



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

#23RFP139483K-DB

TSPLOST PROGRAM MANAGEMENT SERVICES

For

DEPARTMENT OF PUBLIC WORKS



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Goodwyn Mills Cawood LLC** Control Number: **21004990**

Business Type: **Foreign Limited Liability Company** Business Status: **Active/Compliance**

NAICS Code: **Any legal purpose** NAICS Sub Code:

Principal Office Address: **2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA** Date of Formation / Registration Date: **12/18/2020**

Jurisdiction: **Alabama** Last Annual Registration Year: **2023**

Principal Record Address: **2660 Eastchase Ln Suite 200, Montgomery, AL, 36117, USA**

REGISTERED AGENT INFORMATION

Registered Agent Name: **James Teel, Jr.**

Physical Address: **6120 Powers Ferry Rd NW Suite 200, Atlanta, GA, 30339, USA**

County: **Fulton**

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CONTRACT AGREEMENT

Consultant: Goodwyn Mills Cawood, LLC.

Contract No.: #23RFP139483K-DB; TSPLOST Program Management Services

Address: 6120 Powers Ferry Rd. NW, Suite 200
City, State Atlanta, Georgia 30339

Telephone: (770) 952-2481

Email: jimteel@gmcnetwork.com

Contact: Jim Teel,
Regional Vice President, Georgia

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Goodwyn Mills Cawood, LLC.**, hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Public Works Department** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform Transportation Special Purpose Local Option Sales Tax (TSPLOST) Program Management Services, hereinafter, referred to as the “**Project**”.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Requirements;
- IV. Exhibit B: Special Conditions [Not Applicable];

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: SB369 Bill as Adopted
- XII. Exhibit J: Intergovernmental Agreement (IGA)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on Wednesday, November 1st, 2023; Item #23-0784.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). The services will include the preparation of reports and technical memorandum, conducting meetings, and following all requirements contained in SB369 to ensure Fulton County's compliance. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The initial term of the contract shall be for 365 calendar days with two (2) one (1) year renewal options as determined by the County. The Contract will commence as of the date the Notice to Proceed ("NTP") is issued by the County.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **\$118,000.00 (One Hundred Eighteen Thousand Dollars and No Cents)**, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which

shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, 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.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act

arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that

Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except

only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works

Director

141 Pryor Street, SW, Suite 6001

Atlanta, Georgia 30303

Telephone: (404) 612-2804

Email: david.clark@fultoncountyga.gov

Attention: David Clark

With a copy to:

Department of Purchasing & Contract Compliance

Chief Purchasing Agent

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Goodwyn Mills Cawood, LLC.

Regional Vice President, Georgia

6120 Powers Ferry Rd. NW, Suite 200

Atlanta, Georgia 30339

Telephone: (770) 952-2481

Email: jim.teel@gmcnetwork.com

Attention: Jim Teel

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a

response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information

- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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:

GOODWYN MILLS CAWOOD, LLC.

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

James J. Teel, Jr.

James J. Teel, Jr.,
Regional Vice President, Georgia

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix Corporate Seal)



carolyn S. Duncan

Notary Public

County: Shelby

Commission Expires: 5/31/2026

(Affix Corporate Seal)



DocuSigned by:

Denzel Stewart

Denzel Stewart
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David E. Clark, P.E., Director
Public Works

ITEM#: _____ RCS: _____	ITEM#: 23-0784 RM: 11/1/2023
RECESS MEETING	REGULAR MEETING

ADDENDA

GMC Acknowledgement of Addendum 1



Date: August 31st, 2023

Project Number: #23RFP139483K-DB

Project Title: TSPLOST Program Management Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1

Questions and Responses

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 7 day of September, 2023.

Jim Teel

Legal Name of Bidder/Proposer



Signature of Authorized Representative

Regional Vice President, Georgia

Title

EXHIBIT A

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

(Not Applicable)

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall complete the services listed:

- A. The Owner will engage the consultant to provide technical, professional, and other services for various County projects as broadly described in the scope of services necessary to support the TSPLOST program management function required by Fulton County.
- B. The Department of Public Works is designated as the Owner's representative to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the Department of Public Works.
- C. The intent of this Agreement is for the consultant to provide some, or all, of the TSPLOST program management services for Public Works on an as-needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the consultant will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal or decline such services when it is in the best interest of the Owner to do so. If the consultant's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the consultant shall provide the services required in accordance with the phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the consultant for any authorized work which has been satisfactorily performed up to and through the date of cancellation.
- D. It is understood and agreed by the consultant that the services performed under this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.
- E. The consultant's Basic Services consist of the five key work areas as described in Paragraphs 2 through 5 and include normal program management services and any other services included in Section 3 of the Solicitation Document or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the consultant and request a written proposal for the work to be performed on each project.

1. RESEARCH

- A. It is the expectation that the consultant will have full working knowledge of SB369, and all amendments, as passed by the Georgia General Assembly during the 2016 Session and signed into law by the Governor. The consultant will be responsible for ensuring that Fulton County remains in compliance with all requirements adopted by the General Assembly.
- B. The consultant will be responsible for fully understanding the Intergovernmental Agreement (IGA) between Fulton County and each city within Fulton County. The consultant will be required to ensure that all elements of the IGA are adhered to during the TSPLOST term.

2. PROGRAM MANAGEMENT

It is the expectation that the consultant will be responsible for the following major work elements between the award of the contract through the end of the current TSPLOST Program.

A. Capital Project Tracking

1. All transportation improvement projects are managed by each individual city. However, Fulton County has teamed with software provider, Socrata, to establish a web-based database for each city to enter their current project status.

2. The consultant will be responsible in ensuring that the information entered into the database is accurate and timely by the individual cities. Additionally, the consultant will be responsible for working with those cities who do not have accurate information entered into the database.

B. Monthly Financial Distribution

1. The State Department of Revenue proceeds the sales tax proceeds directly to each city on a monthly basis. The consultant will record the monthly amounts received by each city to ensure that the proceeds are consistent with the terms of the IGA.

2. Any inconsistencies in tax proceeds will be immediately brought to the attention of the affected city and Fulton County.

C. Citizen Oversight Council Meetings

1. Each City has appointed a citizen to represent the City on an oversight council. The Council is required to meet at least twice a year and is generally responsible for bringing concerns about how the TSPLOST program is being implemented to Fulton County.

2. The consultant will be responsible for coordinating and facilitating these meetings.

3. Additionally, an annual meeting with all of the City's Public Works' or Transportation Directors is held in December to review the individual City's progress in completing projects within their city. The consultant will also be responsible for coordinating and facilitating these meetings.

D. Annual audit of the TSPLOST Program

1. SB369 requires Fulton County to conduct an annual audit of the program and to publish the results in the local newspaper.

2. The actual audit is conducted by a contractor hired by the Fulton County Finance Department and is not a part of the consultant's duties. However, it is the responsibility of the consultant to receive the results from the audit and prepare and publish the annual report as required.

E. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.

2. Preparing and submitting grant applications for the Owner.

3. Providing coordination of work performed by separate contractors or by the Owner's own forces.

4. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

5. Attending and assisting the Owner in arranging any public information meeting or public proceeding.

3. **OWNER'S RESPONSIBILITY**

A. The Owner shall provide full information regarding requirements for the Project.

B. Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering, and/or construction management agreements with consultants other than the TSPLOST Program Management consultant and any of its sub-consultants named in this Agreement.

C. There is no guarantee of work in this Agreement; the consultant has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards.

D. The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.

E. The Owner will furnish to the consultant any information or materials in its possession which relates to a specified project as expeditiously as possible.

F. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the consultant and shall render decisions pertain thereto promptly, to avoid unreasonable delay in the progress of the TSPLOST Program Management services.

G. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the consultant's services and of the Work.

H. The Owner reserves the right to remove any personnel employed by the consultant who is assigned to perform services for Owner's Project.

4. **REIMBURSABLE EXPENSES**

A. Normal expenses shall be included in the hourly billing rates. All reimbursable expenses will be paid at cost. Pay requests submitted by the consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the consultant upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.

B. Reimbursable expenses shall be specified in the original scope of project services (see Solicitation Document). Airline transportation will not be paid.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Program Reports

1. The consultant will be required to produce all required reports, memorandum, and other documents identified with SB369 and the Intergovernmental Agreement (IGA) between Fulton County and the Cities.

PROJECT SCHEDULE

1. Milestones or submittal due dates will vary in accordance with the overall program requirements.
2. Project duration will vary depending on project assignments

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$118,000.00. The detailed costs are provided on following page:

GMC Cost Proposal

The Proposer agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Proposer declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Proposer proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Proposer also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

TOTAL BASE BID AMOUNT

Complete this table and insert in sealed cost proposal envelope. All projects assigned shall be based upon a dollar per hour rate. The Proposer will include his/her fees as outlined below. This proposal provides a pricing structure which includes program management:

SERVICE	PER HOURLY COST	ESTIMATED ANNUAL QUANTITY (hours)	TOTAL ANNUAL HOURLY COST
1. Engineer Principal – manages company wide engineering operations and projects	\$225	40	\$9,000
2. Project Manager – manages execution of the TSPLOST program management	\$200	360	\$72,000
3. Administrator / Secretary – performs administrative, clerical, and accounting functions	\$100	120	\$12,000

OWNER CONTROLLED CONTINGENCY			
4. Owner Controlled Contingency – Special studies, reports; and coordination meetings	L.S.	1	\$25,000.00
TOTAL BASE BID AMOUNT (lines 1- 4)			\$118,000

GMC Cost Proposal

A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall also be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. Hourly rates shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the Firm for the cost of, or any cost associated with, preparation of invoices for payment of the services under this contract. Costs for large amounts of reports or unusual reproduction requests by the County will be borne by the County. There shall be no reimbursable direct cost to the Firm.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and incorporates any modifications to the originally issued Proposal Documents included therein.

ADDENDUM # 1 DATED 8/31/2023
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____

PROPOSER: Goodwyn Mills Cawood, LLC (GMC)

Signed by:  Jim Teel

[Type or Print Name]

Title: Regional Vice President, Georgia

Business Address: 6120 Powers Ferry Road NW
 Suite 200
 Atlanta, Georgia 30339

Business Phone: (770) 952-2481

GMC Cost Proposal

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

A. Name	B. Address
<u>Jim Teel, Regional Vice President</u>	<u>6120 Powers Ferry Rd NW, Suite 200, Atlanta, GA 30339</u>
<u>John Barlow, Vice President, Engineering</u>	<u>6120 Powers Ferry Rd NW, Suite 200, Atlanta, GA 30339</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

EXHIBIT F

PURCHASING FORMS

GMC Purchasing Forms - A, B, C, D, E and F

**STATE OF GEORGIA
COUNTY OF FULTON
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Goodwyn Mills Cawood, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

829134

EEV/Basic Pilot Program* User Identification Number

Goodwyn Mills Cawood, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

Regional VP - Georgia

Title of Authorized Officer or Agent of Contractor

Jim Teel

Printed Name of Authorized Officer or Agent

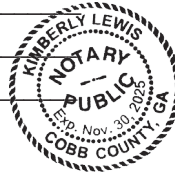
Sworn to and subscribed before me this 11th day of September, 2023.

Notary Public: Kimberly Lewis

County: Cobb County

Commission Expires: November 30, 2025

Kimberly Lewis



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

GMC Purchasing Forms - A, B, C, D, E and F

NOT APPLICABLE

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

GMC Purchasing Forms - A, B, C, D, E and F

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please refer to the following page for the required information as listed above.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

During the past five years GMC has grown to better serve our clients' needs. Over the past five years, several key personnel have joined GMC or relocated to the Atlanta region. We understand that success is dependent on meeting our clients' needs and we are here to serve you.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No individual at Goodwyn Mills Cawood LLC (GMC), has a business relationship with Fulton County. GMC has not had any employee, agent or representative (who will be directly involved in this project if awarded by Fulton County) (i) directly or indirectly has had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

GMC is currently serving Fulton County by managing the TSPLOST Program.

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TSPLOST Program Management Services
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GMC Purchasing Forms - A, B, C, D, E and F

Firm Principals

CEO Jeffrey Brewer, AIA
COO Galen Thackston, PE, LEED Green Associate
CFO Amanda Davis

2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117

Board of Directors

Lee Walters, PWS (Chairman)
Kevin Laird, PE
Galen Thackston, PE, LEED Green Associate
Cedric Campbell, PE
Freddie Lynn, Jr., AIA, LEED Green Associate
John Bricken III, PLA, ASLA, LEED Green Associate
Steve Jernigan, FAIA, LEED AP

11 North Water Street, Suite 15250, Mobile, Alabama 36602
117 Welborn Street, Greenville, South Carolina 29601
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
720 Bayfront Parkway, Suite 200, Pensacola, Florida 32502

Executive Vice Presidents

John Averrett, PE, LEED AP
John Bricken III, PLA, ASLA, LEED Green Associate
Steve Cawood, PE
Chris Engel, AIA, NCARB, LEED AP BD+C
Bobby Kemp, PE
Kevin Laird, PE
Jof Mehaffey, PWS
Robert Ramsey
David Reed, PE, PLS
Kevin Wales, PE
Bill Wallace, AIA

2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
117 Welborn Street, Greenville, South Carolina 29601
2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
117 Welborn Street, Greenville, South Carolina 29601
3310 West End Avenue, Suite 420, Nashville, Tennessee 37203
6120 Powers Ferry Road Northwest, Suite 200, Atlanta, Georgia 30339
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117

Regional Vice Presidents

Cedric Campbell, PE
Gary Owen, AIA, LEED Green Associate
Jim Teel
Lee Walters, PWS
Steve Jernigan, FAIA, LEED AP

2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
6120 Powers Ferry Road Northwest, Suite 200, Atlanta, Georgia 30339
11 North Water Street, Suite 15250, Mobile, Alabama 36602
720 Bayfront Parkway, Suite 200, Pensacola, Florida 32502

Corporate Vice Presidents

Abby Basinger
Brian Carey
Mario Galloway
Kristen Hunt
Ashley McKeithan

2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
11 North Water Street, Suite 15250, Mobile, Alabama 36602

GMC Purchasing Forms - A, B, C, D, E and F

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

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GMC Purchasing Forms - A, B, C, D, E and F

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

 NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES

 NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

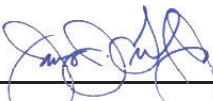
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GMC Purchasing Forms - A, B, C, D, E and F

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 11 day of September, 2023

Jim Teel 9/11/23
(Legal Name of Proponent) (Date)


9/11/23
(Signature of Authorized Representative) (Date)

Regional VP- Georgia
(Title)

Sworn to and subscribed before me,

This 11th day of September, 2023

Kimberly Lewis
(Notary Public)

(Seal)



Commission Expires November 30, 2025
(Date)

GMC Purchasing Forms - A, B, C, D, E and F

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Goodwyn Mills Cawood, LLC

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type:

Engineering Services

Professional License Number:

PEF007898

Expiration Date of License:

June 30, 2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: September 11, 2023

(ATTACH COPY OF LICENSE)

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TSPLOST Program Management Services
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GMC Purchasing Forms - A, B, C, D, E and F

State of Georgia Professional Engineering License



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Board of Registration for Professional Engineers and
 Land Surveyors

LICENSE NO. **PEF007898**
Goodwyn Mills Cawood, LLC
6120 Powers Ferry Road NW
suite 350
Atlanta GA 30339

Engineer Firm


EXP DATE - 06/30/2024 Status: Active
 Issue Date: 01/11/2021

Business Occupational Tax Certificate in Fulton County

2023

Expiration Date
12/31/20223

Account Number
25075



SANDY SPRINGS™
GEORGIA

BUSINESS OCCUPATIONAL
TAX CERTIFICATE


ENGINEERING SERVICES
(NOT TRANSFERABLE)

License Number
23-98719

Date Issued
1/18/2023

NAICS Code
541330

FOR OPERATION IN THE CITY OF SANDY SPRINGS, GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE REVOKED AND ANNULLED, AND IS SUBJECT TO ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Issued By:

 Raquel D. Gonzalez, City Clerk
 City of Sandy Springs
 1 Galambos Way
 Sandy Springs, Georgia 30328

Valid for Business Shown Below Only:

BUSINESS ADDRESS:
 GOODWYN MILLS CAWOOD, LLC
 6120 POWERS FERRY ROAD SUITE 350
 SANDY SPRINGS GA 30339

MAILING ADDRESS:
 GOODWYN MILLS CAWOOD, LLC
 PO BOX 242128
 MONTGOMERY, AL 36124

MUST BE POSTED IN A CONSPICUOUS LOCATION

GMC Purchasing Forms - A, B, C, D, E and F

	<h1>PROFESSIONAL LICENSING</h1> <hr/> <p>GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER</p> <p>CORPORATIONS • ELECTIONS • LICENSING • CHARITIES</p>	
<h3>Licensee Details</h3>		
Licensee Information		
Name: Rhonda C Davis		
Address: Evans GA 30809		
Primary Source License Information		
Lic #: PE025051	Profession: Engineers / Land Surveyors	Type: Professional Engineer
Secondary:	Method: Examination	Status: Active
Issued: 2/2/1999	Expires: 12/31/2023	Last Renewal Date: 12/6/2022
Associated Licenses		
No Prerequisite Information		

Rhonda Davis, PE
Professional License No. PE025051

GMC Purchasing Forms - A, B, C, D, E and F

**STATE OF GEORGIA
COUNTY OF FULTON**

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Goodwyn Mills Cawood, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Goodwyn Mills Cawood, LLC
(BUSINESS NAME)
6120 Powers Ferry Rd NW, Suite 200, Atlanta, GA 30339
(FULTON COUNTY BUSINESS ADDRESS)
Regional Vice President - Georgia

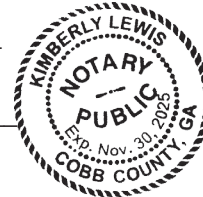
(OFFICIAL TITLE OF AFFIANT)
Jim Teel
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 11th day of September, 2023

Kimberly Lewis
(Notary Public) (Seal)



Commission Expires: November 30, 2025
(Date)

GMC Purchasing Forms - A, B, C, D, E and F

**STATE OF GEORGIA
COUNTY OF FULTON**

NOT APPLICABLE

**form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires: _____
(Date)

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EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

GMC Contract Compliance Forms - A, B1, B2, C

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Jim Teel),
Name

Regional Vice President - Georgia Goodwyn Mills Cawood, LLC
Title Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Jim Teel **TITLE:** Regional VP Georgia

SIGNATURE: 

ADDRESS: 6120 Powers Ferry Rd NW, Suite 200
Atlanta, GA 30339

PHONE NUMBER: 770.952.2481 **EMAIL:** jim.teel@gmcnetwork.com

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TSPLOST Program Management Services
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GMC Contract Compliance Forms - A, B1, B2, C

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Goodwyn Mills Cawood, LLC
 Request For Proposal #23RFP139483K-DB
ITB/RFP Name & Number: TSPLOST Program Management Services

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
- Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

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 TSPLOST Program Management Services
 Page 8


GMC Contract Compliance Forms - A, B1, B2, C

Total Dollar Value of Certified Subcontractors: (\$)	N/A
---	-----

Total Percentage of Certified Subcontractors: (%)	N/A
--	-----

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Regional VP - Georgia

Business or Corporate Name: Goodwyn Mills Cawood, LLC

Address: 6120 Powers Ferry Rd NW Suite 200
Atlanta, GA 30339

Telephone: (770) 952.2481

Fax Number: (770) 955.1064

Email Address: jim.teel@gmcnetwork.com

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TSPLOST Program Management Services
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EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

GMC Insurance Certificate

TSPLOST SERVICES

conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, 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.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Goodwyn Mills Cawood, LLC SIGNATURE: 


NAME: Jim Teel TITLE: Regional Vice President - Georgia

DATE: September 11, 2023

July 2023

GMC Insurance Certificate

Our Certificate of Liability Insurance is included on the following page to serve as evidence that GMC has insurance coverage for professional liability, each claim up to \$2,000,000 and aggregate up to \$4,000,000. GMC also has commercial general liability insurance, each occurrence up to \$1,000,000 and aggregate up to \$2,000,000; automobile liability insurance up to \$1,000,000; umbrella liability insurance, each occurrence up to \$4,000,000 and aggregate up to \$6,000,000; and workers compensation and employer's liability insurance up to \$1,000,000.

Client#: 4652		GOOMI		DATE (MM/DD/YYYY) 03/21/2023			
ACORD™		CERTIFICATE OF LIABILITY INSURANCE					
<p>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.</p> <p>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 any rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124			CONTACT NAME: Julie Faulkner PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: jfaulkner@hdbinsurance.com				
INSURED Goodwyn Mills & Cawood, Inc. Goodwyn Mills Cawood, LLC PO Box 242128 Montgomery, AL 36124			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A : Arch Insurance Company		11150		
			INSURER B : Continental Insurance Company		35289		
			INSURER C :				
			INSURER D :				
			INSURER E :				
			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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9258000	03/03/2023	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZACAT9294200	03/03/2023	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			7036908331	03/03/2023	10/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9750100	03/03/2023	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
Proof of Coverage				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 			
ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD						© 1988-2015 ACORD CORPORATION. All rights reserved.	
						CMC	

GMC Insurance Certificate

Certificate of Insurance Page 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2023

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 RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com	
INSURED Goodwyn Mills Cawood, LLC Goodwyn, Mills & Cawood, Inc. P.O. Box 242128 Montgomery AL 36124		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5015388	07/01/2023	07/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Specimen For Evidence Only	CANCELLATION 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

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EXHIBIT I

SB369 BILL AS ADOPTED

HOUSE SUBSTITUTE TO SENATE BILL 369

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 9 of Title 32 of the Official Code of Georgia Annotated, relating to mass
 2 transportation, so as to provide for the levy of a retail sales and use tax by the City of Atlanta
 3 for the purpose of providing public transportation of passengers for hire in the metropolitan
 4 area of the City of Atlanta; to provide for definitions, procedures, conditions, and limitations
 5 for the imposition of such tax; to provide for selection of projects for such purposes; to
 6 provide for a referendum; to provide for an additional referendum in certain instances; to
 7 provide for a limitation on the collection of a tax for transportation purposes in certain
 8 counties in certain instances; to amend Article 5A of Chapter 8 of Title 48 of the Official
 9 Code of Georgia Annotated, relating to the special district mass transportation sales and use
 10 tax, so as to provide for the levy of a tax for transportation purposes in metropolitan county
 11 special districts; to provide for definitions, procedures, conditions, and limitations for the
 12 imposition of such tax; to provide for selection of projects for such purposes; to provide for
 13 a referendum; to provide for the levy of a tax for transportation purposes in metropolitan
 14 municipality special districts; to provide for definitions, procedures, conditions, and
 15 limitations for the imposition of such tax; to provide for selection of projects for such
 16 purposes; to provide for a referendum; to provide for related matters; to provide for an
 17 effective date; to repeal conflicting laws; and for other purposes.

18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

19 **PART I**
 20 **MARTA Tax**
 21 **SECTION 1-1.**

22 Chapter 9 of Title 32 of the Official Code of Georgia Annotated, relating to mass
 23 transportation, is amended by adding a new Code section to read as follows:

24 "32-9-13.

25 (a) As used in this Code section, the term:

26 (1) 'Authority' means the authority created by the MARTA Act.
27 (2) 'City' means the City of Atlanta.
28 (3) 'MARTA Act' means an Act known as the 'Metropolitan Atlanta Rapid Transit
29 Authority Act of 1965,' approved March 10, 1965 (Ga. L. 1965, p. 2243), as amended.
30 (b) Any provisions to the contrary in the MARTA Act notwithstanding and pursuant to the
31 authority granted under a provision of the Constitution enacted by Ga. L. 1964, p. 1008,
32 the city shall be authorized to levy a retail sales and use tax up to .50 percent under the
33 provisions set forth in this Code section. Such tax shall be in addition to any tax which is
34 currently authorized and collected under the MARTA Act. The city may elect to hold a
35 referendum in 2016 as provided for by this Code section by the adoption of a resolution or
36 ordinance by its governing body on or prior to June 30, 2016; provided, however, that if
37 the city does not adopt a resolution or ordinance on or prior to June 30, 2016, it may elect
38 to hold a referendum at the November, 2017, municipal general election by the adoption
39 of a resolution or ordinance by its governing body to that effect on or prior to June 30,
40 2017. Such additional tax shall not count toward any local sales tax limitation provided for
41 by Code Section 48-8-6. Any tax imposed under this part at a rate of less than .50 percent
42 shall be in an increment of .05 percent. Any tax imposed under this part shall run
43 concurrently as to duration of the levy with the 1 percent tax currently levied pursuant to
44 the 'Metropolitan Atlanta Rapid Transit Authority Act of 1965,' approved March 10, 1965
45 (Ga. L. 1965, p. 2243), as amended.
46 (c)(1) No later than May 31 of the year a referendum is to be called for as provided in
47 this Code section, the authority shall submit to the city a preliminary list of new rapid
48 transit projects within or serving the geographical area of the city which may be funded
49 in whole or in part by the proceeds of the additional tax authorized by this Code section.
50 (2) No later than July 31 of the year a referendum is to be called for as provided in this
51 Code section, the authority shall submit to the city a final list of new rapid transit projects
52 within or serving the city to be funded in whole or in part by the proceeds of the tax
53 authorized by this Code section. Such final list of new rapid transit projects shall be
54 incorporated into the rapid transit contract established under Section 24 of the MARTA
55 Act between the authority and the city upon approval by the qualified voters of the city
56 of the referendum to levy the additional tax authorized by this Code section.
57 (d) Before the additional tax authorized under this Code section shall become valid, the
58 tax shall be approved by a majority of qualified voters of the city in a referendum thereon.
59 The procedure for holding the referendum called for in this Code section shall be as
60 follows: There shall be published in a newspaper having general circulation throughout the
61 city, once each week for four weeks immediately preceding the week during which the
62 referendum is to be held, a notice to the electors thereof that on the day named therein an

63 election will be held to determine the question of whether or not the tax authorized by this
 64 Code section should be collected in the city for the purpose of expanding and enhancing
 65 the rapid transit system. Such election shall be held in all the election districts within the
 66 territorial limits of the city. The question to be presented to the electorate in any such
 67 referendum shall be stated on the ballots or ballot labels as follows:

68 ' YES Shall an additional sales tax of (insert percentage) percent be collected in
 69 the City of Atlanta for the purpose of significantly expanding and
 70 () NO enhancing MARTA transit service in Atlanta?'

71 The question shall be published as a part of the aforesaid notice of election. Each such
 72 election shall be governed, held, and conducted in accordance with the provisions of law
 73 from time to time governing the holding of special elections. After the returns of such an
 74 election have been received, and the same have been canvassed and computed, the result
 75 shall be certified to the governing body of the city, in addition to any other person
 76 designated by law to receive the same, and such governing body shall officially declare the
 77 result thereof. Each election called by the governing body of the city under the provisions
 78 of this Code section shall be governed by and conducted in accordance with the provisions
 79 of law governing the holding of elections by the city. The expense of any such election
 80 shall be paid by the city.

81 (e) If a majority of those voting in such an election vote in favor of the proposition
 82 submitted, then the rapid transit contract between the authority and the city shall authorize
 83 the levy and collection of the tax provided for by this Code section, and the final list
 84 provided for in paragraph (2) of subsection (c) of this Code section shall be incorporated
 85 therein. All of the proceeds derived from the additional tax provided for by this Code
 86 section shall be first allocated for payment of the cost of the rapid transit projects
 87 incorporated in such contract, except as otherwise provided by the terms of such rapid
 88 transit contract, and thereafter, upon completion and payment of such rapid transit projects,
 89 as provided for in such contract and this Code section. It shall be the policy of the
 90 authority to provide that the tax collected under this Code section in an amount exceeding
 91 the cost of the rapid transit projects incorporated in the contract shall be expended solely
 92 within and for the benefit of the city. When a tax is imposed under this Code section, the
 93 rate of any tax approved as provided for by Article 5A of Chapter 8 of Title 48 shall and
 94 the tax provided for by this Code section, in aggregate, shall not exceed a rate of 1 percent.

95 (f) If a majority of those voting in an election provided for by this Code section in 2016
 96 vote against the proposition submitted, the city may elect to resubmit such proposition on
 97 the date of the November, 2017, municipal general election by the adoption of a resolution
 98 or ordinance to that effect on or prior to June 30, 2017, subject to the provisions of this
 99 Code section.

100 (g)(1) Except as provided for to the contrary in this Code section, the additional tax
 101 provided for by this Code section shall be collected in the same manner and under the
 102 same conditions as set forth in Section 25 of the MARTA Act.

103 (2) The tax provided for by this Code section shall not be subject to any restrictions as
 104 to rate provided for by the MARTA Act and shall not be subject to the provisions of
 105 paragraph (2) of subsection (b) or subsection (k) of Section 25 of the MARTA Act.

106 (3) A tax levied under this paragraph shall be added to the state sales and use tax
 107 imposed by Article 1 of Chapter 8 of Title 48 and the state revenue commissioner is
 108 authorized and directed to establish a bracket system by appropriate rules and regulations
 109 to collect the tax imposed under this paragraph in the city."

110 **PART II**

111 **Special District Transportation Taxes**

112 **SECTION 2-1.**

113 Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, relating to the
 114 special district mass transportation sales and use tax, is amended by revising such article as
 115 follows:

116 "ARTICLE 5A

117 Part 1

118 48-8-260.

119 As used in this article, the term:

120 (1) 'Intergovernmental agreement' means a contract entered into pursuant to Article IX,
 121 Section III, Paragraph I of the Constitution.

122 (2) 'Mass transportation' means any mode of transportation serving the general public
 123 which is appropriate to transport people by highways or rail.

124 (3) 'Mass transportation regional system participant' means any county within a special
 125 district created pursuant to Article 5 of this chapter in which mass transportation service
 126 is provided within such special district, to such special district, or from such special
 127 district by a multicounty regional transportation authority created by an Act of the
 128 General Assembly, including but not limited to the Georgia Regional Transportation
 129 Authority or the Metropolitan Atlanta Rapid Transit Authority.

130 (4) 'Qualified municipality' means a qualified municipality as defined in paragraph (4)
 131 of Code Section 48-8-110 which is located wholly or partly within a special district.

132 (5) 'Transportation purposes' means and includes roads, bridges, public transit, rails,
 133 airports, buses, seaports, including without limitation road, street, and bridge purposes
 134 pursuant to paragraph (1) of subsection (b) of Code Section 48-8-121, and all
 135 accompanying infrastructure and services necessary to provide access to these
 136 transportation facilities, including new general obligation debt and other multiyear
 137 obligations issued to finance such purposes. Such purposes shall also include the
 138 retirement of previously incurred general obligation debt with respect only to such
 139 purposes, but only if an intergovernmental agreement has been entered into under this
 140 article part.

141 48-8-261.

142 (a) Pursuant to the authority granted by Article IX, Section II, Paragraph VI of the
 143 Constitution of this state, 159 special districts are created within this state. The
 144 geographical boundary of each county shall correspond with and shall be conterminous
 145 with the geographical boundary of the 159 special districts created.

146 (b) On or after July 1, 2016, any county:

147 (1) That is not located within a special district levying a special sales and use tax
 148 pursuant to Article 5 of this chapter;

149 (2) That is not defined as a metropolitan county special district that is governed by the
 150 provisions of Part 2 of this article;

151 ~~(2)~~(3) That is a mass transportation regional system participant; and

152 ~~(3)~~(4) In which a tax is currently being levied and collected pursuant to:

153 (A) Part 1 of Article 3 of this chapter;

154 (B) A local constitutional amendment for purposes of a metropolitan area system of
 155 public transportation set out at Ga. L. 1964, p. 1008, and the laws enacted pursuant to
 156 such local constitutional amendment; or

157 (C) Code Section 48-8-96

158 may, by following the procedures required by this article part, impose for a limited period
 159 of time within the special district under this article part a transportation special purpose
 160 local option sales and use tax, the proceeds of which shall be used only for transportation
 161 purposes.

162 (c) On or after July 1, 2017, any county:

163 (1) That is not located within a special district levying a special sales and use tax
 164 pursuant to Article 5 of this chapter; ~~and~~

165 (2) That is not defined as a metropolitan county special district that is governed by the
 166 provisions of Part 2 of this article; and

167 ~~(2)~~(3) In which a tax is currently being levied and collected pursuant to:

168 (A) Part 1 of Article 3 of this chapter;

169 (B) A local constitutional amendment for purposes of a metropolitan area system of
170 public transportation set out at Ga. L. 1964, p. 1008, and the laws enacted pursuant to
171 such local constitutional amendment; or

172 (C) Code Section 48-8-96

173 may, by following the procedures required by this ~~article part~~, impose for a limited period
174 of time within the special district under this ~~article part~~ a transportation special purpose
175 local option sales and use tax, the proceeds of which shall be used only for transportation
176 purposes.

177 48-8-262.

178 ~~(a)(1) Except as otherwise provided in paragraph (2) of this subsection, prior~~ Prior to the
179 issuance of the call for the referendum required by Code Section 48-8-263, any county that
180 desires to levy a tax under this ~~article part~~ shall deliver or mail a written notice to the
181 mayor or chief elected official in each qualified municipality located within the special
182 district. Such notice shall contain the date, time, place, and purpose of a meeting at which
183 the governing authorities of the county and of each qualified municipality are to meet to
184 discuss possible projects for inclusion in the referendum and the rate of tax. The notice
185 shall be delivered or mailed at least ten days prior to the date of the meeting. The meeting
186 shall be held at least 30 days prior to the issuance of the call for the referendum.

187 ~~(2) When 90 percent or more of the geographic area of a special district is located within~~
188 ~~one or more qualified municipalities and when a qualified municipality or combination~~
189 ~~of qualified municipalities within the special district whose combined population within~~
190 ~~the special district is 60 percent or more of the aggregate population of all qualified~~
191 ~~municipalities within the special district desires to levy a tax under this article, such~~
192 ~~qualified municipality or municipalities may deliver or mail written notice to the chief~~
193 ~~elected official of the governing authority of the county located within the special district~~
194 ~~calling for a meeting to discuss projects for inclusion in the referendum and the rate of~~
195 ~~levy of the tax. Such notice shall contain the date, time, place, and purpose of the~~
196 ~~meeting and shall be delivered or mailed at least ten days prior to the date of the meeting.~~
197 ~~The meeting shall be held at least 30 days prior to the issuance of the call for a~~
198 ~~referendum. If the county and all qualified municipalities within the special district do~~
199 ~~not enter into an intergovernmental agreement meeting the requirements of subsection~~
200 ~~(b) of this Code section within 30 days after the meeting, when 90 percent or more of the~~
201 ~~geographic area of a special district is located within one or more qualified municipalities~~
202 ~~the qualified municipality or combination of qualified municipalities within the special~~
203 ~~district whose combined population within the special district is 60 percent or more of the~~

204 ~~aggregate population of all qualified municipalities within the special district may adopt~~
 205 ~~a resolution as provided in subsection (d) of this Code section and issue the call for a~~
 206 ~~referendum on the levy of a tax under this article.~~

207 (b)(1) Following the meeting required by subsection (a) of this Code section and prior
 208 to any tax being imposed under this ~~article~~ part, the county and all qualified
 209 municipalities therein may execute an intergovernmental agreement memorializing their
 210 agreement to the levy of a tax and the rate of such tax.

211 (2) If an intergovernmental agreement authorized by paragraph (1) of this subsection is
 212 entered into, it shall, at a minimum, include the following:

213 (A) A list of the projects and purposes qualifying as transportation purposes proposed
 214 to be funded from the tax, including an expenditure of at least 30 percent of the
 215 estimated revenue from the tax on projects ~~included in~~ consistent with the state-wide
 216 strategic transportation plan as defined in paragraph (6) of subsection (a) of Code
 217 Section 32-2-22;

218 (B) The estimated or projected dollar amounts allocated for each transportation
 219 purpose from proceeds from the tax;

220 (C) The procedures for distributing proceeds from the tax to qualified municipalities;

221 (D) A schedule for distributing proceeds from the tax to qualified municipalities which
 222 shall include the priority or order in which transportation purposes will be fully or
 223 partially funded;

224 (E) A provision that all transportation purposes included in the agreement shall be
 225 funded from proceeds from the tax except as otherwise agreed;

226 (F) A provision that proceeds from the tax shall be maintained in separate accounts and
 227 utilized exclusively for the specified purposes;

228 (G) Record-keeping and audit procedures necessary to carry out the purposes of this
 229 ~~article~~ part; and

230 (H) Such other provisions as the county and qualified municipalities choose to address.

231 (c)(1) If an intergovernmental agreement is entered into by the county and all qualified
 232 municipalities, the rate of the tax may be up to 1 percent.

233 (2) If an intergovernmental agreement is not entered into by the county and all qualified
 234 municipalities, the maximum rate of the tax shall not exceed .75 percent and such rate
 235 shall be determined by the governing authority of the county.

236 (d)(1) As soon as practicable after the meeting between the governing authorities of the
 237 county and qualified municipalities and the execution of an intergovernmental agreement,
 238 if applicable, the governing authority of the county shall by a majority vote on a
 239 resolution offered for such purpose submit the list of transportation purposes and the
 240 question of whether the tax should be approved to electors of the special district in the

241 next scheduled election and shall notify the county election superintendent within the
 242 special district by forwarding to the superintendent a copy of such resolution calling for
 243 the imposition of the tax. Such list, or a digest thereof, shall be available during regular
 244 business hours in the office of the county clerk.

245 (2) The resolution authorized by paragraph (1) of this subsection shall describe:

246 (A) The specific transportation purposes to be funded;

247 (B) The approximate cost of such transportation purposes, which shall also be the
 248 maximum amount of net proceeds to be raised by the tax; and

249 (C) The maximum period of time, to be stated in calendar years, for which the tax may
 250 be imposed and the rate thereof. The maximum period of time for the imposition of the
 251 tax shall not exceed five years.

252 48-8-263.

253 (a)(1) The ballot submitting the question of the imposition of the tax to the voters within
 254 the special district shall have written or printed thereon the following:

255 '() YES Shall a special ___ percent sales and use tax be imposed in the special
 256 district consisting of _____ County for a period of time not to exceed

257 () NO _____ and for the raising of not more than an estimated amount of
 258 \$_____ for transportation purposes?'

259 (2) If debt is to be issued, the ballot shall also have written or printed thereon, following
 260 the language specified by paragraph (1) of this subsection, the following:

261 'If imposition of the tax is approved by the voters, such vote shall also constitute
 262 approval of the issuance of general obligation debt of _____ County in the
 263 principal amount of \$_____ for the above purpose.'

264 (b) The election superintendent shall issue the call and conduct the election in the manner
 265 authorized by general law. The superintendent shall canvass the returns, declare the result
 266 of the election, and certify the result to the Secretary of State and to the commissioner. The
 267 expense of the election shall be paid from county funds. All persons desiring to vote in
 268 favor of imposing the tax shall vote 'Yes,' and all persons opposed to imposing the tax shall
 269 vote 'No.' If more than one-half of the votes cast throughout the entire special district are
 270 in favor of imposing the tax, then the tax shall be imposed as provided in this ~~article~~ part.

271 (c) Where such question is not approved by the voters, the county may resubmit such
 272 question from time to time upon compliance with the requirements of this ~~article~~ part.

273 (d)(1) If the intergovernmental agreement, if applicable, and proposal include the
 274 authority to issue general obligation debt and if more than one-half of the votes cast are
 275 in favor of the proposal, then the authority to issue such debt in accordance with Article
 276 IX, Section V, Paragraph I of the Constitution is given to the proper officers of the

277 county; otherwise, such debt shall not be issued. If the authority to issue such debt is so
 278 approved by the voters, then such debt may be issued without further approval by the
 279 voters.

280 (2) If the issuance of general obligation debt is included and approved as provided in this
 281 Code section, then the governing authority of the county may incur such debt either
 282 through the issuance and validation of general obligation bonds or through the execution
 283 of a promissory note or notes or other instrument or instruments. If such debt is incurred
 284 through the issuance of general obligation bonds, such bonds and their issuance and
 285 validation shall be subject to Articles 1 and 2 of Chapter 82 of Title 36 except as
 286 specifically provided otherwise in this ~~article~~ part. If such debt is incurred through the
 287 execution of a promissory note or notes or other instrument or instruments, no validation
 288 proceedings shall be necessary, and such debt shall be subject to Code Sections 36-80-10
 289 through 36-80-14 except as specifically provided otherwise in this ~~article~~ part. In either
 290 event, such general obligation debt shall be payable first from the separate account in
 291 which are placed the proceeds received by the county from the tax. Such general
 292 obligation debt shall, however, constitute a pledge of the full faith, credit, and taxing
 293 power of the county; and any liability on such debt which is not satisfied from the
 294 proceeds of the tax shall be satisfied from the general funds of the county.

295 48-8-264.

296 (a)(1) If the imposition of the tax is approved at the election, the tax shall be imposed on
 297 the first day of the next succeeding calendar quarter which begins more than 80 days after
 298 the date of the election at which the tax was approved by the voters.

299 (2) With respect to services which are regularly billed on a monthly basis, however, the
 300 resolution shall become effective with respect to and the tax shall apply to services billed
 301 on or after the effective date specified in paragraph (1) of this subsection.

302 (b) The tax shall cease to be imposed on the earliest of the following dates:

303 (1) If the resolution calling for the imposition of the tax provided for the issuance of
 304 general obligation debt and such debt is the subject of validation proceedings, as of the
 305 end of the first calendar quarter ending more than 80 days after the date on which a court
 306 of competent jurisdiction enters a final order denying validation of such debt;

307 (2) On the final day of the maximum period of time specified for the imposition of the
 308 tax; or

309 (3) As of the end of the calendar quarter during which the commissioner determines that
 310 the tax will have raised revenues sufficient to provide to the special district net proceeds
 311 equal to or greater than the amount specified as the maximum amount of net proceeds to
 312 be raised by the tax.

313 (c)(1) At any time, no more than a single tax under this ~~article~~ part shall be imposed
 314 within a special district. Any tax imposed under this ~~article~~ part may, subject to the
 315 requirements of subsection (c) of Code Section 48-8-262, be imposed at a rate of up to
 316 1 percent but shall not exceed 1 percent. Any tax imposed under this ~~article~~ part at a rate
 317 of less than 1 percent shall be in an increment of .05 percent.

318 (2) In any special district in which a tax is in effect under this ~~article~~ part, proceedings
 319 may be commenced, while the tax is in effect, calling for the reimposition of the tax upon
 320 the termination of the tax then in effect; and an election may be held at the next scheduled
 321 election for this purpose while the tax is in effect. Such proceedings for the reimposition
 322 of a tax under this ~~article~~ part shall be in the same manner as proceedings for the initial
 323 imposition of the tax, but the newly authorized tax shall not be imposed until the
 324 expiration of the tax then in effect.

325 (3) Following the expiration of a tax under this ~~article~~ part, proceedings for the
 326 reimposition of a tax under this ~~article~~ part may be initiated in the same manner as
 327 provided in this ~~article~~ part for initial imposition of such tax.

328 48-8-265.

329 A tax levied pursuant to this ~~article~~ part shall be exclusively administered and collected by
 330 the commissioner for the use and benefit of the county and qualified municipalities within
 331 the special district imposing the tax. Such administration and collection shall be
 332 accomplished in the same manner and subject to the same applicable provisions,
 333 procedures, and penalties provided in Article 1 of this chapter; provided, however, that all
 334 moneys collected from each taxpayer by the commissioner shall be applied first to such
 335 taxpayer's liability for taxes owed the state; and provided, further, that the commissioner
 336 may rely upon a representation by or on behalf of the special district or the Secretary of
 337 State that such a tax has been validly imposed, and the commissioner and the
 338 commissioner's agents shall not be liable to any person for collecting any such tax which
 339 was not validly imposed. Dealers shall be allowed a percentage of the amount of the tax
 340 due and accounted for and shall be reimbursed in the form of a deduction in submitting,
 341 reporting, and paying the amount due if such amount is not delinquent at the time of
 342 payment. The deduction shall be at the rate and subject to the requirements specified under
 343 subsections (b) through (f) of Code Section 48-8-50.

344 48-8-266.

345 Each sales tax return remitting taxes collected under this ~~article~~ part shall separately
 346 identify the location of each retail establishment at which any of the taxes remitted were
 347 collected and shall specify the amount of sales and the amount of taxes collected at each

348 establishment for the period covered by the return in order to facilitate the determination
 349 by the commissioner that all taxes imposed by this ~~article~~ part are collected and distributed
 350 according to situs of sale.

351 48-8-267.

352 (a) The proceeds of the tax collected by the commissioner in each special district under
 353 this ~~article~~ part shall be disbursed as soon as practicable after collection as follows:

354 (1) One percent of the amount collected shall be paid into the general fund of the state
 355 treasury in order to defray the costs of administration; and

356 (2) Except for the percentage provided in paragraph (1) of this subsection, the remaining
 357 proceeds of the tax shall be distributed:

358 (A) Pursuant to the terms of the intergovernmental agreement, if applicable; or

359 (B) If no intergovernmental agreement has been entered into, in accordance with
 360 subsection (b) of this Code section.

361 (b) In the event an intergovernmental agreement has not been entered into, then
 362 distribution of the proceeds shall be as follows:

363 (1) The state auditor shall determine the most recent three fiscal years for which an audit
 364 under Code Section 36-81-7 has been made;

365 (2) Utilizing the audit information under paragraph (1) of this subsection, the county and
 366 each qualified municipality shall receive a proportional amount of proceeds of the tax
 367 based upon the amount of expenditures made for transportation in the most recent three
 368 fiscal years. The proportional amount for the county and each qualified municipality
 369 shall be determined by dividing the average expended on transportation during the most
 370 recent three fiscal years by the county or qualified municipality by the aggregate average
 371 expended on transportation by the county and all qualified municipalities in the special
 372 district during the most recent three fiscal years. Amounts expended on transportation
 373 include transportation maintenance and operation costs and shall correspond with
 374 classifications and subclassifications specified in the local government uniform chart of
 375 accounts under subsection (e) of Code Section 36-81-3 within section 4200, including
 376 noncapital expenditures within sections 4210-4270, and shall be reported in the local
 377 government audit. Total general fund expenditures by the local government within these
 378 categories shall be specified in the footnotes of the audited financial statement. If such
 379 transportation expenditures include maintenance and operation costs to support local
 380 government airport and transit operations, reported in functions 7561 and 7563 of the
 381 uniform chart, the general fund costs for those functions shall be included in the footnotes
 382 of the local government's audited financial report; and

383 (3) Following the determinations made pursuant to paragraph (2) of this subsection and
 384 at least 30 days prior to the referendum, the state auditor shall certify the appropriate
 385 distribution percentages to the commissioner and the commissioner shall utilize such
 386 percentages for the distribution of proceeds for the term of the tax.

387 48-8-268.

388 (a) The proceeds of a tax under this ~~article~~ part shall not be subject to any allocation or
 389 balancing of state and federal funds provided for by general law, and such proceeds shall
 390 not be considered or taken into account in any such allocation or balancing.

391 (b) The approval of the tax under this ~~article~~ part shall not in any way diminish the
 392 percentage of state or federal funds allocated to any of the local governments under Code
 393 Section 32-5-27 within the special district levying the tax. The amount of state or federal
 394 funds expended in the county or any qualified municipality within the special district shall
 395 not be decreased or diverted due to the use of proceeds from the tax levied under this ~~article~~
 396 part for transportation purposes that have a high priority in the state-wide strategic
 397 transportation plan.

398 48-8-269.

399 (a) Except as to rate, a tax imposed under this ~~article~~ part shall correspond to the tax
 400 imposed by Article 1 of this chapter. No item or transaction which is not subject to
 401 taxation under Article 1 of this chapter shall be subject to a tax imposed under this ~~article~~
 402 part, except that a tax imposed under this ~~article~~ part shall not apply to:

403 (1) The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road
 404 farm or agricultural equipment, or locomotives;

405 (2) The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;

406 (3) The sale or use of fuel that is used for propulsion of motor vehicles on the public
 407 highways;

408 (4) The sale or use of energy used in the manufacturing or processing of tangible goods
 409 primarily for resale;

410 (5) The sale or use of motor fuel as defined under paragraph (9) of Code Section 48-9-2
 411 for public mass transit; or

412 (6) The purchase or lease of any motor vehicle pursuant to Code Section 48-5C-1.

413 (b) Except as otherwise specifically provided in this ~~article~~ part, the tax imposed pursuant
 414 to this ~~article~~ part shall be subject to any sales and use tax exemption which is otherwise
 415 imposed by law; provided, however, that the tax levied by this ~~article~~ part shall be
 416 applicable to the sale of food and food ingredients as provided for in paragraph (57) of
 417 Code Section 48-8-3.

418 48-8-269.1.

419 Where a local sales or use tax has been paid with respect to tangible personal property by
420 the purchaser either in another local tax jurisdiction within this state or in a tax jurisdiction
421 outside this state, the tax may be credited against the tax authorized to be imposed by this
422 ~~article part~~ upon the same property. If the amount of sales or use tax so paid is less than
423 the amount of the tax due under this ~~article part~~, the purchaser shall pay an amount equal
424 to the difference between the amount paid in the other tax jurisdiction and the amount due
425 under this ~~article part~~. The commissioner may require such proof of payment in another
426 local tax jurisdiction as he or she deems necessary and proper. No credit shall be granted,
427 however, against the tax under this ~~article part~~ for tax paid in another jurisdiction if the tax
428 paid in such other jurisdiction is used to obtain a credit against any other local sales and use
429 tax levied in the county or in a special district which includes the county.

430 48-8-269.2.

431 No tax shall be imposed upon the sale of tangible personal property which is ordered by
432 and delivered to the purchaser at a point outside the geographical area of the county in
433 which the tax is imposed regardless of the point at which title passes, if the delivery is
434 made by the seller's vehicle, United States mail, or common carrier or by private or contract
435 carrier.

436 48-8-269.3.

437 The commissioner shall have the power and authority to promulgate such rules and
438 regulations as shall be necessary for the effective and efficient administration and
439 enforcement of the collection of the tax.

440 48-8-269.4.

441 Except as provided in Code Section 48-8-6, the tax authorized under this ~~article part~~ shall
442 be in addition to any other local sales and use tax. Except as otherwise provided in this
443 ~~article part~~ and except as provided in Code Section 48-8-6, the imposition of any other
444 local sales and use tax within a county or qualified municipality within a special district
445 shall not affect the authority of a county to impose the tax authorized under this ~~article part~~,
446 and the imposition of the tax authorized under this ~~article part~~ shall not affect the
447 imposition of any otherwise authorized local sales and use tax within the special district.

448 48-8-269.5.

449 (a)(1) The proceeds received from the tax shall be used by the county and qualified
450 municipalities within the special district exclusively for the transportation purposes

451 specified in the resolution calling for imposition of the tax. Such proceeds shall be kept
452 in a separate account from other funds of any county or qualified municipality receiving
453 proceeds of the tax and shall not in any manner be commingled with other funds of any
454 county or qualified municipality prior to the expenditure.

455 (2) The governing authority of each county and the governing authority of each qualified
456 municipality receiving any proceeds from the tax under this ~~article~~ part shall maintain a
457 record of each and every purpose for which the proceeds of the tax are used. A schedule
458 shall be included in each annual audit which shows for each purpose in the resolution
459 calling for imposition of the tax the original estimated cost, the current estimated cost if
460 it is not the original estimated cost, amounts expended in prior years, and amounts
461 expended in the current year. The auditor shall verify and test expenditures sufficient to
462 provide assurances that the schedule is fairly presented in relation to the financial
463 statements. The auditor's report on the financial statements shall include an opinion, or
464 disclaimer of opinion, as to whether the schedule is presented fairly in all material
465 respects in relation to the financial statements taken as a whole.

466 (b) No general obligation debt shall be issued in conjunction with the imposition of the tax
467 unless the county governing authority determines that, and if the debt is to be validated it
468 is demonstrated in the validation proceedings that, during each year in which any payment
469 of principal or interest on the debt comes due, the county will receive from the tax net
470 proceeds sufficient to fully satisfy such liability. General obligation debt issued under this
471 ~~article~~ part shall be payable first from the separate account in which are placed the proceeds
472 received by the county from the tax. Such debt, however, shall constitute a pledge of the
473 full faith, credit, and taxing power of the county; and any liability on such debt which is
474 not satisfied from the proceeds of the tax shall be satisfied from the general funds of the
475 county.

476 (c) The intergovernmental agreement, if applicable, and resolution calling for the
477 imposition of the tax may specify that all of the proceeds of the tax will be used for
478 payment of general obligation debt issued in conjunction with the imposition of the tax,
479 and, in that event, such proceeds shall be solely for such purpose except as otherwise
480 provided in subsection (f) of this Code section.

481 (d) The intergovernmental agreement, if applicable, and resolution calling for the
482 imposition of the tax may specify that a part of the proceeds of the tax will be used for
483 payment of general obligation debt issued in conjunction with the imposition of the tax.
484 The intergovernmental agreement, if applicable, and resolution shall specifically state the
485 other purposes for which such proceeds will be used. In such a case, no part of the net
486 proceeds from the tax received in any year shall be used for such other purposes until all

487 debt service requirements of the general obligation debt for that year have first been
488 satisfied from the account in which the proceeds of the tax are placed.

489 (e) The resolution calling for the imposition of the tax may specify that no general
490 obligation debt is to be issued in conjunction with the imposition of the tax. The
491 intergovernmental agreement, if applicable, and resolution shall specifically state the
492 purpose or purposes for which the proceeds will be used.

493 (f)(1)(A) If the proceeds of the tax are specified to be used solely for the purpose of
494 payment of general obligation debt issued in conjunction with the imposition of the tax,
495 then any net proceeds of the tax in excess of the amount required for final payment of
496 such debt shall be subject to and applied as provided in paragraph (2) of this subsection.

497 (B) If the special district receives from the tax net proceeds in excess of the maximum
498 cost of the transportation projects and purposes stated in the resolution calling for the
499 imposition of the tax or in excess of the actual cost of such projects and purposes, then
500 such excess proceeds shall be subject to and applied as provided in paragraph (2) of this
501 subsection unless otherwise specified in the intergovernmental agreement, if applicable.

502 (C) If the tax is terminated under paragraph (1) of subsection (b) of Code Section
503 48-8-264 by reason of denial of validation of debt, then all net proceeds received by the
504 special district from the tax shall be excess proceeds subject to paragraph (2) of this
505 subsection.

506 (2) Excess proceeds subject to this subsection shall be used solely for the purpose of
507 reducing any indebtedness of any county or qualified municipality within the special
508 district other than indebtedness incurred pursuant to this ~~article~~ part. If there is no such
509 other indebtedness or if the excess proceeds exceed the amount of any such other
510 indebtedness, then the excess proceeds shall next be paid into the general fund of such
511 county or qualified municipality, it being the intent that any funds so paid into the general
512 fund of such county or qualified municipality be used for the purpose of reducing ad
513 valorem taxes.

514 48-8-269.6.

515 Not later than December 31 of each year, the governing authority of each county and each
516 ~~qualifying~~ qualified municipality receiving any proceeds from the tax under this ~~article~~ part
517 shall publish annually, in a newspaper of general circulation in the boundaries of such
518 county or municipality, a simple, nontechnical report which shows for each purpose in the
519 resolution calling for the imposition of the tax the original estimated cost, the current
520 estimated cost if it is not the original estimated cost, amounts expended in prior years, and
521 amounts expended in the current year. The report shall also include a statement of what
522 corrective action the county or qualified municipality intends to implement with respect to

523 each purpose which is underfunded or behind schedule and a statement of any surplus
524 funds which have not been expended for a purpose.

525 Part 2

526 48-8-269.7.

527 (a) Pursuant to the authority granted by Article IX, Section II, Paragraph VI of the
528 Constitution of this state, 159 special districts are created within this state. The
529 geographical boundary of each county shall correspond with and shall be conterminous
530 with the geographical boundary of the 159 special districts created.

531 (b) The provisions of this part shall only be applicable to special districts in which:

532 (1) A tax is currently being levied and collected pursuant to a local constitutional
533 amendment for purposes of a metropolitan area system of public transportation set out
534 at Ga. L. 1964, p. 1008, and the laws enacted pursuant to such local constitutional
535 amendment; and

536 (2) Eighty percent or more of the geographic area of the special district is located within
537 one or more qualified municipalities as defined in paragraph (4) of Code Section
538 48-8-260.

539 (c) Any special district in this state meeting the qualifications contained in subsection (b)
540 of this Code section shall be known as a metropolitan county special district.

541 48-8-269.8.

542 (a) After July 1, 2016, any part of a metropolitan county special district that is outside the
543 boundaries of a metropolitan municipality special district, as provided for in Code Section
544 48-8-269.995, may, by following the procedures required by this part, impose for a limited
545 period of time within such part of the metropolitan county special district a transportation
546 special purpose local option sales and use tax, the proceeds of which shall be used only for
547 transportation purposes.

548 (b) Prior to the issuance of the call for the referendum required by Code Section
549 48-8-269.9, the governing authority of the county in which the part of a metropolitan
550 county special district that desires to levy a tax under this part is located shall deliver or
551 mail a written notice to the mayor or chief elected official in each qualified municipality
552 located within such part of the metropolitan county special district. Such notice shall
553 contain the date, time, place, and purpose of a meeting at which the governing authority of
554 such county and of each qualified municipality are to meet to discuss possible projects for
555 inclusion in the referendum and the rate of tax. The notice shall be delivered or mailed at

556 least ten days prior to the date of the meeting. The meeting shall be held at least 30 days
557 prior to the issuance of the call for the referendum.

558 (c)(1) Upon approval of the qualified municipalities or county representing at least 60
559 percent of the population of the part of the metropolitan county special district not within
560 the boundaries of a metropolitan municipality special district, the governing authority of
561 the county, unless there is a vote against the resolution by a majority plus one of the
562 members of such governing authority of the county, shall sign a resolution offered for
563 such purpose and shall submit the list of transportation purposes, as approved by the
564 qualified municipalities or county representing at least 60 percent of the population of the
565 part of the metropolitan county special district and the question of whether the tax should
566 be approved to electors of the part of the metropolitan county special district not within
567 the boundaries of a metropolitan municipality special district in the next scheduled
568 election and shall notify the county election superintendent by forwarding to the
569 superintendent a copy of such resolution calling for the imposition of the tax. Such list,
570 or a digest thereof, shall be available during regular business hours in the office of the
571 county clerk and in the offices of the governing authorities of the qualified municipalities
572 participating in the election.

573 (2) The resolution authorized by paragraph (1) of this subsection shall describe:

574 (A) The specific transportation purposes to be funded;

575 (B) The approximate cost of such transportation purposes, which shall also be the
576 maximum amount of net proceeds to be raised by the tax;

577 (C) The maximum period of time, to be stated in calendar years, for which the tax may
578 be imposed and the rate thereof. The maximum period of time for the imposition of the
579 tax shall not exceed five years; and

580 (D) A list of the projects and purposes qualifying as transportation purposes proposed
581 to be funded from the tax, including an expenditure of at least 30 percent of the
582 estimated revenue from the tax on projects consistent with the state-wide strategic
583 transportation plan as defined in paragraph (6) of subsection (a) of Code Section
584 32-2-22.

585 48-8-269.9.

586 (a)(1) The ballot submitting the question of the imposition of the tax to the voters within
587 the part of the metropolitan county special district shall have written or printed thereon
588 the following:

589 '() YES Shall an additional _____ percent sales tax be collected in part of
 590 County _____ for _____ years for the purpose of transportation
 591 () NO improvements and congestion reduction?'

592 (2) If debt is to be issued, the ballot shall also have written or printed thereon, following
 593 the language specified by paragraph (1) of this subsection, the following:

594 'If imposition of the tax is approved by the voters, such vote shall also constitute
 595 approval of the issuance of general obligation debt of _____ County in the
 596 principal amount of \$ _____ for the above purpose.'

597 (b) The election superintendent shall issue the call and conduct the election in the manner
 598 authorized by general law. The superintendent shall canvass the returns, declare the result
 599 of the election, and certify the result to the Secretary of State and to the commissioner. The
 600 expense of the election shall be paid from county funds. All persons desiring to vote in
 601 favor of imposing the tax shall vote 'Yes,' and all persons opposed to imposing the tax shall
 602 vote 'No.' If more than one-half of the votes cast throughout the part of the metropolitan
 603 county special district are in favor of imposing the tax, then the tax shall be imposed as
 604 provided in this part.

605 (c) Where such question is not approved by the voters, the metropolitan county special
 606 district may resubmit such question from time to time upon compliance with the
 607 requirements of this part.

608 (d)(1) If the proposal includes the authority to issue general obligation debt and if more
 609 than one-half of the votes cast are in favor of the proposal, then the authority to issue such
 610 debt in accordance with Article IX, Section V, Paragraph I of the Constitution is given
 611 to the proper officers of the county; otherwise, such debt shall not be issued. If the
 612 authority to issue such debt is so approved by the voters, then such debt may be issued
 613 without further approval by the voters.

614 (2) If the issuance of general obligation debt is included and approved as provided in this
 615 Code section, then the governing authority of the county may incur such debt either
 616 through the issuance and validation of general obligation bonds or through the execution
 617 of a promissory note or notes or other instrument or instruments. If such debt is incurred
 618 through the issuance of general obligation bonds, such bonds and their issuance and
 619 validation shall be subject to Articles 1 and 2 of Chapter 82 of Title 36 except as
 620 specifically provided otherwise in this part. If such debt is incurred through the execution
 621 of a promissory note or notes or other instrument or instruments, no validation
 622 proceedings shall be necessary, and such debt shall be subject to Code Sections 36-80-10
 623 through 36-80-14 except as specifically provided otherwise in this part. In either event,
 624 such general obligation debt shall be payable first from the separate account in which are
 625 placed the proceeds received by the county from the tax. Such general obligation debt

626 shall, however, constitute a pledge of the full faith, credit, and taxing power of the
627 county; and any liability on such debt which is not satisfied from the proceeds of the tax
628 shall be satisfied from the general funds of the county.

629 48-8-269.91.

630 (a)(1) If the imposition of the tax is approved at the election, the tax shall be imposed on
631 the first day of the next succeeding calendar quarter which begins more than 80 days after
632 the date of the election at which the tax was approved by the voters.

633 (2) With respect to services which are regularly billed on a monthly basis, however, the
634 resolution shall become effective with respect to and the tax shall apply to services billed
635 on or after the effective date specified in paragraph (1) of this subsection.

636 (b) The tax shall cease to be imposed on the earliest of the following dates:

637 (1) If the resolution calling for the imposition of the tax provided for the issuance of
638 general obligation debt and such debt is the subject of validation proceedings, as of the
639 end of the first calendar quarter ending more than 80 days after the date on which a court
640 of competent jurisdiction enters a final order denying validation of such debt;

641 (2) On the final day of the maximum period of time specified for the imposition of the
642 tax; or

643 (3) As of the end of the calendar quarter during which the commissioner determines that
644 the tax will have raised revenues sufficient to provide to the metropolitan county special
645 district net proceeds equal to or greater than the amount specified as the maximum
646 amount of net proceeds to be raised by the tax.

647 (c)(1) At any time, no more than a single tax under this part shall be imposed within a
648 metropolitan county special district. Any tax imposed under this part may be imposed
649 at a rate of up to .75 percent. Any tax imposed under this part at a rate of less than .75
650 percent shall be in an increment of .05 percent.

651 (2) In any metropolitan county special district in which a tax is currently being levied
652 and collected pursuant to a local constitutional amendment for purposes of a metropolitan
653 area system of public transportation set out at Ga. L. 1964, p. 1008, and the laws enacted
654 pursuant to such local constitutional amendment, and such tax is levied at a percentage
655 over 1 percent, then the combined amount of the percentage over 1 percent of such tax
656 and the tax levied pursuant to this part shall not exceed 1 percent.

657 (3) In any metropolitan county special district in which a tax is in effect under this part,
658 proceedings may be commenced, while the tax is in effect, calling for the reimposition
659 of the tax upon the termination of the tax then in effect; and an election may be held at
660 the next scheduled election for this purpose while the tax is in effect. Such proceedings
661 for the reimposition of a tax under this part shall be in the same manner as proceedings

662 for the initial imposition of the tax, but the newly authorized tax shall not be imposed
663 until the expiration of the tax then in effect.

664 (4) Following the expiration of a tax under this part, proceedings for the reimposition of
665 a tax under this part may be initiated in the same manner as provided in this part for
666 initial imposition of such tax.

667 48-8-269.92.

668 A tax levied pursuant to this part shall be exclusively administered and collected by the
669 commissioner for the use and benefit of the county and qualified municipalities within the
670 part of the metropolitan county special district imposing the tax. Such administration and
671 collection shall be accomplished in the same manner and subject to the same applicable
672 provisions, procedures, and penalties provided in Article 1 of this chapter; provided,
673 however, that all moneys collected from each taxpayer by the commissioner shall be
674 applied first to such taxpayer's liability for taxes owed the state; and provided, further, that
675 the commissioner may rely upon a representation by or on behalf of the metropolitan
676 county special district or the Secretary of State that such a tax has been validly imposed,
677 and the commissioner and the commissioner's agents shall not be liable to any person for
678 collecting any such tax which was not validly imposed. Dealers shall be allowed a
679 percentage of the amount of the tax due and accounted for and shall be reimbursed in the
680 form of a deduction in submitting, reporting, and paying the amount due if such amount
681 is not delinquent at the time of payment. The deduction shall be at the rate and subject to
682 the requirements specified under subsections (b) through (f) of Code Section 48-8-50.

683 48-8-269.93.

684 Each sales tax return remitting taxes collected under this part shall separately identify the
685 location of each retail establishment at which any of the taxes remitted were collected and
686 shall specify the amount of sales and the amount of taxes collected at each establishment
687 for the period covered by the return in order to facilitate the determination by the
688 commissioner that all taxes imposed by this part are collected and distributed according to
689 situs of sale.

690 48-8-269.94.

691 The proceeds of the tax collected by the commissioner in each metropolitan county special
692 district under this part shall be disbursed as soon as practicable after collection as follows:
693 (1) One percent of the amount collected shall be paid into the general fund of the state
694 treasury in order to defray the costs of administration; and

695 (2) Except for the percentage provided in paragraph (1) of this Code section, the
 696 remaining proceeds of the tax shall be distributed pursuant to the terms of an
 697 intergovernmental agreement.

698 48-8-269.95.

699 (a) The proceeds of a tax under this part shall not be subject to any allocation or balancing
 700 of state and federal funds provided for by general law, and such proceeds shall not be
 701 considered or taken into account in any such allocation or balancing.

702 (b) The approval of the tax under this part shall not in any way diminish the percentage of
 703 state or federal funds allocated to any of the local governments under Code Section 32-5-27
 704 within the metropolitan county special district levying the tax. The amount of state or
 705 federal funds expended in the county or any qualified municipality within the metropolitan
 706 county special district shall not be decreased or diverted due to the use of proceeds from
 707 the tax levied under this part for transportation purposes that have a high priority in the
 708 state-wide strategic transportation plan.

709 48-8-269.96.

710 (a) Except as to rate, a tax imposed under this part shall correspond to the tax imposed by
 711 Article 1 of this chapter. No item or transaction which is not subject to taxation under
 712 Article 1 of this chapter shall be subject to a tax imposed under this part, except that a tax
 713 imposed under this part shall not apply to:

714 (1) The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road
 715 farm or agricultural equipment, or locomotives;

716 (2) The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;

717 (3) The sale or use of fuel that is used for propulsion of motor vehicles on the public
 718 highways;

719 (4) The sale or use of energy used in the manufacturing or processing of tangible goods
 720 primarily for resale;

721 (5) The sale or use of motor fuel as defined under paragraph (9) of Code Section 48-9-2
 722 for public mass transit; or

723 (6) The purchase or lease of any motor vehicle pursuant to Code Section 48-5C-1.

724 (b) Except as otherwise specifically provided in this part, the tax imposed pursuant to this
 725 part shall be subject to any sales and use tax exemption which is otherwise imposed by law;
 726 provided, however, that the tax levied by this part shall be applicable to the sale of food and
 727 food ingredients as provided for in paragraph (57) of Code Section 48-8-3.

728 48-8-269.97.

729 Where a local sales or use tax has been paid with respect to tangible personal property by
730 the purchaser either in another local tax jurisdiction within this state or in a tax jurisdiction
731 outside this state, the tax may be credited against the tax authorized to be imposed by this
732 part upon the same property. If the amount of sales or use tax so paid is less than the
733 amount of the tax due under this part, the purchaser shall pay an amount equal to the
734 difference between the amount paid in the other tax jurisdiction and the amount due under
735 this part. The commissioner may require such proof of payment in another local tax
736 jurisdiction as he or she deems necessary and proper. No credit shall be granted, however,
737 against the tax under this part for tax paid in another jurisdiction if the tax paid in such
738 other jurisdiction is used to obtain a credit against any other local sales and use tax levied
739 in the metropolitan county special district.

740 48-8-269.98.

741 No tax shall be imposed upon the sale of tangible personal property which is ordered by
742 and delivered to the purchaser at a point outside the geographical area of the county in
743 which the tax is imposed regardless of the point at which title passes, if the delivery is
744 made by the seller's vehicle, United States mail, or common carrier or by private or contract
745 carrier.

746 48-8-269.99.

747 The commissioner shall have the power and authority to promulgate such rules and
748 regulations as shall be necessary for the effective and efficient administration and
749 enforcement of the collection of the tax.

750 48-8-269.991.

751 Except as provided in Code Section 48-8-6, the tax authorized under this part shall be in
752 addition to any other local sales and use tax. Except as otherwise provided in this part and
753 except as provided in Code Section 48-8-6, the imposition of any other local sales and use
754 tax within a county or qualified municipality within a metropolitan county special district
755 shall not affect the authority of a metropolitan county special district to impose the tax
756 authorized under this part, and the imposition of the tax authorized under this part shall not
757 affect the imposition of any otherwise authorized local sales and use tax within the
758 metropolitan county special district.

759 48-8-269.992.

760 (a)(1) The proceeds received from the tax shall be used by the county and qualified
761 municipalities within the part of the metropolitan county special district levying the tax

762 exclusively for the transportation purposes specified in the resolution calling for
763 imposition of the tax. Such proceeds shall be kept in a separate account from other funds
764 of any county or qualified municipality receiving proceeds of the tax and shall not in any
765 manner be commingled with other funds of any county or qualified municipality prior to
766 the expenditure.

767 (2) The governing authority of each county and the governing authority of each qualified
768 municipality receiving any proceeds from the tax under this part shall maintain a record
769 of each and every purpose for which the proceeds of the tax are used. A schedule shall
770 be included in each annual audit which shows for each purpose in the resolution calling
771 for imposition of the tax the original estimated cost, the current estimated cost if it is not
772 the original estimated cost, amounts expended in prior years, and amounts expended in
773 the current year. The auditor shall verify and test expenditures sufficient to provide
774 assurances that the schedule is fairly presented in relation to the financial statements. The
775 auditor's report on the financial statements shall include an opinion, or disclaimer of
776 opinion, as to whether the schedule is presented fairly in all material respects in relation
777 to the financial statements taken as a whole.

778 (b) No general obligation debt shall be issued in conjunction with the imposition of the tax
779 unless the county governing authority determines that, and if the debt is to be validated it
780 is demonstrated in the validation proceedings that, during each year in which any payment
781 of principal or interest on the debt comes due, the county will receive from the tax net
782 proceeds sufficient to fully satisfy such liability. General obligation debt issued under this
783 part shall be payable first from the separate account in which are placed the proceeds
784 received by the county from the tax. Such debt, however, shall constitute a pledge of the
785 full faith, credit, and taxing power of the county; and any liability on such debt which is
786 not satisfied from the proceeds of the tax shall be satisfied from the general funds of the
787 county.

788 (c) The intergovernmental agreement, if applicable, and resolution calling for the
789 imposition of the tax may specify that all of the proceeds of the tax will be used for
790 payment of general obligation debt issued in conjunction with the imposition of the tax,
791 and, in that event, such proceeds shall be solely for such purpose except as otherwise
792 provided in subsection (f) of this Code section.

793 (d) The intergovernmental agreement, if applicable, and resolution calling for the
794 imposition of the tax may specify that a part of the proceeds of the tax will be used for
795 payment of general obligation debt issued in conjunction with the imposition of the tax.
796 The intergovernmental agreement, if applicable, and resolution shall specifically state the
797 other purposes for which such proceeds will be used. In such a case, no part of the net
798 proceeds from the tax received in any year shall be used for such other purposes until all

799 debt service requirements of the general obligation debt for that year have first been
 800 satisfied from the account in which the proceeds of the tax are placed.

801 (e) The resolution calling for the imposition of the tax may specify that no general
 802 obligation debt is to be issued in conjunction with the imposition of the tax. The
 803 intergovernmental agreement, if applicable, and resolution shall specifically state the
 804 purpose or purposes for which the proceeds will be used.

805 (f)(1)(A) If the proceeds of the tax are specified to be used solely for the purpose of
 806 payment of general obligation debt issued in conjunction with the imposition of the tax,
 807 then any net proceeds of the tax in excess of the amount required for final payment of
 808 such debt shall be subject to and applied as provided in paragraph (2) of this subsection.

809 (B) If the metropolitan county special district receives from the tax net proceeds in
 810 excess of the maximum cost of the transportation projects and purposes stated in the
 811 resolution calling for the imposition of the tax or in excess of the actual cost of such
 812 projects and purposes, then such excess proceeds shall be subject to and applied as
 813 provided in paragraph (2) of this subsection unless otherwise specified in the
 814 intergovernmental agreement, if applicable.

815 (C) If the tax is terminated under paragraph (1) of subsection (b) of Code Section
 816 48-8-269.91 by reason of denial of validation of debt, then all net proceeds received by
 817 the special district from the tax shall be excess proceeds subject to paragraph (2) of this
 818 subsection.

819 (2) Excess proceeds subject to this subsection shall be used solely for the purpose of
 820 reducing any indebtedness of any county or qualified municipality within the
 821 metropolitan county special district other than indebtedness incurred pursuant to this part.
 822 If there is no such other indebtedness or if the excess proceeds exceed the amount of any
 823 such other indebtedness, then the excess proceeds shall next be paid into the general fund
 824 of such county or qualified municipality, it being the intent that any funds so paid into the
 825 general fund of such county or qualified municipality be used for the purpose of reducing
 826 ad valorem taxes.

827 48-8-269.993.

828 Not later than December 31 of each year, the governing authority of the county and each
 829 qualified municipality receiving any proceeds from the tax under this part shall publish
 830 annually, in a newspaper of general circulation in the boundaries of such metropolitan
 831 county special district, a simple, nontechnical report which shows for each purpose in the
 832 resolution calling for the imposition of the tax the original estimated cost, the current
 833 estimated cost if it is not the original estimated cost, amounts expended in prior years, and
 834 amounts expended in the current year. The report shall also include a statement of what

835 corrective action the metropolitan county special district intends to implement with respect
 836 to each purpose which is underfunded or behind schedule and a statement of any surplus
 837 funds which have not been expended for a purpose.

838 Part 3

839 48-8-269.994.

840 (a) Pursuant to the authority granted by Article IX, Section II, Paragraph VI of the
 841 Constitution of this state, 159 special districts are created within this state. The
 842 geographical boundary of each county shall correspond with and shall be conterminous
 843 with the geographical boundary of the 159 special districts created.

844 (b) The provisions of this part shall only be applicable to special districts in which:

845 (1) A tax is currently being levied and collected by a municipality that is specifically
 846 authorized to levy such tax pursuant to a local constitutional amendment for purposes of
 847 a metropolitan area system of public transportation set out at Ga. L. 1964, p. 1008, and
 848 the laws enacted pursuant to such local constitutional amendment; and

849 (2) Such municipality contains within its boundaries 15 percent or more of the
 850 geographic area of a metropolitan county special district.

851 (c) The territory of any municipality in this state meeting the qualifications contained in
 852 subsection (b) of this Code section shall be a metropolitan municipality special district, the
 853 geographic boundary of which shall be coterminous with the geographic boundary of such
 854 municipality.

855 48-8-269.995.

856 (a) After July 1, 2016, any metropolitan municipality special district may, by following
 857 the procedures required by this part, impose for a limited period of time within such
 858 metropolitan municipality special district a transportation special purpose local option sales
 859 and use tax, the proceeds of which shall be used only for transportation purposes.

860 (b)(1) Prior to the issuance of the call for the referendum required by Code Section
 861 48-8-269.996, the governing authority of the metropolitan municipality special district
 862 that desires to levy a tax under this part shall by a majority vote on a resolution offered
 863 for such purpose approve the submission of a list of transportation purposes and the
 864 question of whether the tax should be approved to the governing authority of the county
 865 in which the metropolitan municipality special district is located. In the event a
 866 metropolitan municipality special district is located in more than one county, such
 867 resolution shall be forwarded to the governing authority of the county which contains the
 868 highest percentage of the geographic area of the metropolitan municipality special

869 district. The governing authority of the county, unless there is a vote against the
 870 resolution by a majority plus one of the members of such governing authority of the
 871 county, shall sign a resolution offered for such purpose and shall notify the county
 872 election superintendent by forwarding to the superintendent a copy of such resolution
 873 calling for the imposition of the tax and for the proposal to be presented to the qualified
 874 voters in the metropolitan municipality special district at the next scheduled election.
 875 Such resolution, or a digest thereof, shall be available during regular business hours in
 876 the office of the county clerk and in the offices of the metropolitan municipality special
 877 district calling for the election.

878 (2) The resolution authorized by paragraph (1) of this subsection shall describe:

879 (A) The specific transportation purposes to be funded;

880 (B) The approximate cost of such transportation purposes, which shall also be the
 881 maximum amount of net proceeds to be raised by the tax;

882 (C) The maximum period of time, to be stated in calendar years, for which the tax may
 883 be imposed and the rate thereof. The maximum period of time for the imposition of the
 884 tax shall not exceed five years; and

885 (D) A list of the projects and purposes qualifying as transportation purposes proposed
 886 to be funded from the tax, including an expenditure of at least 30 percent of the
 887 estimated revenue from the tax on projects consistent with the state-wide strategic
 888 transportation plan as defined in paragraph (6) of subsection (a) of Code Section
 889 32-2-22.

890 48-8-269.996.

891 (a)(1) The ballot submitting the question of the imposition of the tax to the voters within
 892 the metropolitan municipality special district shall have written or printed thereon the
 893 following:

894 ' () YES Shall an additional _____ percent sales tax be collected in the City of
 895 _____ for _____ years for the purpose of transportation

896 () NO improvements and congestion reduction?'

897 (2) If debt is to be issued, the ballot shall also have written or printed thereon, following
 898 the language specified by paragraph (1) of this subsection, the following:

899 'If imposition of the tax is approved by the voters, such vote shall also constitute
 900 approval of the issuance of general obligation debt of _____ the municipality
 901 in the principal amount of \$ _____ for the above purpose.'

902 (b) The election superintendent shall issue the call and conduct the election in the manner
 903 authorized by general law. The superintendent shall canvass the returns, declare the result
 904 of the election, and certify the result to the Secretary of State and to the commissioner. The

905 expense of the election shall be paid from municipal funds. All persons desiring to vote
 906 in favor of imposing the tax shall vote 'Yes,' and all persons opposed to imposing the tax
 907 shall vote 'No.' If more than one-half of the votes cast throughout the metropolitan
 908 municipality special district are in favor of imposing the tax, then the tax shall be imposed
 909 as provided in this part.

910 (c) Where such question is not approved by the voters, the metropolitan municipality
 911 special district may resubmit such question from time to time upon compliance with the
 912 requirements of this part.

913 (d)(1) If the proposal includes the authority to issue general obligation debt and if more
 914 than one-half of the votes cast are in favor of the proposal, then the authority to issue such
 915 debt in accordance with Article IX, Section V, Paragraph I of the Constitution is given
 916 to the proper officers of the municipality; otherwise, such debt shall not be issued. If the
 917 authority to issue such debt is so approved by the voters, then such debt may be issued
 918 without further approval by the voters.

919 (2) If the issuance of general obligation debt is included and approved as provided in this
 920 Code section, then the governing authority of the municipality may incur such debt either
 921 through the issuance and validation of general obligation bonds or through the execution
 922 of a promissory note or notes or other instrument or instruments. If such debt is incurred
 923 through the issuance of general obligation bonds, such bonds and their issuance and
 924 validation shall be subject to Articles 1 and 2 of Chapter 82 of Title 36 except as
 925 specifically provided otherwise in this part. If such debt is incurred through the execution
 926 of a promissory note or notes or other instrument or instruments, no validation
 927 proceedings shall be necessary, and such debt shall be subject to Code Sections 36-80-10
 928 through 36-80-14 except as specifically provided otherwise in this part. In either event,
 929 such general obligation debt shall be payable first from the separate account in which are
 930 placed the proceeds received by the municipality from the tax. Such general obligation
 931 debt shall, however, constitute a pledge of the full faith, credit, and taxing power of the
 932 municipality; and any liability on such debt which is not satisfied from the proceeds of
 933 the tax shall be satisfied from the general funds of the municipality.

934 48-8-269.997.

935 (a)(1) If the imposition of the tax is approved at the election, the tax shall be imposed on
 936 the first day of the next succeeding calendar quarter which begins more than 80 days after
 937 the date of the election at which the tax was approved by the voters.

938 (2) With respect to services which are regularly billed on a monthly basis, however, the
 939 resolution shall become effective with respect to and the tax shall apply to services billed
 940 on or after the effective date specified in paragraph (1) of this subsection.

- 941 (b) The tax shall cease to be imposed on the earliest of the following dates:
- 942 (1) If the resolution calling for the imposition of the tax provided for the issuance of
- 943 general obligation debt and such debt is the subject of validation proceedings, as of the
- 944 end of the first calendar quarter ending more than 80 days after the date on which a court
- 945 of competent jurisdiction enters a final order denying validation of such debt;
- 946 (2) On the final day of the maximum period of time specified for the imposition of the
- 947 tax; or
- 948 (3) As of the end of the calendar quarter during which the commissioner determines that
- 949 the tax will have raised revenues sufficient to provide to the metropolitan municipality
- 950 special district net proceeds equal to or greater than the amount specified as the maximum
- 951 amount of net proceeds to be raised by the tax.
- 952 (c)(1) At any time, no more than a single tax under this part shall be imposed within a
- 953 metropolitan municipality special district. Any tax imposed under this part may be
- 954 imposed at a rate of up to .75 percent. Any tax imposed under this part at a rate of less
- 955 than .75 percent shall be in an increment of .05 percent.
- 956 (2) In any metropolitan municipality special district in which a tax is currently being
- 957 levied and collected pursuant to a local constitutional amendment for purposes of a
- 958 metropolitan area system of public transportation set out at Ga. L. 1964, p. 1008, and the
- 959 laws enacted pursuant to such local constitutional amendment, and such tax is levied at
- 960 a percentage over 1 percent, then the combined amount of the percentage over 1 percent
- 961 of such tax and the tax levied pursuant to this part shall not exceed 1 percent;
- 962 (3) In any metropolitan municipality special district in which a tax is in effect under this
- 963 part, proceedings may be commenced, while the tax is in effect, calling for the
- 964 reimposition of the tax upon the termination of the tax then in effect; and an election may
- 965 be held at the next scheduled election for this purpose while the tax is in effect. Such
- 966 proceedings for the reimposition of a tax under this part shall be in the same manner as
- 967 proceedings for the initial imposition of the tax, but the newly authorized tax shall not be
- 968 imposed until the expiration of the tax then in effect.
- 969 (4) Following the expiration of a tax under this part, proceedings for the reimposition of
- 970 a tax under this part may be initiated in the same manner as provided in this part for
- 971 initial imposition of such tax.

972 48-8-269.998.

973 A tax levied pursuant to this part shall be exclusively administered and collected by the

974 commissioner for the use and benefit of the metropolitan municipal special district

975 imposing the tax. Such administration and collection shall be accomplished in the same

976 manner and subject to the same applicable provisions, procedures, and penalties provided

977 in Article 1 of this chapter; provided, however, that all moneys collected from each
978 taxpayer by the commissioner shall be applied first to such taxpayer's liability for taxes
979 owed the state; and provided, further, that the commissioner may rely upon a representation
980 by or on behalf of the metropolitan municipal special district or the Secretary of State that
981 such a tax has been validly imposed, and the commissioner and the commissioner's agents
982 shall not be liable to any person for collecting any such tax which was not validly imposed.
983 Dealers shall be allowed a percentage of the amount of the tax due and accounted for and
984 shall be reimbursed in the form of a deduction in submitting, reporting, and paying the
985 amount due if such amount is not delinquent at the time of payment. The deduction shall
986 be at the rate and subject to the requirements specified under subsections (b) through (f)
987 of Code Section 48-8-50.

988 48-8-269.999.

989 Each sales tax return remitting taxes collected under this part shall separately identify the
990 location of each retail establishment at which any of the taxes remitted were collected and
991 shall specify the amount of sales and the amount of taxes collected at each establishment
992 for the period covered by the return in order to facilitate the determination by the
993 commissioner that all taxes imposed by this part are collected and distributed according to
994 situs of sale.

995 48-8-269.9991.

996 The proceeds of the tax collected by the commissioner in each metropolitan municipality
997 special district under this part shall be disbursed as soon as practicable after collection;
998 provided, however, that 1 percent of the amount collected shall be paid into the general
999 fund of the state treasury in order to defray the costs of administration.

1000 48-8-269.9992.

1001 (a) The proceeds of a tax under this part shall not be subject to any allocation or balancing
1002 of state and federal funds provided for by general law, and such proceeds shall not be
1003 considered or taken into account in any such allocation or balancing.

1004 (b) The approval of the tax under this part shall not in any way diminish the percentage of
1005 state or federal funds allocated to any municipality under Code Section 32-5-27. The
1006 amount of state or federal funds expended in the metropolitan municipality special district
1007 shall not be decreased or diverted due to the use of proceeds from the tax levied under this
1008 part for transportation purposes that have a high priority in the state-wide strategic
1009 transportation plan.

1010 48-8-269.9993.

1011 (a) Except as to rate, a tax imposed under this part shall correspond to the tax imposed by
 1012 Article 1 of this chapter. No item or transaction which is not subject to taxation under
 1013 Article 1 of this chapter shall be subject to a tax imposed under this part, except that a tax
 1014 imposed under this part shall not apply to:

1015 (1) The sale or use of any type of fuel used for off-road heavy-duty equipment, off-road
 1016 farm or agricultural equipment, or locomotives;

1017 (2) The sale or use of jet fuel to or by a qualifying airline at a qualifying airport;

1018 (3) The sale or use of fuel that is used for propulsion of motor vehicles on the public
 1019 highways;

1020 (4) The sale or use of energy used in the manufacturing or processing of tangible goods
 1021 primarily for resale;

1022 (5) The sale or use of motor fuel as defined under paragraph (9) of Code Section 48-9-2
 1023 for public mass transit; or

1024 (6) The purchase or lease of any motor vehicle pursuant to Code Section 48-5C-1.

1025 (b) Except as otherwise specifically provided in this part, the tax imposed pursuant to this
 1026 part shall be subject to any sales and use tax exemption which is otherwise imposed by law;
 1027 provided, however, that the tax levied by this part shall be applicable to the sale of food and
 1028 food ingredients as provided for in paragraph (57) of Code Section 48-8-3.

1029 48-8-269.9994.

1030 Where a local sales or use tax has been paid with respect to tangible personal property by
 1031 the purchaser either in another local tax jurisdiction within this state or in a tax jurisdiction
 1032 outside this state, the tax may be credited against the tax authorized to be imposed by this
 1033 part upon the same property. If the amount of sales or use tax so paid is less than the
 1034 amount of the tax due under this part, the purchaser shall pay an amount equal to the
 1035 difference between the amount paid in the other tax jurisdiction and the amount due under
 1036 this part. The commissioner may require such proof of payment in another local tax
 1037 jurisdiction as he or she deems necessary and proper. No credit shall be granted, however,
 1038 against the tax under this part for tax paid in another jurisdiction if the tax paid in such
 1039 other jurisdiction is used to obtain a credit against any other local sales and use tax levied
 1040 in the county or in a metropolitan municipality special district which includes the county.

1041 48-8-269.9995.

1042 No tax shall be imposed upon the sale of tangible personal property which is ordered by
 1043 and delivered to the purchaser at a point outside the geographical area of the metropolitan
 1044 county special district in which the tax is imposed regardless of the point at which title

1045 passes, if the delivery is made by the seller's vehicle, United States mail, or common carrier
1046 or by private or contract carrier.

1047 48-8-269.9996.

1048 The commissioner shall have the power and authority to promulgate such rules and
1049 regulations as shall be necessary for the effective and efficient administration and
1050 enforcement of the collection of the tax.

1051 48-8-269.9997.

1052 Except as provided in Code Section 48-8-6, the tax authorized under this part shall be in
1053 addition to any other local sales and use tax. Except as otherwise provided in this part and
1054 except as provided in Code Section 48-8-6, the imposition of any other local sales and use
1055 tax within a metropolitan municipality special district shall not affect the imposition of any
1056 otherwise authorized local sales and use tax within the metropolitan municipality special
1057 district.

1058 48-8-269.9998.

1059 (a)(1) The proceeds received from the tax shall be used by the metropolitan municipality
1060 special district levying the tax exclusively for the transportation purposes specified in the
1061 resolution calling for imposition of the tax. Such proceeds shall be kept in a separate
1062 account from other funds of the municipality receiving proceeds of the tax and shall not
1063 in any manner be commingled with other funds.

1064 (2) The governing authority of any municipality receiving any proceeds from the tax
1065 under this part shall maintain a record of each and every purpose for which the proceeds
1066 of the tax are used. A schedule shall be included in each annual audit which shows for
1067 each purpose in the resolution calling for imposition of the tax the original estimated cost,
1068 the current estimated cost if it is not the original estimated cost, amounts expended in
1069 prior years, and amounts expended in the current year. The auditor shall verify and test
1070 expenditures sufficient to provide assurances that the schedule is fairly presented in
1071 relation to the financial statements. The auditor's report on the financial statements shall
1072 include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly
1073 in all material respects in relation to the financial statements taken as a whole.

1074 (b) No general obligation debt shall be issued in conjunction with the imposition of the tax
1075 unless the municipal governing authority determines that, and if the debt is to be validated
1076 it is demonstrated in the validation proceedings that, during each year in which any
1077 payment of principal or interest on the debt comes due, the municipality will receive from
1078 the tax net proceeds sufficient to fully satisfy such liability. General obligation debt issued

1079 under this part shall be payable first from the separate account in which are placed the
1080 proceeds received by the municipality from the tax. Such debt, however, shall constitute
1081 a pledge of the full faith, credit, and taxing power of the municipality; and any liability on
1082 such debt which is not satisfied from the proceeds of the tax shall be satisfied from the
1083 general funds of the municipality.

1084 (c) The resolution calling for the imposition of the tax may specify that all of the proceeds
1085 of the tax will be used for payment of general obligation debt issued in conjunction with
1086 the imposition of the tax, and, in that event, such proceeds shall be solely for such purpose
1087 except as otherwise provided in subsection (f) of this Code section.

1088 (d) The resolution calling for the imposition of the tax may specify that a part of the
1089 proceeds of the tax will be used for payment of general obligation debt issued in
1090 conjunction with the imposition of the tax. The resolution shall specifically state the other
1091 purposes for which such proceeds will be used. In such a case, no part of the net proceeds
1092 from the tax received in any year shall be used for such other purposes until all debt service
1093 requirements of the general obligation debt for that year have first been satisfied from the
1094 account in which the proceeds of the tax are placed.

1095 (e) The resolution calling for the imposition of the tax may specify that no general
1096 obligation debt is to be issued in conjunction with the imposition of the tax. The resolution
1097 shall specifically state the purpose or purposes for which the proceeds will be used.

1098 (f)(1)(A) If the proceeds of the tax are specified to be used solely for the purpose of
1099 payment of general obligation debt issued in conjunction with the imposition of the tax,
1100 then any net proceeds of the tax in excess of the amount required for final payment of
1101 such debt shall be subject to and applied as provided in paragraph (2) of this subsection.

1102 (B) If the metropolitan municipality special district receives from the tax net proceeds
1103 in excess of the maximum cost of the transportation projects and purposes stated in the
1104 resolution calling for the imposition of the tax or in excess of the actual cost of such
1105 projects and purposes, then such excess proceeds shall be subject to and applied as
1106 provided in paragraph (2) of this subsection.

1107 (C) If the tax is terminated under paragraph (1) of subsection (b) of Code Section
1108 48-8-269.997 by reason of denial of validation of debt, then all net proceeds received
1109 by the metropolitan municipality special district from the tax shall be excess proceeds
1110 subject to paragraph (2) of this subsection.

1111 (2) Excess proceeds subject to this subsection shall be used solely for the purpose of
1112 reducing any indebtedness of the metropolitan municipality special district other than
1113 indebtedness incurred pursuant to this part. If there is no such other indebtedness or if
1114 the excess proceeds exceed the amount of any such other indebtedness, then the excess
1115 proceeds shall next be paid into the general fund of such municipality, it being the intent

1116 that any funds so paid into the general fund of such municipality be used for the purpose
 1117 of reducing ad valorem taxes.

1118 48-8-269.9999.

1119 Not later than December 31 of each year, the governing authority of the municipality
 1120 receiving any proceeds from the tax under this part shall publish annually, in a newspaper
 1121 of general circulation in the boundaries of such municipality, a simple, nontechnical report
 1122 which shows for each purpose in the resolution calling for the imposition of the tax the
 1123 original estimated cost, the current estimated cost if it is not the original estimated cost,
 1124 amounts expended in prior years, and amounts expended in the current year. The report
 1125 shall also include a statement of what corrective action the municipality intends to
 1126 implement with respect to each purpose which is underfunded or behind schedule and a
 1127 statement of any surplus funds which have not been expended for a purpose."

1128

PART III

1129

Effective Date; General Repealer.

1130

SECTION 3-1.

1131 This Act shall become effective upon its approval by the Governor or upon its becoming law
 1132 without such approval.

1133

SECTION 3-2.

1134 All laws and parts of laws in conflict with this Act are repealed.

EXHIBIT J

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is made and entered into this 2nd day of ~~July~~^{August}, 2021, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “**Fulton County**” or “**County**”); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the “**Cities**”).

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as “**Cities**”) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax (“**TSPLOST**” or “**Tax**”) to begin on April 1, 2022 and to conclude on March 31, 2027; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2018 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2022 through March 31, 2027 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the fourteen Cities located wholly or partially within Fulton County

and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2022 and continue to, through and including March 31, 2027.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2022 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2022 and ending March 31, 2027, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.22%
City of Chattahoochee Hills	0.55%
City of College Park	2.53%
City of East Point	5.82%
City of Fairburn	2.80%
City of Hapeville	1.09%
City of Johns Creek	14.11%
City of Milton	6.61%
City of Mountain Park	0.09%
City of Palmetto	0.81%
City of Roswell	15.81%
City of Sandy Springs	18.27%
City of South Fulton	16.55%
City of Union City	3.74%

Total **100.00%**

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Five Hundred Forty-five Million Nine Hundred Fifty-Four Thousand Seven Hundred Twenty and 00/100 Dollars (\$545,954,720.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 2, 2021 Referendum shall continue for a period of five years from April 1, 2022 until March 31, 2027, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The

parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 2, 2021 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 2, 2021 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:
Mayor Jim Gilvin
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

- b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

- c. If to the City of College Park:
Mayor Bianca Motley Broom
City of College Park
3667 Main St.
College Park, GA 30337

- d. If to the City of East Point:
Mayor Deana Holiday Ingraham
City of East Point
2757 East Point St.
East Point, GA 30344

- e. If to the City of Fairburn:
Mayor Elizabeth Carr-Hurst
City of Fairburn
56 Malone St.
Fairburn, GA 30213

- f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

- g. If to the City of Johns Creek:
Mayor Mike Bodker
11360 Lakefield Drive
Johns Creek, GA 30097

- h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
2006 Heritage Walk
Milton, GA 30004
- i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075
- j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268
- k. If to the City of Roswell:
Mayor Lori Henry
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075
- l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
- m. If to the City of South Fulton:
Mayor William "Bill" Edwards
City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
- n. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

- o. If to Fulton County:
Chairman, Robert Pitts
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on August 2, 2021. If the November 2, 2021 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 2, 2021.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2022 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

VER 06.16.21

APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:

Kayla Buel
County Attorney

By: Robert L. Pitts
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

ITEM #
SPECIAL CALL MEETING

21-1535 8221
SCM

VER 06 16 21


APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:


City Attorney

By: 
Mayor Jim Gilvin

ATTEST:


City Clerk




VER 06.16.21

APPROVED AS TO FORM




City Attorney

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA:

By: 

Mayor Tom Reed

ATTEST:



City Clerk

VER 06.16.21

APPROVED AS TO FORM



City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: 

Mayor Bianca Motley Broom

ATTEST:



City Clerk

VER 06.16.21

APPROVED AS TO FORM

Brad Bowman

Brad Bowman (Jul 26, 2021 10:34 EDT)

City Attorney

CITY OF EAST POINT, GEORGIA:

By: 

Mayor Deana Holiday Ingraham

ATTEST:

Keshia McCullough

City Clerk

VER 06.1621

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

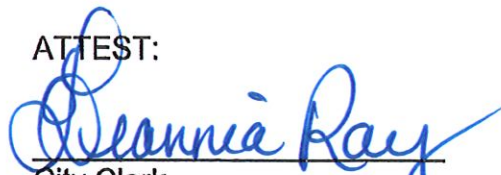


City Attorney

By: 

Mayor Elizabeth Carr-Hurst

ATTEST:

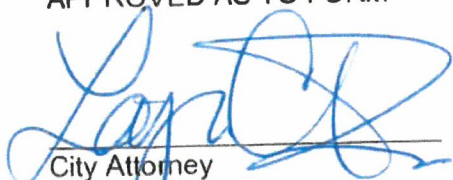


City Clerk



3/18/2021

APPROVED AS TO FORM



City Attorney

ATTEST:



City Clerk

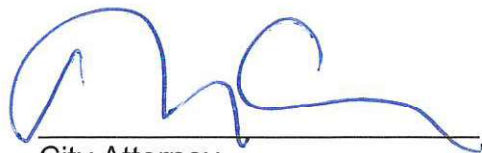
CITY OF HAPEVILLE, GEORGIA:



By: Mayor Alan Hallman

VER 06.16.21

APPROVED AS TO FORM



City Attorney

CITY OF JOHNS CREEK, GEORGIA:

By: 

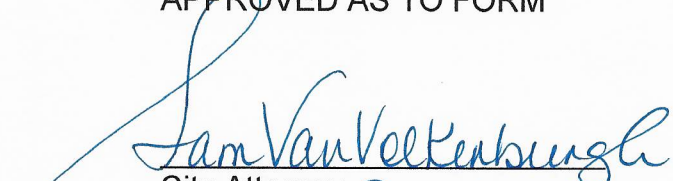
Mayor Mike Bodker

ATTEST:

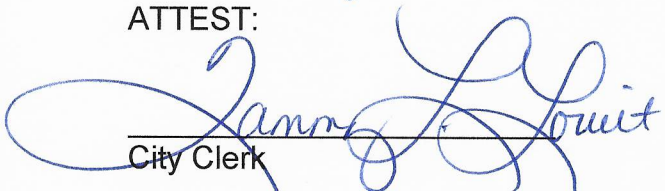


City Clerk

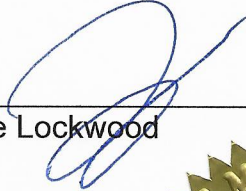
APPROVED AS TO FORM


City Attorney *June 11, 2021*

ATTEST:


City Clerk


CITY OF MILTON, GEORGIA:

By: 
Mayor Joe Lockwood



VER 06.16.21

APPROVED AS TO FORM




City Attorney

ATTEST:



City Clerk

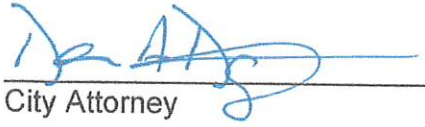
CITY OF MOUNTAIN PARK,
GEORGIA:

By: 

Mayor Jim Still

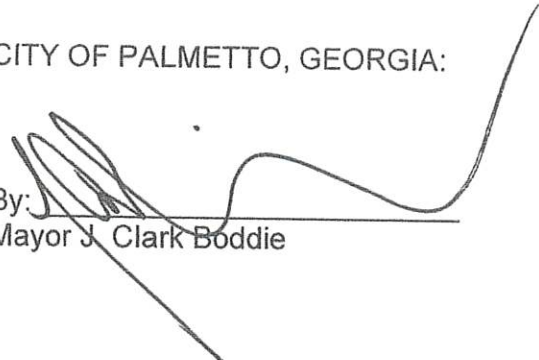
VER 07.06.16

APPROVED AS TO FORM



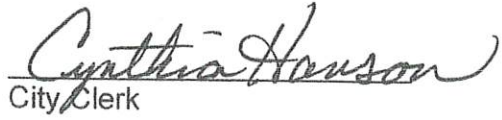
City Attorney

CITY OF PALMETTO, GEORGIA:

By: 

Mayor J. Clark Boddie

ATTEST:



City Clerk

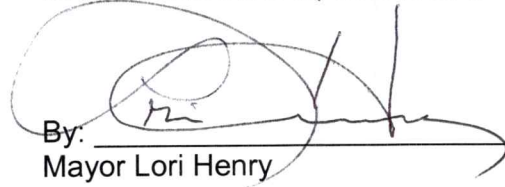
VER 06.16.21

APPROVED AS TO FORM



City Attorney

CITY OF ROSWELL, GEORGIA:



By: _____
Mayor Lori Henry

ATTEST:



City Clerk



VER 06.16.21

APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:

[Signature]
City Attorney

[Signature]
By: Mayor Rusty Paul

ATTEST:
[Signature]
City Clerk



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VER 06.16.21

APPROVED AS TO FORM


CITY OF SOUTH FULTON, GEORGIA:



City Attorney 7/13/21

By: 

Mayor William Edwards

ATTEST: 

City Clerk 7/12/21



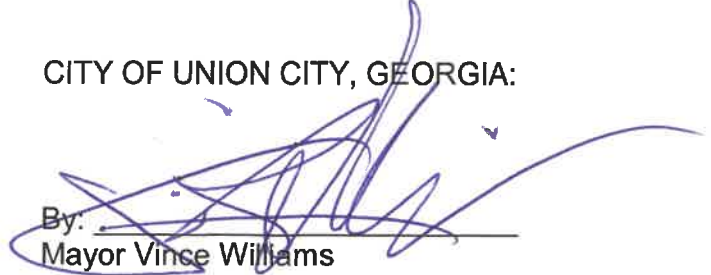
VER 06.16.21

APPROVED AS TO FORM



City Attorney

CITY OF UNION CITY, GEORGIA:


By: _____
Mayor Vince Williams

ATTEST:



City Clerk

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EXHIBIT A

Following are the lists of Projects and Purposes (“Transportation Projects and Purposes”) for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115% of forecast (rounded to a grand total of \$628 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2019 CENSUS ESTIMATE)

Jurisdiction	2019 Total Population (Outside Atlanta)	2019 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast)	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	67,213	11.22%	\$52,052,526	\$61,238,266	\$70,424,006
CHATTAHOOCHEE HILLS	3,318	0.55%	\$2,569,596	\$3,023,055	\$3,476,513
COLLEGE PARK	15,159	2.53%	\$11,739,756	\$13,811,478	\$15,883,200
EAST POINT	34,875	5.82%	\$27,008,642	\$31,774,873	\$36,541,104
FAIRBURN	16,768	2.80%	\$12,985,832	\$15,277,449	\$17,569,066
HAPEVILLE	6,534	1.09%	\$5,060,200	\$5,953,176	\$6,846,152
JOHNS CREEK	84,579	14.11%	\$65,501,474	\$77,060,558	\$88,619,642
MILTON	39,587	6.61%	\$30,657,809	\$36,068,011	\$41,478,213
MOUNTAIN PARK	568	0.09%	\$439,883	\$517,509	\$595,135
PALMETTO	4,851	0.81%	\$3,756,815	\$4,419,782	\$5,082,749
ROSWELL	94,763	15.81%	\$73,388,384	\$86,339,275	\$99,290,166
SANDY SPRINGS	109,452	18.27%	\$84,764,153	\$99,722,533	\$114,680,913
SOUTH FULTON	99,155	16.55%	\$76,789,731	\$90,340,860	\$103,891,989
UNION CITY	22,399	3.74%	\$17,346,711	\$20,407,895	\$23,469,079
Totals	599,221	100.00%	\$464,061,512	\$545,954,720	\$627,847,927

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Pedestrian / Bike Improvement	\$27,445,000
Mid-Block Crosswalk (Alpharetta Elementary School)	
Mid-Block Crosswalk (Manning Oaks Elementary School)	
Improved Crossing from Parking Deck to north side of Milton Ave	
Improved Pedestrian Crossings from City Center to Churches	
Mid-Block Crosswalk (Cogburn Road Park)	
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	
Alpha Loop (Old Milton Pkwy to Northwinds Pkwy)	
4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	
North Point Pkwy Corridor	
Operations and Safety Improvement	\$11,607,526
Raised intersection at Marietta St and Roswell St	
Tradewinds Ripple Effect Improvements	
Cumming St Corridor Improvements	
Roadway Project	\$13,000,000
Webb Bridge Rd Improvements (Morris Rd to Greenway)	
TIER 1 TOTAL PURPOSE COSTS	\$52,052,526
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Congestion Relief	\$2,000,000
Kimball Bridge Rd Widening (Verizon to Georgia Power driveways)	
Operations and Safety Improvement	\$7,185,740
Academy St Improvements	
Milton Ave Improvements (cost is an allocation)	
TIER 2 TOTAL PURPOSE COSTS	\$9,185,740
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Operations and Safety Improvement	\$5,500,000
Roundabout (Hopewell Rd at Vaughan Dr)	
Roundabout (Mayfield Rd at Canton St)	
Roundabout (Mayfield Rd at Providence Rd)	
Pedestrian / Bike Improvement	\$500,000
Pedestrian Tunnel Under Haynes Bridge Road at GA 400 (Design/Concept)	
Maintenance and Safety Enhancements	\$2,500,000
Milling and Resurfacing	
Program Management	\$685,740
TIER 3 TOTAL PURPOSE COSTS	\$9,185,740
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	\$70,424,006

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$2,389,725
Quick Response Projects	\$51,391
Project Management	\$128,480
TIER 1 TOTAL PURPOSE COSTS	\$2,569,596
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$421,716
Quick Response Projects	\$9,070
Project Management	\$22,673
TIER 2 TOTAL PURPOSE COSTS	\$453,459
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$421,716
Quick Response Projects	\$9,069
Project Management	\$22,673
TIER 3 TOTAL PURPOSE COSTS	\$453,458
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	\$3,476,513

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Quick Response Projects	\$11,739,756
Quick Response Projects	
Rhodes Street	
TIER 1 TOTAL PURPOSE COSTS	\$11,739,756
COLLEGE PARK TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$690,574
Global Gateway	
Roadway Projects	\$690,574
Columbia Avenue	
Operation and Safety Improvements	\$690,574
TIER 2 TOTAL PURPOSE COSTS	\$2,071,722
COLLEGE PARK TIER 3 PURPOSES/PROJECTS	
Roadway Projects	\$2,071,722
TIER 3 TOTAL PURPOSE COSTS	\$2,071,722
TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,883,200

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$12,316,142
Resurfacing	
Pedestrian and Bike Improvements	\$7,350,000
EP Path #2	
City Wide Sidewalk Program	
City Wide Traffic Calming	
Sylvan Rd Sidewalk (Cleveland Ave to City Limits – Hapeville)	
Sylvan Rd Sidewalk (Winburn Dr. to City Limits – Atlanta)	
N. Commerce Dr. Sidewalk (Shelby Ln to Redwine Rd)	
Dodson Dr. (Earl Godfrey Cir to Hogan Rd)	
Dodson Dr. Connector (Washington Rd to Stone Rd)	
Headland Terrace Bike and Pedestrian Improvements	
Operations and Safety Improvements	\$6,450,000
City Wide ITS Enhancements – Traffic Signal and Pedestrian Signal Upgrades	
Welcome All Rd Intersection Improvements (GDOT PI 0016063) – Local Match Funds	
Janice Dr. Intersection Improvements	
Washington Rd @ W. Taylor Intersection Improvement	
N. Commerce Dr. @ Centre Pkwy Intersection Improvement	
Project Management	\$892,500
TIER 1 TOTAL PURPOSE COSTS	\$27,008,642
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$3,266,231
Resurfacing	
Operations and Safety Improvements	\$1,500,000
North Desert Drive Extension – Phase II	
TIER 2 TOTAL PURPOSE COSTS	\$4,766,231
EAST POINT TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$1,564,044
Resurfacing	
Pedestrian and Bike Improvements	\$2,674,415
N. Desert Dr. Sidewalk (Camp Creek Pkwy to Redwine Rd)	
EP PATH – Phase 3	
Operations and Safety Improvements	\$527,772
City Wide – Operations and Safety Projects, Quick Response, Bridge Repair, Roadway Maintenance and Paving, Sidewalk Repair, ADA Improvements	

TIER 3 TOTAL PURPOSE COSTS	\$4,766,231
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	\$36,541,104

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$4,083,332
City-Wide Road Resurfacing	
Pedestrian and Bike Improvements	\$1,900,000
Pedestrian and Bike Improvements (Phase 1)	
Roadway Projects	\$6,100,000
Brooks Drive Widening & Reconstruction	
Oakley Industrial Boulevard/Cleckler Road Extension	
McLarin Road/E. Broad Street (Bohannon to Gallatt) Full-Depth Reclamation	
Gullatt Road Full-Depth Reclamation	
Quick Response Projects	\$300,000
Project Management	\$602,500
TIER 1 TOTAL PURPOSE COSTS	\$12,985,832
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	\$750,000
Quiet Zone R/R Crossings	
Pedestrian and Bike Improvements	\$1,136,617
Pedestrian and Bike Improvements (Phase 2)	
Roadway Projects	\$350,000
Oakley Industrial Boulevard Extension (Design Only)	
Project Management	\$55,000
TIER 2 TOTAL PURPOSE COSTS	\$2,291,617
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	\$500,000
Operation and Safety Improvements	\$600,000
Pedestrian and Bike Improvements	\$300,000
Pedestrian and Bike Improvements (Phase 3)	
Roadway Projects	\$802,717
Dodd Street Roundabout	
Quick Response Projects	\$38,900
Project Management	\$50,000
TIER 3 TOTAL PURPOSE COSTS	\$2,291,617
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	\$17,569,066

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$1,000,000
Paving & Drainage	
Pedestrian and Bike Improvements	\$400,000
Sidewalk, Curb & Gutter Repairs	
Roadway Project	\$3,600,000
I-85 Soundwall	
Operation and Safety Improvements	\$60,200
Traffic Signal & Street Signage	
TIER 1 TOTAL PURPOSE COSTS	\$5,060,200
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$892,976
King Arnold Pedestrian Improvement Project Phase 1	
TIER 2 TOTAL PURPOSE COSTS	\$892,976
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$892,976
King Arnold Pedestrian Improvement Project Phase 2	
TIER 3 TOTAL PURPOSE COSTS	\$892,976
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	\$6,846,152

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Bridges	\$7,471,265
Congestion Relief	\$16,321,839
Landscape/Streetscape	\$4,022,989
Operations and Safety	\$18,719,864
Pedestrian and Bike Improvements	\$18,965,517
TIER 1 TOTAL PURPOSE COSTS	\$65,501,474
 JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Bridges	\$2,873,563
Congestion Relief	\$393,891
Operations and Safety	\$1,395,078
Pedestrian and Bike Improvements	\$6,896,552
TIER 2 TOTAL PURPOSE COSTS	\$11,559,084
 JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$11,559,084
TIER 3 TOTAL PURPOSE COSTS	\$11,559,084
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	\$88,619,642

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Operations and Safety	\$11,000,000
Cox Road Intersection Improvements	
Intersection Efficiency Improvements	
Intersection Safety Improvements	
Pedestrian and Bike Improvements	\$6,000,000
Bike Accommodations	
Pedestrian Enhancements/Streetscape	
Community Trail Prioritization	
Bridges	\$4,000,000
Maintenance and Safety Enhancements	\$8,000,000
Road Paving	
Local Road Safety	
Quick Response	\$1,000,000
Program Management	\$657,809
TIER 1 TOTAL PURPOSE COSTS	\$30,657,809
 MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$3,000,000
Pedestrian and Bike Improvements	\$2,410,202
TIER 2 TOTAL PURPOSE COSTS	\$5,410,202
 MILTON TIER 3 PURPOSES/PROJECTS	
Operations and Safety	\$2,000,000
Pedestrian and Bike Improvements	\$2,410,202
Quick Response	\$1,000,000
TIER 3 TOTAL PURPOSE COSTS	\$5,410,202
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$41,478,213

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
QUICK RESPONSE	\$439,883
TIER 1 TOTAL PURPOSE COSTS	\$439,883
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
QUICK RESPONSE	\$77,626
TIER 2 TOTAL PURPOSE COSTS	\$77,626
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
QUICK RESPONSE	\$77,626
TIER 3 TOTAL PURPOSE COSTS	\$77,626
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$517,509

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$3,700,000
Resurfacing	
Quick Response Projects	<u>\$56,815</u>
TIER 1 TOTAL PURPOSE COSTS	\$3,756,815
 PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$600,000
Resurfacing	
Quick Response Projects	<u>\$62,967</u>
TIER 2 TOTAL PURPOSE COSTS	\$662,967
 PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$600,000
Resurfacing	
Quick Response Projects	<u>\$62,967</u>
TIER 3 TOTAL PURPOSE COSTS	\$662,967
 TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	 <u>\$5,082,749</u>

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$17,078,384
Old Alabama Rd Multi-use Trail (Market Blvd to Holcomb Woods Pkwy)	
Old Alabama Rd Multi-use Trail (Holcomb Woods Pkwy to Big Creek Park)	
Holcomb Bridge Road Multi-Use Trail (Boston Market to Martin Landing Dr)	
Holcomb Bridge Road Multi-Use Trail (Martins Landing Dr to Eves Rd)	
Woodstock Road Multi-Use Trail	
River Eves Elementary School Multi-use Trail (off system trail)	
Chattahoochee River Parks Multi-Use Trail Rehab	
Operations and Safety	\$47,110,000
Riverside Road Corridor Improvements	
Corridor Improvements for Grimes Bridge, Dogwood, Old Dogwood Roads	
Nesbit Ferry Rd – Corridor Improvement with Johns Creek	
Pine Grove Rd / Magnolia St Corridor Improvements (Mimosa Blvd to Lake Charles Rd)	
Pine Grove Rd Corridor Improvements (Lake Charles Rd to Cobb County)	
Old Ellis Rd Extension	
Big Creek Pkwy phase 2 – Warsaw Connection	
Cox Road Intersection Improvements (at Etris Rd and at King Rd)	
Bridges	\$4,200,000
Norcross Street Bridge Replacement	
Program Management	\$5,000,000
TIER 1 TOTAL PURPOSE COSTS	\$73,388,384
ROSWELL TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	\$3,550,891
Intersection Improvements	
Pedestrian and Bike Improvements	\$3,877,000
Bike/Ped Master Plan/Creek way Trails Implementation such as Hog Wallow Creek Trail	
Maintenance and Safety Enhancements	\$5,523,000
Big Creek Greenway Boardwalk Repairs	
TIER 2 TOTAL PURPOSE COSTS	\$12,950,891

ROSWELL TIER 3 PURPOSES/PROJECTS

Bridges	\$3,500,000
Bridge Replacement	
Operations and Safety	\$5,500,000
Intersection Improvements	
Intelligent Transportation Systems - Master Plan Update and Implementation - Automated Vehicle Technology	
Pedestrian and Bike Improvements	\$3,950,891
Bike / Ped Master Plan Implementation	
TIER 3 TOTAL PURPOSE COSTS	\$12,950,891
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	\$99,290,166

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	\$18,325,000
Intelligent Transportation System Program	
Johnson Ferry Rd at Peachtree Dunwoody Rd Improvements	
Boylston Drive Sidepath & Realignment	
Roswell Road North Boulevard Project	
Pedestrian and Bike Improvements	\$21,779,153
Sidewalk Program	
Lake Forrest Sidewalk	
SR 400 Multi-Use Trail	
Glenridge Dr., Hammond to south of Wellington Trace	
Design for Tier 2 Sidepath / Walk Design	
Bridges	\$6,160,000
Bridge Program	
Congestion Relief	\$38,500,000
Hammond Drive Widening	
TIER 1 TOTAL PURPOSE COSTS	\$84,764,153
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$14,958,380
Roberts Drive Sidepath, Roswell Rd to Dunwoody Pl	
Johnson Ferry Rd. Sidepath, Glenridge Dr. to Peachtree Dunwoody Rd	
TIER 2 TOTAL PURPOSE COSTS	\$14,958,380
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$4,958,380
Powers Ferry Sidepath, City Limits to Dupree	
Maintenance and Safety Enhancements	\$10,000,000
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	\$14,958,380
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	\$114,680,913

City of South Fulton

Purpose/Projects	TSPLOST Purpose Cost
CITY OF SOUTH FULTON TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$14,435,180
Resurfacing of Corridors	
Albania Drive	
Bakers Ferry Rd SW	
Bishop Rd	
Boat Rock Rd SW	
Colonist Drive	
Delano Road	
Derrick Road	
Dood Roa	
Feldwood Pl	
Garrison Drive	
Graham Dr	
Gullatt Road	
Gwendoline Drive	
Hobgood Rd	
Jones Road	
Koweta TRL	
Line Creek	
Mason Road	
Mcclure Road	
Milam Rad	
Miles Rd	
Old Campbellton Rd SW	
Old Fairburn Road	
Ono Rd	
Pittman Rd	
Research Drive	
Short Rd	
Stacks Rd	
Union Road	
Vandiver Road	
Village Dr SW	
Westlake PKWY SW	
White City Rd	
White Mill Rd	
Wilkerson Mill Rd	
Will Lee Road	

Subdivision Resurfacing Toppings
Cedar Grove Village
Oaks at Flat Shoals
Parkview Estates
Rose Crest
Subdivisions Resurfacing
Bentwood Village
Bethsaida Woods
Cambridge Commons
Cascade Glen
Cascade Manor
Creekside
Fulton Industrial Area
Heritage Park
Herndon Woods
Herron Creek
Highland Lake
Jaillette Estates
Joshua Crossing
Kimberly (units 3, 4a & 4b
Lakes and Village at Cedar Grove
Lakeside Manor
Loch Lomond
Oakleaf Manor
Parkside-Fulton County
Pittman Park
Retreat at Jones Mill
Shoals Creek
Three Lakes
Walden Park
Wolf Creek Country (Excluding Current Toppings)
Woodside Hills
Bridges
Cochran Road
Demooney Road
Derrick Rd
Fairburn Rd

\$14,187,500

Koweta Rd	
Stacks Rd	
Operations and Safety Improvements	\$14,572,500
Intersection Improvements	
Aldredge Road	
Bethlehem Rd	
Bethsaida Rd	
Butner Road	
Old Fairburn Road	
Ono Rd/Hobgood Rd	
Union Road	
Cascade Road	
Intersection Control Evaluation (ICE)	
Pedestrian Bike Improvements	\$25,976,200
Bethsaida Road	
Cascade Road	
Fairburn Road	
Flat Shoals Road	
Fulton Industrial Area	
Jerome Road	
Merk Road	
Union Road	
Welcome All Road	
Quick Response Projects	\$3,010,967
Project Management	\$4,607,384
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TIER 1 TOTAL PURPOSE COSTS	\$76,789,731
 CITY OF SOUTH FULTON TIER 2 PURPOSES/PROJECTS	
Bridges	\$4,075,000
Harris Rd	
Ono Rd	
Operations and Safety	
Intersection Improvements	\$4,540,000
Bethsaida Road	
Campbellton Road	
Cascade Palmetto Highway	
Cascade-Palmetto Highway	

Enon Road	
South Fulton Parkway	
Pedestrian Bike Improvements	\$3,520,400
Cascade Road	
Scarborough Road	
Quick Response Projects	\$602,661
Project Management	\$813,068
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TIER 2 TOTAL PURPOSE COSTS	\$13,551,129

CITY OF SOUTH FULTON TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	\$2,056,894
Resurfacing of Corridors	
Binford Road	
Easton Drive	
Elva Drive	
Hall Road	
Herndon Rd	
Hillside Road	
Hillside Way	
John Rivers Rd	
Koweta Rd	
Washington Road	
Subdivisions Resurfacing	
Loch Lomond	
Operations and Safety Improvements	\$1,000,000
Intersection Improvements	
Fulton Industrial Area	
Pedestrian and Bike Improvements	\$9,139,122
Creel Road	
Old Fairburn Road	
Wallace Road	
Quick Response Projects	\$542,045
Project Management	\$813,068
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TIER 3 TOTAL PURPOSE COSTS	\$13,551,129

TOTAL SOUTH FULTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$103,891,989
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City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$2,000,000
Dixie Lake Road at SR14/Roosevelt Highway Intersection Improvements	
Maintenance and Safety Enhancements	\$3,000,000
Resurfacing of Various Corridors	
Operations and Safety	\$900,000
Raymond Drive & Raymond Terrace Resurfacing & Sidewalk Improvements	
Pedestrian and Bike Improvements	\$10,046,711
Union City Pedestrian & Cyclist Greenway Trail Pedestrian Improvements on Various Corridors	
Quick Response Projects	\$500,000
Project Management	\$900,000
TIER 1 TOTAL PURPOSE COSTS	\$17,346,711
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$500,000
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	\$2,500,000
Union City Pedestrian & Cyclist Greenway Trail SR138 Sidewalks & Gateway Improvements	
Project Management	\$61,184
TIER 2 TOTAL PURPOSE COSTS	\$3,061,184
UNION CITY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$750,000
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	\$1,400,000
Union City Pedestrian & Cyclist Greenway Trail Pedestrian Improvements on Various Corridors	
Quick Response Projects	\$650,000
Project Management	\$261,184
TIER 3 TOTAL PURPOSE COSTS	\$3,061,184
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	\$23,469,079

