.1 Withholding from Service Provider in violation all future payments under the involved contract until it is determined that Service Provider or subcontractor Provider is in compliance with the provisions of the contract;
 - 24.6.8.2 Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as Service Provider or subcontractor Provider demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - 24.6.8.3 Cancellation of the public contract; or
 - 24.6.8.4 In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Providers, subcontractor Providers or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. Federal Required Clauses.

A. Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

B. Clean Air Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Procurement of Recovered Materials.

- (1) In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;

- (ii) in accordance with the Agreement performance requirements; or
- (iii) at a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

E. Access to Records. The following access to records requirements applies to the Agreement:

- (1) The Service Provider agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

F. Department of Homeland Security (DHS) Seal, Logo, and Flags. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

G. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

H. Program Fraud and False or Fraudulent Statements or Related Acts. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

26. General.

- 26.1. Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.
- 26.2. Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the

City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

- 26.3. Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 26.4. Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.5. Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.
- 26.6. Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.7. Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, the City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.8. Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.9. No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 26.10. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.11. Independent Service Provider. Service Provider is an independent Service Provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of

profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

- 26.12. Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 26.13 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 26.14 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 26.15 Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.
- 26.16 Originality and Title to Concepts, Materials, and Goods Produced. If applicable, Service Provider represents and warrants that all the concepts, materials, goods and services produced, or provided to the City pursuant to the terms of the Agreement shall be wholly original with the Service Provider or that the Service Provider has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Service Provider represents and warrants that the concepts, materials, goods and services and the City's use of same and the exercise by the City of the rights granted by the Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Service Provider to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the

copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.

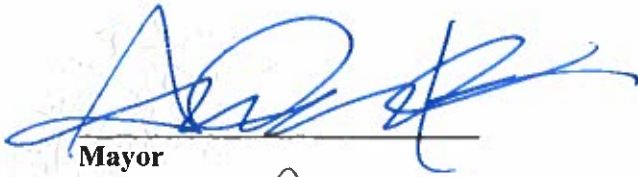
- 26.17 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.18 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, the Agreement and its Contract Documents may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[Signatures on the following page.]

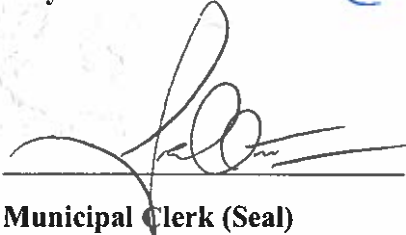
The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Service Provider



Mayor

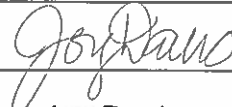


Municipal Clerk (Seal)

Corporate Signature:

uWork.com, Inc. d/b/a Covendis

By:



Name: Joy Davis

Title: Account Services Manager



Approved:

DocuSigned by:

Jason Sankey

8FEC9CDD73D44C1...

Chief Information Officer

DocuSigned by:

Jaideep Majumdar

82EC3BBEA89A424...

Chief Procurement Officer

Approved as to form:

DocuSigned by:

Sean Holloway

0B673F26D1274C1...

Assistant City Attorney

EXHIBIT A
GENERAL SCOPE OF SERVICES

Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

Web Based Solution

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:
 - IT professional staffing search and recruitment capabilities, including specialized and niche IT area
 - IT professional candidate resume submission and selection capabilities
 - IT professional candidate ranking capabilities
 - Reporting capabilities for both standard and ad hoc reports
 - On-line search and query functions
 - Ability to capture and manage expenditures
 - Ability to track, monitor and manage IT professional performance
 - Customization to meet needs
 - Timekeeping and invoicing functionality
 - Ability to complete, approve and transmit SOW to contractor
 - Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information
 - Contractor performance feedback capability
 - Other capabilities related to services as requested
- Contractor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested
- In cases where special licenses, accreditations, or certification within five business days upon request.
- Contractor shall require any IT professional provided by Contractor to adhere to AIM policies and standards
- Contractor shall submit billing to include frequency minimally, billing must include
 - Contractor federal tax identification number
 - Purchase order number
 - IT professional's name and position
 - Actual hours worked (billed)
 - Hourly rate billed
 - Vendor management services fee
- Contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, liability and workers' compensation, employee benefits, and all taxes related to IT professionals. Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining law

Ordering

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. Contractor shall prepare a written proposal with pricing and transmit to the requesting entity within five days of the request being submitted

Requirements for Statements of Work

- Each SOW must, at a minimum, set forth the following:
 - Hours, schedule, location of workplace
 - Deliverables and services to be provided by Contractor
 - AIM requirement for reporting requirements
 - Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by AIM)
 - Applicable technical standards required
 - AIM policies and procedures
 - Applicable time frames or implementation schedule for the deliverable and services
 - Evaluation, testing, and acceptance requirements
 - Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
 - Position title and name of IT professional(s) performing under SOW
 - Support and maintenance obligations, if required
 - Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties

Replacement of IT Professional

- Replacement of IT professional
 - If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify AIM as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify AIM in writing within twenty-four hours in the event of anticipated departure of an IT professional
 - At AIM's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to AIM, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as AIM may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s)
 - Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to AIM in accordance with the requirement or the notice and if requested, deliver to AIM all records as may have been accumulated by the IT professional in performance, whether completed or in progress

- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, AIM shall receive a credit based on the following table

Requesting |
Hiring State

Number of Workday by the IT Professional	Calculation of Customer Credits
1 thru 20 days	Credit for total charges of actual days worked or ten days, whichever is less

Entity Responsibility

- AIM shall have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request
- AIM shall provide all necessary supplies, equipment, workspace, and parking for the IT professional
- AIM shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor’s personnel appears on time to perform the specified services
- AIM shall have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause

Relationship of IT Professionals to AIM

- Contractor and the IT professional do not constitute employees of AIM and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional’s working relationship with AIM or any similarity, intentional or otherwise, to an existing classified job description
- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. AIM shall communicate to any relevant parties that Contractor or IT professional is serving in a consulting capacity and is not an AIM employee

EXHIBIT A.1
COMPENSATION

ATTACHMENT 2
Rate Card

The Municipality requires the following job categories with the associated job qualifications. The Municipality reserves the right to add or delete job categories and job classifications throughout the contract period via a Memorandum of Understanding. MSP's systems must be capable of updating and reclassifying their system to match the Municipality's job classification or job code changes.

Job Categories:

- General Administration
- Medical
- Information Technology
- Language and Communication Assistance Services

Listed below are the job classifications by job category, please fill in the Unit of Measure (UOM) and Maximum Bill Rate for each position listed.

General Administration

Agency Category	Class Title	UOM	Covendis Rate
General Admin	Account Clerk	HR	\$14.00
General Admin	Accountant 1	HR	\$63.75
General Admin	Accounting Manager	HR	\$74.00
General Admin	Accounting Technician 1	HR	\$22.63
General Admin	Administrative Secretary	HR	\$16.39
General Admin	Administrative Services Assistant	HR	\$44.98
General Admin	Administrative Services Manager	HR	\$49.00
General Admin	Aeronautics Division Admin Assistant	HR	\$55.24
General Admin	Analyst 1	HR	\$30.09
General Admin	Attorney	HR	\$110.83
General Admin	Building Maintenance Worker 1	HR	\$24.00
General Admin	Certified Shorthand Reporter	HR	\$27.58
General Admin	Certified Verbatim Reporter	HR	\$27.58
General Admin	Clerk 1	HR	\$18.00
General Admin	Court Reporter	HR	\$27.58
General Admin	Custodial Worker 1	HR	\$28.00
General Admin	Custodial Worker Supervisor 1	HR	\$31.00
General Admin	DCS Security Manager	HR	\$39.52

Agency Category	Class Title	UOM	Covendis Rate
General Admin	Digital Services Tech	HR	\$99.00
General Admin	Disaster Grant Manager	HR	\$40.00
General Admin	Environmental Services	HR	\$29.15
General Admin	Equipment Mechanic	HR	\$27.00
General Admin	Equipment Operator	HR	\$29.00
General Admin	Equipment Operator Supervisor	HR	\$32.00
General Admin	Equipment Service Worker	HR	\$23.98
General Admin	Executive Housekeeper 1	HR	\$18.00
General Admin	Financial Aid Program Specialist	HR	\$25.45
General Admin	Food Service Worker	HR	\$29.72
General Admin	Forensic Accountant	HR	\$75.56
General Admin	Forester	HR	\$42.98
General Admin	Grants Analyst 2	HR	\$67.00
General Admin	Grounds Keeper Maintenance	HR	\$31.60
General Admin	Grounds Worker	HR	\$18.00
General Admin	HR Analyst	HR	33.00
General Admin	HR Technician 1	HR	\$20.00
General Admin	HWY Maintenance Worker	HR	\$26.00
General Admin	Intelligence or Data Analst	HR	\$27.35
General Admin	Laborer	HR	\$22.00
General Admin	Legal Assistant	HR	\$28.47
General Admin	Legal Associate	HR	\$55.00
General Admin	Legal Transcriber	HR	\$16.85
General Admin	OFD WTRBA Project Coordinator	HR	\$29.15
General Admin	Office Supervisor	HR	\$32.00
General Admin	Printing Pre-Press Supervisor	HR	\$29.22
General Admin	Printing Service Production Manager	HR	\$34.13
General Admin	Procurement Officer	HR	\$65.49
General Admin	Program Monitor/Auditor	HR	\$56.13
General Admin	Registered Diplomate Reporter	HR	\$26.86
General Admin	Registered Merit Reporter	HR	\$26.86
General Admin	Registered Professional Reporter	HR	\$28.00
General Admin	Security Guard, Armed	HR	\$34.00
General Admin	Security Guard, Unarmed	HR	\$29.00
General Admin	Statistical Analyst	HR	\$36.38
General Admin	Statistical Analyst Supervisor	HR	\$40.50
General Admin	Statistical Clerk	HR	\$17.00

General Admin	Statistical Programmer Specialist 1	HR	\$36.38
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General Admin	Statistical Research Specialist	HR	\$37.33
General Admin	Statistician 2	HR	\$21.00
General Admin	Storekeeper 1	HR	\$17.00
General Admin	Stores Clerk	HR	\$15.00
General Admin	Systems Thinking Working Session Facilitator	EA	\$15,000.00
General Admin	Traffcking Investigator	HR	\$50.00
General Admin	Training Officer 1	HR	\$29.34
General Admin	Training Specialist 2	HR	\$31.00
General Admin	Transportation Aide	HR	\$28.28
General Admin	Transportation Assistant	HR	\$19.00
General Admin	Transportation Specialist	HR	\$35.00
General Admin	Transportation Technician 3	HR	\$31.00
General Admin	Vehicle Operator	HR	\$14.95
General Admin	Warehouse Worker	HR	\$25.30
General Admin	Wildlife Technician	HR	\$19.00
General Admin	Word Processing Operator	HR	\$17.00
General Admin	Executive Consultant	HR	\$200.00
General Admin	TDOC Security Guard	HR	\$21.50
General Admin	TEMA Training Course - Incident Commander Course	EA	\$18,270.00
General Admin	TEMA Training Course - Logistics Section Chief Course	EA	\$17,218.95
General Admin	TEMA Training Course - Operations Section Chief Course	EA	\$15,112.65
General Admin	TEMA Training Course - Planning Section Chief Course	EA	\$14,691.60
General Admin	TEMA Training Course - Public Information Officer Course	EA	\$17,184.30
General Admin	TEMA Training Course - Resources Unit Leader Course	EA	\$14,975.10
General Admin	TEMA Training Course - USFA 0-305 Course – All-Hazards Incident Management Team (AHIMT) 2021 – Up to 30 students (3 teams of 10)	EA	\$24,255.00
General Admin	TEMA Training Course - Introduction to Air Operations	EA	\$8,977.50
General Admin	TEMA Training Course - Air Support Group Supervisor	EA	\$10,506.30

Medical

	Class Title	UOM	Covendis Rate
Medical	Advanced Emergency Medical Technician	HR	\$54.00
Medical	Athletic Trainer	HR	\$42.00
Medical	Behavioral Analyst	HR	\$82.00
Medical	Certified Occupational Therapist Assistant	HR	\$67.80

	Class Title	UOM	Covendis Rate
Medical	Clinical Applications Coordinator	HR	\$68.96
Medical	Clinical Director	HR	\$96.00
Medical	Correctional International Nurse	HR	\$80.00
Medical	CPR Trainer	EA	\$69.00
Medical	CPR Trainer Services	EA	\$85.00
Medical	Certified Nurse Technician (Full Time)	HR	\$35.00
Medical	Dental Assistant 2	HR	\$35.00
Medical	Dietitian	HR	\$64.80
Medical	Dietitian (Rural)	HR	\$78.00
Medical	Dietitian Supervisor	HR	\$67.00
Medical	Dietitian Assistant	HR	\$20.00
Medical	Disease Intervention Specialist 1	HR	\$40.00
Medical	Disease Intervention Specialist 2	HR	\$45.00
Medical	Full Time CNA	HR	\$31.20
Medical	Epidemiologist	HR	\$80.00
Medical	Epidemiologist 1	HR	\$200.00
Medical	Executive Consultant: Ebola	HR	\$250.00
Medical	Forensic Psychologist	HR	\$149.02
Medical	Health Physicist	HR	\$93.21
Medical	Health Physicist Consultant	HR	\$71.34
Medical	Health Physicist Manager	HR	\$78.37
Medical	Health Physicist Supervisor	HR	\$85.00
Medical	Infection Prevention Specialist 1	HR	\$100.00
Medical	International Nurse	HR	\$99.00
Medical	International Nurse (Specialty)	HR	\$90.00

Medical	Laboratory Aide	HR	\$19.00
Medical	Laboratory Manager	HR	\$95.00
Medical	Laboratory Technician	HR	\$25.00
Medical	Lead Psych Technician	HR	\$22.43
Medical	Licensed Practical Nurse	HR	\$90.00
Medical	Licensed Practical Nurse 3	HR	\$110.00
Medical	Licensed Practical Nurse (Travel)	HR	\$95.00
Medical	Medical Assistant	HR	\$36.00
Medical	Medical Laboratory Technician	HR	\$42.00
Medical	Medical Records Assistant	HR	\$21.61
Medical	Medical Records Technician 1	HR	\$26.10
Medical	Medical Information Technologist	HR	\$115.00
	Class Title	UOM	Covendis Rate
Medical	Medical Technologist	HR	\$63.09
Medical	Medical Technologist Consultant	HR	\$39.86
Medical	Med Transcriber 1	HR	\$18.62
Medical	Mental Health Pharmacist	HR	\$78.00
Medical	Mental Health Program Specialist	HR	\$56.08
Medical	Nurse Consultant	HR	\$117.60
Medical	Nurse Consultant Manager	HR	\$129.36
Medical	Nurse Practitioner	HR	\$75.00
Medical	Nurse Supervisor	HR	\$84.00
Medical	Nurse's Assistant 2	HR	\$22.00
Medical	Nutrition Educator	HR	\$23.10
Medical	Nutritionist	HR	\$35.44
Medical	Occupational Therapist	HR	\$90.00
Medical	Occupational Therapy Assistant (Licensed)	HR	\$40.00
Medical	Occupational Therapy Technician	HR	\$19.00
Medical	Patient Accounts Specialist 1	HR	\$29.00
Medical	Pharmacist 1	HR	\$100.17
Medical	Pharmacy Technician	HR	\$91.07
Medical	Phlebotomist	HR	\$40.00
Medical	Physical Therapist	HR	\$67.10
Medical	Physical Therapy Assistant (Licensed)	HR	\$46.20
Medical	Physical Therapy Director	HR	\$80.00
Medical	Physical Therapy Technician	HR	\$25.40
Medical	Physician	HR	\$283.00

Medical	Physician Assistant	HR	\$50.66
Medical	Physician Internal Medicine	HR	\$100.00
Medical	Physician-Development Center Medical Director	HR	\$130.00
Medical	Physician-Psych Institute Clin D	HR	\$100.00
Medical	Physician-Psychiatrist	HR	\$285.00
Medical	Physician-Specialty	HR	\$75.00
Medical	PRN CNA	HR	\$35.00
Medical	PRN CNT	HR	\$45.00
Medical	PRN LPN	HR	\$45.60
Medical	PRN RN	HR	\$60.00
Medical	PICC Line	EA	\$140.00
Medical	PRN Registered Nurse	HR	\$60.00
Medical	PRN Registered Nurse (Specialty)	HR	\$77.00
	Class Title	UOM	Covendis Rate
Medical	PRN Licensed Practical Nurse	HR	\$45.60
Medical	PRN Licensed Practical Nurse (Specialty)	HR	\$55.00
Medical	PRN Certified Nurse Technician	HR	\$35.00
Medical	PRN Certified Nurse Technician (Specialty)	HR	\$35.00
Medical	Psychiatric Hospital Administrator	HR	\$71.65
Medical	Psychiatric Hospital Assistant Superintendent	HR	\$98.83
Medical	Psychiatric Hospital Transportation Specialist	HR	\$35.00
Medical	Psychiatric Nurse	HR	\$44.00
Medical	Psychiatric Social Worker 1	HR	\$40.06
Medical	Psychiatric Teacher Counselor	HR	\$29.66
Medical	Psychiatric Teacher Counselor Supervisor	HR	\$32.54
Medical	Psychiatric Technician	HR	\$19.76
Medical	Psychological Assistant (Certified)	HR	\$37.00
Medical	Psychological Examiner 1	HR	\$48.00
Medical	Psychologist	HR	\$155.00
Medical	Public Health Administrator 1	HR	\$73.82
Medical	Public Health Educator 2	HR	\$75.00
Medical	Public Health Nursing Consultant 1	HR	\$78.00
Medical	Public Health Office Assistant	HR	\$22.09
Medical	Public Health Office Supervisor 1	HR	\$30.94
Medical	Public Health Program Director 1	HR	\$120.90
Medical	Public Health Representative 2	HR	\$71.50
Medical	Registered Nurse 1	HR	\$110.00
Medical	Registered Nurse Expand Skills	HR	\$65.82

Medical	Rehabilitation Assistant	HR	\$24.00
Medical	Rehabilitation Assistant Supervisor	HR	\$39.89
Medical	Rehab Behavioral Instructor	HR	\$35.00
Medical	Rehabilitation Instructor	HR	\$35.47
Medical	Rehabilitation Instructor-Blind	HR	\$37.00
Medical	Rehabilitation Technology Specialist	HR	\$54.00
Medical	Rehabilitation Therapist	HR	\$37.50
Medical	Rehabilitation Therapist Supervisor	HR	\$43.07
Medical	Rehabilitation Training Center Manager	HR	\$51.90
Medical	Respiratory Care Therapist	HR	\$80.00
Medical	Rural Facility PRN LPN	HR	\$45.00
Medical	Rural Facility Travel RN	HR	\$100.00
Medical	Scientist	HR	\$115.56
	Class Title	UOM	Covendis Rate
Medical	Speech and Language Pathologist	HR	\$115.00
Medical	Social Worker 2	HR	\$96.00
Medical	Travel RN	HR	\$115.00
Medical	Travel RN - Emergency	HR	\$125.00
Medical	Travel LPN	HR	\$95.00
Medical	X-Ray Technician	HR	\$55.00
Medical	Mortality Review Services	EA	\$4,000.00
Medical	Ultrasound Guided Picc Line Insertion	EA	\$550.00
Medical	Ultrasound Guided Midline Insertion	EA	\$550.00
Medical	Picc Removal	EA	\$140.00
Medical	Midline Removal	EA	\$145.00
Medical	Ultrasound Guided Peripheral IV	EA	\$145.00
Medical	Blood Draw from Picc Line	EA	\$140.00
Medical	Declotting of Picc/Midline	EA	\$190.00
Medical	Dressing Change	EA	\$150.00
Medical	Implanted Port Access/Flush	EA	\$135.00
Medical	Evaluation /Assessment of Existing Picc/Midline Troubleshooting	EA	Variable by case
Medical	Physician III Exam	EA	\$575.00
Medical	Audiologist Exam	EA	\$230.00
Medical	Optometrist Exam	EA	\$275.00
Medical	Fitness for Duty - Physician/Registered Nurse Practitioner File Review	EA	\$290.00

Information Technology

Agency Category	Class Title	UOM	Covendis Rate
IT	Advanced Network Administrator	HR	\$30.68
IT	Advanced Programmer Analyst (Mainframe)	HR	\$40.00
IT	Advanced UNIX System Programmer	HR	\$48.29
IT	Business Analyst Jr	HR	\$45.00
IT	Business Analyst Sr	HR	\$91.27
IT	Client Services Account Executive	HR	\$110.00
IT	Client Services Administration	HR	\$82.50
IT	Client Services Media Buying	HR	\$121.00
IT	Client Services Senior Account Manager	HR	\$125.00
IT	Communication Specialist-Int	HR	\$88.16
IT	Creative Art Director	HR	104.50
Agency Category	Class Title	UOM	Covendis Rate
IT	Creative Content Development Copywriter	HR	\$75.00
IT	Creative Director	HR	\$125.00
IT	Creative Graphic Design	HR	\$90.00
IT	Creative Illustrator	HR	\$80.00
IT	Computer Operator	HR	\$24.02
IT	Computer Operations Manager	HR	\$49.79
IT	Continuous Quality Improvement Consultant	HR	\$350.00
IT	Data Administrator/Database Administrator	HR	\$49.23
IT	Database Administrator 2	HR	\$60.00
IT	Database Administrator 3	HR	\$88.00
IT	Data Entry Operator	HR	\$18.84
IT	Data Entry Support	HR	\$29.00
IT	Desktop Support	HR	\$27.32
IT	Digital Services Tech Director	HR	\$125.00
IT	Enterprise Application Consultant	HR	\$220.00
IT	Enterprise Architecture Research and Development Analyst/Architect	HR	\$66.92
IT	Enterprise Content Management (ECM) Architect	HR	\$90.00
IT	Enterprise Content Management (ECM) Programmer Analyst	HR	\$75.00
IT	Enterprise Content Management (ECM) Project Manager	HR	\$90.00
IT	Enterprise Content Management (ECM) Business Analyst	HR	\$70.00
IT	Enterprise Content Management (ECM) System Administrator	HR	\$75.00
IT	Enterprise Content Management (ECM) Capture Administrator	HR	\$50.00

IT	Executive Consultant	DAY	\$1,951.69
IT	Help Desk Representative	HR	\$21.00
IT	Information Security Policy Lead	HR	\$96.80
IT	Mainframe Computer Operator 2	HR	\$25.00
IT	Mainframe Computer Technician	HR	\$32.00
IT	Network Operations Center Administrator	HR	\$78.38
IT	Network Security Specialist	HR	\$50.55
IT	Network Specialist	HR	\$55.00
IT	Network Tech Specialist	HR	\$40.00
IT	Oracle Business Intelligence Architect	HR	\$250.00
IT	Process Improvement Training Consultant	HR	\$400.00
IT	Programmer Analyst (Specialization)	HR	\$73.70

Agency Category	Class Title	UOM	Covendis Rate
IT	Programmer/Analyst 3	HR	\$96.80
IT	Programmer/Analyst Supervisor	HR	\$110.00
IT	Programmer/Developer	HR	\$115.00
IT	Project Manager, Asc	HR	\$65.00
IT	Project Manager, Int	HR	\$85.00
IT	Project Manager, Sr	HR	\$110.00
IT	Quality Analyst	HR	\$80.96
IT	Quality Assurance Analyst/Tester, Jr	HR	\$53.00
IT	Quality Assurance Analyst/Tester, Sr	HR	\$80.00
IT	Rich Media Production Supervisor	HR	\$75.00
IT	Rich Media Photo Retouching	HR	\$90.00
IT	Rich Media Post Production	HR	\$90.00
IT	Senior Enterprise Systems Designer	HR	\$85.00
IT	Service Desk Personnel	HR	\$48.85
IT	Solutions Architect	HR	\$90.00
IT	Student 1st Semester Coop	HR	\$10.72
IT	Student 2nd Semester Coop	HR	\$15.00
IT	Student 3rd Semester Coop	HR	\$20.00
IT	System Administrator, Int	HR	\$50.00
IT	Systems Analyst	HR	\$38.35
IT	Systems/Applications Architect	HR	\$90.00
IT	Systems Programmer 4	HR	\$65.00
IT	Systems Thinking Work Session Facilitator	HR	\$60.01
IT	Technical Writer	HR	\$65.00
IT	WAN Project Manager	HR	\$65.00

IT	Web Based Training (WBT) Developer	HR	\$60.00
IT	Web Designer	HR	\$60.00
IT	Website Developer 2	HR	\$75.00

Language Communication and Assistance Services

Agency Category	Class Title	UOM	Maximum Bill Rate
Language Communication and Assistance Services	Interpreter, Foreign Language - Spanish, In Person	MJ (Minute)	\$1.80
Language Communication and Assistance Services	Interpreter, Foreign Language - Spanish, Telephonic	MJ (Minute)	\$0.90
Language Communication and Assistance Services	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Foreign Languages – All other languages, In Person	MJ (Minute)	\$2.50
Language Communication and Assistance Services	Interpreter, Foreign Languages – All other languages, Telephonic	MJ (Minute)	\$1.25
Language Communication and Assistance Services	Interpreter, Sign Language	HR	\$39.00
Language Communication and Assistance Services	Translator, Foreign Language - Spanish documents	WORD	\$0.19
Language Communication and Assistance Services	Translator, Foreign Languages - French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian documents	WORD	\$0.30
Language Communication and Assistance Services	Translator, Foreign Languages - Arabic, Chinese, Japanese, Korean, Turkish, Amharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalog, Thai, Ukrainian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters) documents	WORD	\$0.20

Language Communication and Assistance Services	Translator, Foreign Languages - Lingali, Swahili, Oromo, Tigrinya or Wolof documents	WORD	\$0.30
Language Communication and Assistance Services	Translator, Foreign Languages – All other languages, documents	WORD	\$0.40
Language Communication and Assistance Services	Video Remote Interpreter / Telephonic Interpreter	HR	\$58.44

EXHIBIT A.2

**TASK ORDERS
(Not Applicable)**

EXHIBIT B
DEFINITIONS

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s Key Subcontractor Provider; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“Charges” means the amounts payable by City to Service Provider under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Events(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Personal Information” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“Service Provider Personnel” means and refers to Service Provider employees, agents, representatives, subcontractors and/or sub-subcontractors hired and maintained to perform Services hereunder.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D

**CITY COUNCIL
ATLANTA, GEORGIA**

22-O-1830

A SUBSTITUTE ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE SPECIAL PROCUREMENT AGREEMENT SP-S/DAIM/2210-123017, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC. DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, PURSUANT TO SECTION 2-1191.1 OF THE CITY OF ATLANTA CODE OF ORDINANCES, FOR A TERM OF ONE (1) YEAR, RETROACTIVELY COMMENCING AUGUST 12, 2022 THROUGH AUGUST 11, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED THREE MILLION NINE HUNDRED TWENTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,923,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management identified the need for temporary information technology staffing vendor managed services related to customized web-based research and advisory services (“Services”); and

WHEREAS, in accordance with Code Section 2-1191.1 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer determined that a special procurement for the Services is appropriate; and

WHEREAS, the Chief Information Officer of the Department of Atlanta Information Management and the Chief Procurement Officer recommend entering into special procurement agreement SP-S/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc., for a term of one (1) year with two (2) one (1) year renewal options to be exercised at the City’s sole discretion, in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by uWork.com Inc. dba Covendis Technologies, Inc. have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and award of the agreement is appropriate.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: the Mayor, or his designee, is authorized to execute special procurement agreement SP-S/DAIM/2210-123017, Covendis On-Call IT Services with uWork.com Inc. dba Covendis Technologies, Inc., on behalf of the Department of Atlanta Information Management, retroactively commencing August 12, 2022 through August 11, 2023 in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00) during the initial term of the agreement.

SECTION 2: the term of the agreement will include an initial term of one (1) year with two (2) one (1) year renewal options to be exercised at the City’s sole discretion.

SECTION 3: all contracted work will be charged to and paid from FDOA account number:

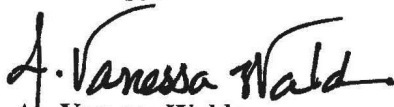
Department Name	Amount	Fund	Department Org.	Account	Function Activity
General Fund	\$1,500,000.00	1001	050207	5212001	1535000
ATLDOT (Transportation)	\$70,000.00	1001	330401	5213001	4210000
ATLDOT (Office of Commissioner)	\$32,000.00	1001	330101	5212001	4210000
ATLDOT (Capital Projects)	\$68,000.00	3351	330301	5213001	4210000
DPW (SW)	\$150,000.00	5401	050202	5212001	1535000
DPW (Fleet)	\$30,000.00	6001	130402	5212001	1590000
DWM	\$250,000.00	5051	170113	5212001	1535000
Municipal Court	\$100,000.00	1001	190101	5212001	2650000
DOA	\$1,000,000.00	5501	180107	5212001	7563000
DOA	\$623,000.00	5502	180107	5212001	7563000
DCP	\$100,000.00	1001	250201	5213001	7210000

SECTION 4: the Chief Procurement Officer, in consultation with the City Attorney, and her designee, is directed to prepare all appropriate documents for execution by the Mayor or his designee.

SECTION 5: the agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk and delivered to uWork.com Inc. dba Covendis Technologies, Inc.

SECTION 6: all ordinances and parts of Ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Andre Dickens

NOV 21, 2022

NOV 22, 2022

CITY SECURITY POLICIES

	CITY OF ATLANTA	Control ID	NIST-CSF
		Effective Date	4/21/2020
		Version Number	1.2
		Revision Date	04/01/2020
Infrastructure, Platform and Software as a Service		Approved By	Gary Brantley, Chief Information Officer
		POC for Changes	AIM Office of Information Security
DocuSigned by:  5978BF3984D145A Gary Brantley, Chief Information Officer, AIM			
		April 22, 2020 <i>Date signed</i>	

1.0 Purpose:

This policy defines the requirements to properly acquire and securely utilize Infrastructure, Platform and Software as a Service throughout the City of Atlanta (“City”). Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) offers a number of advantages including lower cost, high performance, and quick delivery of services. That said, security controls are required to protect City information technology resources.

2.0 Scope:

This policy addresses the use of IaaS, PaaS, and SaaS for City enterprise purposes where the service essentially becomes an extension of the City network. This policy applies to employees, contractors, consultants, temporaries, and other workers at the City. It also includes personnel affiliated with third parties that are performing work related to the City.

3.0 Contracts:

Contracts – City Staff, Contractors, and Affiliates are not permitted to independently enter into IaaS or PaaS service contracts for the storage, manipulation, or exchange of City data. City departments who need IaaS or PaaS services must use the IaaS and PaaS vendors that have been vetted and approved by the City Chief Information Officer and Chief Technology Officer. The IaaS and PaaS implementation plan must also be vetted and approved by AIM Security.

Purchases – Purchases of SaaS services require a review by AIM Security prior to implementation. Failure to adequately plan for the security review will result in delay or termination of the project.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 1 of 6	AIM Office of Information Security

4.0 Required Safeguards

The use of IaaS, PaaS, and SaaS services must comply with existing City computing policies. These policies include but are not limited to:

- Information Classification Policy
- Acceptable Use of Assets Policy
- The use of IaaS, PaaS, and SaaS services must comply with all laws and regulations governing the variety of data types used by the City.
- Personal cloud service accounts may not be used for the storage, manipulation, or exchange of City-related communications or City-owned data.
- All City data must be hosted and processed on servers located within the continental United States.
- Data stored in the cloud and data in transit to and from the cloud, must be encrypted. This also applies to streaming media such as audio or video.
- The communications channel used to transmit data to and from the cloud, must also be encrypted.
- If the cloud technology requires the use of City Active Directory credentials, Single Sign On (SSO) should be used whenever possible. In all cases, multi-factor authentication must be used.
- Privileged access users accessing the management console or other privileged accounts in the cloud, must use multi-factor authentication/VPN.
- All passwords must adhere to City password complexity requirements.
- NetFlow and application logging must be retained for a period of not less than 6 months. Upon request, logs should be exportable to the City within 5 business days.

API Keys:

- Justification is required for their generation.
- Must grant minimum necessary privileges.
- Must be rotated at least annually.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 2 of 6	AIM Office of Information Security

5.0 Vendor Guidelines:

Vendors for IaaS or PaaS services are vetted and contracted on an enterprise contract for the City. The terms of use for SaaS vendors must be closely scrutinized to ensure adequate protection of the confidentiality, integrity, and availability of City data.

IaaS, PaaS, and SaaS services must not be engaged without developing an exit strategy for disengaging from the vendor or service. There should also be provisions made for integrating the service into City business continuity and disaster recovery plans. The City must determine how data would be recovered from the vendor and/or transferred to a different vendor. The City must also work with the vendor to establish procedures on data sanitization from the vendor’s services. Each City department must follow an appropriate records retention schedule that dictates when different types of City data are purged. Examples include photos wearing City apparel and posts revealing details of employment with the City. Data along these lines should be discarded or destroyed as defined by Records Retention Schedule.

In the event of termination of contract, all of the City's data shall be returned to the City in a usable format and all City information remaining on the vendor's equipment must be purged. A statement acknowledging that the City's information has been purged from the vendor's information processing facilities shall be submitted to the City upon termination of contract.

Vendors must follow all applicable City change control processes, procedures and policies. In cases where the vendor is providing Cloud Services to the City, a copy of the vendor's change control procedures shall be provided to the City. The vendor shall coordinate all changes with the City and have them logged for auditing and reporting purposes. The vendor shall not introduce environment changes in advance of receiving authorization from the City.

Vendors shall comply with all federal, state, and local auditing requirements. Vendors shall not access any City Information Technology Assets outside the nature and scope of its original approved access request without approval from the AIM Chief Technology Officer.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 3 of 6	AIM Office of Information Security

7.0 DEFINITIONS:

Infrastructure as a Service (IaaS) refers to the fundamental building blocks of Cloud Services. IaaS offers an alternative to locally owned and hosted servers, and users of an IaaS service can build a “virtual datacenter” that has access to many of the same resources as a traditional datacenter without the large upfront investment and space constraints. IaaS is the “lowest level” of the Cloud Services stack, and acts as the “foundation” for all the other segments of cloud services. Examples of IaaS would include Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP).

Platform as a Service (PaaS) is one level above IaaS in the Cloud Services stack. A PaaS solution would provide the environment for which the service or program will run, such as the operating system and all necessary software. PaaS is built on top of virtualization technology, which enables efficient hosting and on-demand scaling. IaaS is strictly concerned with hardware and storage devices and PaaS consists of virtual machines that are already loaded with all necessary operating systems and supporting software. Some examples of PaaS include Cloud Foundry, Google App Engine, and Microsoft Azure.

Software as a Service (SaaS) is the highest level of the Cloud Services stack and includes pre-packaged software that the City licenses directly from a vendor.

Typically, the City accesses the application via a web browser. SaaS moves the task of managing and deploying software to a third-party service. Examples of SaaS include Salesforce, ServiceNow, Google Docs, and cloud storage portals like Box or Dropbox. Using SaaS means the customer is not responsible for hosting, updating, or troubleshooting the software, as it is supplied, ready-for-use, by the vendor.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 4 of 6	AIM Office of Information Security

User - Any City employee or partner who has been authorized to access any City electronic information resource.

Cloud is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

Vendor - All non-City individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information Technology Assets.

8.0 References:

ISO/IEC 17788

NIST 500-322

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 5 of 6	AIM Office of Information Security

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



OFFICE OF FACILITIES MANAGEMENT

ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY

CONTRACTORS' MANUAL

*Safety comes before all else –
"ZERO ACCIDENTS"*

TABLE OF CONTENTS

1.0	Introduction
2.0	What is a Hazard?
3.0	What is a Risk?
3.1	What is a Risk Assessment
3.2	What is Risk Management?
3.3	Contractors' Responsibilities
3.4	Waivers
4.0	General
4.1	Hand Protection
4.2	Hair Protection
4.3	Safety Shoes
4.4	Hearing Protection
4.5	Eye Protection
4.6	Respiratory Protection
4.7	Alcohol & Other Drugs
4.8	Harassment & Inappropriate Language
4.9	First Aid
4.10	Evacuations
4.11	Accident & Injury Reporting
4.12	Fire & Safety Systems
4.13	Accident Injury Investigation
4.14	Smoking Policy
4.15	Certification
4.16	Licenses
4.17	Corrective Action
4.18	Vehicle Use
4.19	Vehicle Site Requirements
4.20	Notices
4.21	Housekeeping
5.0	Security Requirements
5.1	Identification
5.2	Inspection
5.3	Termination of Work Assignment
5.4	Employment Termination
5.5	Reassignment of Workers
5.6	Security Reporting

6.0 Hazardous Material and Substances

- 6.1 Approval of Hazardous Material Use
- 6.2 Material Safety Data Sheets (MSDS)
- 6.3 Chemical Storage
- 6.4 Container Labeling
 - 6.4.1 Spill Prevention
 - 6.4.2 Spill Response
- 6.5 Pest Control
- 6.6 Hazardous Waste Management
- 6.7 Reporting Chemical Spills
- 6.8 Hazardous Chemical Transportation
- 6.9 Hazardous Communication Plan

7.0 Environmental Requirements

- 7.1 Asbestos containing Materials
- 7.2 Examples of Asbestos Containing Material
- 7.3 Removing or Disturbing Asbestos Containing Material
 - 7.3.1 Signs and Labels
 - 7.3.2 Training and Certification
- 7.4 Lead
- 7.5 Mold Remediation
- 7.6 Refrigerant Gases (CFCs)
- 7.7 Paint Storage and Handling
- 7.8 Precautions with Solutions and Solvents
- 7.9 Fluorescent light bulbs
- 7.10 Indoor Air Quality
- 7.11 Water Pollution
- 7.12 Erosion & Sediment Control
- 7.13 Stormwater Systems
- 7.14 Contaminated Soil and Groundwater
- 7.15 Decontamination
- 7.16 Regulations

8.0 Safety Requirements

- 8.1 Safe Performance Self-Assessment
- 8.2 Know the Signs
- 8.3 Safety Signs in the Workplace
- 8.4 Fire Protection and Detection Systems
- 8.5 Fire Triangle
- 8.6 Fire Classes
- 8.7 Hot Work
- 8.8 Toxic Fumes

- 8.9 Confined Space
- 8.10 Lockout Tag Out (LOTO)
- 8.11 Danger in & Out Tags
- 8.12 Protective Barriers
- 8.13 Excavation & Trenching
- 8.14 Electrical Safety
- 8.15 Ladder Safety
- 8.16 Fall Protection
- 8.17 Forklift Operation
- 8.18 Crane Hoist and Lifts
- 8.19 Hand Truck Safety
- 8.20 Overhead Work
- 8.21 Laser and Radiation Safety
- 8.22 Power Tools
- 8.23 Powder Actuated Tools
- 8.24 Scaffold Safety
- 8.25 Window Washing Safety
- 8.26 Obstructions
- 8.27 Banned & Restricted Chemical
- 8.28 Definitions

Acknowledgement

Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work;
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 WAIVERS

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 GENERAL

4.1 HAND PROTECTION

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 HAIR PROTECTION

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 SAFETY SHOES

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 HEARING PROTECTION

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 EYE PROTECTION

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of ***current and valid licenses and permits*** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver's license; and
- * Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging, marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 **EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 **REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 **SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 **TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 **LEAD**

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 **MOLD REMEDIATION**

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;
Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

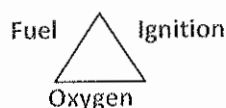
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate all equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS**Banned Chemicals**

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl_3	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_3Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_3	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ Cl ₇	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7
These chemicals are currently permitted for use in fire extinguishers but will be phased out.			

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 7.4 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

DESIGNATION MEMO



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 546-1000

Andre Dickens
Mayor

Jaideep Majumdar
Chief Procurement Officer

Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation

MEMORANDUM

TO: Jason Sankey, Chief Information Officer- Department of Atlanta Information Management

FROM: Jaideep Majumdar, Chief Procurement Officer

DS
Jm

RE: Notice of Designation Memo for - SP-S-/DAIM/2210-1230127, Covendis On-Call IT Services

DATE: 11/30/2022

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Such procurement does not technically qualify as Sole Source procurement under Code Section 2-1191. Any Special Procurement under this Section is conducted with such competition as practicable under the circumstances. The Chief Procurement Officer in the contract file shall include a written determination of the basis for the procurement and for the selection of the contractor.

This Special Procurement request is for authorization for Department of Atlanta Information Management (“**DAIM**”) to procure on-call IT services as needed to support the City’s IT Systems. An agreement with uWork.com, Inc. d/b/a Covendis Technologies, Inc. will focus support with temporary information technology (“IT”) staffing from vendor managed services (“VMS”) for the City of Atlanta.

Having investigated of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Special Procurement, and my findings are the following:

1. The City of Atlanta has utilized uWork.com for the staffing of various IT positions for the Department of Atlanta Information Management (DAIM), Department of Transportation (DOT), Department of Public Works (DPW), Department of

Watershed Management (DWM), Municipal Court and Atlanta Judicial Agency, Department of Aviation (DOA), and Department of City Planning (DCP);

2. Previously, there were two different Cooperative Agreements that were unsuccessful in an effort to continue vendor managed services with uWork.com. City of Atlanta's Agreement CP-S-1200570, Covendis On-Call IT Services could not execute Amendment No. 6 because the State of Connecticut did not renew Contract Number 14PSX0338. The second attempt to establish a cooperative agreement with State of Tennessee's Contract SWC#387, Edison Contract #73706 as the State would not provide written authorization for the City of Atlanta's use of the underlying cooperative agreement because the State of Tennessee does not allow use by any Out of State Agency;
3. Additionally, the Department of Atlanta Information Management ("**DAIM**") conducted market research for two other Cooperative Agreement contracts from the State of Texas and the State of Minnesota. However, one contract resulted in having no renewal options and the other had an upcoming expiration date;
4. DAIM's need for a Special Procurement is evident due to these circumstances and the service component that uWork.com, Inc., d/b/a Covendis Technologies, Inc. fulfills by helping with customized web-based research as services and not as a licensed software;
5. uWork.com, Inc. dba Covendis Technologies, Inc. has built a comprehensive suite of a-la-carte Vendor Managed Services and developed a Vendor Management Solution (VMS), which is an intuitive and flexible web-based platform, to help companies and organizations easily engage and manage their SOW suppliers;
6. These services are all critical to DAIM and furthermore are used to assist in the assessment, planning and implementation of technology goals and objectives;
7. **The cost of services:** This Special Procurement request cost of services with **uWork.com, Inc. d/b/a Covendis Technologies, Inc.** shall not exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00). This Special Procurement authorization shall be retroactively effective August 12, 2022, through August 11, 2023, for a term of one (1) year with two (2), one (1) year renewal options.

If you have any questions, please email your Contract Specialist, Brandi Stanley, via email brastanley@atlantaga.gov.

I, Jaideep Majumdar, by the authority vested in me pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, do hereby approve, direct, and authorize the Special Procurement for professional services to be provided by **uWork.com, Inc. d/b/a Covendis Technologies, Inc.**

CC: Brandi Stanley, Contract Specialist
Tapika Howard, Procurement Manager
Dana Greer, Deputy Chief Procurement Officer

DS
DMJE

APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS
(Not Applicable)

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE REQUIREMENTS
SP-S/DAIM/2209-1230127, Covendis On-Call IT
Services.

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City

certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Email: RiskCOI@AtlantaGa.Gov

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303**, RiskCOI@AtlantaGa.Gov.

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional**

Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Subcontractor/Consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000.00 each accident
Bodily Injury by Accident/Disease	\$1,000,000.00 each employee
Bodily Injury by Accident/Disease	\$1,000,000.00 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00 per occurrence subject to a \$2,000,000.00 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$5,000,000 per occurrence**.

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$10,000,000.00** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

Service Provider shall purchase Liquor Liability Insurance if Lessee is in the business of serving or selling alcohol for a fee with limits of at least \$ Per Occurrence Bodily Injury and Property Damage. Coverage may also be satisfied through an endorsement to Service Provider's Commercial General Liability Policy.

G. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

H. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M D Iverson Group, LLC 8420 Senoia Road Ste 208 Fairburn, GA 30213	CONTACT NAME: PHONE (A/C, No, Ext): (678) 325-7956		FAX (A/C, No): (678) 405-3239
	E-MAIL ADDRESS: info@mdiverson.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Massachusetts Bay Insurance Co		22306
	INSURER B : Hanover Insurance		22292
INSURED uWork.com, Inc. dba Covendis 200 Walker St SW, Unit B Atlanta, GA 30313	INSURER C : Citizens Insurance Company		31534
	INSURER D : Hudson Specialty Insurance Company		
	INSURER E : Scottsdale Indemnity Company		15580
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	ZDA 9669412 10	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ZDA 9669412 10	8/27/2022	8/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHA-9670106-10	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WBA9670069	8/27/2022	8/27/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Cyber			EET 13698 01	8/27/2022	8/27/2023	Professional/Cyber \$ 5,000,000
E	Excess Liability			EKI3395081	8/27/2022	8/27/2023	XS Prof. Liab \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sandra A Jeffrey

CP-S-1200570, uWork.com d.b.a Covendis
On-Call IT Professional Services

CERTIFICATE HOLDER

CANCELLATION

City of Atlanta c/o Enterprise Risk Management 68 Mitchell Street, Ste 9100 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems	\$1,000,000
	Damage Limit	

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This



exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

3. **Aggregate Limit Per Location**

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. **Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.:

This exclusion does not apply to:

g. **Aircraft, Auto or Watercraft**

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- That is not a partnership, joint venture or limited liability company; and
- That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph k. **Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- Delay in, or failure to begin, complete or deliver, "your product";
- Loss of market;
- Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

a. Expected or intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to SECTION V – DEFINITIONS, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,



prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED, Paragraph 3.:**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

13. Property Damage Legal Liability – Broad Form



- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

- (b) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**CITY COUNCIL
ATLANTA, GEORGIA**

24-R-3659

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXERCISE THE SECOND RENEWAL OPTION FOR SPS/DAIM/2210-1230127, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC., DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, FOR A TERM OF ONE (1) YEAR, EFFECTIVE FROM AUGUST 12, 2024 THROUGH AUGUST 11, 2025, IN AN AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED THREE DOLLARS AND SIXTY CENTS (\$7,163,203.60); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ordinance No. 22-O-1830, the City of Atlanta (“City”) entered into Special Procurement Agreement SPS/DAIM/2210-1230127, Covendis On-Call IT Service (“Agreement”) with uWork.com Inc. dba Covendis Technologies, Inc. (“Covendis”), on behalf of the Department of Atlanta Information Management, in an amount not to exceed Three Million Nine Hundred Twenty-Three Thousand Dollars and Zero Cents (\$3,923,000.00); and

WHEREAS, the Term of the Agreement was one (1) year, effective August 12, 2022 to August 11, 2023, and two (2) one-year renewal options; and

WHEREAS, pursuant to Resolution 23-R-3302, adopted by the Atlanta City Council on March 20, 2023 and approved per City Charter Section 2-2403 on March 29, 2023, the City executed the first amendment to the Agreement, to add funding including ARPA funds in an amount not to exceed Two Million Nine Hundred Thirty-Six Thousand Dollars and Zero Cents (\$2,936,000.00); and

WHEREAS, pursuant to Resolution 23-R-3655, adopted by the Atlanta City Council on June 5, 2023 and approved per City Charter Section 2-2403 on June 14, 2023, the City exercised the first renewal option of the Agreement for a term of one (1) year, effective August 12, 2023 through August 11, 2024, in an amount not to exceed Four Million Eight Hundred Thirty-Five Thousand Six Hundred Dollars and Zero Cents (\$4,835,600.00), with one renewal option remaining; and

WHEREAS, pursuant to Resolution 23-R-4593, adopted by the Atlanta City Council on December 4, 2023 and approved per City Charter Section 2-2403 on December 13, 2023, the City executed the second amendment to the Agreement, to include cost volume discounts, to add the Department of Finance, the Mayor’s Office, and the Department of Parks and Recreation as authorized users, and to add additional funding in an amount not to exceed One Million Five Hundred Seventy Thousand Dollars and Zero Cents (\$1,570,000.00); and

WHEREAS, the first renewal term will expire on August 11, 2024; and



WHEREAS, Covendis continues to satisfactorily perform under the Agreement; and

WHEREAS, the Chief Information Officer of the Department of Atlanta Information

Management and the Chief Procurement Officer recommend exercising the second renewal option under the Agreement, on behalf of the Department of Atlanta Information Management, for a term of one (1) year, effective August 12, 2024 through August 11, 2025, in an amount not to exceed Seven Million One Hundred Sixty-Three Thousand Two Hundred Three Dollars and Sixty Cents (\$7,163,203.60); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by Covendis have been considered in accordance with Section 2-1214 of the City of Atlanta Code of Ordinances and renewal of the Agreement is appropriate.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, is authorized to exercise the second renewal option under SPS/DAIM/2210-1230127, Covendis On-Call IT Service with Covendis, on behalf of the Department of Atlanta Information Management, in an amount not to exceed Seven Million One Hundred Sixty-Three Thousand Two Hundred Three Dollars and Sixty Cents (\$7,163,203.60).

BE IT FURTHER RESOLVED, that the Term of the second renewal option is one (1) year year(s), effective August 12, 2024 through August 11, 2025 and there are zero (0) renewal options remaining under the Agreement.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from:

A true copy,

ADOPTED by the Atlanta City Council

JUN 03, 2024

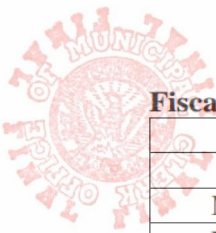
Theresa C. Payne-Clark

APPROVED per City Charter Section 2-403

JUN 12, 2024

Theresa C. Payne-Clark

Deputy Municipal Clerk

**Fiscal Year 2024 - \$190,647.60**

Department	FY24 Amount	FDOA
DOA	\$80,000.00	5501.180109.5212001.7563000
Mayor's Office	\$85,194.80	1001.040701.5212001.1320000
Mayor's Office	\$25,452.80	7701.040301.5212001.1320000.600465.699999

Fiscal Year 2025 - \$6,972,556.00

Department	FY25 Amount	FDOA
AIM	\$1,900,000.00	1001.050207.5212001.1535000
ATLDOT (Transportation)	\$176,700.00	3503.330301.5213001.4210000.500085.92558.401
DWM	\$580,000.00	5051.170113.5212001.1535000
MUNICIPAL COURT	\$100,000.00	1001.190101.5212001.2650000
DOA	\$2,000,000.00	5501.180107.5212001.7563000
DOA	\$800,000.00	5502.180107.5212001.7563000
DCP	\$300,000.00	3503.250201.5213001.7210000.112953.92449
APD	\$300,000.00	1001.240401.5213001.3223000
APD - E911	\$100,000.00	2151.240207.5213001.3800000
DOF	\$170,000.00	1001.100101.5213001.1320000
Mayor's Office	\$333,129.60	1001.040701.5212001.1320000
Mayor's Office	\$12,726.40	7701.040301.5212001.1320000.600465.699999
DPR	\$200,000.00	3501.140106.5212001.6220000

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents to exercise the second renewal option.

BE IT FINALLY RESOLVED, that the second renewal option will not become binding on the City and the City will incur no obligation or liability under the same until the renewal notice has been executed by the Mayor or his designee and delivered to Covendis.

A true copy,

ADOPTED by the Atlanta City Council

JUN 03, 2024

Theresa C. Payne-Clark

APPROVED per City Charter Section 2-403

JUN 12, 2024

Theresa C. Payne-Clark

Deputy Municipal Clerk



CITY COUNCIL
ATLANTA, GEORGIA

24-R-3659

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXERCISE THE SECOND RENEWAL OPTION FOR SPS/DAIM/2210-1230127, COVENDIS ON-CALL IT SERVICES WITH UWORK.COM, INC., DBA COVENDIS TECHNOLOGIES, INC., ON BEHALF OF THE DEPARTMENT OF ATLANTA INFORMATION MANAGEMENT, FOR A TERM OF ONE (1) YEAR, EFFECTIVE FROM AUGUST 12, 2024 THROUGH AUGUST 11, 2025, IN AN AMOUNT NOT TO EXCEED SEVEN MILLION ONE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED THREE DOLLARS AND SIXTY CENTS (\$7,163,203.60); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Jason Sankey	Completed	05/14/2024 5:06 PM
Krista A. Morrison	Completed	05/14/2024 5:14 PM
Finance	Completed	05/14/2024 5:19 PM
Atlanta Information Management (AIM)	Completed	05/14/2024 5:21 PM
Procurement	Completed	05/14/2024 7:31 PM
Jaideep Majumdar	Completed	05/16/2024 12:04 PM
Mayor's Office	Completed	05/16/2024 12:15 PM
Office of Research and Policy Analysis	Completed	05/20/2024 6:35 PM
Finance/Executive Committee	Completed	05/29/2024 1:30 PM
Atlanta City Council	Completed	06/03/2024 1:00 PM
Atlanta City Council	Completed	06/03/2024 1:00 PM

HISTORY:

05/29/24	Finance/Executive Committee	FAVORABLE
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RESULT:	FAVORABLE [UNANIMOUS]	Next: 6/3/2024 1:00 PM
MOVER:	Alex Wan, Vice Chair, District 6	
SECONDER:	Liliana Bakhtiari, District 5	
AYES:	Shook, Wan, Winston, Amos, Bakhtiari, Overstreet	
ABSENT:	Dustin Hillis	

06/03/2024	Atlanta City Council	ADOPTED
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RESULT: ADOPTED BY CONSENT VOTE [12 TO 0]
MOVER: Liliana Bakhtiari, Councilmember, District 5
SECONDER: Michael Julian Bond, Councilmember, Post 1 At Large
AYES: Bond, Westmoreland, Winston, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Boone, Overstreet, Lewis
ABSENT: Amir R Farokhi
AWAY: Dustin Hillis

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 6/3/2024 ATLANTA CITY COUNCIL PRESIDENT <i>Dang Shyan</i>	CERTIFIED 6/3/2024 MUNICIPAL CLERK <i>Corrine A Linds</i>
Mayor's Action <i>See Authentication Page Attachment</i>	

ADOPTED BY COUNCIL

06/03/2024

Performance Evaluation Details

ID	E2
Project	On-Call IT Services
Project Number	SP-S/DAIM/2210-1230127
Supplier	uWork.com, Inc.
Supplier Project Contact	Barbee Taylor (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/30/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/30/2024 12:14 PM EDT
Completion Date	07/30/2024 12:14 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0522

Meeting Date: 8/7/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Johns Creek, GA for water main relocations associated with the road improvements to Abbotts Bridge Road-Persons Road to Promise Parkway (PI-0012788) in the City of Johns Creek, GA, in an estimated amount of \$3,781,595.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 states that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The City of Johns Creek is currently planning on improving Abbotts Bridge Road

between Persons Road to Promise Parkway. The project will include road widening with landscaped medians and sidewalk improvements. As part of this roadway project, approximately 7,585 linear feet of 8-inch and 12-inch water mains, along with their appurtenances, will need to be relocated within the current right-of-way. The existing 10-inch Cast Iron Pipe (CIP) will be upgraded and replaced with a 12-inch Ductile Iron Pipe (DIP) water main. Subsequently, the existing 10-inch (CIP) waterline will be abandoned and filled with flowable fill concrete. Water service will remain largely uninterrupted during the construction period. The City of Johns Creek bid the roadway improvements in March 2024 and requests the execution of an IGA between Fulton County and the City of Johns Creek to allow the City of Johns Creek to include the sewer line and water main relocation work as part of their project. Fulton County would then reimburse the City of Johns Creek after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is \$3,781,595.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has 10-inch CIP and 12-inch DIP water main serving properties along this section of Abbotts Bridge Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Johns Creek. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the work is to allow the City of Johns Creek to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the proposed IGA.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades with road widening along Abbotts Bridge Road that require the water main be relocated and valves be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained but temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between the City of Johns Creek and Fulton County has worked well on past projects.

Contract Modification

New Procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

The City of Johns Creek

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Agenda Item No.: 24-0522

Meeting Date: 8/7/2024

Exhibit-A IGA-Abbotts BR RD-Persons Road to Promise Pky-PI-0012788

Exhibit-B Cost Estimate-PI-0012788

Contact Information *(Type Name, Title, Agency and Phone)*

The City of Johns Creek

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$3,781,595.00

TOTAL: \$3,781,595.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I067, Water & Sewer

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Agenda Item No.: 24-0522

Meeting Date: 8/7/2024

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA
FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION
OF WATER AND SEWER SERVICE LINES ALONG ABBOTTS BRIDGE ROAD FROM
PARSONS ROAD TO PROMISE PARKWAY**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of _____ day of _____, 2024, by and between **CITY OF JOHNS CREEK, GEORGIA** (“CITY”), a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA** (“COUNTY”), a political subdivision of the State of Georgia. The term “Party” refers individually to either the CITY or the COUNTY and the term “Parties” refers to both the CITY and the COUNTY.

WHEREAS, the CITY proposes to undertake a transportation project to enhance State Route 120 / Abbotts Bridge Road from Parsons Road to Promise Parkway by contract through its competitive bidding procedures (“TRANSPORTATION PROJECT”); and

WHEREAS, the COUNTY owns and maintains fire hydrants, water mains, water meters, sanitary sewer lines, service lines, valves, and other infrastructure associated with water and sanitary sewer services as shown on construction plans for the TRANSPORTATION PROJECT (“UTILITIES”); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT (“UTILITIES RELOCATION”); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual

promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **Three Million Seven Hundred Eighty One Thousand Five Hundred Ninety Five Dollars (\$3,781,595.00)**. Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF APPROXIMATELY 8000 LF OF WATERLINE AND APPROXIMATELY 300 FT OF SANITARY SEWER ALONG ABBOTTS BRIDGE ROAD FROM PARSONS ROAD TO PROMISE PARKWAY, CITY OR AS OTHERWISE SHOWN IN THE CONSTRUCTION PLAN SET FOR PI-0012788.

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.

4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.
5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until December 31, 2028, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. The CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATION work contemplated in this IGA shall agree to indemnify and hold harmless the COUNTY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY,

and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners, officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE. Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an “Additional Insured,” for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be

amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
 - 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee

legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- H. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- I. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Allison Tarpley
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097

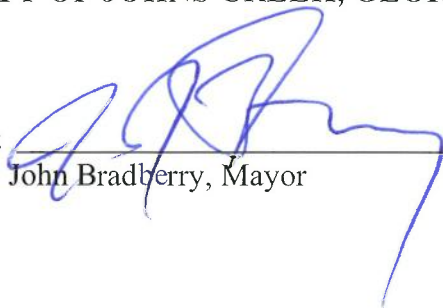
Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

- J. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

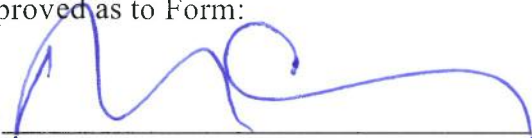
CITY OF JOHNS CREEK, GEORGIA

By: 
John Bradberry, Mayor

Attest:

By: 
Allison Tarpley, City Clerk

Approved as to Form:

By: 
City Attorney



FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier, Commission Clerk

Approved as to Form:

By: _____
County Attorney

Utilities (13)WATER MAIN INSTALLATION QUANTITIES

Code	Description	Quantity	UOM	Price	Total Cost
171-0030	TEMPORARY SILT FENCE, TYPE C	8000	Linear Foot	\$ 3.40	\$ 27,200.00
441-0104	CONC SIDEWALK, 4 IN	300	Square Yard	\$ 46.27	\$ 13,881.00
500-3101	CLASS A CONCRETE	110	Cubic Yard	\$ 430.95	\$ 47,404.50
600-0001	FLOWABLE FILL	150	Cubic Yard	\$ 583.05	\$ 87,457.50
611-3020	RECONSTR SAN SEW MANHOLE, TYPE 1	4	Each	\$ 7,010.86	\$ 28,043.44
611-8050	ADJUST MANHOLE TO GRADE	7	Each	\$ 2,974.17	\$ 20,819.19
611-8120	ADJUST WATER METER BOX TO GRADE	12	Each	\$ 811.20	\$ 9,734.40
611-8140	ADJUST WATER VALVE BOX TO GRADE	10	Each	\$ 846.69	\$ 8,466.90
615-1000	JACK OR BORE PIPE - 12 IN	580	Linear Foot	\$ 438.20	\$ 254,156.00
615-2540	JACK OR BORE PIPE - 18 IN	315	Linear Foot	\$ 579.06	\$ 182,403.90
660-0808	SAN SEWER PIPE, 8 IN, DUCTILE IRON - W/ BYPUMP 7 2-CONN	265	Linear Foot	\$ 304.20	\$ 80,613.00
668-3300	SAN SEWER MANHOLE, TP 1	2	Each	\$ 13,503.13	\$ 27,006.26
670-1060	WATER MAIN, 6 IN	200	Linear Foot	\$ 154.13	\$ 30,826.00
670-1080	WATER MAIN, 8 IN	1000	Linear Foot	\$ 170.66	\$ 170,660.00
670-1100	WATER MAIN, 10 IN	200	Linear Foot	\$ 177.45	\$ 35,490.00
670-1120	WATER MAIN, 12 IN	6585	Linear Foot	\$ 178.46	\$ 1,175,159.10
670-1500	CAP OR REMOVE EXISTING WATER MAIN	11	Each	\$ 1,216.80	\$ 13,384.80
670-1900	INLINE PLUG	2	Each	\$ 2,028.00	\$ 4,056.00
670-2002	VALVE MARKER	180	Each	\$ 2.03	\$ 365.40
670-2080	GATE VALVE, 8 IN	18	Each	\$ 3,818.80	\$ 68,738.40
670-2100	GATE VALVE, 10 IN	1	Each	\$ 5,671.58	\$ 5,671.58
670-2120	GATE VALVE, 12 IN	10	Each	\$ 7,055.70	\$ 70,557.00
670-2500	INSERTION VALVE - 8" TO 12" DIA	11	Each	\$ 26,588.26	\$ 292,470.86
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	12	Each	\$ 12,077.83	\$ 144,933.96
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	1	Each	\$ 16,764.74	\$ 16,764.74
670-3127	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 8 IN	9	Each	\$ 15,424.03	\$ 138,816.27
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	1	Each	\$ 21,124.94	\$ 21,124.94
670-4000	FIRE HYDRANT - W/ 6" GV	16	Each	\$ 9,981.53	\$ 159,704.48
670-5010	WATER SERVICE LINE, 1 IN (COPPER)	200	Linear Foot	\$ 72.67	\$ 14,534.00
670-5020	WATER SERVICE LINE, 2 IN (COPPER)	200	Linear Foot	\$ 126.64	\$ 25,328.00
670-5620	WATER SERVICE LINE, 3/4 IN (COPPER)	200	Linear Foot	\$ 72.67	\$ 14,534.00
670-9710	RELOCATE EXIST FIRE HYDRANT	1	Each	\$ 3,295.50	\$ 3,295.50
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	6	Each	\$ 760.50	\$ 4,563.00
670-9730	RELOCATE EXIST WATER METER, INCL BOX	6	Each	\$ 593.19	\$ 3,559.14
670-9737	REMOVE AND REPLACE EXISTING WATER METER, INCL BYPASS AND VAULT, 4 INCH AND LARGER	1	Each	\$ 78,585.00	\$ 78,585.00
670-9920	REMOVE EXIST FIRE HYDRANT	5	Each	\$ 1,607.19	\$ 8,035.95

\$ 3,288,344.21

15% Contengincy=

\$ 3,781,595 FC_IGA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0523

Meeting Date: 8/7/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend an existing contract - Department of Public Works, FAA Contract DTFAWA-15-C000018, Air Traffic Control Services - Night Coverage at Fulton County Executive Airport - Charlie Brown Field, in an amount not to exceed \$147,132.00 with Robinson Aviation, Inc. (RVA) (Oklahoma, OK), to provide air traffic control night coverage services at Fulton County Executive Airport - Charlie Brown Field for an additional six-month period effective July 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract, shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The County utilizes the Federal Aviation Administration (FAA) contract to provide air traffic control night coverage services at Fulton County Executive Airport. The contract is currently being re-solicited by the FAA and the current contract has been extended until a new award is made. We anticipate the FAA will be issuing a new contract for service by the end of 2024. However, until a new award is made, the County must continue to extend the contract to provide air

traffic control services. Once the FAA awards and executes a new contract, a separate agenda item will be presented for BOC.

Scope of Work: The air traffic control tower located at the Fulton County Executive Airport - Charlie Brown Field is manned by air traffic controllers 24 hours a day to serve general aviation aircraft landing and taking off from the Airport. The Federal Aviation Administration (FAA) has extended Robinson Aviation, Inc.'s (RVA) contract through December 31, 2024, (see exhibit #3), to provide 16 hours of daytime air traffic control services under contract #DTFAWA-15 C000019. Fulton County is responsible for covering the cost of the 8 hours of overnight coverage under this contract.

This request is to extend the contract for the period of July 1, 2024, through December 31, 2024, consistent with the FAA extension to ensure uninterrupted night-time coverage at Fulton County Executive Airport - Charlie Brown Field.

Community Impact: No impacts are anticipated within the community based on this contract extension.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The FAA assures the Air Traffic Control Tower provides safe, orderly, and expeditious movement of air traffic in the vicinity of and on the movement area of the Fulton County Executive Airport - Charlie Brown Field. The Airport Enterprise Fund has traditionally paid the added costs associated with night coverage to allow for 24-hour coverage at the airport. No other metro Atlanta airport, apart from Hartsfield-Jackson, provides 24-hour coverage at their control towers.

Community Issues/Concerns: None has been raised to Public Works staff.

Department Issues/Concerns: The department has no issues or concerns if the current contract can be extended while we await the new vendor from the FAA's selection process later in 2024.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	15-0987	11/4/2015	\$205,680.00
1 st Renewal	16-1114	12/7/2016	\$209,793.60
2 nd Renewal	17-0748	9/13/2017	\$213,989.47
3 rd Renewal	18-0747	10/17/2018	\$220,409.15
Amendment No. 1	19-0084	2/6/2019	\$10,973.85
4 th Renewal	19-0902	11/6/2019	\$241,493.00
Extension No.1	20-0765	10/21/2020	\$280,881.00
Extension No. 2	21-0973	12/1/2021	\$252,936.00
Extension No. 3	22-0880	11/16/2022	\$258,456.00
90 Day Extension	102-364	1/1/2024	\$64,614.00

Extension No. 4	24-0131	6/5/2024	\$73,567.71
Extension No. 5			\$147,132.00
Total Revised Amount			\$2,179,925.78

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$147,132.00**Prime Vendor:** Robinson Aviation, Inc., RVA**Prime Status:** Non-Minority**Location:** Oklahoma City, OK**County:** Oklahoma County**Prime Value:** \$27,955.08 or 19.00%**Subcontractor:** C12 Aviation, Inc.**Subcontractor Status:** African American Female Business Enterprise- Non-Certified**Location:** Dunwoody, GA**County:** DeKalb County**Contract Value:** \$119,176.92 or 81.00%**Total Contract Value:** \$147,132.00 or 100%**Total Certified Value:** \$119,176.92 or 81.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Extension No. 5 to Form of Contract

Exhibit 2: Contractor Performance Report

Exhibit 3: FAA Amendment to Contract

Contact Information *(Type Name, Title, Agency and Phone)*

Jonathan Gauthier, Airport Manager, Public Works 404-613-4203

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$205,680.00

Previous Adjustments: \$2,032,793.78

Agenda Item No.: 24-0523

Meeting Date: 8/7/2024

This Request: \$147,132.00
TOTAL: \$2,179,925.78

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

200-540-5601-1160: Airport, Public Works, Professional Services - \$147,132.00

Key Contract Terms	
Start Date: 7/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 100
Would you select/recommend this vendor again?
Yes

Report Period Start: 4/30/2024
Report Period End: 5/20/2024

EXTENSION NO. 5 TO FORM OF CONTRACT

Contractor: Robinson Aviation, Inc. (RVA)
Contract No. FAA Contract #DTFAWA-15-C000018
Address: 1601 Northwest Expressway, Suite 850
City, State Oklahoma City, OK 73118
Telephone: 405-840-3771
E-mail: keren.mclendon@rvainc.com
Contact: Keren Williams McLendon
President / CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Robinson Aviation, Inc. to provide air traffic control night coverage services at Fulton County Executive Airport – Charlie Brown Field, dated November 4, 2015, on behalf of the Department of Public Works and said contract has been renewed on four previous occasions and extended four times; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional six-month period; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 5 to Form of Contract is effective as of the 1st day of July 2024, between Fulton County and Robinson Aviation, Inc. who agree that all Services specified will be performed in accordance with this Extension No. 5 to Form of Contract and the Contract Documents for an additional six-month period with the contract ending as of 31st day of December 2024.

1. **COMPENSATION:** The services herein shall be performed by the Contractor for an amount not to exceed \$147,132.00 (One Hundred Forty-Seven Thousand - One Hundred Thirty-Two Dollars).
3. **LIABILITY OF COUNTY:** This Extension No. 5 to Form of Contract shall not

become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF EXTENSION NO. 5 TO FORM OF CONTRACT:** Except as modified by this Extension No. 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

ROBINSON AVIATION, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Keren Williams McLendon
President / CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--

Performance Evaluation Details

ID	E4
Project	Fulton County Executive Airport - Charlie Brown Field
Project Number	FAA Contract #DTFAWA-15-C000018
Supplier	Robinson Aviation (RVA), Inc.
Supplier Project Contact	Warren House (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/30/2024 to 05/20/2024
Effective Date	06/20/2024
Evaluation Type	Formal
Interview Date	06/20/2024
Expectations Meeting Date	06/07/2024
Status	Completed
Publication Date	06/20/2024 01:50 PM EDT
Completion Date	06/20/2024 01:50 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation



6/25/2024

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

20/20

Rating

Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 7	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00082		See Block 16C		WA-24-08193	
5. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
FAA AWA 800 Independence Avenue, S.W. Washington DC 20591		AWA		CODE AAQ200-AFN	
				AAQ-200 TERM & ENROUTE CONTRACT DIV Federal Aviation Administration Wilbur Wright Bldg. (FOB10B) 600 Independence Avenue Washington DC 20597	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
ROBINSON AVIATION (RVA), INC. Attn: KEREN WILLIAMS MCLENDON 1601 NW EXPRESSWAY STE 850 OKLAHOMA CITY US 731181435					
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				DTFAWA-15-C-00018	
				10B. DATED (SEE ITEM 13)	
				04/07/2015	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required.)				Net Increase: \$12,281,893.43	
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.					
☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:					
☒ D. OTHER (Specify type of modification and authority) AMS 3.2.2.4-1					
E. IMPORTANT: Contractor ☐ Is not. ☒ Is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification to Contract DTFAWA-15-C-00018 is to:					
1. Extend the period of performance of this contract to December 31, 2024.					
2. Definitize and incorporate negotiated pricing for the period covering July 1, 2024-December 31, 2024.					
3. The contract value for the July 1, 2024 to December 31, 2024 performance period is \$25,599,729.00. The contract value is being increased on an interim basis.					
4. Continue negotiations for Option Periods 18-23, with the intent to issue a subsequent modification if terms are agreed upon. The contract value for Option Periods 18-23 would be determined after the completion of successful negotiation between the parties.					
5. Update Section B to reflect negotiated pricing through December 31, 2024					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
Warren House Sr. Contract Administrator			Chontice M. Boykin		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. CONTRACT AUTHORITY	
Warren House Digitally signed by Warren House Date: 2024.06.27 14:30:05'00'				CHONTICE M. BOYKIN Digitally signed by CHONTICE M. BOYKIN Date: 2024.06.27 15:40:16 -04'00'	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE	OF
		DTFAWA-15-C-00018/P00082		2	7
NAME OF OFFEROR OR CONTRACTOR					
ROBINSON AVIATION (RVA), INC.					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	6. Update Section F to revise and definitize the period of performance 7. The contract funding value is increased from \$355,116,757.82 by \$12,281,893.43 to \$367,398,651.25. The period of allotment is through September 15, 2024. 8. The contract ceiling value is increased on an interim basis from \$355,278,865.56 by \$25,599,729 to \$380,878,594.56. COR/Special Representatives: BUSH-CAUDLE, LISA M. Discount Terms: PROMPT NET 30 Period of Performance: 07/01/2015 to 12/31/2024 Add Item 00059 as follows:				
00059	FY24 OPS FUNDS: To provide funds for the continuity of Air Traffic Controller (ATC) Services, POP: 07/01/2024 to 09/30/2024. Vendor: RVA, Area 2 Contract #: DTFAWA-15-C-00018 CO: Chontice Boykin Funding POP: 07/01/24 to 09/30/24 Obligated Amount: \$12,281,893.43 Electronic & IT: 03 Project Data: 12XXFACONTWR.BFM.CT0100.WAZ5200000.25414.06/25/2024.1250100240.12400A Accounting Info: 1250100240.2024.40JM12400A.WAZ5200000.25414.61006600.0000000000.0000000000.0000000000.0000000000 acct1: 1250100240 acct2: 2024 acct3: 40JM12400A acct4: WAZ5200000 acct 5: 25414 acct6: 61006600 Funded: \$12,281,893.43			12,281,893.43	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0524

Meeting Date: 8/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution of the Fulton County Board of Commissioners to repeal Resolution 17-0820 establishing the annual Joan P. Garner Walk And Health Fair; and for other purposes.
(Thorne)

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO**
2 **REPEAL RESOLUTION 17-0820 ESTABLISHING THE ANNUAL JOAN P. GARNER**
3 **WALK AND HEALTH FAIR; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
6 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt and amend
7 reasonable ordinances, resolutions, or regulations relating to its affairs for which no
8 provision has been made by general law and which is not inconsistent with the Georgia
9 Constitution or any local law applicable thereto; and

10 **WHEREAS**, on October 4, 2017, pursuant to a Resolution passed as Agenda Item
11 17-0820, the Fulton County Board of Commissioners established the annual Joan P.
12 Garner Walk and Health Fair, to occur on the first Saturday in October; and

13 **WHEREAS**, Resolution No. 17-0820 established Fulton County as a sponsor and
14 financial supporter of the annual Joan P. Garner Walk and Health Fair; and

15 **WHEREAS**, the amount of County funds allocated for the Joan P. Garner Walk
16 and Health Fair in 2018 and 2019 was \$25,000.00 per year; and

17 **WHEREAS**, the amount of County funds allocated for the Joan P. Garner Walk
18 and Health Fair in 2021, 2022, 2023, and 2024 was \$50,000.00 per year; and

19 **WHEREAS**, the annual event is a significant undertaking that requires additional
20 County resources such as equipment, facilities, and coordinated staffing from multiple
21 departments, resulting in hundreds of hours of staff time in planning and execution; and

22 **WHEREAS**, the intent of the event has been to connect residents with services
23 and to honor the memory of Commissioner Garner, but it has been challenging to attract
24 residents during a season with many competing events across the city; and
25

1 **WHEREAS**, Fulton County has also named the Joan P. Garner Library at Ponce
2 de Leon after Commissioner Garner; and

3 **WHEREAS**, the updating of signage at the library so that Commissioner Garner's
4 name is more clearly visible would be a tribute to Commissioner Garner that would honor
5 her every day rather than on one day per year; and

6 **WHEREAS**, Commissioner Garner's family is supportive of Fulton County
7 honoring Commissioner Garner through the library signage update rather than continuing
8 the walk and health fair; and

9 **WHEREAS**, for the reasons stated herein, the Fulton County Board of
10 Commissioners elects to rescind Resolution No. 17-0820, so as to end Fulton County's
11 sponsorship and financial support of the Joan P. Garner Walk and Health Fair.

12 **NOW, THEREFORE, BE IT RESOLVED** that Fulton County Resolution 17-0820
13 is hereby repealed.

14 **BE IT FURTHER RESOLVED** that Fulton County's sponsorship and financial
15 support of the Joan P. Garner Walk and Health Fair is hereby terminated.

16 **BE IT FURTHER RESOLVED** that the Fulton County Finance Department is
17 directed to place the funds previously allocated for the Joan P. Garner Walk and Health
18 Fair in the Fiscal Year 2024 Budget to the appropriate contingency account for
19 subsequent reallocation by the Finance Department.

20 **BE IT FURTHER RESOLVED** that the signage at the Joan P. Garner Library at
21 Ponce de Leon, for an estimated cost/not to exceed amount of \$15,000.00, shall be
22 updated so that her name will be prominently placed on the brick façade over the main
23 library entrance as an enduring tribute to Commissioner Garner.

1 **BE IT FINALLY RESOLVED** that this Resolution shall become effective upon its
2 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
3 are hereby repealed to the extent of the conflict.

4 **SO PASSED AND ADOPTED**, this 7th day of August, 2024.

5
6 **FULTON COUNTY BOARD OF**
7 **COMMISSIONERS**
8

9 **Sponsored by:**

10
11
12 _____
13 Commissioner Bridget Thorne
14 District 1
15
16
17
18
19

20 **ATTEST:**

21
22
23 _____
24 Tonya R. Grier, Clerk to the Commission
25
26
27
28
29

30 **APPROVED AS TO FORM:**

31
32
33 _____
34 Y. Soo Jo, County Attorney
35



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0490

Meeting Date: 8/7/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion: Fulton County Development Authority - Project Selection & Community Benefit Guidelines, Foreign Direct Investment Policy, Data Center Policy, and Republic of Korea Relationship. **(Barrett) (HELD ON 7/10/24)**