



# AGENDA

## COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

JUNE 9, 2020 – 9:00 AM

*Cobb County...Expect the Best!*

### CALL TO ORDER

### PUBLIC HEARING

1. To conduct a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for FY21 Maintenance Zone 4 Miscellaneous Water Main Replacement, Program No. W2390.
2. To conduct a public hearing for employment of consultant services where contract fees likely will exceed \$100,000.00 for FY21 South Cobb Water Reclamation Facility Rehabilitation, Program No. T3020.
3. Public comment will be part of the Board of Commissioner's virtual meeting on Tuesday, June 9, 2020 at 9:00 a.m. Participation will be by phone only. By board policy, the first 12 who sign up will be given slots in the public comment portion of the meeting. The link to sign up for participation will be posted on [cobbcounty.org](http://cobbcounty.org) Thursday, June 4th at noon. Those who obtain a slot will be given a list of specific directions and requirements in order to call in and participate in the meeting.

### CONSENT AGENDA

#### **Water System**

4. To authorize the advertisement and holding of a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for Construction Management Services, Program No. C0160.
5. To approve a construction contract with R2T, Inc. for the South Cobb Water Reclamation Facility Secondary Clarifier Rehabilitation, Program No. T3019.
6. To convey by quit claim deed to the underlying property owner any County rights associated with abandoned sanitary sewer easements located near the intersection of Stilesboro Road and Ernest Barrett Parkway.

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7. To convey by quit claim deed to the underlying property owner any County rights associated with an abandoned sanitary sewer easement located in Land Lot 380 of the 17th District.
8. To convey by quit claim deed to the underlying property owner any County rights associated with a section of abandoned sanitary sewer easement located at 4359 Shallowford Industrial Parkway.
9. To approve Supplemental Agreement No. 2 with Duke's Root Control, Inc. to extend the current unit price contract for FY18-FY19 Sewer Root Control through FY21.
10. To approve Supplemental Agreement No. 3 with NaturChem, Inc. to extend the current unit price contract for FY17-FY18 Easement Maintenance Services through FY21.
11. To approve Change Order No. 1 to the construction contract with Butch Thompson Enterprises, Inc. for Olympic Industrial Drive Drainage Improvements, Program No. SW1886.

### Transportation

12. To adopt a resolution authorizing submission of a FY20 Section 5307 Grant request to the Federal Transit Administration for transit capital, planning, and operating-related projects, and authorize the acceptance of allocated Section 5307 Grant Program funding.
13. To adopt a resolution authorizing the submission of a FY20 Section 5337 Grant request to the Federal Transit Administration for transit operating-related projects, and authorize acceptance of FY20 allocated program funding.
14. To adopt a resolution authorizing the submission of a FY20 Section 5339 Grant request to the Federal Transit Administration for transit capital projects, and authorize acceptance of FY20 allocated program funding.
15. To authorize installation of dynamic speed display signs on Old Stilesboro Road, between Mars Hill Road and Acworth Due West Road.

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16. To authorize installation of dynamic speed display signs on Sullivan Road, between Stout Parkway and Hiram Lithia Springs Road.
17. To approve Change Order No. 1 (final) to the contract with Peek Pavement Marking, LLC for 2019 Countywide Pavement Marking, Project No. TR514, CCDOT Contract No. 001476.

## Public Services Agency

### Library System

18. To approve renewal of the Memorandum of Agreement with the Cobb County Public Schools, Marietta City Schools, and Cobb County Public Library System in a collaborative partnership to support Public Library Access for Student Success (PASS).

### Senior Services

19. To approve the Families First Agreement contract with the Atlanta Regional Commission to provide nutrition services to Cobb County seniors under the Families First Coronavirus Response Act from May 1, 2020 through September 2021.
20. To approve the 2020 Second Amendment Contract with the Atlanta Regional Commission for Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP SSBG, Income Tax Check-Off and Alzheimer's funding for a two-year period, July 2020 through June 2022.

## Support Services Agency

### Information Services

## Public Safety Agency

# AGENDA

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21. To authorize the use of funding received under the CARES (Coronavirus Aid, Relief, and Economic Security) Act, through the Coronavirus Relief Fund to construct a pole barn storage area, renovate current warehouse space, and purchase equipment and supplies to respond to a COVID-19 public health emergency.

## Fire Department

22. To approve the donation of surplus fire protective equipment to the Carroll County Fire Department.

## Community Development

23. To approve an Intergovernmental Agreement between the Cobb County Board of Commissioners and the South Cobb Redevelopment Authority regarding the use of excess funds from the Six Flags Special Services District for one year.

## Human Resources

24. To approve a delay in the annual reduction of excess accrued annual leave and compensatory leave hours until the end of the last payroll of the fiscal year FY21.
25. To authorize the enhancement of the pre-employment background check process to include search of federal court records.

## Finance

26. To approve all interfund transfers for claims and safety equipment purchases to allow Risk Management to reimburse the appropriate department.
27. To authorize the transfer of funding within the CARES Fund to accommodate payment and processing of eligible expenditures related to County disaster relief and preparedness.
28. To adopt a Resolution authorizing the issuance and sale of \$65,000,000 (expected amount) in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2020" (the "2020 TANs").

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29. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

## **CDBG**

30. To approve an Amendment to the current Grant Administration Agreement with W. Frank Newton, Inc. for the provision of administrative services for Cobb County's CARES grant programs received from the U.S. Department of Housing and Urban Development (HUD) and other federal and state sources to extend the term of the Agreement and establish a fee schedule.
31. To authorize the acceptance of Federal Fiscal Year 2021 Community Services Block Grant funds provided by the Georgia Department of Human Services and allocate grant funds.
32. To amend Program Years 2018 and 2019 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program and Emergency Solutions Grant funds.
33. To allocate emergency funding to qualified applicants to support the critical and growing need for food procurement, storage, and distribution being provided by organizations within the community.

## **CobbWorks**

34. To authorize the acceptance of a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc., to provide education, training, and employment services for adults.

## **County Attorney**

35. To authorize a Donation Agreement for the donation of the Wallis House property located on Burnt Hickory Road and a Donation Agreement for certain property formerly known as Harriston Hill at the intersection of Burnt Hickory Road and Barrett Parkway, with the National Park Service.

## **County Clerk**

# AGENDA

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36. To approve minutes.

## REGULAR AGENDA

### BOARD OF COMMISSIONERS

#### **BOC Chair**

37. To recommend the appointment of the Information Services Director.
38. To approve the revised Cobb County SPLOST Renewal Proposed Project List for inclusion in the 2022 Special Purpose Local Option Sales Tax (SPLOST) Referendum and Intergovernmental Agreements with the Municipalities, conditioned upon Board of Commissioners' approval of the Referendum and Intergovernmental Agreements.
39. To approve an Intergovernmental Agreement with the Municipalities within the County for the payment of various Municipal Improvement Funds anticipated to be generated by the 2022 Special Purpose Local Option Sales Tax (SPLOST) and other purposes.
40. To adopt a resolution condemning racism and reaffirming Cobb County's values of inclusion, respect, and justice and the County's commitment to reinforce these values.

#### **Transportation**

41. To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Mableton Parkway Pedestrian Improvements, Project No. X2762, CCDOT Contract No. 001518.
42. To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Kinjac Drive Sidewalk, Project No. X2750, CCDOT Contract No. 001534.
43. To approve Change Order No. 1 (final) to the contract with American Lighting and Signalization, Inc., for construction of a traffic signal at the intersection of Cobb Place Boulevard and Vaughn Road, Project No. X2326, CCDOT Contract No. 001351.

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44. To approve Change Order No. 2 to the contract with R.J. Haynie & Associates, Inc., for Traffic Signal Timing - SCATS Expansion, Project No. X2522, CCDOT Contract No. 001483.
45. To approve Change Order No. 1 (final) to Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276.

## **Information Services**

46. To approve a contract with Pioneer Technology Group and authorize the Purchasing Director to purchase technology infrastructure greater than \$100,000.00 for a new Unified Court Case Management System. This is partially funded by 2016 SPLOST, Support Services Technology Improvements Program X0020.

## **COMMISSIONERS' PUBLIC ADDRESS**

Per Section 2.01.01 of the Rules of Procedure of the Board

## **ADJOURNMENT**



## Water System

Judy Jones, P.E., Agency Director

District 3

Item No. 1.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To conduct a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for FY21 Maintenance Zone 4 Miscellaneous Water Main Replacement, Program No. W2390.

### **BACKGROUND**

The Water System intends to issue a Request for Proposals to select a consultant or consulting firm to provide professional services for the design of replacement water lines in four subdivisions/areas of south Cobb County. The scope of services will include field survey and data collection, route selection, preparation of preliminary and detailed designs, easement plat preparations, preparation of permit applications, preparation of bid documents, and bid assistance.

This public hearing is requested in accordance with Georgia Laws 1991, Page 4492, as follows:

*“Before the Commission expends County funds of \$100,000.00 or more to employ an independent consultant or consulting firm or to conduct an independent study or survey, it shall hold a public hearing thereon. At least 15 days notice of the time and place of the hearing shall be published in a newspaper of general circulation in the County.”*

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners conduct a public hearing prior to the employment of a consultant or consulting firm where contract fees will likely exceed \$100,000.00 for design services of FY21 Maintenance Zone 4 Miscellaneous Water Main Replacement, Program No. W2390.



**ATTACHMENTS**

1. Public Notice - 060920 Conduct Public Hearing FY21 Maintenance Z4 Misc. WMR W2390
2. Map - 060920 Conduct Public Hearing for FY21 Maintenance Zone 4 Misc. WMR W2390

**NOTICE OF PUBLIC HEARING  
COBB COUNTY BOARD OF COMMISSIONERS**

Notice is hereby given that on **June 9, 2020** at **9:00 a.m.**, the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:

**FY21 Maintenance Zone 4 Miscellaneous Water Main Replacement, Program No. W2390.**

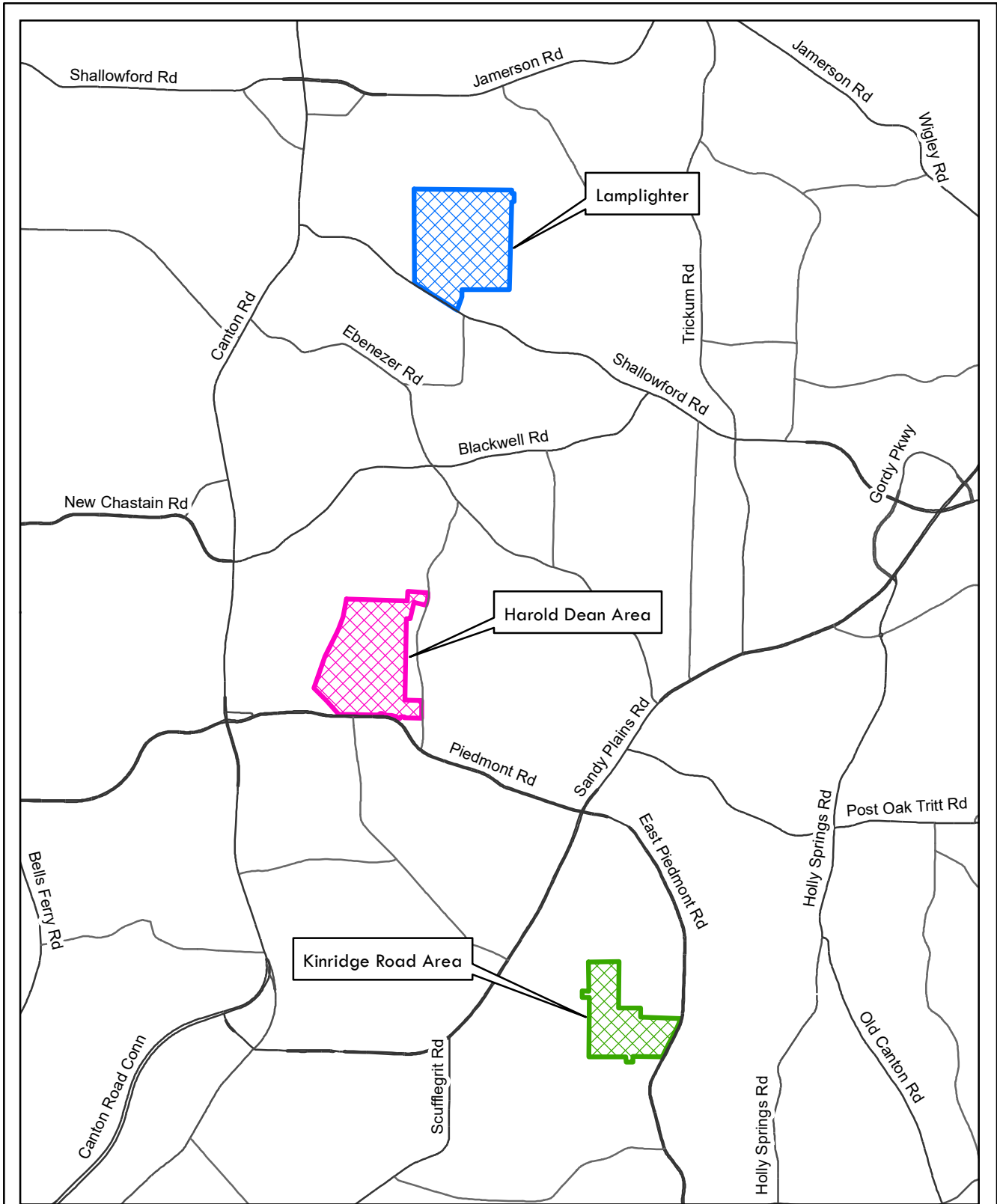
This public hearing will be held in the 2<sup>nd</sup> Floor Commissioners' Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia.

This April 28, 2020.

Advertise Dates:

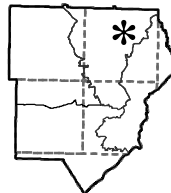
May 22<sup>nd</sup>, May 29<sup>th</sup>, and June 5<sup>th</sup>, 2020

Legal Line Advertisement



Project: FY21 Maintenance Zone 4 Miscellaneous  
Water Main Replacement  
Program Number: W2390  
District(s): 16  
Commission District(s): 3

1:48,000





## Water System

Judy Jones, P.E., Agency Director

District 4

Item No. 2.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To conduct a public hearing for employment of consultant services where contract fees likely will exceed \$100,000.00 for FY21 South Cobb Water Reclamation Facility Rehabilitation, Program No. T3020.

### **BACKGROUND**

The Water System intends to issue a Request for Proposals to select a consultant or consulting firm to provide professional services for the design of the rehabilitation of the primary sedimentation, secondary clarifiers, and sludge holding tank processes within the South Cobb Water Reclamation Facility. The scope of services will include field survey and data collection, preparation of preliminary and detailed designs, preparation of permit applications, preparation of bid documents, and bid assistance. Implementation of the improvements identified for selected portions of the program will be completed under one or more supplemental agreements and/or a subsequent project or projects.

This public hearing is requested in accordance with Georgia Laws 1991, Page 4492, as follows:

*“Before the Commission expends County funds of \$100,000.00 or more to employ an independent consultant or consulting firm or to conduct an independent study or survey, it shall hold a public hearing thereon. At least 15 days notice of the time and place of the hearing shall be published in a newspaper of general circulation in the County.”*

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners conduct a public hearing prior to the employment of a consultant or consulting firm where contract fees will likely exceed \$100,000.00 for design services for FY21 South Cobb Water Reclamation Facility Rehabilitation, Program No. T3020.

## **ATTACHMENTS**

1. Public Notice - 060920 Conduct Public Hearing FY21 South Cobb WRF Rehabilitation T3020
2. Map - 060920 FY21 South Cobb WRF Rehabilitation T3020

**NOTICE OF PUBLIC HEARING  
COBB COUNTY BOARD OF COMMISSIONERS**

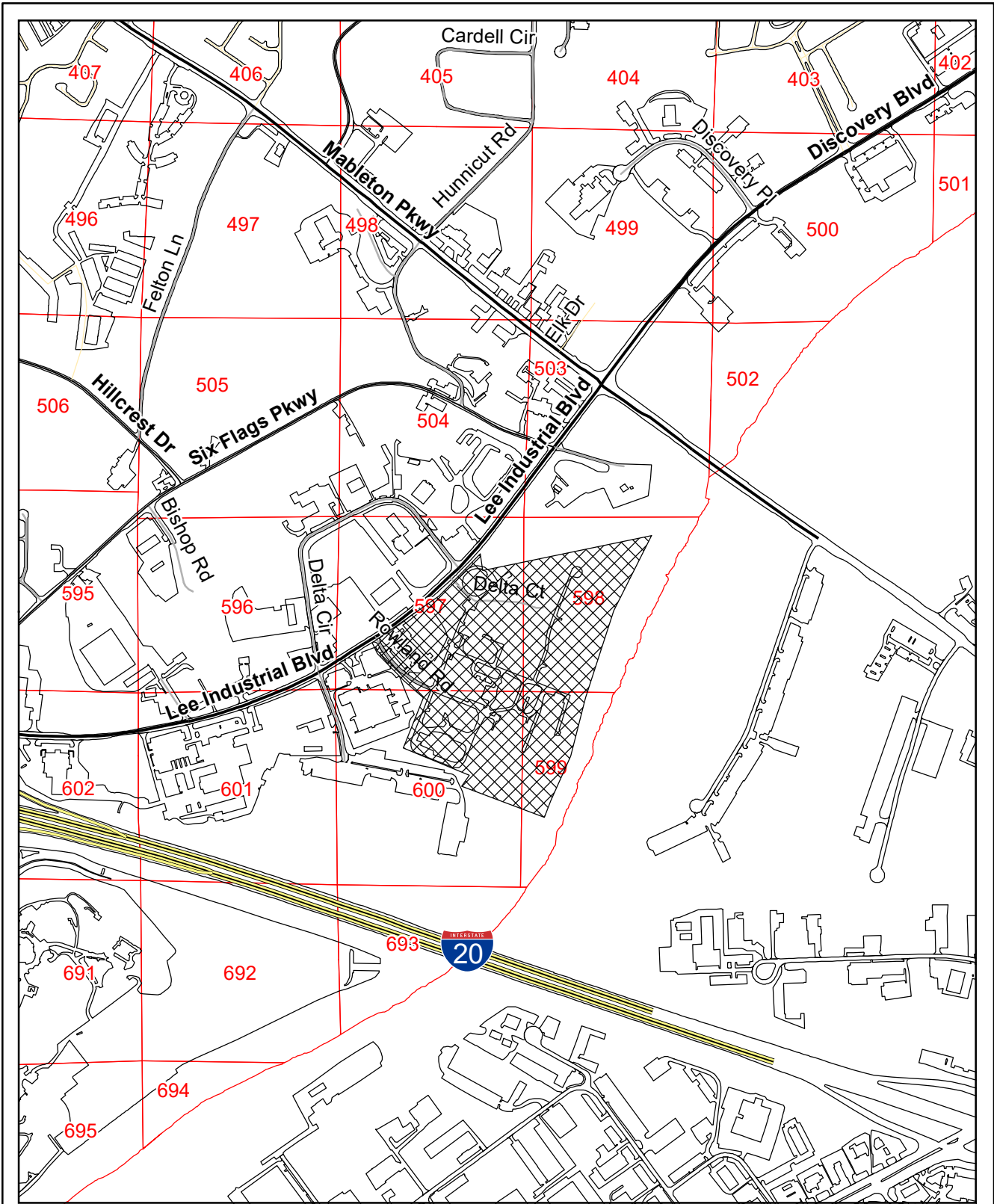
Notice is hereby given that on **June 9, 2020** at **9:00 a.m.**, the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:

**FY21 South Cobb Water Reclamation Facility Rehabilitation, Program No. T3020.**

This public hearing will be held in the 2<sup>nd</sup> Floor Commissioners' Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia.

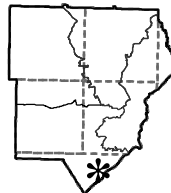
This April 28, 2020.

Advertise Dates:  
May 22<sup>nd</sup>, May 29<sup>th</sup> and June 5<sup>th</sup>, 2020  
Legal Line Advertisement



Project: South Cobb Water Reclamation Facility Rehab  
 Program Number: T3020  
 Land Lots: As Shown  
 District: 18th  
 Commission District: 4

1:12,000



## **PUBLIC COMMENT**

**Public comment will be part of the Board of Commissioner's virtual meeting on Tuesday, June 9, 2020 at 9:00 a.m. Participation will be by phone only. By board policy, the first 12 who sign up will be given slots in the public comment portion of the meeting. The link to sign up for participation will be posted on [cobbcounty.org](http://cobbcounty.org) Thursday, June 4th at noon. Those who obtain a slot will be given a list of specific directions and requirements in order to call in and participate in the meeting.**

**Persons signed up to address the Board will be called upon by the County Attorney to speak. Each speaker will be allotted a maximum of five (5) minutes. Speakers should direct their comments toward the Chairman only.**

**The Board is pleased to offer this opportunity at each regular meeting.**





## Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 4.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize the advertisement and holding of a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for Construction Management Services, Program No. C0160.

### **BACKGROUND**

As a continuation of an ongoing program, the Water System proposes to issue a Request for Proposals to select a consultant or consulting firm to provide professional services for construction management services related to its Capital Improvement Program. The scope of services will include constructability reviews; easement acquisition assistance; bidding and contract execution assistance; construction contract management; and inspection of water main, sewer line, and stormwater system installation and rehabilitation projects. The selected firm will also provide utility locate services on behalf of the Water System in response to requests from the Georgia Utility Protection Center.

This public hearing is requested in accordance with Georgia Laws 1991, Page 4492, as follows:

*“Before the Commission expends County funds of \$100,000.00 or more to employ an independent consultant or consulting firm or to conduct an independent study or survey, it shall hold a public hearing thereon. At least 15 days’ notice of the time and place of the hearing shall be published in a newspaper of general circulation in the County.”*

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners authorize the advertisement and holding of a public hearing prior to the employment of a consultant or consulting firm where contract fees will likely exceed \$100,000.00 for Construction Management Services, Program No. C0160.

## **ATTACHMENTS**

1. Public Notice - 060920 Authorize Public Hearing for Construction Management Services C0160

**NOTICE OF PUBLIC HEARING  
COBB COUNTY BOARD OF COMMISSIONERS**

Notice is hereby given that on **July 14, 2020** at **9:00 a.m.**, the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:

**Construction Management Services, Program No. C0160**

This public hearing will be held in the 2<sup>nd</sup> Floor Commissioners' Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia.

This June 9, 2020.

Advertise Dates:  
June 26<sup>th</sup>, July 3<sup>rd</sup> and July 10<sup>th</sup>, 2020  
Legal Line Advertisement



## Water System

Judy Jones, P.E., Agency Director

District 4

Item No. 5.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### PURPOSE

To approve a construction contract with R2T, Inc. for the South Cobb Water Reclamation Facility Secondary Clarifier Rehabilitation, Program No. T3019.

### BACKGROUND

This project to rehabilitate four of the five existing secondary clarifiers at the South Cobb Water Reclamation Facility involves replacement of the clarifier drive units and limited rehabilitation of the clarifier sludge collector mechanisms, including leveling and realignment of the center piers, center cages, and scum skimmer arm; adjustment of the scum skimmer assembly; and replacement of the selected wear parts. The project is part of the Water System's ongoing program to properly maintain its water reclamation facilities. The mechanical components of the secondary clarifier facilities, a critical part of the treatment processes used for Discharge Permit compliance, are at the end their useful life and need to be replaced to maintain efficient and reliable operation of the liquid treatment process.

**A single bid for construction was received on February 27, 2020:**

**R2T, Inc. \$635,000.00**

**This project requires specialized capabilities and is somewhat smaller than most projects related to rehabilitation of water reclamation facilities. Despite interest shown by several companies, only a single bid was received. This was due to the limited group of qualified local contractors and the significant number of competing projects. The bid from R2T, Inc. was found to be responsive, and the cost is reasonable.**

### IMPACT STATEMENT

N/A

**FUNDING**

Funding is available in the Water System’s CIP Budget as follows:

Transfer from:

South Cobb WRF Miscellaneous Improvements

Preliminary Estimates	510-500-5753-8005	T3701-Z	\$654,310.00
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Transfer to:

South Cobb Water Reclamation Facility Secondary Clarifier Rehabilitation

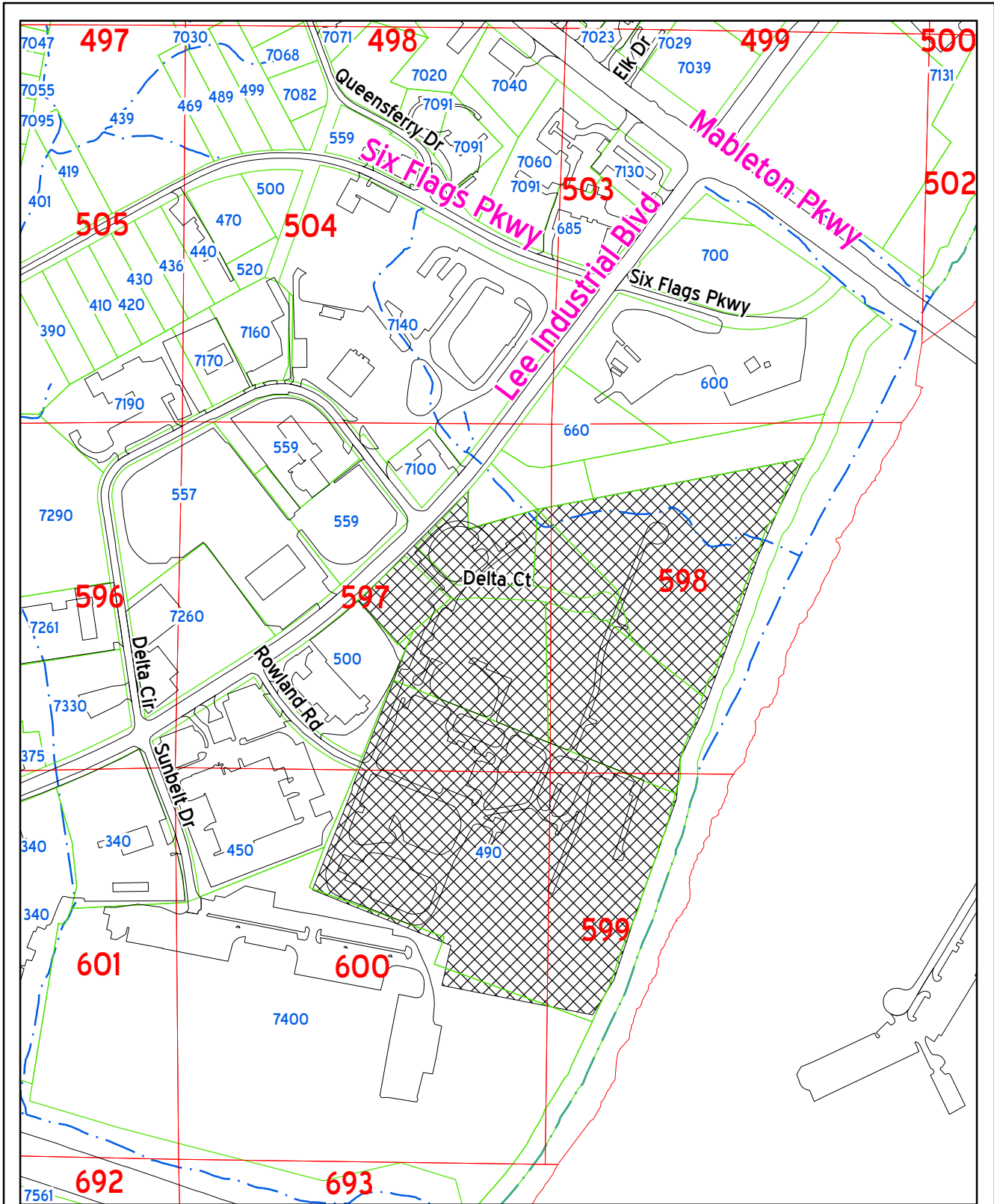
Construction	510-500-5753-8260	T3019-C	\$635,000.00
Interest Expense on Retainage	510-500-5753-6613	T3019-A	\$ 1,590.00
Materials & Supplies	510-500-5753-8265	T3019-M	\$ 5,000.00
Contingency	510-500-5753-8810	T3019-T	<u>\$ 12,720.00</u>
Total			\$654,310.00

**RECOMMENDATION**

The Board of Commissioners approve a construction contract with R2T, Inc., in the amount of \$635,000.00, for the South Cobb Water Reclamation Facility Secondary Clarifier Rehabilitation, Program No. T3019; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

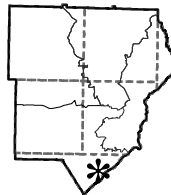
**ATTACHMENTS**

1. Map - 060920 AOC South Cobb WRF Clarifier Rehabilitation T3019



Project: South Cobb WRF Secondary Clarifier Rehabilitation  
 Program Number: T3019  
 Land Lots: As Shown  
 District: 18th  
 Commission District: 4

1:6,000





## Water System

Judy Jones, P.E., Agency Director

District 1

Item No. 6.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To convey by quit claim deed to the underlying property owner any County rights associated with abandoned sanitary sewer easements located near the intersection of Stilesboro Road and Ernest Barrett Parkway.

### **BACKGROUND**

As a part of Cobb County Water System's Noonday Creek Sewer Relocation, Project S1101, sanitary sewer lines in the vicinity of the intersection of Stilesboro Road and Ernest Barrett Parkway were reconfigured. The sewer lines crossing Barrett Greene Homeowners Association, Inc. property located off Stilesboro Road and Ernest Barrett Parkway (Land Lots 251 and 252 of the 20th District) were abandoned. A new sanitary sewer easement was dedicated to Cobb County on August 1, 2018, in Deed Book 15559, Page 5245 of the Cobb County, Georgia Superior Court Records. The underlying property owner, Barrett Greene Homeowners Association, Inc., has requested that any County rights associated with the abandoned sanitary sewer lines be returned by quit claim deed.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

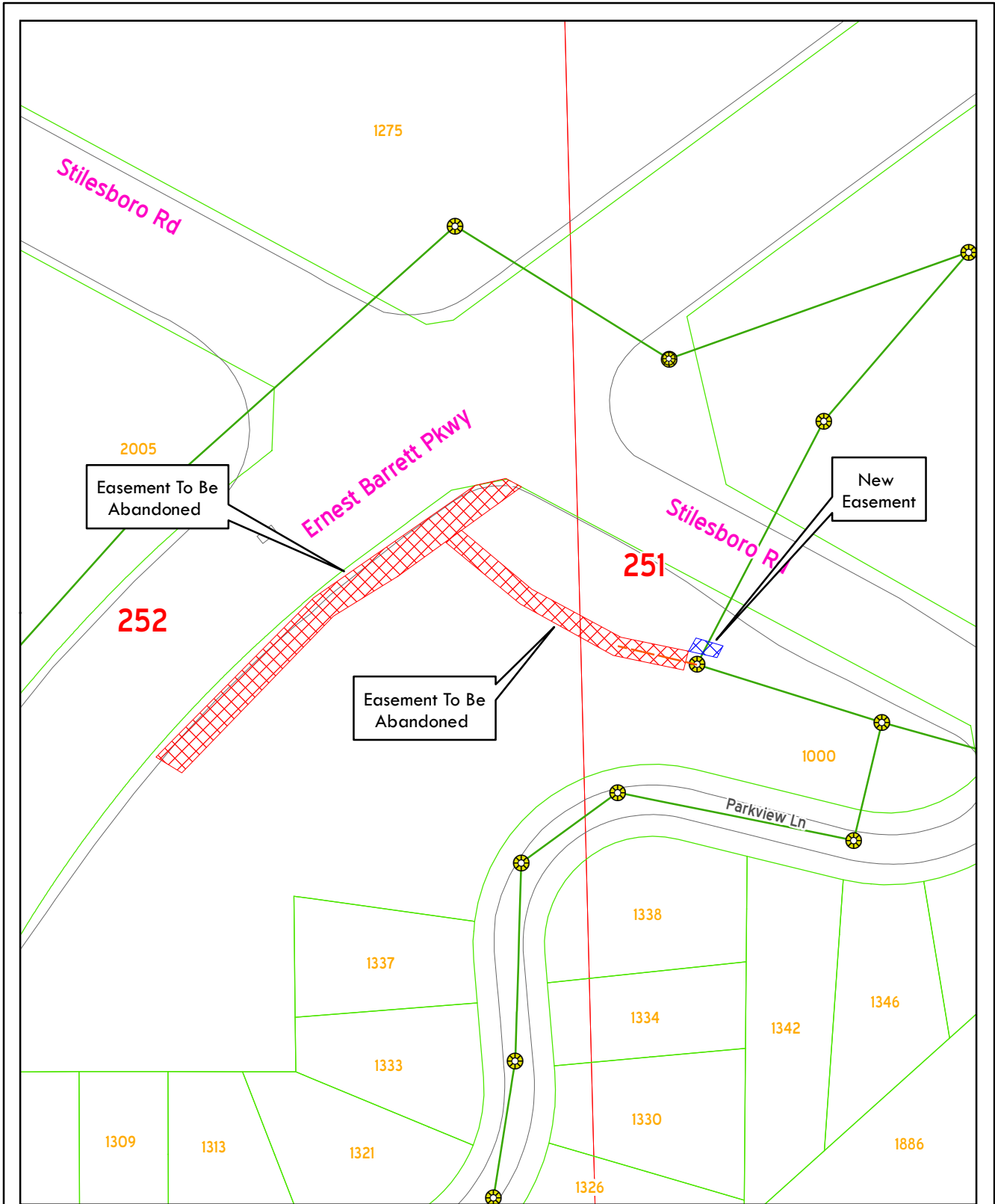
The Board of Commissioners convey by quit claim deed to the underlying property owner, Barrett Greene Homeowners Association, Inc., any County rights associated with abandoned sanitary sewer easements located near the intersection of Stilesboro Road and Ernest Barrett Parkway; and authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

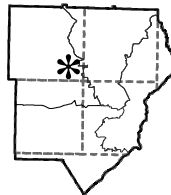
1. Map - 060920 Barrett Greene Home Owners Association







1:1,200  
 Project: Barrett Greene Homeowners Association  
 Land Lot(s): 251, 252  
 District(s): 20  
 Commission District(s): 1





## Water System

Judy Jones, P.E., Agency Director

District 4

Item No. 7.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To convey by quit claim deed to the underlying property owner any County rights associated with an abandoned sanitary sewer easement located in Land Lot 380 of the 17th District.

### **BACKGROUND**

As a part of the development of Logan's Walk, a residential development, a sanitary sewer easement was abandoned at what was formerly 3311 Old Concord Road. Cobb County has determined there is no need for the sanitary sewer easement for the sewer line as alternative service to the new development has been provided as a part of the development process. The underlying property owner, Long Weekend, LLC, has requested that any County rights associated with the abandoned sanitary sewer easement be returned by quit claim deed.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

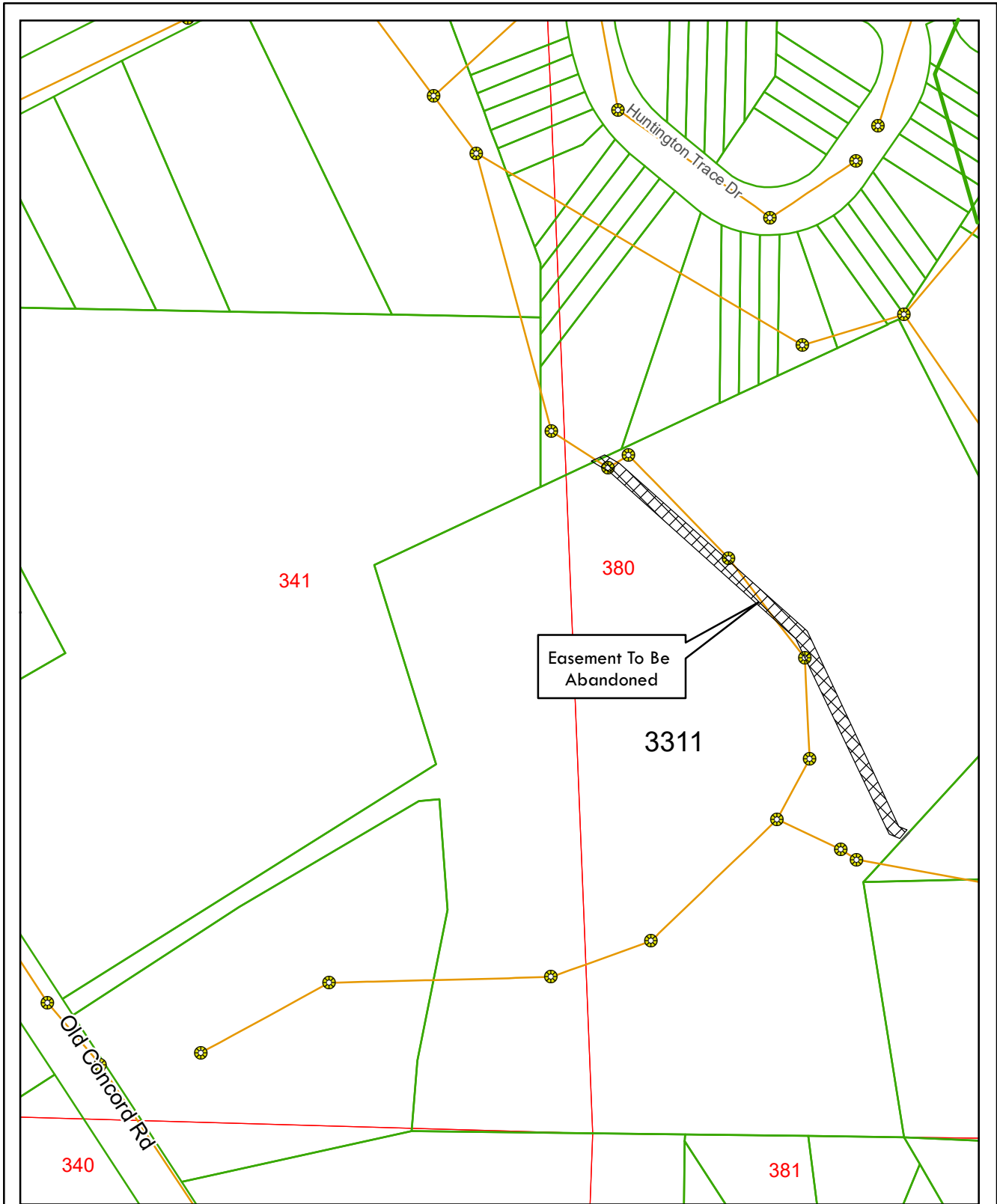
N/A

### **RECOMMENDATION**

The Board of Commissioners convey by quit claim deed any County rights associated with an abandoned sanitary sewer easement located in Land Lot 380 of the 17th District to the underlying property owner, Long Weekend, LLC, and authorize the Chairman to execute the necessary documents.

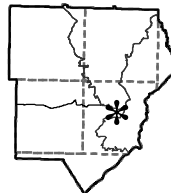
### **ATTACHMENTS**

1. Map - 060920 QC Long Weekend, LLC



Project: Long Weekend, LLC -  
 3311 Old Concord Road  
 Land Lot(s): 380  
 District(s): 17  
 Commission District(s): 4

1:1,800





## Water System

Judy Jones, P.E., Agency Director

District 3

Item No. 8.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To convey by quit claim deed to the underlying property owner any County rights associated with a section of abandoned sanitary sewer easement located at 4359 Shallowford Industrial Parkway.

### **BACKGROUND**

As a part of the construction of a new commercial building, located at 4369 Shallowford Industrial Parkway in Land Lot 158 of the 16th District, a section of an existing sanitary sewer line was relocated. A new sanitary sewer easement was dedicated to Cobb County by the property owner on April 14, 2020, in Deed Book 15730, Page 6212 of the Cobb County, Georgia Superior Court Records. The underlying property owner, Creative Sourcing Group, Inc., has requested that any County rights associated with the section of abandoned sanitary sewer easement be returned by quit claim deed.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

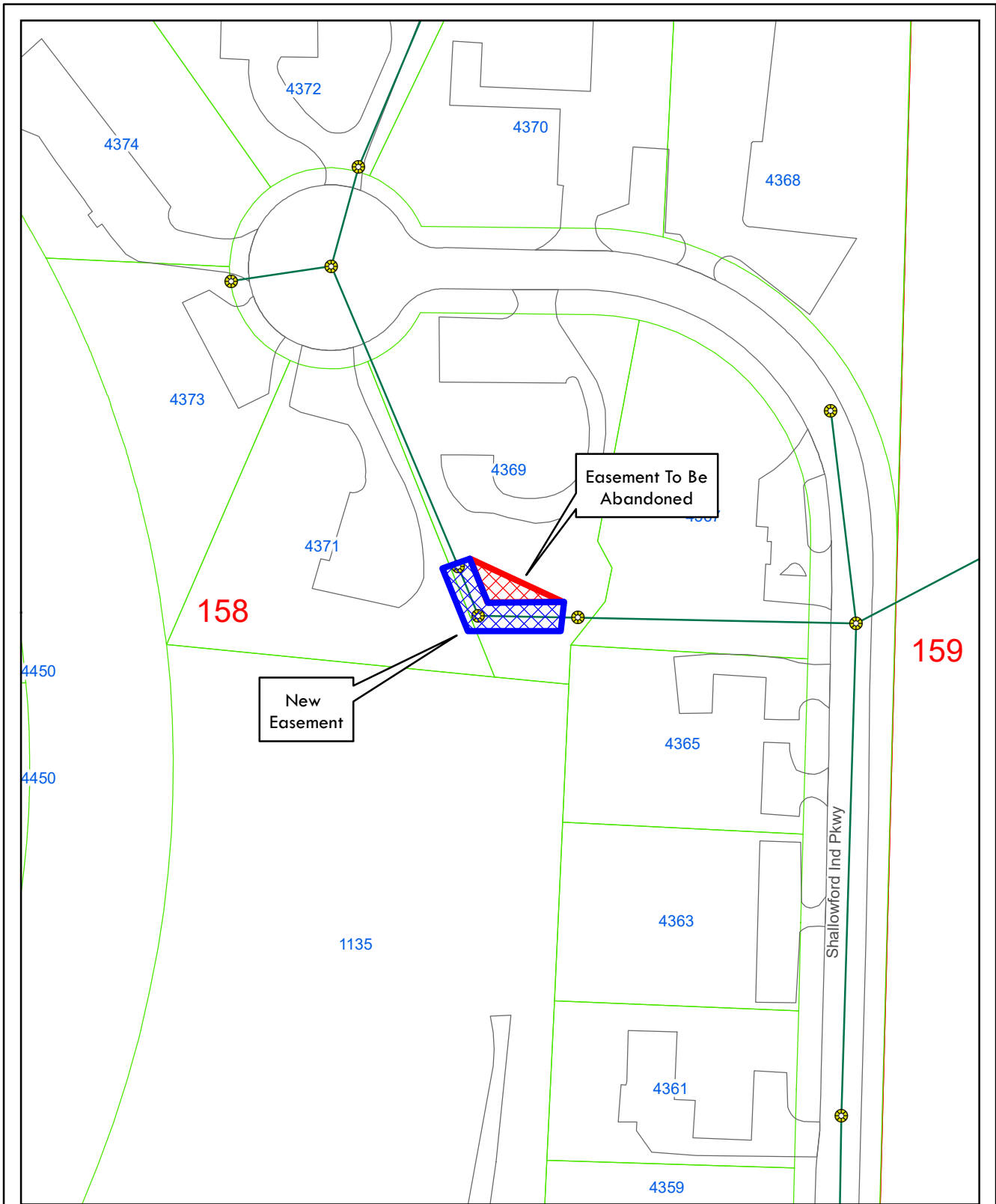
N/A

### **RECOMMENDATION**

The Board of Commissioners convey by quit claim deed to the underlying property owner, Creative Sourcing Group, Inc., any County rights associated with a section of abandoned sanitary sewer easement located at 4369 Shallowford Industrial Parkway; and authorize the Chairman to execute the necessary documents.

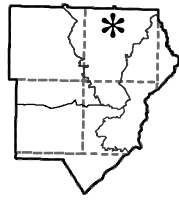
### **ATTACHMENTS**

1. Map - 060920 QC Creative Sourcing Group, Inc.



Project: Creative Sourcing Group, Inc. -  
 4369 Shallowford Industrial Parkway  
 Land Lot(s): 158  
 District(s): 16  
 Commission District(s): 3

1:1,200





## Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 9.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve Supplemental Agreement No. 2 with Duke's Root Control, Inc. to extend the current unit price contract for FY18-FY19 Sewer Root Control through FY21.

### **BACKGROUND**

The intrusion of roots into sewer lines remains an issue in isolated areas throughout the wastewater collection system. The Water System has found that the impact of this situation can be significantly reduced by regular application of an approved herbicide. The work is performed on an as-needed basis.

On August 22, 2017, the Board of Commissioners awarded the unit price contract for Sewer Root Control for FY18-FY19 to Duke's Root Control, Inc. The contract included provisions for an Owner option to extend the contract for three additional one-year periods. On July 23, 2019, the Board of Commissioners approved Supplemental Agreement No. 1 which extended the contract through FY20.

In accordance with the contractual provisions, the contractor was given the option to increase the unit prices up to 3 percent for FY21. Duke's Root Control, Inc. has elected to maintain their current unit pricing at the FY18-FY19 rates for FY21.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

Funding is available in the Water System's System Maintenance Sewer Line Repair and Maintenance Service FY21 Proposed Operating Budget, Fund 500, Department 500, Unit 5400, Object 6516.

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No. 2 to extend the current unit price contract for FY18-FY19 Sewer Root Control, with Duke's Root Control, Inc. through FY21; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 10.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve Supplemental Agreement No. 3 with NaturChem, Inc. to extend the current unit price contract for FY17-FY18 Easement Maintenance Services through FY21.

### **BACKGROUND**

The clearing and maintenance of sanitary sewer easements is essential to the operation of an effective sewer system. The Water System's ongoing easement maintenance program includes the clearing of overgrown vegetation along water and sewer easements and on designated properties; annual mowing of previously cleared easements and properties; and herbicidal applications for vegetation control, where directed, within the Cobb County Water System service areas.

On August 9, 2016, the Board of Commissioners awarded the unit price contract for Easement Maintenance Services for FY17-FY18 to NaturChem, Inc. The contract contains a provision for the County's option to extend for three additional one-year periods. On July 10, 2018 and August 27, 2019, the Board of Commissioners approved Supplemental Agreements Nos. 1 and 2 which extended the contract for FY19 and FY20, respectively.

Despite the contractual provision for up to a 3 percent unit price increase, NaturChem, Inc. has agreed to maintain their pricing at the original FY17-FY18 rates for FY21.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

Funding is available in the Water System's Operating Budget, Fund 500, Department 500, Unit 5400, Object 6516.



**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No. 3 with NaturChem, Inc. to extend the FY17-FY18 Easement Maintenance Services contract through FY21; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Water System

Item No. 11.

Judy Jones, P.E., Agency Director

District 2

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Judy Jones, P.E., Agency Director

**DATE:** June 9, 2020

### PURPOSE

To approve Change Order No. 1 to the construction contract with Butch Thompson Enterprises, Inc. for Olympic Industrial Drive Drainage Improvements, Program No. SW1886.

### BACKGROUND

On October 23, 2018, the Cobb County Board of Commissioners awarded Butch Thompson Enterprises, Inc. a contract in the amount of \$1,290,654.00 to replace a 50-year old dedicated storm drainage pipe running under two commercial buildings with 1,115 linear feet of rerouted 42-inch reinforced concrete pipe. On April 28, 2020, Supplemental Agreement No. 1 to the contract was approved, extending the contract period through June 15, 2020, because of several issues beyond the contractor's control.

The project has now been completed, despite difficult site conditions and routing issues, at a cost slightly less than the original bid amount. As the project has proceeded, however, it has become apparent that two additions to the scope would provide a significant benefit to the functionality of the overall system and reduce future maintenance costs by taking historic infrastructure out of use.

The first of these additions would reroute flows from existing catch basins in the right-of-way of Olympic Industrial Drive into the newly installed line, allowing abandonment of a section of deep 36-inch diameter culvert. The second provides for installation of 168 linear feet of 24-inch pipe to connect an existing pond system to the new line, again allowing the abandonment of problematic older infrastructure. Pricing for these two efforts is \$93,125.50. Recognizing the savings in the amount of \$1,595.32 to the original contract, Change Order No. 1 is proposed in the amount of \$91,530.18, including a time extension of 30 days to complete the additional work:

Original Contract Amount:	\$1,290,654.00
<b>Change Order 1</b>	<b><u>\$ 91,530.18</u></b>
Revised Contract Amount	\$1,382,184.18

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the Water System’s CIP Budget as follows:

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$91,530.18
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Transfer to:

Olympic Industrial Drive Drainage Improvements

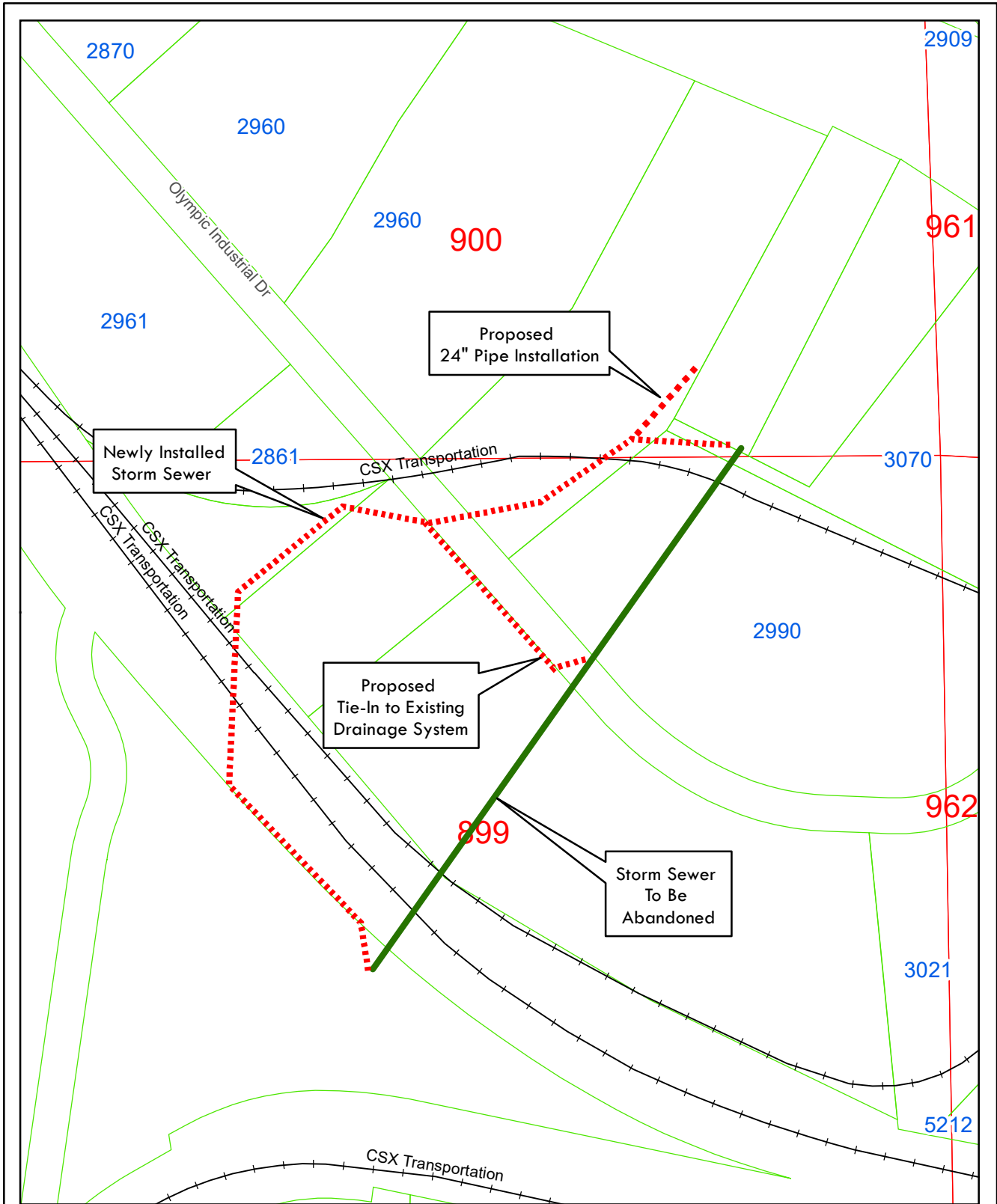
Drainage Contract R&M Service	510-500-5758-6496	SW1886-C	\$91,530.18
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**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 to the construction contract with Butch Thompson Enterprises, Inc., in the amount of \$91,530.18 with a time extension of 30 days, for Olympic Industrial Drive Drainage Improvements, Program No. SW1886; authorize the corresponding budget transaction; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Map - 060920 Olympic Industrial Drive Drainage Improvements SW1886



1:2,400  
 Project: Olympic Industrial Drive Storm Drainage Replacement  
 Program Number: SW1886  
 Land Lot(s): 899, 900  
 District(s): 17  
 Commission District(s): 2





## Transportation

Erica Parish, Agency Director

Districts All

Item No. 12.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To adopt a resolution authorizing submission of a FY20 Section 5307 Grant request to the Federal Transit Administration for transit capital, planning, and operating-related projects, and authorize the acceptance of allocated Section 5307 Grant Program funding.

### **BACKGROUND**

Each year, funds are allocated to Cobb County from the Federal Transit Administration (FTA) Section 5307 formula program for transit capital, planning, and operating-related projects. Nationally, funding is apportioned based on legislative formulas. For areas with populations of 200,000 or greater, which includes the Atlanta metropolitan area, the formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles, as well as population and population density.

On February 11, 2020, the Board of Commissioners adopted a resolution authorizing the submission of the proposed FY20 CobbLinc Transit Program of Projects (POP) to the Atlanta-Region Transit Link Authority (ATL) for publication and inclusion in the transit component of the Atlanta Regional Commission Regional Transportation Improvement Program.

The project funding used to develop the proposed project list submitted to the ATL were estimates based on historical annual allocations received by Cobb County under FTA Section 5307, Section 5337, and Section 5339 formula grant programs for transit capital, planning, and operating-related projects. The POP was published for a 30-day public comment period beginning on February 19, 2020. No comments on the proposed list were received. The publication of the POP and public comment period completes the required federal planning public involvement process for the County to apply for these funds.

The Department has been notified that the FY20 FTA Section 5307 Grant Program allocation, in an amount not to exceed \$5,732,825.00, is currently available to the County. This amount represents a small increase over the estimated funding used to develop the POP. To obtain these federal funds, the Board must adopt a resolution authorizing the submission of a grant request to the FTA. Requested project costs total \$8,465,650.00. Federal

funding will provide 80 percent of requested capital, planning, and specific operating projects, and 50 percent of requested operating assistance activities. There is no State funding available at this time; therefore, a 20 percent local match will be required for capital, planning, and specific operating projects, and a 50 percent local match will be required for operating assistance activities.

**IMPACT STATEMENT**

The FY20 FTA Section 5307 Grant Program allocation will provide total project funding in an amount not to exceed \$5,732,825.00, which includes \$1,288,000.00 for capital projects and \$4,444,825.00 for operating-related projects.

Project costs included in this FY20 grant request total \$8,465,650.00, which includes \$5,000,000.00 for capital, planning, and specific operating project costs and \$3,465,650.00 for operating assistance.

Federal funding will provide 80 percent of eligible capital, planning, and specific operating project costs, for a total of \$4,000,000.00. A 20 percent local match, in the amount of \$1,000,000.00, will be required.

Federal funding will also provide 50 percent of the operating assistance portion of this grant, for a total of \$1,732,825.00. A 50 percent local match, in the amount of \$1,732,825.00, will be required.

Federal funding requested in this application totals \$5,732,825.00. Total local match funding required, in an amount not to exceed \$2,732,825.00, is currently available in the Capital Projects Fund, as previously approved and appropriated by the Board.

Accepting these grant funds commits the County to make certain certifications and assurances to comply with applicable federal laws and regulations, as previously approved and ratified by the Board on April 28, 2020.

**FUNDING**

Appropriate receipt of FY20 Federal Transit Administration Section 5307 Grant Program funding to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T081-4439	FTA 5307 - Capital	\$4,000,000.00
	203-050-T081-4442	FTA 5307 - Operating	\$1,732,825.00
Increase Expenditure:	203-050-T081-8005	Preliminary Estimate	\$5,732,825.00

Local match funding is available in the Transit Grant Fund, with the following interfund transactions:

Available for Transfer:	380-050-4655-6594	Interfund Exp. (Local Match)	\$2,732,825.00
Increase Revenue:	203-050-T081-4960	Interfund Rev. (Local Match)	\$2,732,825.00
Increase Expenditure:	203-050-T081-8005	Preliminary Estimate	\$2,732,825.00

## **RECOMMENDATION**

The Board of Commissioners adopt a resolution authorizing submission of a FY20 Section 5307 Grant request to the Federal Transit Administration, in an amount not to exceed \$8,465,650.00, for transit capital, planning, and operating-related projects; authorize the acceptance of allocated Section 5307 Grant Program funding; authorize the corresponding budget transactions; and further authorize the Chairman, or his designee, to execute the necessary documents.

## **ATTACHMENTS**

1. Resolution
2. FY20 FTA Section 5307 Grant Project List

**RESOLUTION**

*Resolution authorizing the filing of an application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by Chapter 53 of Title 49 of the U.S. Code, Urbanized Area Formula Grants (49 U.S.C. § 5307) and other federal statutes administered by the Federal Transit Administration.*

**WHEREAS**, the Federal Transit Administration has been delegated authority to award federal financial assistance for a transportation project; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon Cobb County, and may require Cobb County to provide the local share of the project cost; and

**WHEREAS**, Cobb County has provided or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Cobb County Board of Commissioners authorize the filing of a Section 5307 funding grant application with the Federal Transit Administration, Department of Transportation, United States of America, in an amount not to exceed **\$8,465.650.00**; and

1. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file an application on behalf of Cobb County with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. § 5307, or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Cobb County.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on June 9, 2020.

This \_\_\_\_ day of \_\_\_\_\_, 2020

Attest:

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Clerk  
Cobb County Board of Commissioners



**FY20 FTA Section 5307 Program Grant Project List**  
**GRANT BUDGET**

<b>Capital Projects (20% Local Match)</b>	<b>Project Cost</b>
Fixed Route Bus Replacement	\$ 600,000.00
Transit Center Facilities & Equipment	\$ 200,000.00
Transit System Automation ( <i>ITS/Computer/Fare Equip.</i> )	\$ 375,000.00
Transit Planning Program	\$ 200,000.00
Education & Training	\$ 20,000.00
Project Management & Inspection Services	\$ 115,000.00
Support Vehicles	\$ 100,000.00
<b><i>Subtotal - Capital Projects (80%/20%)</i></b>	<b><i>\$ 1,610,000.00</i></b>
<b>Operating Projects (20% Local Match)</b>	<b>Project Cost</b>
Preventive Maintenance	\$ 1,838,000.00
Paratransit Operations	\$ 1,552,000.00
<i>Operating Projects (80%/20%)</i>	<i>\$ 3,390,000.00</i>
<b>Operating Projects (50% Local Match)</b>	<b>Project Cost</b>
Operating Assistance	\$ 3,465,650.00
<i>Operating Projects (50%/50%)</i>	<i>\$ 3,465,650.00</i>
<b><i>Subtotal - Operating Projects</i></b>	<b><i>\$ 6,855,650.00</i></b>
<b>Total - FY20 Section 5307 Program Budget</b>	<b>\$ 8,465,650.00</b>



## Transportation

Erica Parish, Agency Director

Districts All

Item No. 13.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To adopt a resolution authorizing the submission of a FY20 Section 5337 Grant request to the Federal Transit Administration for transit operating-related projects, and authorize acceptance of FY20 allocated program funding.

### **BACKGROUND**

The Federal Transit Administration (FTA) Section 5337 Grant Program is a formula-based program which provides financial assistance to public transit agencies that operate rail fixed-guideway and high-intensity motorbus systems. Projects under this program are limited to the maintenance, replacement, and rehabilitation of capital assets and development of asset management plans. These activities are considered essential to maintaining public transportation systems in a state of good repair.

The funding is allocated by a formula calculation through the regional planning and programming process, which is based primarily on vehicle revenue miles and high occupancy vehicle route miles operated. The amount of federal funding allocated to the County is calculated based on actual operations data submitted to the National Transit Database through a mandated report filed annually.

On February 11, 2020, the Board of Commissioners adopted a resolution authorizing the submission of the proposed FY20 CobbLinc Transit Program of Projects (POP) to the Atlanta-Region Transit Link Authority (ATL) for publication and inclusion in the transit component of the Atlanta Regional Commission Regional Transportation Improvement Program.

The project funding used to develop the proposed project list submitted to the ATL were estimates based on historical annual allocations received by Cobb County under FTA Section 5307, Section 5337, and Section 5339 formula grant programs for transit capital, planning, and operating-related projects. The POP was published for a 30-day public comment period beginning on February 19, 2020. No comments on the proposed list were received. The publication of the POP and public comment period completes the required federal planning public involvement process for the County to apply for these funds.

The Department has been notified that the FY20 FTA Section 5337 Grant Program allocation, in an amount not to exceed \$444,102.00, is currently available to the County. This amount represents a small decrease to the estimated funding used to develop the POP. To obtain these federal funds, the Board must adopt a resolution authorizing the submission of a grant request to the FTA. Requested project costs total \$555,128.00. Federal funding will provide 80 percent of requested capital projects. There is no State funding available at this time; therefore, a 20 percent local match will be required for the operating project.

**IMPACT STATEMENT**

The FY20 FTA Section 5337 Grant Program allocation will provide total project funding, in an amount not to exceed \$444,102.00, for the operating-related project.

Project costs included in this FY20 grant request total \$555,128.00. Federal funding will provide 80 percent of eligible operating-related project costs, for a total amount not to exceed \$444,102.00. A 20 percent local match, in an amount not to exceed \$111,026.00, will be required. Local match funding is currently available in the approved Capital Projects Fund, as previously approved and appropriated by the Board.

Accepting these grant funds commits the County to make certain certifications and assurances to comply with applicable federal laws and regulations, as previously approved and ratified by the Board on April 28, 2020.

**FUNDING**

Appropriate receipt of FY20 Federal Transit Administration Section 5337 Grant Program funding to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T082-4448	FTA 5337 - Good Repair	\$444,102.00
Increase Expenditure:	203-050-T082-8005	Preliminary Estimate	\$444,102.00

Local match funding is available in the Transit Grant Fund, with the following interfund transactions:

Available for Transfer:	380-050-4655-6594	Interfund Exp. (Local Match)	\$111,026.00
Increase Revenue:	203-050-T082-4960	Interfund Rev. (Local Match)	\$111,026.00
Increase Expenditure:	203-050-T082-8005	Preliminary Estimate	\$111,026.00

**RECOMMENDATION**

The Board of Commissioners adopt a resolution authorizing the submission of a FY20 Section 5337 Grant request to the Federal Transit Administration, in an amount not to exceed \$555,128.00, for transit operating-related projects; authorize the acceptance of FY20 allocated program funding; authorize the corresponding budget transactions; and further authorize the Chairman, or his designee, to execute the necessary documents.

**ATTACHMENTS**

1. Resolution
2. FY20 FTA Section 5337 Grant Project List

**RESOLUTION**

*Resolution authorizing the filing of a request with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by Chapter 53 of Title 49 of the U.S. Code (49 U.S.C. § 5337) and other federal statutes administered by the Federal Transit Administration.*

**WHEREAS**, the Federal Transit Administration has been delegated authority to award federal financial assistance for a transportation project; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon Cobb County, and may require Cobb County to provide the local share of the project cost; and

**WHEREAS**, Cobb County has provided or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Cobb County Board of Commissioners authorize the filing of a grant request with the Federal Transit Administration, Department of Transportation, United States of America, in an amount not to exceed **\$555,128.00**; and

1. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file a request on behalf of Cobb County with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. § 5337 or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file with its request the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Cobb County.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on June 9, 2020.

This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

Attest:  
\_\_\_\_\_  
Clerk  
Cobb County Board of Commissioners

**FY20 FTA Section 5337 Program Grant Project List**  
**GRANT BUDGET**

<b>Operating Projects (20% Local Match)</b>	<b>Project Cost</b>
Preventive Maintenance	\$ 555,128.00
<b><i>Subtotal - Operating Projects (80%/20%)</i></b>	<b>\$ 555,128.00</b>
<b>Total - FY20 Section 5337 Program Budget</b>	<b>\$ 555,128.00</b>



## Transportation

Erica Parish, Agency Director

Districts All

Item No. 14.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To adopt a resolution authorizing the submission of a FY20 Section 5339 Grant request to the Federal Transit Administration for transit capital projects, and authorize acceptance of FY20 allocated program funding.

### **BACKGROUND**

The Federal Transit Administration (FTA) Section 5339 Grant program provides funding to states and transit agencies through a statutory formula. Funds can only be utilized to replace, rehabilitate, and/or purchase buses and related equipment, and/or to construct bus-related facilities.

The funding is allocated by a formula calculation through the regional planning and programming process, which is based primarily on vehicle revenue miles and high occupancy vehicle route miles operated. The amount of federal funding allocated to the County is calculated based on actual operations data submitted to the National Transit Database through a mandated report filed annually.

On February 11, 2020, the Board of Commissioners adopted a resolution authorizing the submission of the proposed FY20 CobbLinc Transit Program of Projects (POP) to the Atlanta-Region Transit Link Authority (ATL) for publication and inclusion in the transit component of the Atlanta Regional Commission Regional Transportation Improvement Program.

The project funding used to develop the proposed project list submitted to the ATL were estimates based on historical annual allocations received by Cobb County under FTA Section 5307, Section 5337, and Section 5339 formula grant programs for transit capital, planning, and operating-related projects. The Program of Projects (POP) was published for a 30-day public comment period beginning on February 19, 2020. No comments on the proposed list were received. The publication of the POP and public comment period completes the required federal planning public involvement process for the County to apply for these funds.

The Department has been notified that the FY20 FTA Section 5339 Grant Program allocation, in an amount not to exceed \$733,395.00, is currently available to the County. This amount represents a decrease to the estimated funding used to develop the POP. To obtain these federal funds, the Board must adopt a resolution authorizing

the submission of a grant request to the FTA. Requested project costs total \$916,744.00. Federal funding will provide 80 percent of requested capital projects. There is no State funding available at this time; therefore, a 20 percent local match will be required for capital projects.

**IMPACT STATEMENT**

The FY20 FTA Section 5339 Grant program allocation will provide total project funding, in an amount not to exceed \$733,395.00, for capital projects.

Project costs included in this FY20 grant request total \$916,744.00. Federal funding will provide 80 percent of eligible capital project costs, for a total amount not to exceed \$733,395.00. A 20 percent local match, in an amount not to exceed \$183,349.00, will be required. Local match funding is currently available in the Capital Projects Fund, as previously approved and appropriated by the Board.

Accepting these grant funds commits the County to make certain certifications and assurances to comply with applicable federal laws and regulations, as previously approved and ratified by the Board on April 28, 2020.

**FUNDING**

Appropriate receipt of FY20 Federal Transit Administration Section 5339 Grant program funding to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T083-4447	FTA 5339 - Bus & Facilities	\$733,395.00
Increase Expenditure:	203-050-T083-8005	Preliminary Estimate	\$733,395.00

Local match funding is available in the Transit Grant Fund, with the following interfund transactions:

Available for Transfer:	380-050-4655-6594	Interfund Exp. (Local Match)	\$183,349.00
Increase Revenue:	203-050-T083-4960	Interfund Rev. (Local Match)	\$183,349.00
Increase Expenditure:	203-050-T083-8005	Preliminary Estimate	\$183,349.00

**RECOMMENDATION**

The Board of Commissioners adopt a resolution authorizing the submission of a FY20 Section 5339 Grant request to the Federal Transit Administration, in an amount not to exceed \$916,744.00, for transit capital projects; authorize the acceptance of FY20 allocated program funding; authorize the corresponding budget transactions; and further authorize the Chairman, or his designee, to execute the necessary documents.

**ATTACHMENTS**

1. Resolution
2. FY20 FTA Section 5339 Grant Project List

**RESOLUTION**

*Resolution authorizing the filing of a request with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by Chapter 53 of Title 49 of the U.S. Code (49 U.S.C. § 5339) and other federal statutes administered by the Federal Transit Administration.*

**WHEREAS**, the Federal Transit Administration has been delegated authority to award federal financial assistance for a transportation project; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon Cobb County, and may require Cobb County to provide the local share of the project cost; and

**WHEREAS**, Cobb County has provided or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**NOW, THEREFORE, BE IT RESOLVED** that the Cobb County Board of Commissioners authorize the filing of a grant request with the Federal Transit Administration, Department of Transportation, United States of America, in an amount not to exceed **\$916,744.00**; and

1. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file a request on behalf of Cobb County with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. § 5339 or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file with its request the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of Cobb County.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on June 9, 2020.

This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

Attest:  
\_\_\_\_\_  
Clerk  
Cobb County Board of Commissioners



**FY20 FTA Section 5339 Program Grant Project List**  
**GRANT BUDGET**

<b>Capital Projects (20% Local Match)</b>	<b>Project Cost</b>
Computer & Related Equipment	\$ 176,703.00
Transit Center Equipment	\$ 255,700.00
Fare Collection, ITS & Related Equipment	\$ 259,210.00
Project Management	\$ 225,131.00
<b><i>Subtotal - Capital Projects (80%/20%)</i></b>	<b>\$ 916,744.00</b>
<b>Total - FY20 Section 5339 Program Budget</b>	<b>\$ 916,744.00</b>



## Transportation

Erica Parish, Agency Director

District 1

Item No. 15.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize installation of dynamic speed display signs on Old Stilesboro Road, between Mars Hill Road and Acworth Due West Road.

### **BACKGROUND**

The Department and the Board of Commissioners have developed a dynamic speed display sign program to provide traffic calming on local streets and collector roads which meet specific criteria. Dynamic speed display signs measure the speed of approaching vehicles and convey the speed to drivers through a digital display. Based on a Department study and a review of studies throughout the country, both temporary and permanent speed display signs have shown effectiveness in reducing speeds.

On July 26, 2016, the Board adopted a Dynamic Speed Display (DSD) Sign Policy for the permanent installation of this type of sign. This Policy provides a process whereby citizens can request a study for installation of DSD signs along roadways which meet required geometric, speed and volume criteria. Traffic data is collected from road studies to determine the 85th percentile traffic speed and the average daily traffic (ADT). If the 85th percentile speed exceeds 10 MPH over the posted speed limit for that roadway, and the ADT exceeds 1,000 vehicles per day along local roads or 2,000 vehicles per day along collector roads, then the roadway qualifies for installation of DSD signs.

Old Stilesboro Road, between Mars Hill Road and Acworth Due West Road, is classified as a Minor Collector on the Cobb County Major Thoroughfare Plan. This two-lane road has a posted speed limit of 35 MPH. Traffic speed and volume data revealed an 85th percentile speed of 46 MPH and an ADT of 3,876 vehicles per day; therefore, this section of Old Stilesboro Road qualifies for installation of DSD signs.

The Department recommends installation of two signs on this section of Old Stilesboro Road, to allow placement of one sign in each direction. The required DSD signs were previously procured utilizing standard County purchasing procedures, and will be installed utilizing in-house crews.

## **IMPACT STATEMENT**

Annual routine maintenance expenses average approximately \$400.00 per unit. Future year funding required for ongoing maintenance will be included in the Traffic Operations Division's annual General Fund Operating Budget requests, in an amount estimated not to exceed \$800.00 annually.

## **FUNDING**

N/A

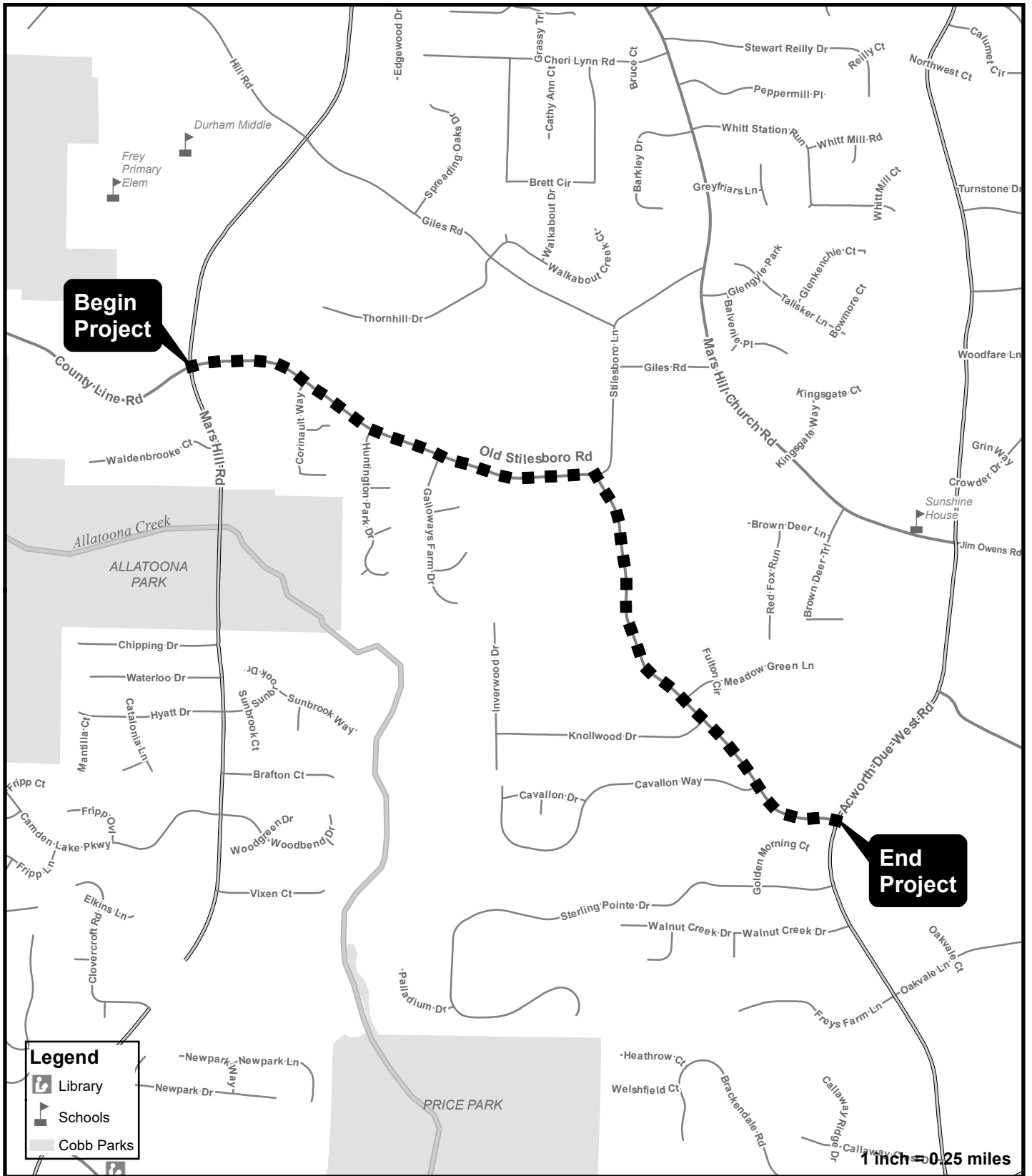
## **RECOMMENDATION**

The Board of Commissioners authorize installation of two dynamic speed display signs on Old Stilesboro Road, between Mars Hill Road and Acworth Due West Road.

## **ATTACHMENTS**

1. Location Map

# LOCATION MAP



Department of Transportation

**PROJECT:**  
Old Stilesboro Road Dynamic Speed Display Signs

DATE: June 9, 2020



Notes: Commission District 1



## Transportation

Erica Parish, Agency Director

District 4

Item No. 16.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize installation of dynamic speed display signs on Sullivan Road, between Stout Parkway and Hiram Lithia Springs Road.

### **BACKGROUND**

The Department and the Board of Commissioners have developed a dynamic speed display sign program to provide traffic calming on local streets and collector roads which meet specific criteria. Dynamic speed display signs measure the speed of approaching vehicles and convey the speed to drivers through a digital display. Based on a Department study and a review of studies throughout the country, both temporary and permanent speed display signs have shown effectiveness in reducing speeds.

On July 26, 2016, the Board adopted a Dynamic Speed Display (DSD) Sign Policy for the permanent installation of this type of sign. This Policy provides a process whereby citizens can request a study for installation of DSD signs along roadways which meet required geometric, speed and volume criteria. Traffic data is collected from road studies to determine the 85th percentile traffic speed and the average daily traffic (ADT). If the 85th percentile speed exceeds 10 MPH over the posted speed limit for that roadway, and the ADT exceeds 1,000 vehicles per day along local roads or 2,000 vehicles per day along collector roads, then the roadway qualifies for installation of DSD signs.

Sullivan Road, between Stout Parkway and Hiram Lithia Springs Road, is classified as a Minor Collector on the Cobb County Major Thoroughfare Plan. This two-lane road has a posted speed limit of 25 MPH. Traffic speed and volume data revealed an 85th percentile speed of 47 MPH and an ADT of 2,861 vehicles per day; therefore, this section of Sullivan Road qualifies for installation of DSD signs.

The Department recommends installation of two signs on this section of Sullivan Road, to allow placement of one sign in each direction. The required DSD signs were previously procured utilizing standard County purchasing procedures, and will be installed utilizing in-house crews.

## **IMPACT STATEMENT**

Annual routine maintenance expenses average approximately \$400.00 per unit. Future year funding required for ongoing maintenance will be included in the Traffic Operations Division's annual General Fund Operating Budget requests, in an amount estimated not to exceed \$800.00 annually.

## **FUNDING**

N/A

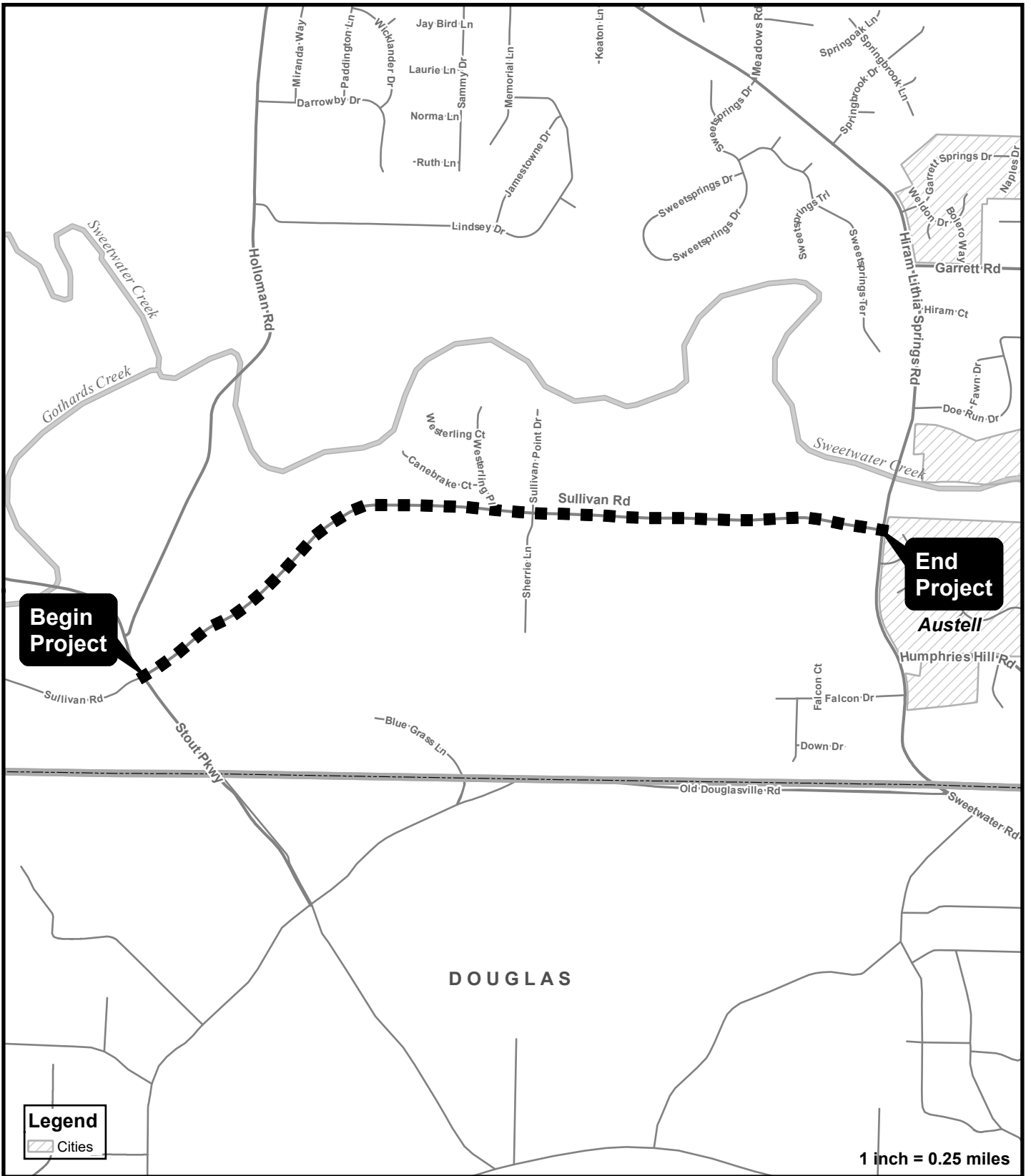
## **RECOMMENDATION**

The Board of Commissioners authorize installation of two dynamic speed display signs on Sullivan Road, between Stout Parkway and Hiram Lithia Springs Road.

## **ATTACHMENTS**

1. Location Map

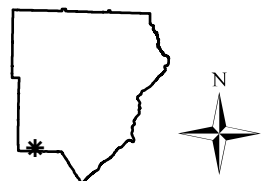
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Sullivan Road Dynamic Speed Display Signs

DATE: June 9, 2020



Notes: Commission District 4



## Transportation

Item No. 17.

Erica Parish, Agency Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the contract with Peek Pavement Marking, LLC for 2019 Countywide Pavement Marking, Project No. TR514, CCDOT Contract No. 001476.

### BACKGROUND

Pavement markings are an essential component of the Department's system of traffic control devices on County thoroughfares. As a part of the annual maintenance program for 2019 and 2020, the Department recommended replacing pavement markings on 21 roads. Based upon actual field conditions and work quantities required, pavement markings were completed as shown on the attached list.

On August 13, 2019, the Board of Commissioners approved a contract with Peek Pavement Marking, LLC (Peek) for the 2019 Pavement Marking project.

### **Details for action requested are as follows:**

Pavement markings are complete and Change Order No. 1 (final) to the contract with Peek, a savings to the project in the amount of \$19,466.43, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Peek.

Original Contract	\$370,383.80
<b>Change Order No. 1 (final)</b>	<b><u>(\$ 19,466.43)</u></b>
Revised Contract	<b>\$350,917.37</b>

### IMPACT STATEMENT

N/A



**FUNDING**

A savings to the Department’s approved Capital Projects Fund, with the following budget transfer:

Decrease GAE 38008131911:	380-050-4612-4612-6512-TR514-O	Contracted Services	\$19,466.43
Transfer from:	380-050-4612-4612-6512-TR514-O	Contracted Services	\$19,466.43
Transfer to:	380-050-4612-4612-8005-TR514-O	Preliminary Estimate	\$19,466.43

**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Peek Pavement Marking LLC, a savings to the project in the amount of \$19,466.43, for 2019 Countywide Pavement Marking, Project No. TR514, CCDOT Contract No. 001476; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. 2019 Countywide Pavement Marking Roadway List

**2019 Countywide Pavement Marking Street List  
Long Line Striping and Raised Pavement Markers (RPMs)**

**Project No. TR514**

ROAD NAME	DESCRIPTION	DIST.	LENGTH (miles)
Friendship Church Road	Villa Rica Road to Dallas Highway	1	2.3
Al Bishop Drive	County Services Parkway to Callaway Road	1	0.7
Villa Rica Road	Barrett Parkway to Macland Road	1	3.4
Burnt Hickory Road	Mars Hill Road to Hadaway Road	1	1.0
Burnt Hickory Road	Hadaway Road to Old Mountain Road	1	0.6
Burnt Hickory Road	Old Mountain Road to Acworth Due West Road	1	1.4
Lower Roswell Road	Cove Drive to Johnson Ferry Road	2	1.1
Lower Roswell Road	Johnson Ferry Road to Davidson Road	2	0.2
Lower Roswell Road	Davidson Road to Timber Ridge Road	2	2.7
Cooper Lake Road	South Cobb Drive to Daniel Street	2	0.9
Atlanta Road	Pine Street to Paces Ferry Road	2	1.4
North Church Lane	Plant Atkinson Road to Log Cabin Drive	2	0.6
Johnson Ferry Road	Roswell Road to Lower Roswell Road	2	1.5
Overlook Parkway	Paces Ferry Road to Mount Wilkerson Parkway	2	0.3
George Busbee Parkway	Chastain Road to Wade Green Road	3	2.2
Merritt Road	Allgood Road to Marietta City Limits	3	0.4
Shallowford Road	Johnson Ferry Road to Sandy Plains Road	2, 3	2.4
Liberty Hill Road	Morgan Road to Canton Road	3	0.9
Ewing Road	Flint Hill Road to Clay Road	4	1.6
East-West Connector	Fontaine Road to Felton Hill Road	4	2.4
Smyrna Powder Springs Road	Sandtown Road to Smyrna City Limits	4	0.6
Church Road	Harris Road to Chatley Way	4	0.7



## Library System

Helen Poyer, Library Director

Districts All

Item No. 18.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Helen Poyer, Library Director  
William Tanks, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve renewal of the Memorandum of Agreement with the Cobb County Public Schools, Marietta City Schools, and Cobb County Public Library System in a collaborative partnership to support Public Library Access for Student Success (PASS).

### **BACKGROUND**

Over the last several years Cobb County Public Library, Cobb County Schools, and Marietta Schools have built strong relationships. To further strengthen these relationships into a comprehensive, strategic, and sustainable collaboration that will benefit the Cobb community, the library system and the schools established the PASS program to reduce barriers to student access to library resources to increase literacy and educational success.

The PASS program represents one of the largest programs of its kind in the United States targeting expansion of access to public library resources. PASS links K-12 student identification numbers to the new PASS accounts for online connections to the Cobb public library from the home, classroom or library.

The Legal Department has reviewed and supports the Memorandum of Agreement, as well as the Library Board of Trustees.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners approve renewal of the Memorandum of Agreement with the Cobb County Public Schools, Marietta City Schools, and Cobb County Public Library System in a collaborative partnership to support **Public Library Access for Student Success (PASS)**; and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Library PASS MOA for CCPS 2020-22
2. Library PASS MOA for MCS 2020-22

3. Expenses. Any expenses related to the provision of services incurred by CCPLS shall be the sole responsibility of CCPLS.
4. Term and Termination. The term of this Agreement shall be for the agreed upon period described above. Upon expiration, this Agreement may be renewed upon mutual agreement for an additional term, unless this agreement is sooner terminated (a) by either party without cause upon giving the other party at least sixty (60) days prior written notice of termination, or (b) upon sixty (60) days written notice following the commission of any material breach of this Agreement that remains uncured during the notice period. In addition to all of the other rights which the parties may have to cancel this agreement, CCPLS shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from CCPLS to CCSD.
5. No Partnership. The provisions of this agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the parties. No CCPLS officer, manager, director, employee, agent, affiliate or other person shall be deemed to be an officer, manager, director, employee, agent, contractor or subcontractor of CCSD and vice versa. No party will have any right, power or authority, express or implied, to bind any other party.
6. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of Georgia and Cobb County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above

COBB COUNTY SCHOOL DISTRICT

By: Chris Ragsdale April 16, 2020

Name: Chris Ragsdale

Title: Superintendent, Cobb County Schools

COBB COUNTY PUBLIC LIBRARY SYSTEM

By: \_\_\_\_\_

Name: Helen Poyer

Title: Library Director

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Name: Mike Boyce

Title: Chairman

3. Expenses. Any expenses related to the provision of services incurred by CCPLS shall be the sole responsibility of CCPLS.
4. Term and Termination. The term of this Agreement shall be for the agreed upon period described above. Upon expiration, this Agreement may be renewed upon mutual agreement for an additional term, unless this agreement is sooner terminated (a) by either party without cause upon giving the other party at least sixty (60) days prior written notice of termination, or (b) upon sixty (60) days written notice following the commission of any material breach of this Agreement that remains uncured during the notice period. In addition to all of the other rights which the parties may have to cancel this agreement, CCPLS shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing ten (10) days' notice in writing from CCPLS to MCS.
5. No Partnership. The provisions of this agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the parties. No CCPLS officer, manager, director, employee, agent, affiliate or other person shall be deemed to be an officer, manager, director, employee, agent, contractor or subcontractor of MCS and vice versa. No party will have any right, power or authority, express or implied, to bind any other party.
6. Governing Law and Venue. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of Georgia and Cobb County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above

MARIETTA CITY SCHOOLS

By:  \_\_\_\_\_

Name: GRANT RIVERA, ED.D.

Title: Superintendent, Marietta City Schools

COBB COUNTY PUBLIC LIBRARY SYSTEM

By: \_\_\_\_\_

Name: Helen Poyer

Title: Library Director

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Name: Mike Boyce

Title: Chairman



**Senior Services**  
Jatunn Gibson, Director  
Districts All

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**Item No. 19.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** Jatunn Gibson, Director  
**DATE:** June 9, 2020

**PURPOSE**

To approve the Families First Agreement contract with the Atlanta Regional Commission to provide nutrition services to Cobb County seniors under the Families First Coronavirus Response Act from May 1, 2020 through September 2021.

**BACKGROUND**

In response to the COVID-19 pandemic, the Atlanta Regional Commission (ARC) through the Families First Coronavirus Response Act (FFCRA), is providing Federal funding to assist with the provision of additional food services to the senior citizens of Cobb County. As a service provider, Cobb County Senior Services (CSS) is receiving an award in the amount of \$277,170.43, to be allocated as Congregate Meals \$85,980.23 and Home Delivered Meals \$191,190.20. This funding will allow Cobb Senior Services to allocate more resources towards providing additional Congregate and Home Delivered Meals.

**IMPACT STATEMENT**

There is no local match required.

**FUNDING**

Funding will be available with the following budget appropriation:

Increase Revenue:	277-300-F050-4432	(Federal Grants)	\$277,170.43
Increase Expenditure:	277-300-F050-6166	(Food & Food Supplies)	\$277,170.43

## **RECOMMENDATION**

The Board of Commissioners approve the Families First Agreement contract with the Atlanta Regional Commission to provide nutrition services to Cobb County seniors under the Families First Coronavirus Response Act from May 1, 2020 through September 2021; authorize the corresponding budget transactions and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. ARC Families First Agreement



AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of May, 2020, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and the COBB COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Subgrantee").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Services (GDHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the Subgrantee desires to render such services in connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Contractors. No provision of this contract, nor act of Subgrantee or act of ARC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
3. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A", Scopes of Services and Service Detail, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties), as further specified in Attachment A hereto.
4. Time of Performance. The effective date of this contract is May 1, 2020. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before September 30, 2021. Due dates in this contract are based on calendar days. If any due date falls on Saturday, Sunday or ARC holiday, then the due date shall be the next ARC business day. This agreement shall be bound by the term dictated in the Notice of Funding Availability.
5. Compensation. The total cost of the work as defined in Attachment A is \$ 277,170.43. ARC shall reimburse an amount not to exceed that total for the performance of all things for or incidental to the performance of work. All costs in excess shall be paid by the Subgrantee as mandatory matching funds under the requirements of this agreement.
6. Method of Payment. Unless otherwise specified in Attachment B, which is attached hereto and made a part hereof, the following method of payment shall be used:
  - a. Progress Payments. Unless otherwise approved by ARC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
    - i. On or before the **eighth day** following each month for which payment is requested, the Subgrantee shall submit to ARC, in a form acceptable to ARC, a request documenting the services provided according to Attachment A and allowable costs, as specified in Attachment B, incurred for that month.
    - ii. Upon the basis of ARC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts

hereinbelow, and its audit and review and approval of (1) the monthly program performance report and (2) the payment request, as specified hereinabove, ARC will make payment to the Subgrantee not more than once a month.

- iii. ARC may, at its discretion, disallow or delay payment of all or part of a request if ARC determines that the Subgrantee is not in compliance to ARC's satisfaction with any of the terms of this agreement. Unless the complete monthly program performance report and payment request are received by ARC on or before the eighth day of the month, payment may be withheld until a later payment cycle.

b. Final Payment.

- i. Subgrantee's closeout reports are to be received by ARC within **fifteen days** of contract termination. ARC may, at its discretion, disallow payment of all or part of an incomplete report or a report received after this deadline.
- ii. Upon receipt by ARC of the Subgrantee's closeout report and all other required documentation, ARC will review such documents and make comparisons among the costs authorized in Attachment B and the cumulative value of all payments. Based on such comparisons and upon its determination of compliance with applicable GDHS unit cost requirements and that all other requirements hereunder have been completed, ARC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments or request from the Subgrantee refund of any overpayment. The Subgrantee shall refund to ARC any such overpayment within thirty calendar days of notification by ARC.

Payments by ARC are on a net 30 day basis, subject to availability of appropriate funding.

7. Formal Communication. Formal communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports. All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate, in writing to the other, an agent to act in his or her behalf regarding this contract. Any restrictions to such designation must be clearly defined in the written designation.
8. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates the Director of the Center for Community Services, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments, disputes and appeals, or terminations regarding this contract.
9. Reports. The Subgrantee shall furnish ARC with monthly program performance reports, in such form as may be specified by ARC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to ARC within eight days after the end of the report period.
10. Review and Coordination. To ensure adequate assessment of the Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC or the funding agencies to review such work and services. Reasonable notice of such review meetings shall be given to the Subgrantee.
11. Inspections. Authorized representatives of ARC and the funding agencies may at all reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports, studies, records, and computations prepared by or for the Subgrantee shall be made available to authorized representatives of ARC, the funding agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in the Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work. The Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate, and by GDHS's required five-year record retention from submission of final expenditure reports. If any litigation, claim or audit is

started before the expiration of the five-year period, records shall be retained until such litigation, claim or audit is resolved. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this program.

12. Liability. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this contract and cause a claim, demand, suit or other action to be brought by any person, firm, or corporation.

All other Subgrantees agree to indemnify and hold harmless ARC against any and all liability, loss, damages, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee or its employees or of any subcontractor of the Subgrantee.

If this contract includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by the Subgrantee. Subgrantee acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of the Subgrantee.

13. Denial or Termination of Services to Clients. The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by the subgrantee's governing body and posted prominently at every service delivery site.
14. Rights in Documents, Materials and Data Produced. The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of ARC upon termination or completion of the work. ARC and the funding agencies shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its subcontractors. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to ARC.
15. Publication and Publicity. Articles, papers, bulletins, presentations, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within 30 calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.
16. Identification of Documents. All reports, surveys, and other documents completed under this contract shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under Contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the U.S. Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.
17. Financial Management System. The Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate. In addition, the Subgrantee agrees to maintain accurate financial

records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to funding agencies.

18. Rate of Employee Compensation. The rate of compensation for work performed under this contract by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve-months, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this contract, without the express prior written approval of ARC.
20. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, subcontractor or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
21. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the program, have an interest, direct or indirect, in this contract or the proceeds arising therefrom.
22. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefits to arise herefrom.
23. Subcontracts. Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:
  - a. The Subgrantee requests and approval from ARC before subcontracting the work or services other than those submitted with this agreement.
  - b. The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 2 CFR § 200 or adequate justification for sole source selection is provided.
  - c. Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) contract between ARC and the Subgrantee.
  - d. A copy of all fourth party contracts shall submitted for review by ARC, or its representatives.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner, as determined by ARC, may at ARC's discretion, result in disallowance or delay in payment under the Paragraph titled Method of Payment or in termination pursuant to the Paragraph titled Termination for Cause.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this contract. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of ARC only by ARC's Executive Director and Chair, as set forth in ARC's Bylaws.

26. Project Administration.

- a. The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to ARC's satisfaction.
- b. The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- c. The Subgrantee agrees that the Subgrantee executor and all persons who administer the funds associated with this contract on behalf of the Subgrantee will be bonded or insured in an amount equal to at least ten percent of the total amount specified in Attachment B of the contract or \$25,000, whichever is less. The Subgrantee shall transmit written documentation of such bonding or insurance to ARC, in form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds or insurance that expire before the completion date of this contract, proof of renewal of such bond or insurance shall be provided to ARC, within 20 days after renewal.
- d. The Subgrantee agrees to administer the program in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- e. The Subgrantee shall at all times maintain during the term of this agreement policies of insurance covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents and volunteers.

27. General

- a. The Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). The appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. The Subgrantee also agrees to perform in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202 as appropriate.
- b. The Subgrantee agrees that services under this contract will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, the Subgrantee agrees, that its performance hereunder will:

- i. help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged 60 and over assessed as appropriate, by providing supportive services;
  - ii. target services to adults aged 60 and over in greatest economic and social need as determined by screening or assessment.
- c. The Subgrantee agrees that any facility used for delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

28. Standards for Service Performance.

- a. The Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the Georgia Department of Human Services, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.
- b. The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of ARC as provided in the Paragraph titled Amendments, hereinbelow.
- c. The Subgrantee acknowledges that ARC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.
- d. The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
- e. The Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.
- f. Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A hereof, and shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
- g. The following special provisions shall apply to nutrition services:
  - i. The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. The sites approved in this contract are specified in "Site Location List" in Attachment A.
  - ii. The Subgrantee shall not initiate the delivery of nutrition services under this contract at a site not approved by ARC.
  - iii. The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
  - iv. Supportive services include: (a) access services such as outreach, transportation, information/assistance and case management; (b) leisure activities; (c) nutrition education; (d) nutrition screening; (e) nutrition counseling; (f) shopping assistance; (g) health screening; and (h) group counseling. The terms and standards for these supportive services are stated in the attached Scope of Services, and thereby incorporated into this contract.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 23 CFR 450, “FHA Planning Assistance and Standards,” 49 CFR 23, “Participation of Disadvantaged Business Enterprise in Airport Concessions,” or 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 48 CFR 31, “Contract Cost Principles and Procedures,” Executive Order 12372, “Intergovernmental review of Federal programs,” U.S. Office of Management and Budget Circular Nos. A 21, “Cost Principles for Educational Institutions,” and A 133, “Audits of States, Local Governments and Non-Profit Organizations,” or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

For all subgrants, it:

- a. possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.
- b. will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. The Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- c. shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).
- d. Shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the funding agencies may require.

- e. Agrees to comply with such rules, regulations or guidelines as ARC or the funding agencies may issue to implement the requirements of this paragraph.
- f. will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- g. Will comply with the applicable provisions of the Hatch Act which limits political activity of employees.
- h. Will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- i. will cooperate with ARC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- j. Understands that the phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- k. will insure, for subgrant contracts not involving Federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the funding agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- l. will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- m. Agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate Division or Office of GDHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- n. Agrees to abide by all State and Federal laws, rules and regulations and GDHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without written consent of the individual employee, client or responsible guardian.
- o. Agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.



- p. Agrees to comply with the requirements of a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.
- q. Agrees to comply with the requirements set forth in Attachment "C" regarding the privacy of participant health information as set forth in 45 CFR § 164.501.
- r. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

For subgrant contracts involving either full or partial Federal financial assistance for construction program(s):

- a. Will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
- b. will have sufficient funds available to meet the non-federal share of the cost for construction programs and that it will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- c. will obtain ARC's written approval of the final working drawings and specifications before the program is advertised or placed on the market for bidding; that it will construct the facility, or cause it to be constructed, to final completion in accordance with the application and ARC approved plans and specifications; that it will submit to ARC for prior written approval changes that alter the costs of the program, use of space, or functional layout; and that it will not enter into a construction contract(s) for the program without such prior written approval.
- d. Will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as ARC may require.
- e. Will operate and maintain the facility in accordance with, at least, the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
- f. will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans With Disabilities Act, as appropriate. The Subgrantee will be responsible for conducting inspections to ensure compliance by the contractor with these specifications.
- g. will cause work on the program to be commenced within a reasonable time after receipt of written notification from ARC that funds have been approved, and the program to be prosecuted to completion with reasonable diligence, but no later than the expiration date of this contract, unless an earlier completion date is specified in Attachment "A" of this contract.
- h. Will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds.

30. Property Management Standards. The Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this contract. The Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over \$1,000 per unit and acquired in whole or in part under this contract will be governed by the Property Management Standards, but that ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the funding agencies.

31. Federal Prohibitions and Requirements Related to Lobbying: Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), the Subgrantee agrees that:

- a. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."
- c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- d. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (B) or (C) of this paragraph. Events that materially affect the accuracy of the information reported include:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- e. Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- f. Imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require the prohibitions and requirements of this paragraph be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

32. Debarment or Suspension. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for such transactions.
33. Compliance with Requirements of the Georgia Department of Human Services (GDHS). The Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which is on file in the offices of ARC and is hereby made a part of this contract as fully as if the same were attached hereto. Subgrantee further agrees to adhere to each provision of said grant contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices. Further, this includes compliance with the Georgia Illegal Immigration Reform and Enforcement Act of 2011. If any of the terms and conditions of this agreement conflict

with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant which shall be controlling unless prior written consent to the contrary is received from ARC.

34. License Requirements. The Subgrantee agrees to maintain any required city, county, and state business licenses or any other special licenses as required during performance of this contract. The Subgrantee is responsible for ensuring that all subcontractors are appropriately licensed. The Subgrantee agrees to notify ARC in writing within one business day of the loss or sanction of any license, certification, or accreditation required by this contract or by state or federal laws. The Subgrantee agrees that if it loses or has sanctioned with regard to any license, certification or accreditation required by this contract or state or federal laws, that this contract may be terminated in whole or in part.
35. Criminal Records Investigation: The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Sub grantee must utilize one of the following methods to comply with this requirement:
- a. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided at that website; or
  - b. Subgrantee will contact the Georgia Department of Human Services (DHS) or one of the local county Department of Family and Children Services (DFCS) offices listed below and schedule a Live Scan appointment:

DHR 2 Peachtree Street, NW, Atlanta	404-463-0100 or 404-657-5723
Gwinnett County DFCS	678-518-5651
Henry County DFCS	770-954-2337

Pursuant to O.C.G.A. 49-2-14, GDHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within DHS. Under such circumstances the individual so identified will not be employed for the purpose of providing services under this contract.

Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by GDHS or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by GDHS.

36. Other Requirements. In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all Local, State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, including but not limited to 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate.

Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to the Georgia Illegal Immigration Reform and Enforcement Act of 2011. Subgrantee will ensure that only persons who are citizens or nationals in the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

Subgrantee shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled Assurances hereinabove or by ARC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC,

the Subgrantee shall reimburse ARC in full for any payment made by ARC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

37. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
38. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
39. Termination for Mutual Convenience. ARC or the Subgrantee may initiate termination of this contract in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written contract amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In negotiating the termination conditions, a primary goal shall be to cause minimal disruption to the delivery of services provided hereunder. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall allow credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
40. Termination for ARC's Convenience. ARC may terminate this contract at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B".
41. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving at least five days written notice to the Subgrantee of such termination and specifying the effective date thereof. In such event, all information and materials produced under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B". Notwithstanding the foregoing, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by the Subgrantee's breach. ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until the exact amount of such damages is determined.
42. Force Majeure. Each party will be excused from performance under this agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this agreement nor basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work performed by any subcontractor.
43. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

44. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Cognizant Department Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee.

The Subgrantee agrees that the decision of ARC's Cognizant Department Director shall be final and conclusive unless, within ten days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty days after receipt of the appeal request. Both the Subgrantee and ARC's Cognizant Department Director shall have the right to present witnesses and give evidence concerning the question of fact at such hearing. Within twenty days after the hearing, the Executive Director shall make his decision concerning the question of fact in writing to the Subgrantee and to ARC's Cognizant Department Director.

Pending final decision of an appeal to the Executive Director, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Cognizant Department Director.

The Subgrantee agrees that the decision of the Executive Director concerning the question shall be final and conclusive unless determined by the funding agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

The Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by the Subgrantee. Written notice of such procedures shall be provided by the Subgrantee to each of its subcontractors.

45. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia and all questions of interpretations and construction shall be construed by the laws of such State.

*[REMAINDER INTENTIONALLY LEFT BLANK  
SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this contract as of the day first above written.

COBB COUNTY BOARD OF COMMISSIONERS

ATTEST

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title:

ATLANTA REGIONAL COMMISSION  
229 Peachtree Street, NE  
Suite 100  
Atlanta, Georgia 30303

ATTEST:

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chair

**ATLANTA REGIONAL COMMISSION AREA ON AGING SUBGRANT CONTRACT  
ATTACHMENT A - SCOPE OF SERVICES**

Sub-grantee work under this contract will support the Atlanta Regional Commission (ARC) Aging and Independence Services strategy for service delivery and work plan as enumerated in the attached FY 2020 Atlanta Regional Commission Distribution of Resources, in a manner consistent with the Scope of Services as outlined below, and all applicable Federal, State and ARC standards.

As a service provider under this contract, the sub-grantee shall:

1. Provide nutrition services, Home Delivered Meals (HDC2) and Congregate Meals (CMC2) for adults age 60+ and kinship caregivers age 55+, under the Families First Coronavirus Response Act.
2. Ensure compliance with all Atlanta Regional Commission (ARC), Georgia Department of Human Services, Division on Aging Services (DHS/ DAS), and Administration of Community Living standards, guidelines, policies, procedures, and updates.
3. Attend or designate representation at all relevant regularly scheduled and/or called ARC sponsored meetings and trainings, including bi-monthly Provider Network meetings.
4. Meet all reporting and data requirements consistent with ARC and DHS/DAS procedures. Sub-grantee agrees to make adjustments for required system changes, updates, and attend associated trainings as required.
5. Notify ARC promptly of any deviations from the approved SFY 2020 Atlanta Regional Commission Distribution of Resources, incorporated herein by reference. Such notification must be requested in writing to make any changes in the SFY 2020 Atlanta Regional Commission Distribution of Resources and await ARC approval.
6. Comply with all assurances certified in its written proposal to ARC for the contracted services and period.
7. Ensure that recipients of services funded by ARC utilizing the DHS/DAS Families First Coronavirus Response Act funding are subject to approved screening and assessment tools as determined by ARC at initial assessment and subsequent reviews; and that said assessments/reviews are administered by appropriate, qualified staff in accordance with DHS/DAS standards.
8. Implement cost sharing for all eligible services, according to the cost sharing fee scale approved by DHS/DAS. Fees generated must be used to expand the service for which such payment was rendered. Documentation of proper record and accountability of funds should be maintained for inspection upon request.
9. Ensure that all required licensures, certifications, and inspections are up to date and meet DHS/DAS, ARC, State of Georgia, city, and/or municipality/ jurisdictional requirements, and promptly address the renewal and expiration of said requirements, to include mandated staff trainings and recertification.
10. Comply with all Health Information Privacy and Accountability Act (HIPAA) regulations and abide by all state and federal laws, rules and regulations, and ARC, DHS/DAS policies and procedures including implementing appropriate security procedures to protect the confidentiality of

client records, identity and status information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time. Contractor further agrees to implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews and/or maintained in automated or manual systems, including laptop computers, fax, email, phones, and web-based systems, as is hereby acknowledged by affixing signature to Attachment "C" - Business Associate Agreement.

Create invoices as designated by ARC consistent with the SFY 2020 Atlanta Regional Commission Distribution of Resources incorporated herein by reference, to include, but not limited to units of service performed, and any other documentation required by ARC for reimbursement.

Sub-grantee shall perform the specific work and services in this contract in a satisfactory manner as determined by the Director of the Area Agency on Aging.



Cobb Families First Budget							
Service	Fund Source	Cost Center	Contract Staging Amount	Contract Amount	Local Match	Payment Amount	Other Funds
Congregate Meals	FFCRA Congregate Meals	008AF1	\$ 85,980.23	\$ 85,980.23	\$ -	\$ 85,980.23	
Home Delivered Meals	FFCRA Home Delivered Meals	008AF3	\$ 191,190.20	\$ 191,190.20	\$ -	\$ 191,190.20	
<b>Total Awarded:</b>				<b>\$ 277,170.43</b>	<b>\$ -</b>	<b>\$ 277,170.43</b>	<b>\$ -</b>

**CONTRACTOR/VENDOR INFORMATION**

**Legal name & address  
of entity:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If different from above-*

**Legal name of Payee:**

**Payment Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

**Legal entity status (please mark all that apply):**

Corporation/C-Corp LLC/S-Corp LLC     Individual/Sole-Proprietor/Single Member LLC  
 Partnership/LLC Partnership/LLP     Government: Federal/State/Local/Authority  
 Non-Profit: 501(c)(3)/501(c)(4)     Other: (describe) \_\_\_\_\_  
\_\_\_\_\_

**(Federal) Employer Identification Number:** \_\_\_\_\_

**OR**

**Social Security Number (for an individual):** \_\_\_\_\_

**Is this contractor/vendor an attorney/law firm?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects?** YES \_\_\_\_\_ NO \_\_\_\_\_

**E-verify Status:** \_\_\_\_\_ **Registered:** E-verify Number \_\_\_\_\_ **DUNS Number** \_\_\_\_\_  
\_\_\_\_\_ **Not Registered**

**Is this contractor/vendor a:**

**Disadvantaged Business Enterprise under 49 CFR Part 26?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Minority or Women Business Enterprise under 49 CFR Part 23?** YES \_\_\_\_\_ NO \_\_\_\_\_

**Attach a copy of current certification(s).**

**Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards?** YES \_\_\_\_\_ NO \_\_\_\_\_

**If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.**

**Certified true and correct:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
AWARD NUMBER and/or PROJECT NAME

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

REV ARC 05/08

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT  
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained or perform such service.

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:



**Senior Services**  
Jatunn Gibson, Director  
Districts All

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**Item No. 20.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** Jatunn Gibson, Director  
**DATE:** June 9, 2020

**PURPOSE**

To approve the 2020 Second Amendment Contract with the Atlanta Regional Commission for Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP SSBG, Income Tax Check-Off and Alzheimer's funding for a two-year period, July 2020 through June 2022.

**BACKGROUND**

This is the second amendment of the annual contract approved by the Board of Commissioners on July 7, 2019. The Georgia Department of Human Services, Division of Aging Services has designated the Atlanta Regional Commission (ARC) as the Area Agency on Aging for the Atlanta region. The ARC provides grant funding to assist with the provision of services to the senior citizens of Cobb County. This second amendment reflects changes to the State Fiscal Year (SFY) 2020 funding level and shifts in current SFY20 funding services in response to the COVID-19 pandemic.

The funding sources impacted include Title III, CBS, NSIP and Income Tax Check-Off for the following services: Congregate Meals (\$51,732.00), Home Delivered Meals \$78,301.00, Personal Care (\$7,825.00), Homemaker \$6,250.00 and Transportation \$5,032.37, totaling \$30,026.37.

**IMPACT STATEMENT**

There is an increase of \$1,000.00 to the General Fund's county match portion.

**FUNDING**

The following budget appropriations will reflect the change in funding:

Increase Revenue:	277-300-F039-4512	(Title III Federal)	\$ 9,500.00
Increase Revenue:	277-300-F039-4510	(Title III State)	\$ 500.00
Increase Revenue:	277-300-F039-4489	(NSIP State)	\$ 14,994.00
Increase Revenue:	277-300-F039-4494	(Income Tax Check-off)	\$ 5,032.37
Increase Expenditure:	277-300-F039-6166	(Food & Food Supplies)	\$ 24,994.00
Increase Expenditure:	277-300-F039-6168	(Fuel)	\$ 5,032.37

**RECOMMENDATION**

The Board of Commissioners approve the 2020 Second Amendment Contract with the Atlanta Regional Commission for Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP, SSBG, Income Tax Check-Off and Alzheimer’s funding for a two-year period, July 2020 through June 2022; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. ARC Amendment 2 Contract

SECOND AMENDMENT OF AGING SUBGRANT AGREEMENT

THIS AGREEMENT is entered into as of this 1st day of April 2020, by and between Cobb County Board of Commissioners, (hereinafter referred to as the “Subgrantee”) and the Atlanta Regional Commission, (hereinafter referred to as “ARC”).

WITNESSETH THAT

WHEREAS, the parties hereto did enter into an agreement dated July 1, 2019, and later amended, in which the Subgrantee agreed to perform certain services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set forth in said contract; and

WHEREAS, the parties wish to further amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Section 5, Compensation, shall be amended to read, “The total cost of the work as defined in Attachment A is \$ 2,099,739.54. ARC shall reimburse an amount not to exceed \$ 1,969,501.70 for the performance of all things for or incidental to the performance of work.”
2. The budget page, labeled SFY2020 Atlanta Regional Commission Distribution of Resources, is hereby deleted in its entirety and replaced with the budget page, labeled Amendment 2, as attached.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date first above written.

ATTEST:

\_\_\_\_\_

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

ATLANTA REGIONAL COMMISSION

By: \_\_\_\_\_

Executive Director

Title: \_\_\_\_\_

Chair

Amendment 2

FY20 Cobb County

Service	Fund Source	Contracted Units	Unit Cost	Contract Staging Amount	Contract Amount	Local Match	Payment Amount	Other Funds	Persons Served	Leveraged Units
HCBS-CASE MANAGEMENT-IND	CBS - Case Management - 008AC7	2,373.00	\$ 26.92	\$ 63,863.00	\$ 63,863.00	\$ -	\$ 63,863.00	\$ -	236.00	1200
HCBS-CASE MANAGEMENT-IND	CBS - HCBS State - 008AC1	1,429.00	\$ 26.92	\$ 38,445.20	\$ 38,445.20	\$ -	\$ 38,445.20	\$ -	346.00	1600
HCBS-CASE MANAGEMENT-IND	SSBG - HCBS - 008AS2	1,600.00	\$ 26.92	\$ 43,055.00	\$ 43,055.00	\$ 5,166.60	\$ 37,888.40	\$ -	198.00	892
HCBS-CASE MANAGEMENT-IND	OAA Title III E-Family Caregiver Support - 008AS3	2,446.00	\$ 26.92	\$ 65,819.74	\$ 65,819.74	\$ 6,581.97	\$ 59,237.77	\$ -	170.00	700
HCBS-CONGREGATE MEALS-IND	OAA Title III C1 - Congregate Meals - 008AS6	22,398.00	\$ 18.46	\$ 361,734.76	\$ 361,734.76	\$ 36,173.48	\$ 325,561.28	\$ -	350.00	20200
HCBS-CONGREGATE MEALS-IND	OAA Title III C1 - Congregate Meals - 008AS6			\$ 110,870.10	\$ 110,870.10	\$ 11,087.01	\$ 99,783.09	\$ -	350.00	20200
HCBS Congregate Meals-Food Cost Only (NSIP)	ACL Nutrition Services Incentive Program (NSIP) - 008AU1	19,355.00	\$ 1.55	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	20.00	1000
HCBS-CONGREGATE MEALS-IND	Voluntary Client Contributions							\$ 25,136.00		
HCBS-HOME DELIVERED MEALS-IND	NSIP SSBG Supplemental - 008AU3	2,873.00	\$ 8.40	\$ 24,126.00	\$ 24,126.00	\$ -	\$ 24,126.00	\$ -	75.00	1020
HCBS-HOME DELIVERED MEALS-IND	NSIP - State - 008AU2	18,010.00	\$ 8.40	\$ 151,278.95	\$ 151,278.95	\$ -	\$ 151,278.95	\$ -	120.00	3640
HCBS-HOME DELIVERED MEALS-IND	OAA Title III C2 - Home Delivered Meals - 008AS7	28,310.00	\$ 3.45	\$ 127,657.18	\$ 127,657.18	\$ 12,765.72	\$ 114,891.46	\$ -	300.00	8750
HCBS-HOME DELIVERED MEALS-IND	OAA Title III C2 - Home Delivered Meals - 008AS7			\$ 140,129.36	\$ 140,129.36	\$ 14,012.94	\$ 126,116.42	\$ -	300.00	8750
HCBS HOME DELIVERED MEALS-FOOD COST ONLY NSIP	ACL Nutrition Services Incentive Program (NSIP) - 008AU1	47,781.00	\$ 1.64	\$ 78,360.66	\$ 78,360.66	\$ -	\$ 78,360.66	\$ -	100.00	3000
HCBS-HOME DELIVERED MEALS-IND	Voluntary Client Contributions							\$ 13,203.00		
HCBS-HOMEMAKER-IND	CBS - HCBS State - 008AC1	3,045.00	\$ 25.00	\$ 76,101.40	\$ 76,101.40	\$ -	\$ 76,101.40	\$ -	140.00	0
HCBS-HOMEMAKER-IND	Cost Share		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 506.00	40.00	0
HCBS-PERSONAL CARE-IND	CBS - HCBS State - 008AC1	2,687.00	\$ 25.00	\$ 67,175.00	\$ 67,175.00	\$ -	\$ 67,175.00	\$ -	50.00	0
HCBS-PERSONAL CARE-IND	Cost Share		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 849.00		
HCBS-RESPIRE IN-HOME-VOUCHER	Alzheimer's Program, State - 008AA2	3,926.00	\$ 25.00	\$ 98,143.46	\$ 98,143.46	\$ -	\$ 98,143.46	\$ -	46.00	0
HCBS-RESPIRE IN-HOME-VOUCHER	CBS - Respite Care State - 008AC6	2,513.00	\$ 25.00	\$ 62,801.00	\$ 62,801.00	\$ -	\$ 62,801.00	\$ -	34.00	0
HCBS-RESPIRE IN-HOME-VOUCHER	Cost Share		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,471.00		
HCBS-SENIOR RECREATION-GROUP	CBS - HCBS State - 008AC1	62.00	\$ 311.07	\$ 19,276.47	\$ 19,276.47	\$ -	\$ 19,276.47	\$ -	350.00	690
HCBS-TRANSPORTATION-IND	CBS - HCBS State - 008AC1	5,406.00	\$ 16.61	\$ 89,793.66	\$ 89,793.66	\$ -	\$ 89,793.66	\$ -	130.00	5500
HCBS-TRANSPORTATION-IND	OAA Title III B - Supportive Services - 008AS1	24,850.00	\$ 16.61	\$ 412,757.23	\$ 412,757.23	\$ 41,275.72	\$ 371,481.51	\$ -	500.00	12647
HCBS-TRANSPORTATION-GROUP	OAA Title III B - Supportive Services - 008AS1	0.00	\$ 336.37	\$ -	\$ -	\$ -	\$ -	\$ -	350.00	375
HCBS-TRANSPORTATION-IND	Voluntary Client Contributions -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,661.00		
HCBS-TRANSPORTATION-IND	Cost Share		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,374.00		
COUNTY	County		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 936,664.00		
<b>Home Delivered Meals</b>	CBS - HCBS State - 008AC1	188.00	\$ 8.40	\$ 1,575.00	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -		
Home Delivered Emergency Meals	OAA Title III C2 - Home Delivered Meals - 008AS7	1,337.00	\$ 23.75	\$ 31,744.00	\$ 31,744.00	\$ 3,174.40	\$ 28,569.60	\$ -		
HCBS-TRANSPORTATION-IND	Income Tax Check Off	303.00	\$ 16.61	\$ 5,032.37	\$ 5,032.37	\$ -	\$ 5,032.37	\$ -		
<b>Total Awarded:</b>					<b>\$ 2,099,739.54</b>	<b>\$ 130,237.84</b>	<b>\$ 1,969,501.70</b>	<b>\$ 1,006,864.00</b>	<b>4,355.00</b>	<b>90,664.00</b>





## Public Safety

Randy Crider, Agency Director

Districts All

Item No. 21.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Randy Crider, Agency Director  
Cassie Mazloom, EMA Director  
Sharon Stanley, Agency Director  
Scott Barfield, Property Management Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize the use of funding received under the CARES (Coronavirus Aid, Relief, and Economic Security) Act, through the Coronavirus Relief Fund to construct a pole barn storage area, renovate current warehouse space, and purchase equipment and supplies to respond to a COVID-19 public health emergency.

### **BACKGROUND**

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). Through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak.

On April 24, 2020, Cobb County received funding from the federal Coronavirus Relief Fund as a local government eligible for emergency relief funding under the CARES Act. Cobb County Emergency Management Agency (EMA) would like to request CARES Act funds to renovate current county-owned warehouse space at the Fire Annex, located at 3200 Austell Road ("Fire Annex") and construct a pole barn adjacent to the Fire Annex on county property for storage of the strategic stockpile. This will allow the quick response to the COVID-19 public health emergency within Cobb County and its six municipalities. Software and technology will be utilized to track inventoried items provided for the county and city EMA operations with a ninety (90) day inventory of personal protective equipment and supplies to shelter up to 300 people.

This strategic plan will allow EMA to respond to two separate locations throughout the county or one large shelter area. The infrastructure will include construction of a pole barn storage area, renovated warehouse space, and security upgrades at the Fire Annex. The outdoor pole barn storage area will be utilized for the portable generators, portable lights, barricade and cargo trailers. The renovation of the warehouse space at the Fire Annex will provide a climate controlled area for medical, personal protective equipment, and emergency supplies. The security upgrades at the Fire Annex will include controlled access gates, additional lighting and security fencing.

The requested funding for the construction of the pole barn storage area and renovation of the current warehouse space is estimated at \$833,750.00. The funding needed for a stockpile of medical and emergency supplies, and personal protective equipment is estimated at \$1,336,260.31. The multiple trailers to mobilize equipment and supplies is estimated at \$215,072.40. The total project will not exceed \$2,385,082.71.

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available with the following budget transfer:

Decrease expenditure:	278-055-V9CT-8220	(Contingency)	\$2,385,082.71
Increase expenditure:	278-493-V9S1-8110	(Renovation)	\$ 833,750.00
Increase expenditure:	278-493-V9S1-8615	(Trailers)	\$ 215,072.40
Increase expenditure:	278-493-V9S1-6207	(Safety Supplies)	\$1,336,260.31

**RECOMMENDATION**

The Board of Commissioners authorize the use of federal funding through the Coronavirus Aid, Relief and Economic Security Act, in the amount not to exceed \$2,385,082.72, to construct a pole barn storage area, renovate warehouse space, and purchase equipment, and supplies to respond to a COVID-19 public health emergency; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. DPS EMABasicStockpileSupplies 6320

DPS-EMA: CARES Act - Stockpile Program

6/3/2020

ITEM	QTY	UNIT COST	TOTAL COST	Total with Contingency	NOTES
Facility Renovation	1	\$600,000.00	\$600,000.00	\$ 690,000.00	
Pole Barn - Trailer Storage	1	\$125,000.00	\$125,000.00	\$ 143,750.00	
<b>Storage Areas</b>				<b>\$ 833,750.00</b>	
Software/technology	1	\$750,000.00	\$750,000.00	\$ 862,500.00	
Safety glasses	500	\$1.99	\$995.00	\$ 1,144.25	
Glove-Nitrile-Small	100	\$15.02	\$1,502.00	\$ 1,727.30	100/box
Glove-Nitrile-Medium	300	\$15.02	\$4,506.00	\$ 5,181.90	100/box
Glove-Nitrile-Large	600	\$15.02	\$9,012.00	\$ 10,363.80	100/box
Glove-Nitrile-XLarge	600	\$15.02	\$9,012.00	\$ 10,363.80	100/box
Glove-Nitrile-XXLarge	120	\$15.02	\$1,802.40	\$ 2,072.76	50/box
N95 Mask-Small	30	\$20.00	\$600.00	\$ 690.00	20/box
N95 Mask-Medium	300	\$20.00	\$6,000.00	\$ 6,900.00	20/box
N95 Mask-Large	300	\$20.00	\$6,000.00	\$ 6,900.00	20/box
Surgical Masks	500	\$61.45	\$30,725.00	\$ 35,333.75	100/case
Gowns-Large	35	\$34.70	\$1,214.50	\$ 1,396.68	50/case
Gowns-XLarge	35	\$34.70	\$1,214.50	\$ 1,396.68	50/case
Coverall	70	\$229.57	\$16,069.90	\$ 18,480.39	25/case
Antiseptic Hand Rub 80%	120	\$35.19	\$4,222.80	\$ 4,856.22	24/case

Cots	300	\$70.00	\$21,000.00	\$ 24,150.00	Oversized military style
Cot Pads	300	\$40.00	\$12,000.00	\$ 13,800.00	Can be used as a mat on flat ground
Linen kits	300	\$24.00	\$7,200.00	\$ 8,280.00	Sheets, blanket, pillow, pillow case
Temporary Shelters	2	\$26,000.00	\$52,000.00	\$ 59,800.00	Insulated military style
Additional HVAC Units	2	\$17,000.00	\$34,000.00	\$ 39,100.00	Outdoor portable with duct capability
AirLight X1171 inflatable area light	2	\$1,200.00	\$2,400.00	\$ 2,760.00	\$40.00 per for shipping
Extension cords	20	\$150.00	\$3,000.00	\$ 3,450.00	HD Outdoor 100 foot
Multi-plug/junction box	5	\$50.00	\$250.00	\$ 287.50	HD surge protected
Coolers/ice chest	10	\$100.00	\$1,000.00	\$ 1,150.00	150 Qt Coleman
Folding tables	20	\$110.00	\$2,200.00	\$ 2,530.00	HD Resin
Folding chairs	120	\$30.00	\$3,600.00	\$ 4,140.00	HD metal
White boards	4	\$70.00	\$280.00	\$ 322.00	4' X 3'
Barricades	200	\$150.00	\$30,000.00	\$ 34,500.00	Orange
Anti-vehicle barrier kit	1	\$117,088.14	\$117,088.14	\$ 134,651.36	16 barriers in the kit (tow bar, cables, mover/hauler, and cables)
Type III traffic barricade	20	\$217.58	\$4,351.60	\$ 5,004.34	
Traffic cones/reflective orange	1000	\$12.90	\$12,901.20	\$ 14,836.38	
Portable generator and cables	1	\$2,751.80	\$2,751.80	\$ 3,164.57	

Clothing	300	\$30.00	\$9,000.00	\$ 10,350.00	Multiple sizes youth-adult
Personal hygiene kits	300	\$3.00	\$900.00	\$ 1,035.00	soap,deod, comb, shampoo, towel, shave gel, razor, toothbrush/paste
100 Person Shelter Hygiene kit	3	\$905.55	\$3,166.65	\$ 3,641.65	FEMA spec includes toiletries and shower shoes Shipping \$150.00
<b>Medical, Personal Protective Equipment and Emergency Supplies</b>				<b>\$ 1,336,260.31</b>	
Generator trailers	2	\$25,000.00	\$50,000.00	\$ 57,500.00	Can power HVAC for temporary shelters
Anti-vehicle barrier trailer	2	\$19,440.81	\$44,576.62	\$ 51,263.11	Delivery/Shipping is \$5,695.00
Trailer Light Towers w/generators	5	\$15,000.00	\$75,000.00	\$ 86,250.00	Can be used for any location needing lighting
Barricade trailers	2	\$3,400.00	\$6,800.00	\$ 7,820.00	Open Utility trailer
Enclosed cargo trailer	2	\$3,000.00	\$6,000.00	\$ 6,900.00	Enclosed and lockable
Trailer for cones	1	\$4,642.86	\$4,642.86	\$ 5,339.29	Designed to store/carry the above listed cones.
<b>Trailers</b>				<b>\$ 215,072.40</b>	
<b>TOTAL</b>			<b>\$2,073,984.97</b>	<b>\$2,385,082.71</b>	<b>Estimated costs, NOT from quotes</b>



## Fire and Emergency Services

Item No. 22.

Randy Crider, Agency Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Randy Crider, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve the donation of surplus fire protective equipment to the Carroll County Fire Department.

### **BACKGROUND**

Cobb County Fire & Emergency Services (CCFES) has in surplus inventory a number of Self-Contained Breathing Apparatus (SCBA) sets and associated equipment which have reached the end of their useful service life and are not compatible with the present CCFES system.

The Carroll County has expressed a need for this equipment, and desire to acquire these pieces as a donation. These items would be donated with no express nor implied warranty, as would be transferred to these agencies "as is". The equipment presently has no fair market value due to its age and was not intended for sale. No costs would be associated with this donation to CCFES nor the receiving agencies. The allocation of donation equipment is as follows:

35 SCBA Airpacks  
70 Air Bottles  
35 SCBA Facemasks  
2 Rapid Intervention (RIT) packs

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the donation of surplus fire protective equipment to the Carroll County Fire Department; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Community Development

Jessica Guinn, Agency Director

District 4

Item No. 23.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jessica Guinn, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve an Intergovernmental Agreement between the Cobb County Board of Commissioners and the South Cobb Redevelopment Authority regarding the use of excess funds from the Six Flags Special Services District for one year.

### **BACKGROUND**

On October 28, 2014, The Cobb County Board of Commissioners approved the creation of the Six Flags Special Services District, for the provision of local government services and facilities therein. The approval of the Six Flags Special Services District also levied an ad valorem tax, three and one-half (3.5) mils on real property within the district to fund, wholly or partially, services within the district and construction and maintenance of facilities.

Additionally, on September 8, 2015, the Board of Commissioners, in collaboration with the South Cobb Redevelopment Authority (SCRA), approved a \$10,000,000.00 redevelopment bond using the proceeds from the Six Flags Special Services District as the revenue source for repayment. One of the construction items included in the bond package was landscaping and beautification improvements to the I-20 interchanges. Before the Georgia Department of Transportation authorized construction of the landscape improvements on state right-of-way, maintenance agreements were required. Once those agreements were in place, the SCRA procured construction/installation services for the landscaping improvements. The construction/installation services contract included six (6) months of maintenance of the landscape material.

On October 10, 2017, the Board of Commissioners approved the original intergovernmental agreement with the SCRA regarding the use of special services district excess funds to pay for ongoing maintenance of the I-20 interchange improvements. The agreement was active for one year from the effective date, which was October 26, 2017. Installation of the landscape material was completed in August 2018, approximately two months prior to expiration of the intergovernmental agreement. Project completion occurred later than originally projected due to delays in obtaining required permits from the Georgia Department of Transportation (GDOT), as well as saturated soil caused by heavy rainfall. On January 22, 2019, the Board of Commissioners voted to approve the extension of the agreement for a term of one year in order to fund the ongoing maintenance of the



landscape material. The extended agreement has since expired.

In order to ensure continued funding for the maintenance of the installed landscape material and conformance to the terms of the permits with GDOT, the SCRA has requested that the intergovernmental agreement be extended for an additional one-year term. It is important to note that excess funds are revenues remaining in the special services district dedicated account after accounting for bond payments.

### **IMPACT STATEMENT**

It is estimated that the annual cost for the landscaping maintenance contract associated with the I-20 Interchange Improvements is approximately \$54,360.00.

### **FUNDING**

Funding for the remainder of FY20 is currently available within the Six Flags Special Services District Fund at the following location:

295-055-SFSD-6512 (Road Maintenance Contracts)

### **RECOMMENDATION**

The Board of Commissioners approve an Intergovernmental Agreement between the Cobb County Board of Commissioners and the South Cobb Redevelopment Authority authorizing the use of excess funds in the amount of \$54,360.00, from the Six Flags Special Services District to fund a landscape maintenance contract for one year; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

1. IGACobbExcessFunds2020

STATE OF GEORGIA  
COUNTY OF COBB

INTERGOVERNMENTAL AGREEMENT  
REGARDING PAYMENT OF I-20 INTERCHANGE LANDSCAPE MAINTENANCE

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (the "County"), and the SOUTH COBB REDEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia, (the "Authority").

RECITALS

WHEREAS, the County constitutes a political subdivision of the State of Georgia (the “State”) and is permitted by Article IX, Section III, Paragraph I (the “Intergovernmental Contracts Clause”) of the Constitution of the State of Georgia of 1983, as amended (the “Georgia Constitution”), to contract with any public agency, public corporation or public authority of the State for any period not exceeding fifty years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary the County is permitted to pay for such activities, series or facilities or to pay the cost of such services or to pay the costs of acquisition, design, construction, equipping, modernization or repairs of such facilities in accordance with the terms of any such contract and to pay the same from revenues derived from any source and, if necessary, to levy and collect ad valorem property taxes for such purpose:

WHEREAS, the County is empowered and authorized by Article IX, Section II, Paragraph III of the Georgia Constitution, among other Constitutional supplementary powers, to provide certain local government services, including, without limitation, fire and police protection, street and road construction and maintenance, parks, recreation areas and open spaces, parking facilities, and storm water and wastewater collection and disposal, and the related facilities and services facilitating the provision of those local government services, and accordingly as a corollary the County is authorized to levy and collect ad valorem property taxes for such purposes;

WHEREAS, on November 11, 2014, the County formed the Six Flags Area Special Services District (the “District”) in order to improve and facilitate the delivery of certain local government services within the boundaries of the District and thereby facilitate needed redevelopment in the District;

WHEREAS, the Authority is a public body corporate and politic created and existing under the laws of the State, and particularly under the South Cobb [Re]development Authority Act, Ga. L., 1982, p. 3772 et seq., as amended (the “Authority’s Act”);

WHEREAS, the Authority is empowered and authorized by the Authority’s Act, without

limitation, to make and execute contracts, agreements or other instruments necessary or convenient purchase, lease or otherwise and to hold, lease and dispose of real and personal property of every kind and character or any interest therein in furtherance of its public purposes; to finance (by loan, grant, lease, or otherwise), construct, demolish, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of its revenue bonds, notes, or other obligations of or any other of its funds, or from any contributions or loans by persons, corporations, partnerships (limited or general), or other entities, all of which it is authorized to receive and accept and use; to issue revenue bonds, notes or other obligations and to use the proceeds thereof for the purpose of paying or loaning the proceeds thereof to pay all or any part of the “cost of any project” (as defined in the Authority’s Act), including, without limitation, funds for the creation of a revolving loan fund, and otherwise to further or carry out its public purpose and to pay all of its costs incident to, or necessary and appropriate to, further or carry out its purpose; to contract for any period not exceeding fifty (50) years with the State, state institutions or any city or county of the State for use by the Authority of any facilities or services of such contracting party or for use by any such contracting party of any facilities or services of the Authority; for the purpose of providing funds to carry out the powers and duties of the Authority; as security for repayment of any of its revenue bonds, notes or other obligations, to pledge, mortgage, convey, assign, hypothecate or otherwise encumber any of its property (including, without limitation, real property, fixtures, personal property, revenues or other funds); to receive and use the proceeds of any tax levied by a county or municipal corporation to pay the costs of any project or for any other purpose for which it may use its own funds; and to promote the improvement and revitalization of the geographical area of the operations of the Authority set forth in the Authority’s Act (the “Development Area”) and to make, contract for or otherwise cause to be made long-range plans or proposals for the Development Area in cooperation with the County; all as provided more fully in the Authority’s Act;

WHEREAS, the boundaries of the District are located within the Development Area and within the boundaries of the County;

WHEREAS, the Authority and the County agree that the recently installed Six Flags/Riverside Parkway I-20 Interchange Landscape Improvements project within the District is a project that was approved pursuant to the Intergovernmental Agreement Regarding Redevelopment Projects and therefore was financed in whole or in part by the South Cobb Redevelopment Authority Revenue Bonds (Six Flags Area Special Services District Redevelopment Projects), Series 2015 in the original aggregate principal amount of \$10,000,000 (the “Series 2015 Bonds”), issued pursuant to the Authority’s Act and the State’s Revenue Bond Law, Official Code of Georgia Annotated 36-82-69 *et seq.*, as amended, and issued as taxable obligations with interest thereon to be included in the gross income of the owners thereof for federal income tax purposes;

WHEREAS, pursuant to that certain Intergovernmental Agreement Regarding Contract Payments, that portion of ad valorem property taxes collected within the District shall be allocated to the payment of the principal and interest when due on the Series 2015 Bonds on each interest payment date and each redemption date and if and to the extent approved by the County certain ongoing administrative costs and fees associated with the Series 2015 Bonds;

WHEREAS, the Authority and the County agree that the Six Flags/Riverside Parkway I-20 Interchange Landscape Improvements project is important to the redevelopment of the District and therefore agree that the ongoing maintenance of the Six Flags/Riverside Parkway I-20 Interchange

Landscape Improvements project within the District is to be financed in whole or in part through that remaining portion of ad valorem property taxes collected within the District following all payments necessary for the Series 2015 Bonds;

NOW, THEREFORE in furtherance of the mutual public purposes hereby sought to be achieved, the County and the Authority do hereby agree, as follows:

## **ARTICLE I**

**Section 1.1. Recitals.** The County and the Authority hereby agree that the foregoing recitals shall constitute a substantive part of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance

**Section 1.2. Representations of the County.** The County makes the following representations as the basis for the undertakings of its part herein contained:

(a) The County is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution, to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary the County is permitted to pay for such activities, services or facilities in accordance with the terms of any such contract and, if necessary, to levy and collect ad valorem property taxes for such purpose. In addition, the County is authorized by Article IX, Section II, Paragraph III of the Georgia Constitution to provide, among other things, certain local government services, including, without limitation, fire and police protection, street and road construction and maintenance, parks, recreation areas and open spaces, parking facilities, and storm water and wastewater collection and disposal, and the related facilities and services facilitating the provision of those local government services, and accordingly as a corollary the County is authorized to levy and collect ad valorem property taxes for such purposes.

(b) The County has the power to enter into this IGA Regarding Payment of I-20 Interchange Landscape Maintenance and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance.

**Section 1.3. Representations of the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic created and existing under the laws of the State, and particularly under the Authority's Act and is empowered under the Authority's Act, without limitation, to make and execute contracts, agreements, and other instruments necessary or convenient to exercise its powers or to further the public purposes for which it was created; to issue bonds, notes, or other obligations having a maturity not exceeding forty (40) years and use the proceeds thereof for the purpose of paying or loaning the proceeds thereof to pay all or any part of the cost of any "project" (as defined in the Authority's Act) and otherwise to further or carry out the public purpose of the Authority and to pay all costs of the Authority incident to, or necessary and appropriate to, furthering or carrying out such purpose; to acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character or any interest

therein in furtherance of the public purpose of the Authority; to finance (by loan, grant, lease, or otherwise), construct, demolish, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of its revenue bonds, notes, or other obligations of the Authority or any other funds of the Authority, or from any contributions or loans by persons, corporations, partnerships (limited or general), or other entities, all of which the Authority is authorized to receive and accept and use; and to appoint, select, and employ engineers, surveyors, architects, urban or city planners, developers, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses.

(b) Under the Authority's Act, the installation of the Six Flags/Riverside Parkway I-20 Interchange Landscape Improvements project within the District is a "project" and furthers the public purpose of the Authority's Act and the maintenance of same is a necessary component of the project.

(c) The Authority has the power to enter into this IGA Regarding Payment of I-20 Interchange Landscape Maintenance and perform all obligations contained herein, and has, by proper action, been duly authorized to execute, deliver and perform its obligations under this IGA.

(d) The Authority hereby warrants that it is not subject to any bylaw, agreement or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this IGA Regarding Payment of I-20 Interchange Landscape Maintenance.

## **ARTICLE II**

**Section 2.1. Term of Agreement.** The term of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance shall commence on the Effective Date and shall extend for a period of one year.

**Section 2.2. County's Payment Obligation.** The County agrees to pay or cause to be paid to or for the account of the Authority funds in an amount not to exceed \$54,360.00 to enable the Authority to pay ongoing maintenance costs of the Six Flags/Riverside Parkway I-20 Interchange Landscape Improvements project. The Authority agrees to first apply any available net operating revenues, project disposition proceeds or other available funds to pay or cause to be paid all costs of operating, maintaining and insuring the Six Flags/Riverside Parkway I-20 Interchange Landscape Improvements project.

**Section 2.3. Source of Funds for County's Payment Obligation.** The obligation of the County to make payments under this IGA Regarding Payment of I-20 Interchange Landscape Maintenance shall be payable SOLELY from the remaining portion of ad valorem property taxes collected within the District following all payments necessary for the Series 2015 Bonds.

**Section 2.4. Process to secure payment by the County.** As the monthly invoices are received by the Authority, the same shall be submitted for review to Community Development. Upon acceptance of the invoice, Community Development shall forward to the Finance Department for processing.

## **ARTICLE III**

**Section 3.1. Governing Law.** This IGA Regarding Payment of I-20 Interchange Landscape Maintenance and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

**Section 3.2. Jurisdiction.** This IGA Regarding Payment of I-20 Interchange Landscape Maintenance shall be construed and enforced in accordance with the Laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this IGA Regarding Payment of I-20 Interchange Landscape Maintenance, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

**Section 3.3. Entire Agreement.** This IGA Regarding Payment of I-20 Interchange Landscape Maintenance Funds expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

**Section 3.4. Severability.** If any provision of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance Funds shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA Regarding Payment of I-20 Interchange Landscape Maintenance shall not affect the remaining portions of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance.

**Section 3.5. Counterparts.** This IGA Regarding Payment of I-20 Interchange Landscape Maintenance may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**Section 3.6. Amendments in Writing.** No waiver, amendment, release, or modification of this IGA Regarding Payment of I-20 Interchange Landscape Maintenance shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the County and the Authority.

**Section 3.7. Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the parties hereto at the following addresses or such other address designated by such party in writing:

County: Cobb County, Georgia  
100 Cherokee Street  
Marietta, Georgia 30090-9610  
Attention [each a separate written notice]: (a) Finance Director,  
(b) County Manager and (c) County Attorney

Telephone: (a) 770-528-1505, (b) 770-528-2612, and  
(c) 770-528-4000  
Email: (a) William.volckmann@cobbcounty.org,  
(b) Jackie.McMorris@cobbcounty.org, and  
(c) H.William.Rowling@cobbcounty.org

Authority: South Cobb Redevelopment Authority  
c/o Cobb County Community Development Agency  
1150 Powder Springs Street, Suite 400  
Marietta, Georgia 30064  
Attention: Planning Division Manager  
Telephone: 770-528-2018  
Email: Jason.gaines@cobbcounty.org

WHEREFORE, the Authority and the County have read and understood the terms of this Intergovernmental Agreement Regarding Payment of I-20 Interchange Landscape Maintenance and do hereby agree to such terms by execution of their signatures below, all as of the Effective Date set forth above.

COBB COUNTY, GEORGIA

SOUTH COBB REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Michel H. Boyce  
Chairman, Board of Commissioners

By: \_\_\_\_\_  
Doug Stoner  
Chairman, South Cobb Redevelopment  
Authority

By: \_\_\_\_\_  
Pamela Mabry  
County Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary, South Cobb Redevelopment  
Authority



## Human Resources

Item No. 24.

Tony Hagler, Human Resources Director

Districts All

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Tony Hagler, Human Resources Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve a delay in the annual reduction of excess accrued annual leave and compensatory leave hours until the end of the last payroll of the fiscal year FY21.

### **BACKGROUND**

In September 2018, the Board of Commissioners approved the recommendation of the Compensation Committee to amend the Annual Leave and Compensatory Leave policies to change the annual purge of excess accrued hours to the end of the last payroll for each fiscal year. This change was to be effective at the end of September 2019.

On March 17, 2020, the Board of Commissioners approved a revision of the Inclement Weather Policy as Emergency Closure and Limited Operational Services (LOS) policy to accommodate new provisions for limited operations due to public health emergency with the County Manager having the authority to finalize the policy based on direction provided at the meeting. The County Manager implemented LOS on March 18, 2020. This policy provides full-time employees, other than those classified as key managerial, who report to work as normal with annual leave accrual equal to 50% of time worked during the first two pay periods of Limited Operational Services.

As the Limited Operational Services has been extended to end June 12, 2020, and County employees have had limited opportunity to use accrued leave during LOS, it is requested that the annual purge of excess leave as provided in the Annual and Compensatory Leave policies be delayed until the last payroll of FY21.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

No additional funding is necessary.



**RECOMMENDATION**

The Board of Commissioners authorize the Human Resources director to delay purge of excess accrued annual leave and compensatory leave hours until the end of the last payroll of FY21 in September 2021.

**ATTACHMENTS**

None



## Human Resources

Item No. 25.

Tony Hagler, Human Resources Director

Districts All

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Tony Hagler, Human Resources Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize the enhancement of the pre-employment background check process to include search of federal court records.

### **BACKGROUND**

Cobb County outsourced pre-employment services in 2015 to Info Mart Background Check screening, a Marietta, GA based firm. In 2019 services were renewed with InfoMart following issuance of Request for Proposals. Upon recommendation from InfoMart and the County Attorney's office it has been determined that we should expand background checks to include federal court checks to minimize any loopholes that may exist in the current process. This is to identify any potential pre-employment concerns that need to be reviewed.

### **IMPACT STATEMENT**

Background checks will increase by \$8.95 each, from \$14.95 per search to \$23.95 per search. No additional funding is required as the Human Resources FY20 budget can absorb the increase in costs.

### **FUNDING**

N/A

### **RECOMMENDATION**

To authorize the enhancement of the pre-employment background check process to include search of federal court records; and further authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

None



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 26.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** June 9, 2020

### **PURPOSE**

To approve all interfund transfers for claims and safety equipment purchases to allow Risk Management to reimburse the appropriate department.

### **BACKGROUND**

Risk Management handles all claims and assists departments in obtaining safety equipment. Each department is required to purchase replacement items for those damaged in a loss or to purchase needed safety equipment. Risk Management, in turn, must reimburse departments for these purchases so their budgets are not adversely affected.

### **IMPACT STATEMENT**

This is an administrative process by which the Board is requested to approve the transfer of funds in the current year Claims Fund (710) into various other funds and departments. This enables the recipient department to purchase replacement assets and pay expenses deemed eligible for reimbursement from Risk Management within their own budget.

These are not unusual or unexpected expenses but rather routine replacement costs of County liabilities budgeted within the Claims Fund and distributed to the appropriate department as necessary.

### **FUNDING**

See attached

### **RECOMMENDATION**

The Board of Commissioners approve all interfund transfers for claims and safety equipment purchases; and authorize Risk Management to reimburse the appropriate department.

### **ATTACHMENTS**

1. Interfund Transfers Risk Mgt Jun



**Risk Management Interfund Transfers**

Bite Suit	Police Department	Decrease Expenditure	710-055-8011-6318	\$2,392.50
		Increase Expenditure	710-055-8011-6594	\$2,392.50
		Increase Revenue	010-130-2100-4960	\$2,392.50
		Increase Expenditure	010-130-2100-6207	\$2,392.50
Total Loss - Concrete Mixer	DOT	Decrease Expenditure	710-055-8011-6441	\$ 2,495.00
		Increase Expenditure	710-055-8011-6594	\$ 2,495.00
		Increase Revenue	010-050-0781-4960	\$ 2,495.00
		Increase Expenditure	010-050-0781-6258	\$ 2,495.00



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 27.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** June 9, 2020

### **PURPOSE**

To authorize the transfer of funding within the CARES Fund to accommodate payment and processing of eligible expenditures related to County disaster relief and preparedness.

### **BACKGROUND**

On April 24, 2020, Cobb County Government received funding from the federal Coronavirus Relief Fund as a local government eligible for emergency relief funding under the CARES (Coronavirus Aid, Relief, and Economic Security) Act, signed into law on March 27, 2020.

Cobb County has been awarded funding in the amount of \$132,638,742.70 for eligible expenditures under the guidelines of the CARES Act.

In consideration of the varied and expansive needs arising from this unprecedented health and economic crisis, staff has established a department and unit to accommodate the allocation of funding and processing of pandemic related expenditures for County disaster relief and preparedness.

As of May 22, 2020, expenditures in this unit total \$1,095,874.15. These transactions include countywide expenditures to procure necessary, COVID-19 related equipment and supplies which includes, but are not limited to personal protective equipment such as masks and gloves, safety supplies such as hand sanitizer and disinfectants; and testing equipment such as thermal scanners.

It is requested that the Board approve the transfer of funding for these expenditures, and future expenditures of a similar nature, from the appropriated funding currently available in the County CARES Fund contingency to the Disaster Relief/County Preparedness unit within the CARES Fund.

This action does not supersede the standard approval process by which expenditures over \$50,000.00 must be approved by the Board of Commissioners.

**IMPACT STATEMENT**

All funds will remain in Fund 278. This action will allow the transfer between the Finance Department, County Contingency unit and the Department of Homeland Security, Disaster Relief Funds/County Preparedness unit, within this fund to align funding with expenditures in the appropriate accounting location for proper tracking and reporting purposes.

**FUNDING**

Decrease Expenditure:	278-055-V9CT-8820 (Contingency)	\$1,095,874.15
Increase Expenditure:	278-493-V9S1-Various*	\$1,095,874.15

\*Funding will be applied to object codes in which expenditures have already been incurred.

**RECOMMENDATION**

The Board of Commissioners authorize the transfer of funding within the CARES Fund to accommodate payment and processing of eligible expenditures within the appropriate departments and units, authorize the corresponding accounting and budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Finance

William Volckmann, Director/Comptroller

District All

Item No. 28.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** June 9, 2020

### **PURPOSE**

To adopt a Resolution authorizing the issuance and sale of \$65,000,000 (expected amount) in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2020" (the "2020 TANs").

### **BACKGROUND**

Cobb County (the "County") provides services to its citizens throughout its fiscal year, but does not collect property taxes to fund those services until after the close of its fiscal year. The billing and collection of taxes "in arrears", though in conformance with Georgia law, results in the depletion of the County's operating funds midway through the fiscal year. The County satisfies its need for operating funds by issuing TANs. Interest on the TANs historically has been tax-exempt which, coupled with their low risk and the County's superior credit rating, has historically made them attractive to investors. The practice of issuing TANs has been followed since the early 1980s and provides attractive borrowing rates to the County.

The Finance Director-Comptroller, acting with the assistance of the County's financial advisor and bond counsel, has undertaken customary steps necessary for the issuance of the 2020 TANs, including the preparation of a Resolution authorizing the issuance and sale of the 2020 TANs (the "TANs Resolution"), an Official Notice of Sale with respect to the 2020 TANs (the "Notice of Sale") and a Preliminary Official Statement with respect to the 2020 TANs (the "Preliminary Official Statement"), and is proposing to the Board of Commissioners (the "Board") certain terms for the sale of the 2020 TANs set forth in the TANs Resolution, including, without limitation, the aggregate principal amount and not-to-exceed interest rate of the 2020 TANs.

The Finance Director-Comptroller expects to conduct the competitive public bid for the 2020 TANs pursuant to the TANs Resolution, the Notice of Sale and the Preliminary Official Statement on or about June 16, 2020.

### **IMPACT STATEMENT**

N/A



## **FUNDING**

Interest earnings are included in Finance Department (General Fund) and Fire Fund budgets.

Interest expense is included in Finance Department (General Fund) and Fire Fund budgets.

Issuance costs have been budgeted in the Finance Department (General Fund) budget.

## **RECOMMENDATION**

That the Board of Commissioners approve the TANs Resolution pertaining to the issuance of the 2020 TANs which, among other matters, includes the following stipulations:

- Authorize the issuance and sale of the \$65,000,000 (expected amount) in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2020" and establishes the maturity date, payment terms and not-to-exceed interest rate of the 2020 TANs;
- Approve the Notice of Sale and the Preliminary Official Statement in substantially the form attached to the TANs Resolution;
- Delegate to the County Manager and/or the Finance Director/Comptroller and the Assistant Finance Director/Comptroller, each respectively, acting on behalf of the County, the authority to accept the lowest conforming bid for the purchase of the 2020 TANs from, and the award of the sale of the 2020 TANs to, the lowest responsive bidder; and
- Authorize the Chairman and certain other officers of the County to take all other necessary or appropriate actions and to execute all documents necessary or appropriate to accomplish the foregoing.

## **UNDER SEPARATE COVER**

TAN's Resolution

## **ATTACHMENTS**

None



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 29.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** June 9, 2020

### **PURPOSE**

To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### **BACKGROUND**

Georgia Law, O.C.G.A. §36-81-3(b), requires each unit of local government to operate under an annual balanced budget adopted by ordinance or resolution. Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting.

In an official opinion dated February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local governments must be adopted by ordinance at each meeting when the amendments are approved by the Board of Commissioners.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### **ATTACHMENTS**

1. 06092020 Resolution

COBB COUNTY BOARD OF COMMISSIONERS

RESOLUTION

ADOPTING ALL BUDGET AMENDMENTS  
SET FORTH IN AGENDA ITEMS ON THIS DATE

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

WHEREAS, Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting; and

WHEREAS, in official opinion date February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local government must be adopted by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED the Cobb County Board of Commissioners does hereby adopt all such budget amendments as are set forth in agenda items which are adopted by the Board of Commissioners without change this date, as well as other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissions this date.

This 9<sup>th</sup> of June 2020



## CDBG

Kimberly Roberts, Managing Director

Districts All

Item No. 30.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve an Amendment to the current Grant Administration Agreement with W. Frank Newton, Inc. for the provision of administrative services for Cobb County's CARES grant programs received from the U.S. Department of Housing and Urban Development (HUD) and other federal and state sources to extend the term of the Agreement and establish a fee schedule.

### **BACKGROUND**

On July 29, 2015, the Board of Commissioners approved a grant administration agreement with WFN for the period of October 1, 2015 to September 30, 2018 for the administration of HUD and other federal and state grant programs. The agreement also allows for two (2) additional one (1) year extensions. The period for October 1, 2019 to September 30, 2020 is the second year for extensions under the current Agreement. In March 2020, Cobb County received additional allocations of funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Increased administrative services will be provided for the following grant programs: Community Development Block Grant COVID19 (CDBG-CV), Emergency Solutions Grant COVID-19 (ESG-CV), Community Services Block Grant (CSBG) CARES, Justice Assistance Grant Coronavirus Emergency Supplemental Funding (JAG-CESF), Emergency Food and Shelter Program (EFSP) CARES. Administrative services for other grant programs may be added or deleted based on approval by the Board of Commissioners.

The current contract for October 1, 2019 to September 30, 2020 is \$989,842.00 in administrative charges. The proposed third amendment for June 1, 2020 – June 30, 2021 the current contract is \$500,000.00 in administrative charges.

The contract fees for the extended term are set forth below and are the fees proposed by WFN, Inc. Administrative fees for these programs are capped by federal regulation at the following amounts: maximum of 20% for CDBG, 10% for ESG, 10% for JAG, and 2% for EFSP.

The proposed amendment fees are as follows:

PY 2020 (June 1, 2020 - June 30, 2021) \$500,000.00

<u>GRANT</u>	<u>ALLOCATION</u>	<u>ADMIN AMOUNTS</u>	<u>WFN</u>	<u>% OF ADMIN</u>
<b>CDBG-CV</b>	\$2,150,898	\$430,179.60	\$290,000.00	13%
<b>ESG-CV</b>	\$988,062	\$98,806.20	\$70,000.00	7%
<b>JAG-CESF</b>	\$362,293	\$36,229.30	\$25,000.00	7%
<b>ESFP-CV</b>	\$375,818	\$7,516.36	\$5,000.00	1%
<b>CSBG-CV</b>	\$1,119,234	\$184,673.61	\$110,000	10%
<b>TOTALS</b>	<b>\$4,996,305</b>	<b>\$757,405.07</b>	<b>\$500,000.00</b>	

Notes:

For 2020 WFN proposes an overall contract increase in the amount of \$500,000.00

Proposed contract increases necessary to implement additional compliance measures for COVID-19 grants, hiring additional staff to effectively manage expenditure of funding increases, and monitoring.

The County will reserve the right to review and adjust administrative costs as appropriate.

### IMPACT STATEMENT

N/A

### FUNDING

The contract fees for administration of HUD and other federal and state grant programs are paid entirely with grant funds. No monies from the County's general fund are used. The addition or deletion of grant funds/programs received by the County may result in changes to contract fees to include the possible termination of the grant agreement in the event HUD grant funding is no longer provided. Funding for administrative fees will be included in each of the budgets for the various grant programs being administered.

### RECOMMENDATION

The Board of Commissioners approve an Amendment to the current Grant Administration Agreement with W. Frank Newton, Inc. for the provision of administrative services for HUD and other federal and state grant programs that will exercise the second one-year option period and extend the term of the Agreement through June 30, 2021; establish fees for scope of the extended term; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

### ATTACHMENTS

1. Memo. re.WFN 2020 Cobb Contract AmendmentCOVID19
2. CDGB Fourth Amendment-



**MEMORANDUM**

TO: William Volkmann, Finance Director / Comptroller, Cobb County Government

FROM: Kimberly Roberts, Managing Director, Cobb County CDBG Program Office *Kimberly Roberts*

SUBJECT: WFN Contract Amendment Rates for the Administration of the Federal COVID-19 Grant Programs

DATE: May 21, 2020

Cc: Nick Autorina, President, WFN Consulting  
 Cathleen Franklin, Grants Development Specialist, General Accounting, Cobb County Finance Department  
 Rabihah Walker, Deputy Director, Cobb County CDBG Program Office

Please see below WFN’s proposed Contract Amendment for the 2020 Cobb County Contract as a result of the additional Cares Act funding allocated to the County for the grant programs managed by WFN through the Cobb County CDBG Program Office with relevant notes below:

GRANT	ALLOCATION	ADMIN AMOUNTS	WFN	% of Admin
<b>CDBG-CV</b>	\$2,150,898	\$430,179.60	\$290,000.00	13%
<b>ESG-CV</b>	\$988,062	\$98,806.20	\$70,000.00	7%
<b>JAG-CESF</b>	\$362,293	\$36,229.30	\$25,000.00	7%
<b>ESFP-CV</b>	\$375,818	\$7,516.36	\$5,000.00	1%
<b>CSBG-CV</b>	\$1,119,234	\$184,673.61	\$110,000.00	10%
<b>TOTALS</b>	<b>\$4,996,305</b>	<b>\$757,405.07</b>	<b>\$500,000.00</b>	

Below is a contact analysis of WFN’s current contract and the proposed increase:

Program	2020 Program Year Contract	2020 Program Year Amendment (12 months)
<b>CDBG</b>	\$753,342	\$290,000.00
<b>ESG</b>	\$18,540	\$70,000.00
<b>CSBG</b>	\$66,500	\$25,000.00
<b>JAG</b>	\$9,760	\$5,000.00
<b>EFSP</b>	\$6,700	\$110,000.00
<b>TOTAL</b>	<b>\$989,842</b>	<b>\$500,000.00</b>

Notes:

**For 2020 WFN proposes an overall contract increase in the amount of \$500,000.00.**

Proposed contract increases necessary to implement additional compliance measures for COVID-19 grants, hiring additional staff to effectively manage expenditure of funding increases, and monitoring.

STATE OF GEORGIA

COUNTY OF COBB

FOURTH AMENDMENT TO THE GRANT ADMINISTRATION AGREEMENT

This Fourth Amendment to the Grant Administrative Agreement ("Amendment") is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County") and W. FRANK NEWTON, INC. ("WFN"), a corporation authorized to do business in the State of Georgia, hereinafter sometimes referred to individually as a "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, County and WFN entered into a Grant Administration Agreement (the "Agreement"), effective October 1, 2015, and with a current expiration date of September 30, 2020, whereby WFN would provide administrative services for United States Department of Housing and Urban Development (HUD) grants and other federal and state grants; and

WHEREAS, the Agreement contemplates that WFN may be requested to provide administrative services for other grant programs not identified in the Agreement which such change or addition of service, as mutually agreed upon, shall be incorporated into the Agreement by means of a written amendment executed by both Parties; and

WHEREAS, in an effort to aid those directly affected by COVID-19, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act which was signed into law by President Trump on March 27, 2020; and

WHEREAS, the CARES Act allocated funding to Cobb County in the amount of \$4,996,305.00 (the "COVID-19 Funding") for distribution through various grant programs managed by WFN through the Cobb County CDBG Program Office; and

WHEREAS, County desires WFN to render complete professional administrative services for the COVID-19 Funding; and

WHEREAS, WFN desires to render such professional administrative services in connection with the COVID-19 Funding.

WHEREAS, County and WFN desire to amend the Agreement on the conditions as set forth in this Amendment.

NOW THEREFORE, for and in consideration of the obligations and benefits flowing from and to each party, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.

Section 3 shall be amended by adding a new paragraph following the existing second paragraph, as amended by the Third Amendment to the Grant Administration Agreement, which reads as follows:

Solely for the COVID-19 Funding, the term of this Agreement shall be extended up to and through June 30, 2021 to allow for the complete administration of the COVID-19 Funding, unless terminated earlier pursuant to the provisions of the Agreement. It is understood that this will extend beyond the existing Agreement term and any administration during the period of October 1, 2020 through June 30, 2021 shall be related only to the COVID-19 Funding, with the exception of the COVIC-19 Donation administration which shall end on December 30, 2020.

2.

Exhibit 1, Fixed Price Compensation and Method of Payment, shall be amended by the addition of the Memorandum attached to the Amendment, dated May 21, 2020.

3.

All other provisions or terms of the Agreement shall remain in full force and effect except as specifically modified herein. Should there be a conflict between a provision or term contained in this Amendment and a provision or term contained in the Agreement, the provision in this Amendment shall control.

4.

This Amendment may be executed in counterparts and each counterpart shall constitute an original and taken together shall constitute but one document.

The Parties, by execution of their signatures below, affirm their understanding of and their express consent with the terms of this Amendment.

IN WITNESS WHEREOF, the County hereby executes this extension the \_\_\_\_ day of June, 2020.

W. FRANK NEWTON, INC.

COBB COUNTY, GEORGIA

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By. Michael H. Boyce  
Title: Chairman, Cobb County Board  
Of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk's Office





## **CDBG**

Kimberly Roberts, Managing Director

Districts All

**Item No. 31.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** June 9, 2020

### **PURPOSE**

To authorize the acceptance of Federal Fiscal Year 2021 Community Services Block Grant funds provided by the Georgia Department of Human Services and allocate grant funds.

### **BACKGROUND**

On Thursday, April 30, 2020, the Cobb County CDBG Program Office received written notification of Cobb County's Federal Fiscal Year (FFY) 2021 Community Services Block Grant (CSBG) Program award totaling \$797,502.00 from the Georgia Department of Human Services (DHS). The FFY 2021 CSBG award was increased by 2.86% (\$22,218.00) from FFY2020 funding. The FFY2021 CSBG program year begins October 1, 2020 and ends September 30, 2021.

The CDBG Program Office conducted a CSBG application workshops on October 3, 2019 to educate organizations about the requirements of this grant program and to provide technical assistance with completing applications for funding. The FFY 2021 CSBG application cycle commenced on Tuesday, October 1, 2019 and concluded Friday, November 1, 2019. Applications were accepted from local non-profits and governmental departments to be evaluated for potential funding by the Applications Review Committee. A total of 19 applications were received from non-profit organizations and one Cobb County department.

The applications were reviewed by an Applications Review Committee. Each application was rated and ranked based on the following criteria: 1) thoroughness of the grant application; 2) organization's prior grant expenditure history; and 3) the organization's staff and financial capacity. Based on the ranking of the applications, the funding recommendations have been distributed to provide social services in the following areas: employment and training services, GED and literacy programs, health services, family and youth development, and housing and shelter for homeless families and individuals, including disabled veterans. The recommended allocations were subsequently approved by the County's CSBG Tripartite Board on Wednesday May 13, 2020. The proposed funding is listed in Attachment A.

A 5-day Public Comment period commenced Monday, May 18, 2020 and concluded Monday, May 25, 2020. The FFY2021 CSBG allocation was reviewed at a Public Review Meeting on Wednesday, May 20, 2020. No

public comments were received.

### **IMPACT STATEMENT**

The Georgia Department of Human Services provides 100 percent of the funding for eligible CSBG projects. The County is not required to provide a match from the County General Fund. Local non-profit agencies supplement CSBG funds with other resources and are notified that there is no guarantee of future CSBG funding.

### **FUNDING**

The budget appropriations shown in Attachment A will account for the receipt and expenditure of \$797,502.00 in FFY2021 CSBG funds.

### **RECOMMENDATION**

The Board of Commissioners authorize acceptance of Federal Fiscal Year 2021 Community Services Block Grant funds provided by the Georgia Department of Human Services; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

1. Attachment A - FFY2021 CSBG Allocations

**ATTACHMENT A**

**FFY2021 Community Services Block Grant Allocation Recommendations**

<b>Organization/ Program Description</b>	<b>FFY2021 Recommendations</b>	<b>Fund</b>	<b>Dept</b>	<b>Unit</b>	<b>Revenue</b>	<b>Object</b>
<b>Education</b>						
The Center for Children and Young Adults, Inc. - GED Home School Literacy Program	\$ 50,000.00	220	310	C21T	4457	6574
Tommy Nobis Center- Tommy Nobis Center's Vocational Skills Training & Support for Persons with Disabilities	\$ 15,000.00	220	310	C21G	4457	6574
Youth Empowerment Through Learning, Leading & Servicing, Inc. - Afterschool Program and Community Action Café Teen Program	\$ 40,000.00	220	310	C21S	4457	6574
<b>Housing</b>						
The Center of Family Resources, Inc. - Housing Services for Homeless Families	\$ 20,000.00	220	310	C21B	4457	6574
The Extension, Inc. - Shelter Residential Recovery Program for Homeless Men	\$ 95,100.00	220	310	C21M	4457	6574
MUST Ministries, Inc. - Elizabeth Inn Emergency Shelter Program	\$ 60,000.00	220	310	C21L	4457	6574
Turner Hill Community Development Corporation - Harmony House Program	\$ 35,000.00	220	310	C21P	4457	6574
Zion Keepers, Inc. - Project Hope Transitional Housing Rent/Utility Assistance for Homeless Veterans	\$ 70,000.00	220	310	C21R	4457	6574
Right In The Community - Housing Needs for Low Income Developmentally Disabled Adults	\$ 10,000.00	220	310	C21J	4457	6574
HOPE Atlanta - Homeless Prevention and Rapid Rehousing Program	\$ 25,402.00	220	310	C21O	4457	6574
<b>Employment</b>						
CobbWorks- Comprehensive Adult Literacy Program	\$ 60,000.00	220	310	C21D	4457	6574
Georgia Community Support & Solutions - Job Training, Placement and Support for Adults with Intellectual/Developmental Disabilities	\$ 10,000.00	220	310	C21N	4457	6574
<b>Income</b>						
Family Promise of Cobb County - Rotational Shelter Program	\$ 12,000.00	220	310	C21U	4457	6574
<b>Mental Health</b>						
Ser Familia, Inc. - Self-Sufficiency for Latino Families	\$ 20,000.00	220	310	C21H	4457	6574
Devereux Foundation - Building Life Skills through Therapeutic Interventions for Cobb Youth with Severe Trauma	\$ 10,000.00	220	310	C21K	4457	
<b>Multiple Domain</b>						
Cobb County Senior Services - CSS Emergency Assistance Program	\$ 50,000.00	220	310	C21E	4457	6594
liveSAFE Resources, Inc. - Domestic Violence Services for Self-Sufficiency	\$ 35,000.00	220	310	C21Q	4457	6574
Zion Baptist Church of Marietta - Community Assistance Program of Services	\$ 40,000.00	220	310	C21Z	4457	6574
<b>Administration</b>						
Program Administration (WFN Consulting Inc)	\$ 70,000.00	220	310	C21A	4457	6312
Administrative Services (Cobb County Indirect Cost)	\$ 22,000.00	220	310	C21A	4457	6581
Audit	\$ 10,000.00	220	310	C21A	4457	6302
Administration Support	\$ 12,000.00	220	310	C21A	4457	6572
Database Management & Software Training	\$ 26,000.00	220	310	C21A	4457	6262
<b>TOTAL</b>	<b>\$ 797,502.00</b>					



## **CDBG**

Kimberly Roberts, Managing Director

Districts All

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**Item No. 32.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** June 9, 2020

### **PURPOSE**

To amend Program Years 2018 and 2019 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program and Emergency Solutions Grant funds.

### **BACKGROUND**

A total of \$494,605.64 in unexpended Community Development Block Grant (CDBG) funds from various subrecipient projects (Cobbworks: \$341,682.29, Zion Baptist Church: \$2,259.57, Cobb County Facility Renovations - 324 Victory Drive Facility Renovations: \$698.78 and Sheltering Arms: \$44,965.00) in Program Years (PY) 2018 and 2019 is available for reallocation and includes \$55,000.00 in program income funds previously allocated to the Cobb County Façade Program and \$50,000.00 previously allocated for an undetermined economic development activity.

A total of \$15,000.00 in unexpended Emergency Solutions Grant (ESG) funds is available for reallocation because the funds were forfeited by the subrecipient organization, Ser Familia.

In order to expend the remaining CDBG Program funds in a timely manner, the CDBG Program Office accepted applications for reallocated funding during the PY2020 Application Cycle. Applications were received from local non-profits and evaluated for potential funding. Each application was rated and ranked based on the following criteria: 1) thoroughness of the grant application; 2) organization's prior grant expenditure history; and 3) the organization's staff and financial capacity.

As a result, the following organizations are recommended for reallocated funding:

**CDBG**

1. Cobb County Property Management - ADA Facility Renovations:	\$150,000.00
2. Must Ministries - Facility Acquisition:	\$150,000.00
3. City of Acworth - Facility Renovations:	\$150,000.00
4. Tommy Nobis Center – Facility Renovations:	\$ 44,605.64
Total Reallocation:	\$494,605.64

**ESG**

Zion Keepers - Homeless Prevention:	\$15,000.00
Total Renovations	\$15,000.00

All citizen participation activities were carried out in compliance with HUD requirements. A Public Notice was published on Wednesday, May 13, 2020, commencing a 5-day public comment period that concluded on Monday, May 18, 2020. This amendment was reviewed at a Virtual Public Review Meeting on Monday, May 18, 2020. No public comments were received.

**IMPACT STATEMENT**

CDBG Program funds have been provided to Cobb County by HUD and the reallocation of these funds is permissible under HUD guidelines. All citizen participation requirements have been met via public notice and Public Review Meeting. There will be no impact to the General Fund.

**FUNDING**

The budget appropriation shown in Attachment A account for the transfer of unexpended CDBG and ESG funds to other eligible activities.

**RECOMMENDATION**

The Board of Commissioners amend Program Years 2018 and 2019 Annual Action Plans for the reallocation of unexpended Community Development Block program and Emergency Solutions Grant funds; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Attachment A - CDBG.ESG Program Reallocation

**Attachment A - CDBG Program Reallocations**

<b>CDBG</b>			
<b>Transfer Type</b>	<b>Budget Line</b>	<b>Organization/ Project Description</b>	<b>Amount</b>
Transfer from :	285-390-CD19-C19CW-F-6574	Cobb Works - Acquisition - Workforce Facility	\$ 250,000.00
Transfer to:	285-390-CD19-C19CG-F-6574	Cobb County Property Management ADA - Facility Renovations	\$ 150,000.00
Transfer to:	285-390-CD19-C19C1-F-6574	City of Acworth - Durr Field Park Improvements	\$ 100,000.00
Transfer from:	285-390-CD19-C19SE-F-6574	Sheltering Arms Early Education & Family Centers - Cobb Center Facility Renovations	\$ 44,965.00
Transfer to:	285-390-CD19-C19CN-F-6574	Tommy Nobis Center - Facility Renovations	\$ 44,605.64
Transfer to:	285-390-CD19-C19CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 359.36
Transfer from:	285-390-CD19-C19ED-A-6574	Cobb County Economic Development Activities	\$ 50,000.00
Transfer to:	285-390-CD19-C19C1-F-6574	City of Acworth - Durr Field Park Improvements	\$ 50,000.00
Transfer from:	285-390-CD18-C18CW-F-6574	Cobb Works - Acquisition - Workforce Facility	\$ 91,682.29
Transfer to:	285-390-CD18-C18CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 91,682.29
Transfer from:	285-390-PI18-PI18FP-F-6574	Cobb County Facade Improvement Program	\$ 55,000.00
Transfer to:	285-390-PI18-PI18CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 55,000.00
Transfer from:	285-390-CD18-C18ZB-F-6574	Zion Baptist Church - Facility Renovations - Forest Avenue & 397 Roosevelt Circle	\$ 1,738.33
Transfer to:	285-390-CD18-C18CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 1,738.33
Transfer from:	285-390-CD18-C18ZB-P-6574	Zion Baptist Church - Salary/Operating Costs - Counseling Services (Roosevelt Circle)	\$ 521.24
Transfer to:	285-390-CD18-C18CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 521.24
Transfer from:	285-390-CD18-C18VF-F-6574	Cobb County Facility Renovations - 324 Victory Drive Facility Renovations	\$ 698.78
Transfer to:	285-390-CD18-CD18CJ- F-6574	MUST Ministries - Acquisition of Public Facility - Shelter Facility	\$ 698.78
		<b>Total</b>	<b>\$ 494,605.64</b>
<b>ESG</b>			
<b>Transfer Type</b>	<b>Budget Line</b>	<b>Organization/ Project Description</b>	<b>Amount</b>
Transfer from:	285-390-ES19-E19SF-H-6574	Ser Familia, Inc. - Homelessness Prevention	\$ 15,000.00
Transfer to:	285-390-ES19-E19ZK-H-6574	Zion Keepers - Rapid Re-Housing for Veterans	\$ 15,000.00
		<b>Total</b>	<b>\$ 15,000.00</b>



## **CDBG**

Kimberly Roberts, Managing Director

Districts All

**Item No. 33.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** June 9, 2020

### **PURPOSE**

To allocate emergency funding to qualified applicants to support the critical and growing need for food procurement, storage, and distribution being provided by organizations within the community.

### **BACKGROUND**

On May 12, 2020, the Board of Commissioners authorized a fund balance appropriation in the amount of \$1,000,000.00 to support the need for food procurement, storage, and distribution. Proposals were accepted from May 13, 2020 through May 20, 2020 a wide range of non-profit organizations to supplement and expand ongoing efforts in response to the COVID-19.

A total of 33 applications were received from local nonprofits requesting a total of \$1,650,328.40. Applications were evaluated for potential funding and all qualified applicants (meeting the criteria previously established by the Board) have been recommended for funding. The requested amount for each organization is not fully funded because the total applications exceeded the approved COVID-19 Donation of \$1,000,000.00.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

Funding has already been appropriated in the following CARES Fund budget line: 278-493-V9S2-6574.

### **RECOMMENDATION**

The Board of Commissioners allocate emergency funding to qualified applicants in the previously approved amount of \$1,000,000.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

1. Attachment A - Cobb County Emergency Food Program





## ATTACHMENT A

### Cobb County Emergency Food Program Allocations

Organization/ Program Description	Funding Recommendation
McEachern Memorial UMC Food Pantry/Feed the Lambs	\$ 33,577.30
Loving Arms Cancer Outreach	\$ 65,000.00
St. Vincent de Paul of Georgia	\$ 55,000.00
Powder Springs First United Methodist Church	\$ 18,000.00
HOPE Family Resource Center Inc	\$ 5,000.00
Cumberland Community Church	\$ 45,000.00
Cobb Schools Foundation	\$ 50,000.00
Food Security for America, Inc.	\$ 7,540.50
Cobb & Douglas Health Foundation	\$ 12,500.00
Blue Thanksgiving, Inc	\$ 1,750.00
Kennesaw State University Foundation, Inc.	\$ 2,000.00
The Marietta Schools Foundation, Inc.	\$ 37,830.50
MUST Ministries, Inc	\$ 60,000.00
Devereux Georgia	\$ 78,078.00
South Cobb Council of PTA	\$ 2,755.39
Mars Hill Presbyterian Church	\$ 1,000.00
Kidz2Leaders	\$ 5,000.00
Sheltering Arms Early Education and Family Centers	\$ 10,000.00
The Center for Children & Young Adults	\$ 5,580.00
Sweetwater Mission Inc	\$ 90,000.00
C3 Ministries Inc	\$ 5,000.00
Noonday Baptist Association Inc.	\$ 61,738.32
The Salvation Army Cobb/Douglas Corps	\$ 75,000.00
The YMCA of Metro Atlanta	\$ 70,000.00
Ser Familia, Inc.	\$ 50,000.00
Providence Community Baptist Church	\$ 8,800.00
The Davis Direction Foundation, Inc.	\$ 12,500.00
Family Life Restoration Center, Inc.	\$ 17,500.00
Acworth United Methodist Church	\$ 6,000.00
The Extension	\$ 8,350.00
Zion Keepers Inc	\$ 60,000.00
Reflections of Trinity	\$ 37,500.00
Sting, Inc.	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 1,000,000.00</b>



**CobbWorks, Inc.**  
Sonya Grant, Managing Director  
Districts All

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**Item No. 34.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** Sonya Grant, Managing Director  
**DATE:** June 9, 2020

**PURPOSE**

To authorize the acceptance of a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc., to provide education, training, and employment services for adults.

**BACKGROUND**

Cobb County has been awarded a FY2020 Adult Program grant of \$650,000.00 for the provision of adult education, training, and employment services by CobbWorks, Inc., This grant will serve approximately 75 participants.

The grant period is from April 13, 2020 through March 31, 2022. The grant number is COVID-19-20-03-004, the CFDA# is 17.277 and the FAIN# is DW-34654-20-60-A-13.

**IMPACT STATEMENT**

All expenditures will be paid with grant funds. No local match from the County is required. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

**FUNDING**

Funding for this Workforce Innovation and Opportunity Act grant will be appropriated in the WIOA Fund as follows:

Increase Revenue:

276-120-WF21-COV19-A-4430 (Federal Grant Revenue)	\$650,000.00
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Increase Expenditures:

276-120-WF21-COV19-A-6312 (Dislocated Worker NEG Grant - Admin)	\$ 65,000.00
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276-120-WF21-COV19-P-6395 (Dislocated Worker NEG Grant - Program)	<u>\$585,000.00</u>
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Total Grant: (See Attachment Details)	\$650,000.00
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**RECOMMENDATION**

The Board of Commissioners authorize the acceptance of a Dislocated Worker NEG Program grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of \$650,000.00, to provide training and employment services for adult; authorize corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Area 04 COVID FY20
2. FY2020 COVID Dislocated Worker NEG Budget

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**STATEMENT OF GRANT AWARD**

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

REGION: 03

GRANT NO: COVID-19-20-03-004

FAIN: DW-34654-20-60-A-13

GRANT PERIOD:

FROM: 04/13/2020

THRU: 03/31/2022

**TOTAL FUNDS: \$ 650,000**

**Admin not to exceed: \$ 65,000**

GRANT YEAR: FY 20

PROGAM TITLE/TYPE: I

DISLOCATED WORKER NEG

CFDA NO: 17.277

This award is hereby made, in the amount and for the period shown above, from a grant under the CARES ACT, as amended, to the above mentioned recipient.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

\_\_\_\_\_  
Technical College System of Georgia  
Executive Director, Office of Workforce Development

\_\_\_\_\_  
Date Executed

I, \_\_\_\_\_ (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Title (typed)

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**LIABILITY WAIVER**

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RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

SUBGRANT NO: COVID-19-20-03-004

SUBGRANT PERIOD:

FROM: 04/13/2020

THRU: 03/31/2022

PROGRAM TITLE/TYPE: I Dislocated Worker COVID Program

DATE OF AWARD: 04/13/2020

EIN:

DUNS:

Approved Indirect Cost Rate:

Fiscal Agent Risk Level: Medium

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THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

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Date of Acceptance

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Authorized Signature

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Title (typed)

**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

SCOPE OF WORK

To be used for disaster relief employment activities as outlined in the COVID emergency grant application submitted by TCSG OWD to USDOL.

**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF ASSURANCES**

**Nondiscrimination and Equal Opportunity Requirements of WIOA**

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I—financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

(WIOA/7/2000)

**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(WIOA 7/2000)



**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions**

**Instructions for Certification**

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

(WIOA 7/2000)

**Technical College System of Georgia, Office of Workforce Development**  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**CERTIFICATION FOR LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(WIOA 7/2000)

**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF ASSURANCES**

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$5,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. **Acorn Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
  
13. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
  
14. **Executive Order 12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.  
  
**Executive Order 13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.  
  
**Executive Order 13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.  
  
**Executive Order 13513:** Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
  
15. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
  
16. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
  
17. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
  
18. **Hotel-Motel fire safety:** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the

Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

19. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”  
(<http://wdr.doleta.gov/directives/attach/TEGL/tegl19-11a9.pdf>)

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Date of Acceptance

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Authorized Signature

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TITLE (Typed)

**Technical College System of Georgia, Office of Workforce Development**

**SPECIAL CONDITIONS**

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Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

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**Technical College System of Georgia, Office of Workforce Development**

**The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)**

**INFORMATION SHEET**

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

**Subcontracting/Sub-subcontracting**

If you are not subcontracting at this time, please indicate by writing “N/A,” initialing and dating each of the Subcontractor Affidavit and Agreements. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia – Office of Workforce Development, you must complete the Subcontractor Affidavit and Agreement and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

**Independent Contractors**

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver’s License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver’s license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011**

**Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)**

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Technical College System of Georgia, Office of Workforce Development** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Name of Grant Award

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011  
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

OMB Approval No. 0348-0040

## ASSURANCES -- NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;  
  
(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		Date SUBMITTED

Standard Form 424B (Rev. 7-97) Back

<b>EMPLOYMENT AND TRAINING ADMINISTRATION</b> <b>ADVISORY SYSTEM</b> <b>U.S. DEPARTMENT OF LABOR</b> <b>Washington, D.C. 20210</b>	<b>CLASSIFICATION</b> Reporting/Subaward/Executive Compensation
	<b>CORRESPONDENCE SYMBOL</b> OFAM/OGCM
	<b>DATE</b> November 15, 2010

**ADVISORY:** TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10

**TO:** STATE WORKFORCE AGENCIES  
STATE WORKFORCE LIAISONS  
ALL STATE AND LOCAL WORKFORCE BOARDS  
ALL DIRECT ETA GRANT RECIPIENTS

**FROM:** JANE OATES /s/  
Assistant Secretary

**SUBJECT:** Sub-award and Executive Compensation Data Reporting Requirements  
Under the Federal Funding Accountability and Transparency Act (FFATA)

**1. Purpose.** To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

**2. References.**

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: [http://www.whitehouse.gov/sites/default/files/omb/assets/open\\_gov/OpenGovernmentDirective\\_04062010.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf)
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting [http://www.whitehouse.gov/sites/default/files/omb/open/Executive\\_Compensation\\_Reporting\\_08272010.pdf](http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reporting_08272010.pdf)
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

**3. Background.** The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans,

cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on [www.USASpending.gov](http://www.USASpending.gov).

#### **4. Requirements.**

##### **A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements**

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

**For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.**

##### **B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?**

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
  - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
  - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.

### **C. Systems Registrations Required by the FFATA**

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Dun and Bradstreet, Data Universal Numbering System (DUNS)
- Central Contractor Registration System (CCR)

Instructions on registration with DUNS and CCR were provided in TEGL 29-08. Instructions for registering with FSRS are available on <https://www.fsr.gov/>.

### **D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements**

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
  - Transfers of title between Federal agencies of Federally owned property;
  - Federal inter-agency transfers of award funds;
  - Cooperative Research and Development Agreements (CRDA)
  - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
  - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
  - Federal awards, if the required reporting would disclose classified information.

### **E. Webinar – Sub-award and Executive Compensation Reporting**

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

### **F. Questions**

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). ETA grantees with questions about FFATA reporting should submit inquiries to [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). Replies will come from the same mailbox address as soon as answers are available.

**5. Action Requested.** All affected grantees must report in accordance with OMB established guidelines and timeframes.

**6. Inquiries.** Questions concerning this advisory should be directed to your appropriate Regional Office.

In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

**FAIN: DW-34654-20-60-A-13**

1. Subawardee DUNS Number \_\_\_\_\_

2. Subawardee Name \_\_\_\_\_

3. Subawardee DBA Name \_\_\_\_\_

4. Subawardee Address \_\_\_\_\_

5. If DBA, Subawardee Parent DUNS Number \_\_\_\_\_

6. Amount of Subaward \_\_\_\_\_

7. Subaward Obligation / Action Date \_\_\_\_\_

8. CFDA Program Number and Program Title \_\_\_\_\_

9. Federal Agency Name \_\_\_\_\_

10. Subaward Project Description \_\_\_\_\_

11. Subaward Principle Place of Project Performance \_\_\_\_\_

12. Subaward Number \_\_\_\_\_

13. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 14. If No, questionnaire is complete.

14. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 15. If No, questionnaire is complete.

15. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, continue to question 16. If Yes, questionnaire is complete.

16. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_



**Dislocated Worker NEG**

Grant Period = 04/13/20-03/31/22

Grant Number: COVID-19-20-03-004

FAIN: DW-34654-20-60-A-13

	Adult		Total	
	Program	Admin		
<b>REVENUE</b>				
	<b>\$ 650,000</b>	<b>\$ 585,000</b>	<b>\$ 65,000</b>	<b>\$ 650,000</b>
TOTAL REVENUE	\$ 650,000	\$ 585,000	\$ 65,000	\$ 650,000
<b>EXPENDITURES</b>				
6112 Copy Machine Supplies	-	-	-	-
6116 General Office Supplies	-	-	-	-
6122 Computer Supplies	-	-	-	-
6174 Janitorial Supplies	-	-	-	-
6192 Radio, TV, Comm. Equip. Supplies	-	-	-	-
6252 Small Appliances and Kitchenware	-	-	-	-
6258 Accountable Equipment	-	-	-	-
6262 Computer Software - Non Capital	-	-	-	-
6302 Accounting and Auditing	-	-	-	-
6312 Consultant Services (Staff)	129,198	64,198	65,000	129,198
6326 Professional Services (Consnt/Contr Svc)				-
Contract Services	-	-	-	-
6348 Computer Charges	-	-	-	-
6382 Postage	-	-	-	-
6383 Telephone Equipment	-	-	-	-
6384 Telephone and Telegraph	-	-	-	-
6394 Registration Fee	-	-	-	-
6395 Training - WIA Expense	520,802	520,802	-	520,802
6396 Mileage Reimbursement - Training	-	-	-	-
6400 Travel Expense - Training	-	-	-	-
6416 Travel Expense - Business	-	-	-	-
6432 Advertising & Legal Notices	-	-	-	-
6438 General Printing Charges	-	-	-	-
6452 Insurance Premiums	-	-	-	-
6476 Public Utilities - Electric	-	-	-	-
6478 Public Utilities - Gas	-	-	-	-
6491 Annual Maintenance Contract	-	-	-	-
6494 Building & Grounds-Repair/Maint Svc	-	-	-	-
6534 Rental- Real Estate	-	-	-	-
6581 Administrative Services	-	-	-	-
6584 Memberships	-	-	-	-
6588 Subscriptions, Directories, & Publications	-	-	-	-
8420 Data Processing Equipment	-	-	-	-
8460 Office Furniture	-	-	-	-
TOTAL EXPENDITURES	\$ 650,000	\$ 585,000	\$ 65,000	\$ 650,000
EXPENSE (OVER)UNDER INCOME	\$ -	\$ -	\$ -	\$ -



## County Attorney's Office

H. William Rowling, Jr., County Attorney

Districts All

Item No. 35.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** H. William Rowling, Jr., County Attorney

**DATE:** June 9, 2020

### **PURPOSE**

To authorize a Donation Agreement for the donation of the Wallis House property located on Burnt Hickory Road and a Donation Agreement for certain property formerly known as Harriston Hill at the intersection of Burnt Hickory Road and Barrett Parkway, with the National Park Service.

### **BACKGROUND**

On December 9, 2003, the Board of Commissioners approved the purchase of the Wallis House property on Burnt Hickory Road, comprised of approximately 1.27 acres of land and an historical building, located in Land Lot 290, 20th District, 2nd Section of Cobb, and approved an amendment to an agreement with the Georgia Civil War Commission, dated June 12, 2001, regarding the funding of the purchase.

The intent was to donate the Wallis House property to the National Park Service after the property was purchased by the county and all necessary approvals were obtained for the donation, to be incorporated into the Kennesaw Mountain National Battlefield Park ("Park"). The county has recently been advised that all necessary approvals to accept this donation have been obtained by the National Park Service.

On May 14, 2002, the Board approved the purchase of approximately 5.5 acres of property from Plantation Real Estate Services LLC, located at the intersection of Burnt Hickory Road and Barrett Parkway, in Land Lot 290, 20th District, 2nd Section of Cobb near to the Wallis House. That property was formerly known as Harriston Hill or Signal Hill. It was used during the Civil War and has historical significance. The property was acquired with funds provided by the State of Georgia pursuant to O.C.G.A. 36-22-1 and title was conveyed to the county subject to the restriction that the property be permanently designated as greenspace.

On the same date, Cobb Land Trust purchased an adjoining 1.13 acres from Wallis Farm, LLC to be used as a passive park in conjunction with the Wallis House. A parking facility was subsequently constructed on that property and a connecting sidewalk was constructed to the Wallis House property.

Donation Agreements have been negotiated with the National Park Service for the donation of the Wallis House property and for the donation of the Harriston Hill property for incorporation into the Park. It is

recommended that the board authorize these Donation Agreements.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners authorize Donation Agreements with the National Park Service for the donation of the Wallis House property located on Burnt Hickory Road, comprised of approximately 1.27 acres of land and an historical building, in Land Lot 290, 20th District, 2nd Section of Cobb County, and the donation of the Harriston Hill property comprised of 5.5 acres, located at the intersection of Burnt Hickory Road and Barrett Parkway, in Land Lot 290, 20th District, 2nd Section of Cobb County, in accordance with the terms of the two Donation Agreements attached, and authorize the Chairman to execute all necessary documents.

**ATTACHMENTS**

1. Donation Agreement Tract 1 Donee Executed
2. Donation Agreement Tract 2 Donee Executed
3. Map

## DONATION AGREEMENT NPS Tract 02-100

This Donation Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), between COBB COUNTY, a political subdivision of the State of Georgia (“Donor”) and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (“Donee”).

- A. Donor owns the real property located in Land Lot 290, 20<sup>th</sup> District, Cobb County, Georgia, as further described in **Exhibit “A”**, attached hereto and by this reference made a part hereof (“Property”).
- B. Donor desires to donate, and Donee wishes to accept, all of the rights, title and interests of Donor in and to the Property.

In consideration of these recitals, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee agree as follows:

- 1. **Donation.** Subject to the terms and conditions of this Agreement, Donor shall donate, and Donee shall accept, all of the rights, title and interests of Donor in the Property, any improvements thereon and appurtenances thereto.
- 2. **Due Diligence:** Donee, its agents or representatives, shall have the right from and after the Effective Date, at reasonable times during normal business hours, after notice to Donor, to enter upon the Property for the purposes of conducting surveys, soil tests, borings, environmental assessments and any other tests, inspections, or examinations that Donee desires in regard to the Property. Donee shall be responsible for the payment of any inspection fees, surveys, appraisal fees, engineering fees or other expenses of any kind incurred by Donee in the inspection or investigation of the Property. If, after such tests, inspections, or examinations, Donee, in its sole discretion, finds the Property unsuitable for any reason, Donee may notify Donor in writing that Donee has elected to terminate this Agreement. Upon any termination of the Agreement, the parties shall have no further obligations, rights, or duties hereunder, except those provisions that expressly survive the termination of this Agreement.
- 3. **Closing and Closing Date.** The closing (“Closing”) shall take place at the offices of NPS closing attorney, William Owen III (“Closing Attorney”), or at such other location mutually agreed to by the parties, and shall occur prior to May 30, 2020 (“Closing Date”), unless the Closing Date is extended in writing by the Donor and Donee.
- 4. **Closing Documents.** Donee may prepare a title search of the Property and obtain any desired title insurance. Donor shall prepare or cause to be prepared a Limited Warranty Deed transferring marketable title of the Property to Donee at Closing, defined as title which is insurable by a national title insurance company licensed to do business in the State of Georgia at its regular rates on an ALTA U.S Policy 9/28/91 Revised 12/3/12, subject only to matters of record not objected to by Donee pursuant to Section 6 of this Agreement (“Marketable Title”). Donee shall be responsible for recording the Limited Warranty Deed following Closing. A settlement statement itemizing all taxes, fees, costs, expenses and other amounts paid at or

through Closing shall be prepared and executed by Donor and Donee. The parties shall execute and deliver such other instruments or documents as may be reasonably required by and acceptable to the Closing Attorney to consummate the transactions contemplated by this Agreement.

5. Closing Costs and Property Taxes.
  - a. Donor shall pay all revenue stamps, transfer taxes, and sales taxes, if any, payable in connection with this transaction.
  - b. Donee shall pay for title search costs and any insurance premiums, the fees of the Closing Attorney, costs to record the Limited Warranty Deed and other costs to close this transaction that are not Donors obligation.
  - b. The parties agree that the Donor shall be responsible for the payment of real estate taxes through the Closing Date, if any. At Closing, the real estate taxes and assessment shall be prorated and Donor shall pay those taxes due and owing as of that date.
6. Property Condition. Donor intends to donate the Property in an “As-Is, Where-Is” condition without representation or warranties as to the condition thereof, excepts as provided herein.
7. Defects in Title. If Donee raises an objection to Donor’s title that would preclude Donors ability to convey Marketable Title as provided in Section 4 above, in Donee’s sole discretion, Donor shall have the right to cure such title defect prior to Closing. If Donor fails to timely cure such title defect, Donee shall have the right to terminate this Agreement by giving written notice to Donor.
8. Default. In the event either party fails to perform or defaults under this Agreement, the other party, as its sole and exclusive remedy, shall have the right to terminate this Agreement upon written notice to the defaulting party.
9. Risk of Loss. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date of this Agreement and prior to Closing, (a) Donor may, at its discretion, repair or restore the Property to its prior condition, (b) absent such repair, Donee, at its discretion, may elect to proceed to close this transaction and accept the Property in its then “as-is” condition; or (c) absent the occurrence of either (a) or (b), either party may terminate the Agreement in writing to the other party.
10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Donor and Donee. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be impaired or affected.
11. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to any other counterpart.
12. Time of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

13. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by either party without the prior written consent of the other party hereto, which shall not be unreasonably withheld, delayed or conditioned
14. Termination of Agreement. If either party terminates the Agreement when permitted to do so, the parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.
15. Binding on Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representative, successors and permitted assigns whenever the context so requires or admits.
16. Force Majeure. Except with respect to the Risk of Loss section above, neither party shall be responsible for delays in performance or failure to perform resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters beyond its control.
17. Brokers: Donor warrants and represents to Donee it has not employed or dealt with any real estate agent or broker relative to the donation of the Property. Donor agrees to indemnify and hold Donee harmless from and against any claims for any real estate brokerage commissions.
18. Possession: Possession of the Property shall be surrendered by Donor to Donee at Closing.

In Witness Whereof, the parties have executed this Agreement on the date first above written.

DONOR:  
COBB COUNTY, GEORGIA

DONEE:  
UNITED STATES OF AMERICA,  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

By: \_\_\_\_\_  
Michael H. Boyce, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
John C. Danner  
Chief Realty Officer  
NPS Region 2, South Atlantic-Gulf

Attest:

\_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
County Attorney's Office

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Tract 02-100

All that tract or parcel of land lying, being or situated in Land Lot 290 of the 20<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia and being more particularly described as follows:

Commencing at the northern portion of the mitered intersection of the northerly right-of-way line of Burnt Hickory Road and the southeasterly right-of-way line of the Ernest W. Barrett Parkway being the P.C. of a curve;

Thence, with said southeasterly right-of-way line along a curve to the right, having a radius of 2,737.66 feet (chord bearing and distance of N 32° 48' 12" E 11.47 feet) for an arc distance of 11.47 feet to a point being the P.C.C. of a curve;

Thence, continuing with said southeasterly right-of-way line along a curve to the right, having a radius of 2737.66 feet (chord bearing and distance of N 31° 35' 49" E 103.80 feet) for an arc distance of 103.81 feet to a point being the **TRUE POINT OF BEGINNING**, said point also being the P.C.C. of a curve;

Thence, continuing with said southeasterly right-of-way line of Barrett Parkway along a curve to the right, having a radius of 2,737.66 feet (chord bearing and distance of N 29° 49' 16" E 65.88 feet) for an arc distance of 65.88 feet to a point being the P.C.C. of a curve;

Thence, continuing with said southeasterly right-of-way line of Barrett Parkway along a curve to the right, having a radius of 2,840.97 feet (chord bearing and distance of N 27° 50' 15" E 126.23 feet) for an arc distance of 126.24 feet to a point being the P.T. of said curve;

Thence, continuing with said southeasterly right-of-way line of Barrett Parkway N 26° 32' 47" E 483.22 feet to a point being the P.C. of a curve;

Thence, continuing with said southeasterly right-of-way line of Barrett Parkway along a curve to the right, having a radius of 11,404.66 feet (chord bearing and distance of N 26° 56' 34" E 130.88 feet) for an arc distance of 130.88 feet to a point being the P.T. of said curve;

Thence, leaving said southeasterly right-of-way line of Ernest W. Barrett Parkway and along the following courses and distances:

S 53° 34' 31" E 307.84 feet to a point, S 10° 46' 14" W 280.08 feet to a point,  
S 32° 37' 17" W 104.28 feet to a point, S 65° 25' 51" W 331.62 feet to a point,  
and S 46° 05' 41" E 142.72 feet to a point located along the proposed right-of-way line of Wallis Farm Way, said point also being the P.C. of a curve;

Thence, with said proposed right-of-way line of Wallis Farm Way along a curve to the right, having a radius of 353.07 feet (chord bearing and distance of S 48° 30' 46" W 79.33 feet) for an arc distance of 79.50 feet to a point being the P.T. of said curve;

Thence, leaving said proposed right-of-way line of Wallis Farm Way N 64° 39' 18" W 274.26 feet to the Point of Beginning.

Containing 5.49 acres, more or less.

Being all that tract or parcel of the land conveyed by Plantation Real Estate Services, LLC, to Cobb County, a political subdivision of the State of Georgia, by Warranty Deed dated June 14, 2002, and recorded June 18, 2002, in Deed Book 13550, Pages 4079-4081, in the records of the Clerk of Superior Court, Cobb County, Georgia.

**NOTE:** The bearings and distances used in the above described tract were taken from an actual field survey performed by Larry D. Neese, G.R.L.S. # 2235, West Georgia Surveyors, Inc., titled "Final Plat Wallis Farm", dated July 28, 2003, and recorded May 27, 2004, in Plat Book 223, Page 78, in the records of the Clerk of Superior Court, Cobb County, Georgia.



## DONATION AGREEMENT NPS Tract 02-102

This Donation Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), between COBB COUNTY, a political subdivision of the State of Georgia (“Donor”) and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (“Donee”).

- A. Donor owns the real property located in Land Lot 290, 20<sup>th</sup> District, Cobb County, Georgia, as further described in **Exhibit “A”**, attached hereto and by this reference made a part hereof (“Property”).
- B. Donor desires to donate, and Donee wishes to accept, all of the rights, title and interests of Donor in and to the Property.

In consideration of these recitals, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee agree as follows:

1. **Donation.** Subject to the terms and conditions of this Agreement, Donor shall donate, and Donee shall accept, all of the rights, title and interests of Donor in the Property, any improvements thereon and appurtenances thereto.
2. **Due Diligence:** Donee, its agents or representatives, shall have the right from and after the Effective Date, at reasonable times during normal business hours, after notice to Donor, to enter upon the Property for the purposes of conducting surveys, soil tests, borings, environmental assessments and any other tests, inspections, or examinations that Donee desires in regard to the Property. Donee shall be responsible for the payment of any inspection fees, surveys, appraisal fees, engineering fees or other expenses of any kind incurred by Donee in the inspection or investigation of the Property. If, after such tests, inspections, or examinations, Donee, in its sole discretion, finds the Property unsuitable for any reason, Donee may notify Donor in writing that Donee has elected to terminate this Agreement. Upon any termination of the Agreement, the parties shall have no further obligations, rights, or duties hereunder, except those provisions that expressly survive the termination of this Agreement.
3. **Closing and Closing Date.** The closing (“Closing”) shall take place at the offices of NPS closing attorney, William Owen III (“Closing Attorney”), or at such other location mutually agreed to by the parties, and shall occur prior to May 30, 2020 (“Closing Date”), unless the Closing Date is extended in writing by the Donor and Donee.
4. **Closing Documents.** Donee may prepare a title search of the Property and obtain any desired title insurance. Donor shall prepare or cause to be prepared a Limited Warranty Deed transferring marketable title of the Property to Donee at Closing, defined as title which is insurable by a national title insurance company licensed to do business in the State of Georgia at its regular rates on an ALTA U.S Policy 9/28/91 Revised 12/3/12, subject only to matters of record not objected to by Donee pursuant to Section 6 of this Agreement (“Marketable Title”). Donee shall be responsible for recording the Limited Warranty Deed following Closing. A settlement statement itemizing all taxes, fees, costs, expenses and other amounts paid at or

through Closing shall be prepared and executed by Donor and Donee. The parties shall execute and deliver such other instruments or documents as may be reasonably required by and acceptable to the Closing Attorney to consummate the transactions contemplated by this Agreement.

5. Closing Costs and Property Taxes.
  - a. Donor shall pay all revenue stamps, transfer taxes, and sales taxes, if any, payable in connection with this transaction.
  - b. Donee shall pay for title search costs and any insurance premiums, the fees of the Closing Attorney, costs to record the Limited Warranty Deed and other costs to close this transaction that are not Donors obligation.
  - b. The parties agree that the Donor shall be responsible for the payment of real estate taxes through the Closing Date, if any. At Closing, the real estate taxes and assessment shall be prorated and Donor shall pay those taxes due and owing as of that date.
6. Property Condition. Donor intends to donate the Property in an “As-Is, Where-Is” condition without representation or warranties as to the condition thereof, excepts as provided herein.
7. Defects in Title. If Donee raises an objection to Donor’s title that would preclude Donors ability to convey Marketable Title as provided in Section 4 above, in Donee’s sole discretion, Donor shall have the right to cure such title defect prior to Closing. If Donor fails to timely cure such title defect, Donee shall have the right to terminate this Agreement by giving written notice to Donor.
8. Default. In the event either party fails to perform or defaults under this Agreement, the other party, as its sole and exclusive remedy, shall have the right to terminate this Agreement upon written notice to the defaulting party.
9. Risk of Loss. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date of this Agreement and prior to Closing, (a) Donor may, at its discretion, repair or restore the Property to its prior condition, (b) absent such repair, Donee, at its discretion, may elect to proceed to close this transaction and accept the Property in its then “as-is” condition; or (c) absent the occurrence of either (a) or (b), either party may terminate the Agreement in writing to the other party.
10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Donor and Donee. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be impaired or affected.
11. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to any other counterpart.
12. Time of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

13. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by either party without the prior written consent of the other party hereto, which shall not be unreasonably withheld, delayed or conditioned
14. Termination of Agreement. If either party terminates the Agreement when permitted to do so, the parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.
15. Binding on Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representative, successors and permitted assigns whenever the context so requires or admits.
16. Force Majeure. Except with respect to the Risk of Loss section above, neither party shall be responsible for delays in performance or failure to perform resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters beyond its control.
17. Brokers: Donor warrants and represents to Donee it has not employed or dealt with any real estate agent or broker relative to the donation of the Property. Donor agrees to indemnify and hold Donee harmless from and against any claims for any real estate brokerage commissions.
18. Possession: Possession of the Property shall be surrendered by Donor to Donee at Closing.

In Witness Whereof, the parties have executed this Agreement on the date first above written.

DONOR:  
COBB COUNTY, GEORGIA

DONEE:  
UNITED STATES OF AMERICA,  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

By: \_\_\_\_\_  
Michael H. Boyce, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
John C. Danner  
Chief Realty Officer  
NPS Region 2, South Atlantic-Gulf

Attest:

\_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
County Attorney's Office

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Tract 02-102

All that tract or parcel of land lying, being or situated in Land Lot 290 of the 20<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia, identified as Lot 43 and being more particularly described as follows:

Commencing at the northerly right-of-way line portion of the mitered intersection of the northerly right-of-way line of Burnt Hickory Road and located 741.20 feet East of the right-of-way line of the Ernest W. Barrett Parkway, said point also being delineated as the southeastern corner of the certain parcel of land containing "Pond II" as shown on survey titled "Final Plat-Wallis Farm" prepared by West Georgia Surveyors, Incorporated and being the **TRUE POINT OF BEGINNING**;

Thence, with the easterly property line of said "Pond II" parcel N 10° 12' 24" W 139.12 feet to a point being the southeasterly corner Lot 41;

Thence, with the easterly property line of Lot 41 N 10° 12' 24" W 46.18 feet to a point;

Thence, leaving said easterly property line and along said southerly line of Lots 40, 39, and 38 N 81° 50' 05" E 276.76 feet to a point located on the westerly property line of the land owned now or formerly by Jim Glover;

Thence leaving said southerly line with said westerly property line S 03° 37' 03" W 235.15 feet to an iron pipe found located along the northerly right-of-way line of Burnt Hickory Road;

Thence, leaving said westerly property line of the land owned now or formerly by Jim Glover with said right-of-way line of Burnt Hickory Road the following courses:

S 83° 35' 19" W 67.05 feet to an iron pipe found, S 87° 12' 04" W 80.53 feet to an iron pipe found, N 87° 15' 05" W 75.45 feet to an iron pipe found, and N 10° 28' 31" W 21.16 feet to the Point of Beginning.

Containing 1.28 acres, more or less.

Also included in the above-described tract and acreage total are three (3) improved parcels, being more particularly described as follows:

**PARCEL 1**

Commencing at the northerly right-of-way line portion of the mitered intersection of the northerly right-of-way line of Burnt Hickory Road and located 741.20 feet East of the right-of-way line of the Ernest W. Barrett Parkway, said point also being delineated as the southeastern corner of that certain parcel of land containing "Pond II" as shown on survey titled "Final Plat-Wallis Farm" prepared by West Georgia Surveyors, Incorporated;

Thence, with the following courses:

S 10° 28' 31" E 21.16 feet to a point, S 87° 15' 05" E 75.45 feet to a point, N 87° 12' 04" E 80.53 feet to a point, N 83° 35' 19" E 67.05 feet to a point, and N 56° 11' 03" W 140.67 feet to a point to the **TRUE POINT OF BEGINNING**;

Thence, with the following courses as thus established:

N 00° 03' 33" E 25.00 feet to a point, N 89° 56' 27" W 20.00 feet to a point,  
S 00° 03' 33" W 19.00 feet to a point, S 89° 56' 27" E 10.00 feet to a point,  
S 00° 03' 33" W 6.00 feet to a point, and S 89° 56' 27" E 10.00 feet to the Point of Beginning.

Containing 0.01 of an acre.

## **PARCEL 2**

Commencing at the northerly right-of-way line portion of the mitered intersection of the northerly right-of-way line of Burnt Hickory Road and located 741.20 feet East of the right-of-way line of the Ernest W. Barrett Parkway, said point also being delineated as the southeastern corner of that certain parcel of land containing "Pond II" as shown on survey titled "Final Plat-Wallis Farm" prepared by West Georgia Surveyors, Incorporated;

Thence, with the following courses:

S 10° 28' 31" E 21.16 feet to a point, S 87° 15' 05" E 75.45 feet to a point, N 87° 12' 04" E 80.53 feet to a point, N 83° 35' 19" E 67.05 feet to a point, and N 67° 08' 07" W 82.28 feet to a point to the **TRUE POINT OF BEGINNING**;

Thence, with the following courses as thus established:

N 00° 44' 42" E 11.00 feet to a point, N 89° 15' 18" W 6.00 feet to a point,  
S 00° 44' 42" W 6.00 feet to a point, S 89° 15' 18" E 2.00 feet to a point,  
S 00° 44' 42" W 5.00 feet to a point, and S 89° 15' 18" E 4.00 feet to the Point of Beginning.

Containing 0.01 of an acre.

## **PARCEL 3**

Commencing at the northerly right-of-way line portion of the mitered intersection of the northerly right-of-way line of Burnt Hickory Road and located 741.20 feet East of the right-of-way line of the Ernest W. Barrett Parkway, said point also being delineated as the southeastern corner of that certain parcel of land containing "Pond II" as shown on survey titled "Final Plat-Wallis Farm" prepared by West Georgia Surveyors, Incorporated;

Thence, with the following courses:

S 10° 28' 31" E 21.16 feet to a point, S 87° 15' 05" E 75.45 feet to a point, N 87° 12' 04" E 80.53 feet to a point, N 83° 35' 19" E 67.05 feet to a point, and N 81° 09' 05" W 106.29 feet to a point to the **TRUE POINT OF BEGINNING**;

Thence, with the following courses as thus established:

N 00° 44' 42" E 39.00 feet to a point, S 89° 15' 18" E 5.00 feet to a point,  
N 00° 44' 42" E 11.00 feet to a point, N 89° 15' 18" W 23.00 feet to a point,  
S 00° 44' 42" W 8.00 feet to a point, N 89° 15' 18" W 5.00 feet to a point,  
S 00° 44' 42" W 14.00 feet to a point, N 89° 15' 18" W 10.00 feet to a point, S 00° 44' 42" W  
28.00 feet to a point, S 89° 15' 18" E 2.00 feet to a point, S 00° 44' 42" W 7.00 feet to a point, S  
89° 15' 18" E 28.00 feet to a point, N 00° 44' 42" E 7.00 feet to a point, and S 89° 15' 18" E 3.00  
feet to the Point of Beginning.

Containing 0.03 of an acre.

The above described three (3) outparcels contain in aggregate 0.05 of an acre, more or less.

All above described parcels contain in aggregate 1.28 acres, more or less.

Being all those tracts or parcels of land conveyed by Royce Lovingood, a/k/a James Royce Lovingood and Joyce Lovingood, to the Cobb County, by Corrective Warranty Deed dated October 21, 2004, and recorded October 22, 2004, in Deed Book 14060, Pages 2033-2036, in the records of the Clerk of Superior Court, Cobb County, Georgia, and;

Being all that tract or parcel of land conveyed by Royce Lovingood, a/k/a James Royce Lovingood and Joyce Lovingood, to Cobb County, by Corrective Warranty Deed dated October 21, 2004, and recorded October 22, 2004, in Deed Book 14060, Pages 2037-2041, in the records of the Clerk of Superior Court, Cobb County, Georgia.

**NOTE:** The bearings and distances used in the above described tracts were taken from an actual field survey performed by Larry D. Neese, G.R.L.S. # 2235, West Georgia Surveyors, Incorporated., titled "Final Plat Wallis Farm", dated July 28, 2003, and recorded May 27, 2004, in Plat Book 223, Page 78, in the records of the Clerk of Superior Court, Cobb County, Georgia.

PIN 200229000670  
Cobb County  
5.5 Acres

PIN 200229000130  
Cobb Land Trust  
1.09 Acres

PIN 200229000120  
Cobb County  
1.224 Acres



## County Clerk

Pam Mabry, County Clerk

Districts All

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Item No. 36.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Pam Mabry, County Clerk

**DATE:** June 9, 2020

### **PURPOSE**

To approve minutes.

### **BACKGROUND**

N/A

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the minutes from the following meetings:

- May 26, 2020 - Agenda Work Session
- May 26, 2020 - BOC Regular

### **ATTACHMENTS**

1. 05262020 Agenda Work Session
2. 052620 BOC Minutes



**MINUTES OF AGENDA WORK SESSION  
COBB COUNTY BOARD OF COMMISSIONERS  
MAY 26, 2020**

The Cobb County Board of Commissioners attended a Virtual Agenda Work Session via WebEx on Tuesday, May 26, 2020, at 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the May 26, 2020, BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner Keli Gambrill  
Commissioner Bob Ott  
Commissioner JoAnn Birrell  
Commissioner Lisa Cupid

**1. CALL TO ORDER**

Chairman Boyce called the meeting to order at 9:00 a.m.

No official action was taken by the Board.

**2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS**

MOTION: Motion by Boyce, second by Birrell, to **approve** the call of an Executive Session to discuss legal matters.

VOTE: **ADOPTED** 5-0

**3. ADJOURNMENT**

The meeting was adjourned into Executive Session at 11:21 a.m.

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Pamela L. Mabry  
County Clerk  
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
MAY 26, 2020  
1:30 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, May 26, 2020, at 1:30 p.m. via Webex in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner JoAnn Birrell  
Commissioner Lisa Cupid  
Commissioner Keli Gambrill  
Commissioner Bob Ott

**CALL TO ORDER**

Chairman Boyce called the meeting to order at 1:36 p.m. Bill Rowling, County Attorney, read the following language regarding the Board conducting the meeting virtually:

*Our IS Department as well as our Communications Department has been working endlessly to have virtual participation in this current meeting. The Board of Commissioners (BOC) and staff are attending virtually and arrangements have been made to allow virtual public participation for both Public Comment and Public hearing components of the meeting.*

*To that end, I suggest, because of the unprecedented circumstances of the COVID-19 pandemic, that you make the following changes to your BOC Meeting Rules for this, May 26, 2020, Board of Commissioners' meeting:*

- 1. BOC, staff, and citizens be allowed to participate in the meeting virtually;*
- 2. BOC members vote by voice or by hand-signal;*

*Otherwise, the BOC Regular Meeting Rules would apply except as modified during the normal course of the meeting pursuant to the Rules.*

Motion by Boyce, second by Birrell, to **approve** the proposed revisions to the Rules of Procedures for this Board of Commissioners Meeting.

**VOTE: ADOPTED 5-0**

**PUBLIC HEARING**

1. **To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for construction of a single-family residence at 3554 Cochise Drive.**

Jessica Guinn, Community Development Agency Director, presented information regarding the Chattahoochee Corridor Certificate of Compliance for construction of a single-family residence at 3554 Cochise Drive,

Chairman Boyce opened the Public Hearing and asked those wishing to speak on this issue come forward. Following one speaker, the Public Hearing was closed; and the following Motion was made:

Motion by Ott, second by Cupid, to **approve** the Chattahoochee Corridor Certificate of Compliance for construction of a single-family residence at 3554 Cochise Drive, in Land Lots 975 and 1018 of the 17th District, Cobb County, GA; subject to the rules and guidelines of the Metropolitan River Protection Act and all applicable Cobb County development standards and regulations.

VOTE: **ADOPTED 3-2**, Commissioners Birrell and Gambrill opposed

2. **PUBLIC COMMENT**

*At the start of the meeting, there were 16 people signed up for public comment via the link on Cobb County's website. By consensus of the Board, each speaker was allotted a four-minute time limit. The County Attorney called out all 16 names signed up; however, nine of the speakers signed up were not on the line when called upon to speak.*

1. **Tyler Sniff** addressed the Board regarding the proposed SPLOST list.
2. **Hill Wright** addressed the Board regarding various matters.
3. **Geovani Serrano** addressed the Board regarding the detention center.
4. **Amy Barnes** addressed the Board regarding various matter.
5. **Daniel Fitzgerald** addressed the Board regarding a proposed business license request.
6. **Lisa Sims** addressed the Board regarding a proposed business license request.
7. **Ed Richardson** addressed the Board regarding the proposed small business grant MOU.

**CONSENT AGENDA**

Motion by Boyce, second by Birrell, to **approve** the following items on the Consent Agenda, *as revised*; and **authorize** execution of the necessary documents by the appropriate County personnel

**Water System**

3. **To convey by quit claim deed to the underlying property owner any County rights associated with an abandoned sanitary sewer easement located at several addresses along Burrus Lane.**

To **convey** by quit claim deed to the underlying property owner, Mable Oak Development, LLC, any County rights associated with an abandoned sanitary sewer easement located at several addresses along Burrus Lane; and **authorize** the Chairman to execute the necessary documents.

4. **To convey by quit claim deed to the underlying property owner any County rights associated with unneeded sanitary sewer easements located in three parcels along Preston Boulevard in Douglas County.**

To **convey** by quit claim deed to the underlying property owner, Toryshoals, LLC, any County rights associated with unneeded sanitary sewer easements located in three parcels along Preston Boulevard in Douglas County; and **authorize** the Chairman to execute the necessary documents.

5. **To convey by quit claim deed to the underlying property owner any County rights associated with an abandoned sanitary sewer easement located at 2410 Powell Place.**

To **convey** by quit claim deed to the underlying property owner, Powell Place Holdings, Inc., any County rights associated with a section of abandoned sanitary sewer easement located at 2410 Powell Place; and **authorize** the Chairman to execute the necessary documents.

6. **To convey by quit claim deed to the underlying property owners any County rights associated with two unneeded sanitary sewer easements located at 950 New Bedford Drive and 794 Bedford Oaks Drive.**

To **convey** by quit claim deed to the underlying property owners, Roger E. and Susan L. Riviere and Steven and Jacquelyn Marshalek, any County rights associated with portions of two unneeded sanitary sewer easements located at 950 New Bedford Drive and 794 Bedford Oaks Drive; and **authorize** the Chairman to execute the necessary documents.

Transportation

7. To authorize the utilization of Federal Transit Administration Coronavirus Aid, Relief, and Economic Security Act grant funds for operating costs associated with the CobbLinc Cumberland Circulator bus routes.

To **authorize** the utilization of existing Federal Transit Administration Coronavirus Aid, Relief, and Economic Security (CARES) Act grant funds, in an amount not to exceed \$675,000.00, for net operating costs associated with the CobbLinc Cumberland Circulator bus routes, retroactive to March 1, 2020 through December 31, 2020.

Available as previously approved and appropriated by the Board of Commissioners on April 28, 2020, as follows:

Available:	203-050-T075-8005	Preliminary Estimate	\$675,000.00
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Public Services Agency

Elections

8. To approve an additional stipend in order to retain poll workers for the June 9, 2020 Primary and Election.

To **approve** an additional retention stipend for poll workers who work the June 9, 2020 Primary and Election; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding in an amount not to exceed \$72,750.00 is available in the CARES Fund with the following budget transactions:

Transfer From:	278-055-V9CT-8820	Undesignated Contingency
Transfer To:	278-493-V9S1-6594	Interfund Transfer Out
Increase Revenue:	010-235-9701-4960	Interfund Transfer In
Increase Expenditure:	010-235-9701-6020	Part-time - Per Day

**Medical Examiner**

9. **To authorize the application for grant funds from the Bureau of Justice Assistance (BJA) for the 2020 Strengthening the Medical Examiner-Coroner System Program.**

To **authorize** the application for grant funds from the Bureau of Justice Assistance for the 2020 Strengthening the Medical Examiner-Coroner System Program, in an amount not exceed \$100,000.00 for the period of October 1, 2020 through October 31, 2022 and **further authorize** the Chief Medical Examiner to certify the documents necessary for application.

Another agenda item will be presented to accept any awarded grant funds.

10. **To approve a Mutual Aid Agreement between the Cobb County Medical Examiner's Office and the Georgia Department of Public Health to link mortality data to medical examiner reports to create a census of unintentional drug overdoses in Georgia.**

To **approve** a mutual aid agreement between the Cobb County Medical Examiner's Office and the Georgia Department of Public Health; **approve** the appropriation of revenue with the monthly standard reserve; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding will be appropriated monthly as follows:

Increase Revenue:	010-150-8390-4494	(Other State Revenue)
Increase Expenditure:	010-150-8390-6326	(Professional Services)

**Finance**

11. **To adopt a resolution adopting all budget amendments set forth in agenda items on this date.**

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy of said resolution is attached and made a part of these minutes.

**CobbWorks**

12. **To authorize the transfer of Workforce Investment and Opportunity (WIOA) funds from the Dislocated Worker grant to the Adult Program for CobbWorks Inc. to provide employment and training services.**

To **authorize** a transfer of Workforce Investment and Opportunity funds from the Dislocated Worker Program grant award in the amount of \$1,000,000.00 to the Adult Program to provide employment and training services; and **further authorize** the corresponding budget transactions.

Funding is available in the Adult Program with the following appropriations:

Transfer from existing grant #31-19-20-03-004:

276-120-WF20-WF20DW-P-6326/4430	\$ 876,695.00
276-120-WF20-WF20DW-P-6395/4430	\$ 23,305.00
276-120-WF20-WF20DW-A-6312/4430	\$ 100,000.00

Transfer to new grant #36-19-20-03-004:

276-120-WF20-WF20TR-P-6326/4430	\$ 876,695.00
276-120-WF20-WF20TR-P-6395/4430	\$ 23,305.00
276-120-WF20-WF20TR-A-6312/4430	<u>\$ 100,000.00</u>
	\$1,000,000.00

County Clerk

13. To approve minutes.

To approve the minutes from the following meetings:

- May 11, 2020 - Agenda Work Session
- May 12, 2020 - BOC Regular
- May 19, 2020 - BOC Zoning

CONSENT VOTE: ADOPTED 5-0

REGULAR AGENDA

Board of Commissioners

BOC Chair

14. To approve the Cobb County SPLOST Renewal Proposed Project List for inclusion in the 2022 Special Purpose Local Option Sales Tax (SPLOST) Referendum and Intergovernmental Agreements with the Municipalities, conditioned upon Board of Commissioners' approval of the Referendum and Intergovernmental Agreements at a subsequent meeting.

Motion by Boyce, second by Birrell, to **approve** the Cobb County SPLOST Renewal Proposed Project List for inclusion in the 2022 Special Purpose Local Option Sales Tax (SPLOST) Referendum and Intergovernmental Agreements with the Municipalities, conditioned upon Board of Commissioners' approval of the Referendum and Intergovernmental Agreements at a subsequent meeting. A copy of the approved County SPLOST Renewal Proposed Project List is attached and made a part of these minutes.

VOTE: ADOPTED 5-0



15. To approve the initial categories for the funding received under the CARES Act, through the Coronavirus Relief Fund.

Motion by Boyce, second by Birrell, to **approve** the initial categories for the funding received under the CARES Act, through the Coronavirus Relief Fund; and **further authorize** the Chairman to execute the necessary documents.

VOTE: **ADOPTED 5-0**

BOC Commissioner (District 2)

16. To approve emergency funding for a Small Business Grant Program, to be used by locally owned and operated small businesses with less than 100 employees, adversely affected by COVID-19 to improve unemployment numbers by providing cash grants subject to certain conditions; and to authorize the Chairman to execute the Memorandum of Understanding and any other necessary documents for said purpose.

Motion by Ott, second by Birrell, to **approve** emergency funding for a Small Business Grant Program, to be used by locally owned and operated small businesses with less than 100 employees, adversely affected by COVID-19 to improve unemployment numbers by providing cash grants subject to certain conditions; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the Memorandum of Understanding, *with the additional language as shown below*; and any necessary documents for said purpose.

- *Business does not need to be a member of the Cobb Chamber nor will there be any preferential consideration for Cobb Chamber members.*

Funding is available in the CARES Fund with the following budget transactions:

Transfer From:	278-055-V9CT-8820	Undesignated Contingency	\$50,500,000.00
Transfer To:	278-491-V9CO-6574	Contributions	\$50,000,000.00
Transfer To:	278-491-V9CO-6326	Professional Services	\$ 500,000.00

VOTE: **ADOPTED 5-0**

17. To approve emergency funding to provide rent relief for low-income families living in qualified apartment communities in Cobb County adversely affected by COVID-19; and to authorize the Chairman to execute the Memorandum of Understanding and any other necessary documents for said purpose.

Motion by Ott, second by Birrell, to **approve** emergency funding to provide rent relief for low-income families living in qualified apartment communities in Cobb County adversely affected by COVID-19; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the Memorandum of Understanding and any necessary documents for said purpose.

Funding is available in the CARES Fund with the following budget transactions:

Transfer From:	278-055-V9CT-8820	Undesignated Contingency	\$1,620,000.00
Transfer To:	278-493-V9S3-6574	Contributions	\$1,500,000.00
Transfer To:	278-493-V9S3-6326	Professional Services	\$ 120,000.00

VOTE: **ADOPTED 4-1**, Commissioner Gambrill opposed

Transportation

18. To approve Amendment No. 1 to the Subgrant Agreement with the Atlanta Regional Commission for County Comprehensive Transportation Plan Assistance Program grant funding for development of a five-year update to the Cobb County Comprehensive Transportation Plan 2050, State P.I. No. 0014983, Cobb County Project No. X2519.

Motion by Boyce, second by Cupid, to **approve** Amendment No. 1 to the Subgrant Agreement with the Atlanta Regional Commission, in an amount not to exceed \$500,000.00, for County Comprehensive Transportation Plan Assistance Program funding for continued development of a five-year update to the Cobb County Comprehensive Transportation Plan 2050, State P.I. No. 0014983, Cobb County Project No. X2519; **approve** time extension through December 31, 2021; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Appropriate receipt of revenue from the ARC County Comprehensive Transportation Plan Assistance Program to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X250-X250-4487-X2519-E ARC Revenue	\$400,000.00
Increase Expenditure:	347-050-X250-X250-8721-X2519-E Preliminary Estimate	\$400,000.00

Local match funding is available in the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Available	347-050-X250-X250-8721-X2519-E	Preliminary Estimate	\$100,000.00
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Traffic Signals, and Planning.

Comprehensive Transportation Plan 2040 Update (now known as CTP 2050 Update) is an eligible project/program under the Congestion Relief and Mobility Improvements – Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Planning Studies include long and short term multi-modal transportation studies.

SPLOST Project Summary as of April 1, 2020:

2050 Comprehensive Plan Update	Budget: \$1,252,000.00 Expended: \$596,783.50
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VOTE: **ADOPTED 5-0**

**19. To approve Change Order No. 2 to the Consultant Services Agreement with Kimley-Horn and Associates, Inc., to develop an update to the Cobb County 2050 Comprehensive Transportation Plan, State P.I. No. 0014983, Cobb County Project No. X2519, CCDOT Contract No. 001376.**

Motion by Boyce, second by Birrell, to **approve** Change Order No. 2 to the Consultant Services Agreement with Kimley-Horn and Associates, Inc., in an amount not to exceed \$500,000.00, to continue development of an update to the Cobb County 2050 Comprehensive Transportation Plan, State P.I. No. 0014983, Cobb County Project No. X2519, CCDOT Contract No. 001376; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with following budget transfer:

Transfer from:	347-050-X250-X250-8721-X2519-E Preliminary Estimate	\$500,000.00
Transfer to:	347-050-X250-X250-8722-X2519-E Engineering	\$500,000.00
Increase GAE 34712111837:	347-050-X250-X250-8722-X2519-E Engineering	\$500,000.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Traffic Signals, and Planning.

Comprehensive Transportation Plan 2040 Update (now known as CTP 2050 Update) is an eligible project/program under the Congestion Relief and Mobility Improvements – Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Planning Studies include long and short term multi-modal transportation studies.

SPLOST Project Summary  
 as of April 1, 2020:

2050 Comprehensive Plan Update	Budget: \$1,252,000.00	Expended:	\$596,783.50
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**VOTE: ADOPTED 5-0**

**20. To approve Change Order No. 2 (final) to the contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 2 (final) to the contract with Massana Construction, Inc., a savings to the project in the amount of \$145,741.55, for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478; authorize the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34509101934:	345-050-E004-E402-8762- E4020-C	Turnkey Construction	\$145,741.55
Transfer from:	345-050-E004-E402-8762-E4020-C	Turnkey Construction	\$145,741.55
Transfer to:	345-050-E000-E000-8761-E0000-C	Preliminary Estimate	\$145,741.55

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Windy Hill Road (East) is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare Improvements Component of the 2011 SPLOST Transportation Improvements Program (Cobb County 2011 SPLOST, pp. 10, 20). Windy Hill Road (East) improvements include access management and construction of median for safety and operational improvements.

**SPLOST Project Summary  
as of April 1, 2020:**

Windy Hill Road (East)	Budget: \$4,235,289.21	Expended: \$2,868,390.05
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**VOTE: ADOPTED 5-0**

**21. To approve Supplemental Agreement No. 1 to Project No. X2743-TO#2 to the 2016 Master Task Order Contract with HNTB Corporation for engineering design of Ebenezer Road Sidewalk, CCDOT Contract No. 000995.**

Motion by Birrell, second by Cupid, to **approve** Supplemental Agreement No. 1 to Project No. X2743-TO#2 to the 2016 Master Task Order Contract with HNTB Corporation for engineering design of Ebenezer Road Sidewalk, CCDOT Contract No. 000995; **approve** a contract time extension through June 30, 2021; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X270-X270-8761-X2741-C	Preliminary Estimate	\$10,200.00
Transfer to:	347-050-X270-X270-8722-X2743-E	Engineering	\$10,200.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Ebenezer Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 3 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity center multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

SPLOST Project Summary  
 as of April 1, 2020:

Ebenezer Road Sidewalk	Budget:	\$1,504,577.00	Expended:	\$321,477.49
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**VOTE: ADOPTED 5-0**

**22. To approve Change Order No. 3 (final) to the contract with CMES, Inc., for thoroughfare improvements on: Windy Hill Road (East), Cobb County Project No. E4020, Cumberland Community Improvement District Project No. CCID-1026; Windy Hill Road (West), Cobb County Project No. E4030, Cumberland Community Improvement District Project No. CCID-1025; and Windy Hill Road at Powers Ferry Road, Cobb County Project No. D4230, Cumberland Community Improvement District Project No. CCID-1020, CCDOT Contract No. 000779.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 3 (final) to the contract with CMES, Inc., a savings to the project in the amount of \$1,563,012.10 for thoroughfare improvements on: Windy Hill Road (East), Cobb County Project No. E4020, Cumberland Community Improvement District Project No. CCID-1026; Windy Hill Road (West), Cobb County Project No. E4030, Cumberland Community Improvement District Project No. CCID-1025; and Windy Hill Road at Powers Ferry Road, Cobb County Project No. D4230, Cumberland Community Improvement District Project No. CCID-1020, CCDOT Contract No. 000779; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2005 SPLOST Transportation Improvements Program Fund, with the following budget transfers:

Transfer from:	340-050-7504-D423-8761-D4230-C	Preliminary Estimate	\$ 17,286.40
Transfer to:	340-050-7500-D000-8761-D0000-C	Preliminary Estimate	\$ 17,286.40
Decrease GAE	340-050-7504-D423-8762-D4230-C	Turnkey Construction	\$430,506.32
340092314703:			
Transfer from:	340-050-7504-D423-8762-D4230-C	Turnkey Construction	\$430,506.32
Transfer to:	340-050-7500-D000-8761-D0000-C	Preliminary Estimate	\$430,506.32

The 2005 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on June 14, 2005, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Windy Hill Road is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare Improvements Component of the 2005 SPLOST Transportation Improvements (Cobb County 2005 SPLOST, pp. 1, 9). Windy Hill Road improvements were revised to include widening, access management, and the addition of median for safety and operational improvements.

**Item 22 Funding continued.**

A savings to the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfers:

Decrease GAE 345092314703:	345-050-E004-E402-8762-E4020-C	Turnkey Construction	\$601,386.83
Transfer from:	345-050-E004-E402-8762-E4020-C	Turnkey Construction	\$601,386.83
Transfer to:	345-050-E000-E000-8761-E0000-C	Preliminary Estimate	\$601,386.83

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Windy Hill Road (East) is an eligible project/program under the Congestion Relief and Mobility Improvements – Thoroughfare Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 20). Windy Hill Road (East) improvements include access management and the addition of median for safety and operational improvements.

Decrease GAE 3450923147031:	345-050-E004-E403-8762-E4030-C	Turnkey Construction	\$5,771.94
Transfer from:	345-050-E004-E403-8762-E4030-C	Turnkey Construction	\$5,771.94
Transfer to:	345-050-E000-E000-8761-E0000-C	Preliminary Estimate	\$5,771.94

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Windy Hill Road (West) is an eligible project/program under the Congestion Relief and Mobility Improvements – Thoroughfare Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 20). Windy Hill Road (West) improvements include widening, access management, and the addition of median.

**SPLOST Project Summary  
as of April 1, 2020:**

Windy Hill Road (East) Corridor	Budget: \$4,235,289.21	Expended: \$2,868,390.05
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**Item 22 Funding continued.**

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510092314703:	510-500-5756-8260-W4119-C	Construction	\$508,060.61
Transfer from:	Windy Hill Road Improvements		
	510-500-5756-8260-W4119-C	Construction	\$508,060.61
	510-500-5756-6613-W4119-A	Interest on Retainage	\$ 4,314.82
	510-500-5756-8265-W4119-M	Materials & Supplies	\$ 3,902.94
	510-500-5756-8810-W4119-T	Contingency	<u>\$ 21,765.00</u>
		Total:	\$538,043.37
Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$538,043.37

**VOTE: ADOPTED 5-0**

**23. To approve Amendment No. 1 to the Cobb Framework Agreement with the City of Kennesaw for intersection improvements on McCollum Parkway at Ben King Road, Project No. X2309.**

Motion by Birrell, second by Ott, to **approve** Amendment No. 1 to the Cobb Framework Agreement with the City of Kennesaw for intersection improvements on McCollum Parkway at Ben King Road, Project No. X2309; and **authorize** the Chairman to execute the necessary documents.

**VOTE: ADOPTED 5-0**

**24. To approve a contract with D&H Construction Company, Inc., for drainage system repairs on Lost Mountain Lane, Project No. X2263, CCDOT Contract No. 001521.**

Motion by Gambrell second by Cupid, to **approve** a contract with D&H Construction Company, Inc., in an amount not to exceed \$465,631.75, for drainage system repairs on Lost Mountain Lane, Project No. X2263, CCDOT Contract No. 001521; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X220-X220-8761-X2263-C	Preliminary Estimate	\$388,771.75
Transfer to:	347-050-X220-X220-8762-X2263-C	Turnkey Construction	\$388,771.75

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Lost Mountain Lane is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

SPLOST Project Summary  
 as of April 1, 2020:

Lost Mountain Lane Drainage	Budget: \$250,000.00	Expended:	\$0.00
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Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget with the following budget transfers:

Transfer from:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$79,400.00
Transfer to:	Lost Mountain Lane Drainage Improvements		
	510-500-5756-8260-W4417-C	Construction	\$76,860.00
	510-500-5756-8265-W4417-M	Materials and Supplies	\$ 1,000.00
	510-500-5756-8810-W4417-T	Contingency	<u>\$ 1,540.00</u>
		Total:	\$79,400.00

VOTE: **ADOPTED 5-0**

**25. To approve Supplemental Agreement No. 2 to the contract with Detection Engineering Technology, Inc., for Flashing Yellow Arrow Signal Upgrade, Project No. X2527, CCDOT Contract No. 001377.**

Motion by Boyce, second by Cupid, to **approve** Supplemental Agreement No. 2 to the contract with Detection Engineering Technology, Inc., in an amount not to exceed \$55,000.00, for Flashing Yellow Arrow Signal Upgrade, Project No. X2527, CCDOT Contract No. 001377; **approve** a contract time extension through July 31, 2020; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X250-X250-8761-X2531-C	Preliminary Estimate	\$55,000.00
Transfer to:	347-050-X250-X250-8771-X2527-C	Signalization	\$55,000.00
Increase GAE 34712171826:	347-050-X250-X250-8771-X2527-C	Signalization	\$55,000.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Traffic Signals, and Planning.

Traffic Signals is an eligible project/program under the Congestion Relief and Mobility Improvements – Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Traffic Signals improvements include upgrade of the traffic signal infrastructure to include the addition and upgrade of uninterruptible power supply (UPS) units, addition of flashing arrow left turn displays, and rebuilding traffic signal supports.

SPLOST Project Summary  
 as of April 1, 2020:

Traffic Signals – Flashing Yellow Arrow Signal Upgrade	Budget: \$236,825.41	Expended: \$236,825.41
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VOTE: **ADOPTED 5-0**

Support Services Agency

Information Services

26. **To authorize the Purchasing Director to purchase networking equipment greater than \$100,000 under provisions of Georgia Department of Administrative Services (DOAS) contract for Networking Equipment and IT Infrastructure Products 99999-SPD-T20120501-0006 with Prosys Information Systems, Inc. This is a 2016 SPLOST project, Technology Improvements Program X0020.**

Motion by Ott, second by Birrell, to **authorize** the Purchasing Director to purchase networking equipment for the new CCPD Headquarters in an amount not to exceed \$111,612.59 under provisions of Georgia Department of Administrative Services contract for Networking Equipment and IT Infrastructure Products 99999-SPD-T20120501-0006 with Prosys Information Systems, Inc. and **further authorize** the corresponding budget transactions.

Available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfers:

Transfer from:	347-035-X002-8005-X0020-A	(Preliminary Estimates)	\$111,612.59
Transfer to:	347-035-X002-8676-X0020-M	(Data Processing Equip.)	\$ 13,531.89
	347-035-X002-6258-X0020-M	(Accountable Equipment)	\$ 98,080.70

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Technology Improvements.

Technology needs for the CCPD Headquarters is an eligible project/program under the 2016 SPLOST. "Business Technology Transformation" is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which includes networking equipment and technology infrastructure.

SPLOST Project Summary as of April 1, 2020:

Budget: \$23,358,000.00

Expended: \$2,830,518.65

VOTE: **ADOPTED 5-0**

27. **To approve a sole source contract with Astro Integrated Systems of Georgia for the installation of the county’s enterprise access control system for the basement detention doors in 12 East Park Square. This is a 2016 SPLOST project, Support Services Facilities Improvements Program X0920.**

Motion by Ott, second by Cupid, to **approve** a sole source contract with Astro Integrated Systems of Georgia in an amount not to exceed \$69,801.81 for the installation of the county’s enterprise access control system for the basement detention doors in 12 East Park Square; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Support Services Facilities Improvements Program Fund with the following budget transfer:

Transfer from:	347-110-X092-8005-X0920-T	(Preliminary Estimates)	\$69,801.81
Transfer to:	347-110-X092-8481-X0920-T	(Accountable Equipment)	\$69,801.81

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Facilities Improvements – Building Security, Emergency/Life Safety Upgrades.

The installation of the detention access control system is an eligible capital project/program under the 2016 SPLOST. “Facilities Improvement” is an approved project of the Support Services Facilities Improvements Work Program (Cobb County 2016 SPLOST, p. 37) which provides for the modernization of life safety systems in County facilities to ensure employee and public safety as well as protection of physical assets.

SPLOST Project Summary as of May 6, 2020:

Budget: \$6,875,101.00

Expended to date: \$2,136,162.26

**VOTE: ADOPTED 5-0**

**Appointments**

28. **To announce the appointment of Bernadette Amerein to the Workforce Development Board.**

Chairman Boyce **announced** the appointment of Bernadette Amerein to the Workforce Development Board, for a term-balance to expire June 30, 2022. This appointment replaces Valerie Carter.

29. **To announce an appointment of James Holmes to the Kennestone Hospital Authority.**

Chairman Boyce **announced** the appointment of James Holmes, to Post 5 of the Kennestone Hospital Authority for a five-year term to expire on May 23, 2025.

**ADJOURNMENT**

The meeting was adjourned at 3:43 p.m.

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Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioners



## **BOC Chair**

Michael H. Boyce, Chairman

Districts All

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**Item No. 37.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** June 9, 2020

### **PURPOSE**

To recommend the appointment of the Information Services Director.

### **BACKGROUND**

I am pleased to present a recommendation from County Manager, Dr. Jackie McMorris for Ms. Kimberly B. Lemley to be appointed to the position of Information Services Director. Ms. Lemley's career experience includes over 17 years of experience working for Information Services most recently serving as an Information Services Division Director since 2014.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the appointment of Ms. Kimberly B. Lemley as the Information Services Director effective June 9, 2020.

### **ATTACHMENTS**


1. Lemley Recommendation Final 5.29.20B



## COBB COUNTY MANAGER'S OFFICE

100 Cherokee Street, Suite 300  
Marietta, GA 30090-7000  
Phone: (770) 528-2600 Fax: (770) 528-2606  
jackie.mcmorris@cobbcounty.org

Jackie R. McMorris, EdD  
County Manager

To: Chairman Mike Boyce 

From: Dr. Jackie McMorris  
County Manager

Date: May 29, 2020

Ref: Appointment of Kimberly B. Lemley to position of Information Services Director

I would like to recommend to you the appointment of Kimberly B. Lemley as Information Services Director. During the time she has served Information Services, Ms. Lemley has distinguished herself with her leadership and management. During her employment with Cobb County, she has advanced from working at the IS Help Desk part-time while attending college to her most recent appointment as one of the three Information Services Division Directors since 2014. She has a total of 17 + years' experience working for Information Services.

Ms. Lemley holds a bachelor's degree from Kennesaw State University in information systems. She is a University of Georgia, Carl Vinson Institute of Government EXCEL graduate. Additionally, she is a graduate of the InfoTech Leadership Enhancement Acceleration Program.

Ms. Lemley is well versed in the operations of the Information Services Department and the technology needs for the County. The feedback from agency and department heads, as well as the customers served by the Department, adds to my personal view that an official appointment is warranted. Therefore, I recommend that Kimberly B. Lemley be appointed as Information Services Director effective June 9, 2020.





## **BOC Chair**

Michael H. Boyce, Chairman

Districts All

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**Item No. 38.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** June 9, 2020

### **PURPOSE**

To approve the revised Cobb County SPLOST Renewal Proposed Project List for inclusion in the 2022 Special Purpose Local Option Sales Tax (SPLOST) Referendum and Intergovernmental Agreements with the Municipalities, conditioned upon Board of Commissioners' approval of the Referendum and Intergovernmental Agreements.

### **BACKGROUND**

Subject to public referendum, Georgia law allows the County to adopt a SPLOST. The law further authorizes the County to enter into an intergovernmental agreement (IGA) with qualified Municipalities within the County, governing the priority of projects anticipated to be funded, the distribution of funds to the Municipalities, and for other enumerated purposes. The IGA incorporates both the County's and Municipalities' lists of proposed projects in a published SPLOST Program Book. The SPLOST Program Book provides voters with descriptions of all proposed SPLOST Projects prior to the vote on the Referendum. If the Board of Commissioners approve the revised attached SPLOST Renewal Proposed Project List, it will be included in the SPLOST Program Book and attached to the IGA.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the revised Cobb County SPLOST Renewal Proposed Project List for inclusion in the 2022 Special Purpose Local Option Sales Tax (SPLOST) Referendum and Intergovernmental Agreements with the Municipalities, conditioned upon Board of Commissioners' approval of the Referendum and Intergovernmental Agreements.

**ATTACHMENTS**

1. SPLOST Renewal Proposed Projects\_06012020

# SPLOST RENEWAL 2022 PROPOSED PROJECTS

## TIER 1

### PUBLIC SAFETY AGENCY

**\$82,000,000.00**

<b>District</b>	<b>POLICE - OTHER</b>	<b>\$ 18,000,000.00</b>
3	Police Department Headquarters – Additional funding for remodeling, move in and storage garage	
4	Police Training Center/Firing Range	
	<b>POLICE - PRECINCTS</b>	<b>\$10,000,000.00</b>
All	Patrol Vehicles – continued vehicle replacement	
	<b>E-911</b>	<b>\$14,000,000.00</b>
	New 911 Center	
	<b>800MHz</b>	<b>\$16,000,000.00</b>
All	Radio Equipment Replacement	
	<b>FIRE</b>	<b>\$24,000,000.00</b>
1	Fire Training Renovation	
3	Fire Station #12	

### SUPPORT SERVICES AGENCY

**\$27,150,000.00**

<b>District</b>	<b>INFORMATION SERVICES</b>	<b>\$ 17,000,000.00</b>
All	<b>Technology Instructure</b>	<b>\$6,000,000.00</b>
	Includes replacement of aging foundational technology infrastructure	
All	<b>Cyber Security</b>	<b>\$2,000,000.00</b>
	Cyber security tools and technologies	
All	<b>Digital Government/Smart Community</b>	<b>\$9,000,000.00</b>
	Includes modernizing and replacing business applications and systems	
	<b>PROPERTY MANAGEMENT</b>	<b>\$10,150,000.00</b>
	Equipment – Security, Life Safety, HVAC, Elevators, Generators	
	Roofs	
	Exteriors/Grounds/Signage	
	Interiors	

## SPLOST RENEWAL 2022 PROPOSED PROJECTS

### COUNTY WIDE PROJECTS

**\$46,000,000.00**

<b>District</b>	<b>PUBLIC SAFETY</b>	<b>\$22,000,000.00</b>
	<b>800MHz</b>	<b>\$7,000,000.00</b>
	2 Radio Towers – Additional towers and/or replacement of existing towers	
	<b>ANIMAL SERVICES</b>	<b>\$15,000,000.00</b>
	Facility	
	<b>SUPPORT SERVICES</b>	<b>\$24,000,000.00</b>
	<b>INFORMATION SERVICES - JUDICIAL</b>	<b>\$18,000,000.00</b>
3	Judicial Technology	
	<b>INFORMATION SERVICES - SHERIFF</b>	<b>\$6,000,000.00</b>
All	Digital Government- Access Control System for Adult Detention Center	

### SHERIFF'S OFFICE

**\$4,000,000.00**

	Exterior Maintenance	\$4,000,000.00
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### PUBLIC SERVICES AGENCY

**\$ 27,850,000.00**

<b>District</b>	<b>LIBRARIES</b>	<b>\$ 3,850,000.00</b>
	Video Surveillance Cameras - to promote safety of customers, staff and community; protect County property; identify persons breaking the law	
2	Lewis A Ray Library & Vinings Library	
1	Stratton Library and Kemp Library, West Cobb Regional Library	
3, 4	Mountain View Library, South Cobb Regional Libraries	
	<b>PARKS</b>	<b>\$24,000,000.00</b>
	<b>Technology, Life Safety and Security Improvements</b>	<b>\$750,000.00</b>
1	Big Shanty Park, Corps of Engineers, Fair Oaks Park/Recreation Center	
2	Hyde Farm, Sewell Mill Park	
3	The Art Place	
4	Mable House Complex, Silver Comet Fontaine Road	
All	Technology Improvements - County Wide – projects as needed	

## SPLOST RENEWAL 2022 PROPOSED PROJECTS

<b>PARKS Continued</b>		
	<b>Building Renovations and Improvements</b>	\$4,500,000.00
1	Big Shanty Park - the Art Station, Fair Oaks Park/Recreation Center, Lost Mountain Park, Pitner Road Park	
2	Fullers Park, Sewell Park, Terrell Mill Park	
3	Central Aquatics Center, Gymnastics Center, Mountain View Aquatic Center, Noonday Creek Park	
4	South Cobb Aquatic Center, West Cobb Aquatic Center, Ron Anderson Recreation Center, Wild Horse Creek Park	
	<b>Synthetic Turf Conversions of Athletic Fields</b>	\$7,480,000.00
1	Hubert Soccer Complex, Lost Mountain Park	
2	Terrell Mill Park	
4	Mud Creek Soccer Complex, Wallace Park	
	<b>Electrical, Lighting Upgrades in Parks and Facilities</b>	\$3,430,000.00
1	Hubert Soccer Complex	
2	Fullers Park	
3	Central Aquatic Center, Mountain View Aquatic Center, Sandy Plains Park	
4	Mud Creek Soccer Complex, South Cobb Complex	
	<b>Mechanical System Replacement</b>	\$3,420,000.00
3	Gymnastics Center, Mountain View Aquatic Center	
4	South Cobb Aquatic Center, West Cobb Aquatic Center	
All	Mechanical Systems – County Wide: replace as needed	
	<b>Paving in Various Parks</b>	\$1,000,000.00
1	Fair Oaks Park/Recreation Center	
2	East Cobb Park, Fullers Park, Terrell Mill Park	
4	Hurt Road Park	
All	Paving Replacement – County Wide: Replace and restripe as needed	
	<b>Park Amenities</b>	\$500,000.00
1	Al Bishop Softball Complex	
2	East Cobb Park	
4	Silver Comet Trail, Tramore Park, Wallace Park	
All	Amenity Replacement – County Wide: Replace items as needed	
	<b>Site, Erosion, Ponds, Lake &amp; Dam Improvements</b>	\$500,000.00
1	Lost Mountain Park	
2	Rhyne Park	
4	Wild Horse Creek Park	
	<b>Subsurface Infrastructure</b>	\$1,500,000.00
All	County Wide: Replace or repair as needed	
	<b>Park and Facility Signage</b>	\$920,000.00
All	County Wide: Replace in various parks	

## SPLOST RENEWAL 2022 PROPOSED PROJECTS

**DOT**

**\$ 329,867,822.00**

District	Project/Description	
All	Resurfacing – Pavement preservation and rehabilitation (OCI-60)	\$213,067,822.00
All	Bridges – Replace, repair, rehabilitate deficient bridges	\$13,800,000.00
All	Drainage Systems – Replacement of failed drainage systems	\$10,350,000.00
All	School Zone Improvements – Operational/safety improvements around schools	\$4,140,000.00
All	Federal, State, Local Match – Funds used to match outside funding sources	\$25,000,000.00
All	Traffic Management, Traffic Signal Timing and Planning - Transportation technology and planning	\$23,115,000.00
All	Facilities - Traffic Operations - Replace signal and sign shops	\$3,100,000.00
All	Transit Capital Improvements - Marietta Maintenance Facility	\$4,600,000.00
All	Sidewalk Improvements - ADA improvements and sidewalk construction	\$11,500,000.00
1	Old Stilesboro Rd at County Line Rd – Realign intersection	\$2,840,000.00
1	Due West at Antioch – Intersection Improvement	\$2,960,000.00
2,3	<del>Post Oak Tritt Rd at Holly Springs Rd – Intersection Improvement</del>	<del>\$3,910,000.00</del>
<b>2,3</b>	<b>Holly Springs Road Corridor Improvements</b>	<b>\$3,910,000.00</b>
2	Cumberland Pkwy Safety Improvements (Paces Walk to Paces Ferry Road)	\$370,000.00
2	Church Rd / Plant Atkinson at N Church Ln – Hill cut and add turn lanes	\$2,645,000.00
3	Shallowford Rd at Gordy Pkwy (W) - Intersection Improvement	\$700,000.00
3	Canton Rd Corridor Improvements	\$2,415,000.00
4	E/W Connector Corridor Improvements	\$670,000.00
4	Riverside Pkwy at White Rd – Add LT lanes SB and EB	\$1,465,000.00
4	S Gordon Rd at Pisgah Rd – Intersection Improvement	\$3,220,000.00

### MUNICIPALITY - JOINT PROJECTS

**\$18,000,000.00**

	<b>Acworth</b>	<b>\$3,000,000.00</b>
	<b>Austell</b>	<b>\$3,000,000.00</b>
	<b>Kennesaw</b>	<b>\$3,000,000.00</b>
	<b>Marietta</b>	<b>\$3,000,000.00</b>
	<b>Powder Springs</b>	<b>\$3,000,000.00</b>
	<b>Smyrna</b>	<b>\$3,000,000.00</b>

# SPLOST RENEWAL 2022 PROPOSED PROJECTS

## COMMUNITY IMPACT PROJECTS

**\$32,000,000.00**

District	Project/Description	
1	Kemp Family Park – Parking, Trails, Restroom	\$1,000,000.00
1	Price Park – Bridge, Parking	\$1,000,000.00
1	Al Bishop Complex – LED Conversion, Synthetic Turf Fields	\$1,750,000.00
1	Lost Mountain Complex – LED Conversion, Synthetic Turf Fields	\$2,172,000.00
1	Big Shanty Park – Additional Parking at Art Station/Tennis Courts	\$300,000.00
1	Ward Recreation Center – Interior & Exterior Renovations	\$750,000.00
1	Cobblestone Golf Course – Cart Path Repair/Replacements	\$250,000.00
1	North Cobb Regional Library – Project Completion Items	\$200,000.00
1	North Cobb Senior Center – Covered Walkway & Portico	\$200,000.00
1	Senior Wellness Center – Art Room Exhaust Fans	\$100,000.00
1	Senior Wellness Center – Lobby Renovations	\$100,000.00
1	Senior Wellness Center – Parking Lot Reconfiguration	\$100,000.00
1	West Cobb Senior Center – Kitchen & Restroom Renovations	\$78,000.00
2	Tritt Property	\$8,000,000.00
3	Repurpose Shaw Park – Includes Gritters Library and Northeast Cobb Community Center	\$4,000,000.00
3	Ebenezer Downs	\$3,000,000.00
3	Veterans Memorial	\$1,000,000.00
4	Public Health Facility	\$1,750,000.00
4	Indoor Track	\$2,450,000.00
4	Osborne Recreation Center	\$2,000,000.00
4	Ewing Road Sidewalk	\$800,000.00
4	Schaffer Road Sidewalk	\$350,000.00
4	Mable House Outdoor Restroom	\$100,000.00
4	Powder Springs Park	\$100,000.00
4	Bartlett Park	\$100,000.00
4	Furr Park	\$100,000.00
4	Henderson Park	\$100,000.00
4	Heritage Park	\$100,000.00
4	Hollydale Gateway Sign Replacement	\$50,000.00

## SPLOST RENEWAL 2022 PROPOSED PROJECTS

**TIER 2** (Projects to be completed should revenues exceed projections)

<b>ADDITIONAL DOT PROJECTS</b>		
<b>District</b>	<b>Project/Description</b>	
All	Resurfacing – Pavement preservation and rehabilitation (OCI-60)	\$14,638,172.13
All	Federal, State, Local Match – Funds used to match outside funding sources	\$16,400,000.00

<b>ADDITIONAL COMMUNITY IMPACT PROJECTS</b>		
<b>District</b>	<b>Project/Description</b>	
1	Al Bishop Complex – additional funding for LED Conversion, Synthetic Turf Infields	\$475,000.00
1	Ward Recreation Center - additional funding for Interior & Exterior Renovations	\$475,000.00
1	Lost Mountain Road at Amberton/Oakleigh – North and South Bound Turn Lane	\$2,300,000.00
2	Library Improvements	\$1,000,000.00
2	Police Precinct Upgrades	\$2,250,000.00
3	Repurpose Shaw Park – additional funding	\$1,000,000.00
3	DOT Projects – Includes Sidewalks, Resurfacing and Intersection Improvements for District 3	\$2,250,000.00
4	Public Health Facility – additional funding	\$250,000.00
4	Median, Streetscape, Pocket Park Improvements	\$1,000,000.00
4	Indoor Track – additional funding	\$2,000,000.00





**BOC Chair**

Michael H. Boyce, Chairman

Districts All

**Item No. 39.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** June 9, 2020

**PURPOSE**

To approve an Intergovernmental Agreement with the Municipalities within the County for the payment of various Municipal Improvement Funds anticipated to be generated by the 2022 Special Purpose Local Option Sales Tax (SPLOST) and other purposes.

**BACKGROUND**

Subject to public referendum, Georgia law allows the County to adopt a SPLOST. The law further authorizes the County to enter into an intergovernmental agreement (IGA) with qualified Municipalities within the County, governing the priority of projects anticipated to be funded, the distribution of funds to the Municipalities, and for other enumerated purposes. On May 26, 2020, the Board approved the Cobb County SPLOST Renewal Proposed Project List for inclusion in the SPLOST Referendum and IGA with the Municipalities, conditioned upon Board approval of the Referendum and IGA at a subsequent meeting. The IGA must be entered into prior to the Board's resolution to impose the SPLOST and the call for the election.

The 6-year distribution to the Cities based on \$750 million in total SPLOST receipts is as follows:

	6 Years
SPLOST Collections	\$750,000,000.00
County-Wide Projects	\$ 46,000,000.00
Amount Available for County/City Split	\$704,000,000.00
Allocated	
Cities (26.013%)	\$183,132,178.13
County (73.987%)	\$520,867,821.87
Total SPLOST Allocated Dollars	\$704,000,000.00

Cities Population (2018 Population Estimate US Census Bureau

	Population	% Total	6 Years
Acworth	22,642	2.992%	\$21,060,516.74
Austell	7,180	0.949%	\$ 6,678,496.17
Kennesaw	34,172	4.515%	\$ 31,785,177.01
Marietta	60,806	8.034%	\$ 56,558,863.21
Powder Springs	15,378	2.032%	\$ 14,303,887.75
Smyrna	56,706	7.492%	\$ 52,745,237.26
Total Municipal Population	196,884	26.013%	\$183,132,178.13

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve an Intergovernmental Agreement between Cobb County and the Municipalities within the County for the payment of various Municipal Improvement Funds anticipated to be generated by the 2022 Special Purpose Local Option Sales Tax (SPLOST) and other purposes, and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. IGA\_2022\_SPLOST\_w\_Exhibits

STATE OF GEORGIA )  
 )  
COUNTY OF COBB )

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022 SPECIAL  
PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Agreement”), by and between Cobb County, a political subdivision of the State of Georgia (the “County”), and the City of Acworth, The City Austell, the City of Kennesaw, The City of Marietta, The city of Powder Springs and the City of Smyrna, municipal corporations of the State of Georgia (The “Municipalities”, individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. §48-8-110 *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 26<sup>th</sup> day of June, 2019 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act, and have agreed to responsibilities and services to be performed for the benefit of the other.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

**Section 1. Representations and Mutual Covenants**

- A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:
  - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
  - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 3<sup>rd</sup> day of November, 2020 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Cobb County for a period of 24 quarters, commencing on the 1<sup>st</sup> day of January, 2022, to raise an estimated \$ 750,000,000.00 to be used for funding the projects specified in Exhibit A<sup>1</sup> attached hereto and specifically made a part hereof.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A § 48-8-110(4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with *O.C.G.A. § 48-8-110 et seq.* and all provisions of this Agreement shall be construed in light of *O.C.G.A. § 48-8-110 et seq.*

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Tier 1 of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement and Exhibit A.

E. During the term of this Agreement, the County and Municipalities agree that each approved SPLOST facility associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private

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<sup>1</sup> Exhibit A is a list of Projects anticipated to be funded with SPLOST proceeds; Tier 1 includes projects anticipated to be fully funded based on projected estimated costs, while Tier 2 is a list of projects to be implemented only if proceeds of the tax collected exceed the projected estimated costs of all Tier 1 projects. Any references to Exhibit A shall mean both tiers unless otherwise specified.

ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed additional SPLOST funds for use by the original recipient (County/Municipality or may be disposed of as provided by other applicable law.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures thereof for each project undertaken by the county or respective Municipality as required by State Law and to fulfill the terms of this Agreement as more fully set forth in Section 11 hereof.

**Section 2. Conditions Precedent**

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on November 3, 2020, shall continue for a period of six (6) years with collections beginning on January 1, 2022.

**Section 4. Effective Date and Term of This Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of same; or
- (iii) The completion of all projects described in Exhibit A, Tier 1 where actual SPLOST Proceeds are adequate to complete such projects, and those projects actually undertaken with SPLOST funds in Exhibit A, Tier 2.

**Section 5. County SPLOST Fund: Separate Accounts; No Commingling**

A. A special fund or account shall be created by the County and designated as the 2022 Cobb County Special Purpose Local Option Sales Tax Fund (the "County SPLOST Fund"). The County

shall select a bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2022 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Any investment by the County or any Municipality of SPLOST funds shall be in accordance with O.C.G.A. §36-80-3 and other applicable law.

#### **Section 6. Procedure for Disbursement of SPLOST Proceeds**

A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the County SPLOST Fund and disburse said funds as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the County SPLOST Fund, shall disburse the SPLOST proceeds to each Municipality on a monthly basis within ten (10) days of receipt of funds from the State Department of Revenue on a schedule as follows:

- (i) The total of each month's revenue received from the State will be reduced by the projected costs of certain County-wide capital outlay project costs as identified on Exhibit A, and such amount shall remain in the County SPLOST Fund.
- (ii) Of the remaining monthly revenue, 26.01% will be disbursed to the Municipalities based upon the ratio that the population of each municipality bears to the total population of the County per the 2018 US Census Estimated projections, and 73.99 % shall remain in the County SPLOST fund<sup>2</sup>.
- (iii) For projects that are to be jointly carried out between the County and a Municipality ("Joint Projects"), where the County is the sponsoring agency, additionally and prior to the disbursement set forth in subsection (ii) above, the County will retain that portion of the distribution related

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<sup>2</sup> Attached hereto and specifically made a part hereof is Exhibit B which, for illustrative purposes only, provides an Estimated Disbursement Schedule based on anticipated SPLOST revenues.

to the joint project cost of the involved Municipality's agreed upon share of the Joint Project, as project costs are incurred. If the Municipality is the sponsoring agency, the County will disburse to the involved Municipality that portion of the County's share of the Joint Project at the same time of the disbursement set forth in subsection (ii) above, as project costs are incurred. Joint Projects and the relative sponsorship of each is noted on Exhibit A.

- (iv) The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor municipality would otherwise be entitled. In either event, the projects of such defunct Municipality as listed in Exhibit A, Tier 1 will be funded by the County with and to the extent of the Municipality's available share of SPLOST proceeds. In the event that a qualified municipality shall come into existence after the date of this Agreement, such municipality shall not be entitled to share the SPLOST proceeds.

D. Should the County or any Municipality obtain additional funding from sources other than SPLOST for funding of projects included in the SPLOST project list, the SPLOST funds not expended may be shifted to the funding of other projects included in Exhibit A, Tier 1, unless the SPLOST proceeds collected plus the additional funding referenced herein exceed the projected estimated costs of all Tier 1 projects when, in such event, said funds may be expended on projects included in Exhibit A, Tier 2.

## **Section 7. Projects**

All County and Municipality capital outlay projects anticipated to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Tier 1 which is attached hereto and made part of this Agreement. Exhibit A, Tier 2 contains a list of projects to be implemented only if SPLOST tax proceeds are available after funding of all of the projects listed in Exhibit A, Tier 1 at their estimated costs.

## **Section 8. Priority and Order of Project Funding; Joint Project Funding**

A. Priority of Funding.

SPLOST proceeds shall be distributed to the Municipalities in accordance with Section 6. B. of this Agreement. Exhibit A shows the priority or order in which Municipal projects will be fully or partially funded. Except as provided in Paragraph B of this Section and Paragraph C of Section 9 of this Agreement, any change to the priority in which Municipality projects will be funded, funding participation for Joint Projects, or schedule affecting any particular Municipality, shall be accomplished by a memorandum of understanding between the County and the affected Municipality.

B. Joint Project Funding.

(i) In the event that a Joint Project is undertaken jointly by the County and a Municipality and said project has a funding overage or underage, the savings or shortfall shall be shared in a manner proportionate to the scheduled contribution of each. The sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

(ii) In the event of a funding shortfall, however, the affected parties shall enter into a memorandum of understanding with respect to the particular project prior to any additional funds being committed or expended. The County and Municipalities acknowledge that project budgets to be shared by the Joint Project participants have been established based on planning level estimates. Potentially, during design, real or personal property procurement, and/or construction, circumstances may arise that impact the initial estimated budget. Unless the involved participants agree to jointly allocate additional funds, or one participant agrees to unilaterally allocate additional funds, the involved Parties agree the Joint Project will have to be managed or modified to meet the initial estimated budget, unless the Joint Project is jointly determined to be infeasible. If the Joint Project is deemed infeasible, the sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

**Section 9. Completion of Projects**

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities reserve the right to modify their estimated projects budgets as circumstances dictate.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Tier 1, unless all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, at which time the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a county project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which the County is entitled.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Tier 1, unless all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, at which time the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a municipal project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which such Municipality is entitled.

D. The County and Municipalities agree that, to the extent reasonably possible, each approved SPLOST project associated with this Agreement is anticipated to be completed or substantially completed within ten years of the termination of the SPLOST, excepting those projects for which circumstances exist which prevent such timely completion, including lack of total funding. The



County and Municipalities retain their discretion to make decisions that fall within the authorization of the SPLOST referendum and law, including but not limited to making adjustments in the plans and budgets for approved projects made necessary by changing circumstances, and making determinations as to whether a project remains feasible. There shall be no obligation on the part of the County or the Municipalities to fund or construct the projects listed in Exhibit A, Tier 2 as those projects are included for the limited purpose of being able to utilize any SPLOST funds collected in excess of the budgeted amounts for all Exhibit A, Tier 1 projects, if such become available pursuant to the terms of this Agreement.

E. To the extent SPLOST receipts as allocated pursuant to Section 6 of this Agreement exceed the amounts needed to complete all County and Municipality projects described in Exhibit A, Tier 1 and Tier 2, such proceeds shall be distributed to the County and among the Municipalities in the same percentages as specified in Section 6. B.(ii) herein.

**Section 10. Expenses**

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. The County shall be entitled to retain any interest accruing on SPLOST funds held by the County in the County SPLOST Fund, and each Municipality shall be entitled to retain any interest on SPLOST funds held by the Municipality in its Municipal SPLOST fund. Interest on SPLOST funds shall only be used to fund approved SPLOST projects.

**Section 11. Audits; Reports; Indemnification**

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and each Municipal SPLOST fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48- 8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide to the County Comptroller and the County shall provide to the Municipal Finance Officer no later than 180 days of the close of each Municipality's and County's fiscal year an audited report.

C. The County and each Municipality shall comply with the reporting requirements of O.C.G.A. §48-8-122. Under said provision, not later than December 31 of each year, the governing authority of each County and Municipality receiving any SPLOST proceeds shall publish annually, in a newspaper of general circulation in the boundaries of such local government, a simple, nontechnical report which shows for each project or purpose in the resolution or ordinance calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. In the case of road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge project. The report shall also include a statement of what corrective action the local government intends to

implement with respect to each project which is underfunded or behind schedule and any excess proceeds which have not been expended for a project or purpose.

D. In addition to the legal reporting requirements set forth in O.C.G.A. § 48-8-122, the Municipalities will provide documentation to the County and the 2022 One Percent Sales Tax Citizens' Oversight Committee annually verifying that the Municipalities projects included in the 2022 SPLOST are being administered in accordance with applicable law and that no SPLOST funds are being utilized for purposes other than those allowed.

E. The County and the Municipalities shall each be responsible for its own compliance with applicable laws and the provisions of this Agreement, and for any agreements, contracts, and expenditures related in any manner to this Agreement and the SPLOST proceeds, and shall indemnify and hold harmless all other parties to this Agreement from any claims, damages, fines or penalties filed, incurred, or assessed related to same.

**Section 12. Notices**

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

*See  
Exhibit  
C*

**Section 13. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST and services rendered for the benefit of and on behalf of all parties. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2022 SPLOST funds.

**Section 14. Amendments**

Except as provided in Section 8., this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

**Section 15. Governing Law**

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

**Section 16. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid

or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**Section 17. Compliance with Law**

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

**Section 18. No Consent to Breach**

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.

**Section 19. Counterparts**

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

**Section 20. Dispute Resolution**

A. The County and Municipalities acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Section. The County and Municipalities do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Section.

B. Request for Clarification: In the event of an issue or question by the County or any Municipality regarding any aspect of this Agreement, the parties involved shall attempt to resolve that issue or answer that question amicably before proceeding to legal remedies. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation. The parties agree that the request for clarification and any responses thereto should be completed no later than 30 calendar days after the request for clarification is made.

C. Escalation: In the event that a request for clarification pursuant to Paragraph B above does not result in a mutually agreeable solution to the dispute, either the County or Municipality shall have the right to have the other party appoint a designated representative that has authority to settle the dispute (or recommend to its governing body such settlement) and that is at a higher level of management than the person with direct responsibility for administration of this Agreement to communicate with an equal-leveled representative of the requesting party.

D. Mediation: Any claim, controversy or dispute between the County and Municipality(ies) that cannot be settled through negotiation or pursuant to Paragraph B or C above, may be resolved through non-binding mediation. If the County and Municipality agree to submit the dispute to non-binding mediation, the following mediation provisions shall apply: (I) the parties shall agree to a mediator

who is engaged in the practice of law; (2) if the parties cannot agree on who the mediator will be, the County Manager and the City Manager of the Municipality involved in the dispute, or if there is more than one Municipality involved in the dispute, the City Manager unanimously designated to represent all of said Municipalities will agree on a mediator; (3) the mediation shall take place within 30 days after agreement on the mediator; and (4) each party participating in the mediation shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the mediator.

E. Alternative Remedies: Notwithstanding the provisions of this Section, any party may seek any available remedy at law or equity upon a breach of this Agreement, and nothing contained herein shall be a prerequisite to seeking of such relief.

F. Waiver: The exercise of any of the remedies set forth in this Section shall not limit or constitute a waiver of the County's or Municipalities' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing.

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

By: \_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

Attest:

By: \_\_\_\_\_  
Pamela L. Mabry, Clerk  
Cobb County Board of Commissioners

SEAL

**CITY OF ACWORTH**

By: \_\_\_\_\_  
Tommy Allegood

Attest:

By: \_\_\_\_\_  
Clerk

SEAL

**CITY OF AUSTELL**

By: \_\_\_\_\_  
Ollie Clemens, Jr., Mayor

Attest:

By: \_\_\_\_\_  
Clerk

SEAL

**CITY OF KENNESAW**

By: \_\_\_\_\_  
Derek Easterling, Mayor

Attest:

By: \_\_\_\_\_  
Clerk

SEAL

**CITY OF MARIETTA**

By: \_\_\_\_\_  
R. Steve Tumlin Jr., Mayor

Attest:

By: \_\_\_\_\_  
Clerk

SEAL



**CITY OF POWDER SPRINGS**

By: \_\_\_\_\_  
Al Thurman, Mayor

Attest:

By: \_\_\_\_\_  
Clerk

SEAL

**CITY OF SMYRNA**

By: \_\_\_\_\_  
Derek Norton, Mayor

Attest:

By: \_\_\_\_\_  
Clerk

SEAL

# EXHIBIT A

TRANSPORTATION  
PUBLIC SAFETY  
PARKS • LIBRARIES  
FACILITIES & TECHNOLOGY



**2022 COBB  
SPLOST  
RENEWAL**  
*Moving Cobb Forward*

[www.CobbSPLOST2022.org](http://www.CobbSPLOST2022.org)



Cobb County's Board of Commissioners has approved a referendum for a one-cent special purpose local option sales tax (SPLOST) that will fund facilities, technology, public services, public safety and transportation. If approved by the voters on November 3, 2020 the tax will be collected from January 1, 2022 to December 31, 2027.

This is an official publication of  
the Cobb County Board of Commissioners

Mike Boyce, Chairman  
Keli Gambrill, District One  
Bob Ott, District Two  
JoAnn Birrell, District Three  
Lisa Cupid, District Four

Dr. Jackie R. McMorris, County Manager

## A VOTER APPROVED 1% LOCAL SALES TAX WILL PROVIDE FUNDING TO:

- Reduce traffic congestion
- Repave roadways and repair bridges
- Enhance training resources for public safety
- Improve technology infrastructure and enhance cyber security
- Update recreation facilities, electrical & lighting upgrades
- Improve security at county facilities

**Moving Cobb Forward**



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# COBB 2022 SPLOST RENEWAL OVERVIEW

This document outlines Cobb County's 2022 Special Purpose Local Option Sales Tax (SPLOST) Renewal program. It briefly describes the purpose of each capital improvement and the *anticipated* corresponding funding. The SPLOST Renewal Program has been developed to address the immediate public safety, transportation, public services (parks, libraries, and senior centers) and support services (facilities and technology) needs that affect the future of Cobb County. If approved by Cobb County voters in November 2020, SPLOST sales tax collection for this program will begin on January 1, 2022 and end on December 31, 2027.

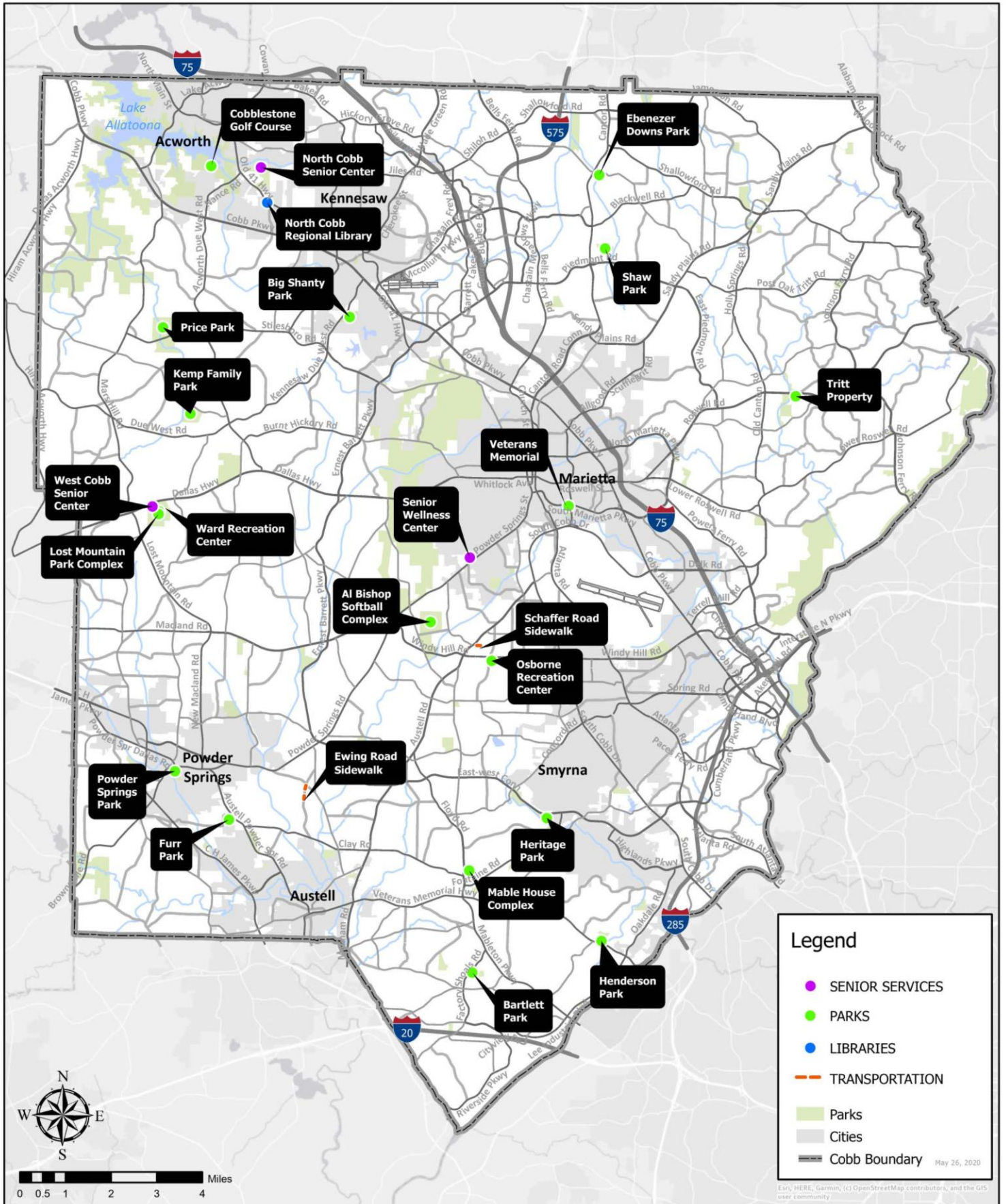
The Cobb 2022 SPLOST Renewal Program of projects includes "Tier 1" and "Tier 2" categories. Tier 2 projects will be implemented only if SPLOST revenues exceed projections and tax proceeds are available after the funding of all of the Tier 1 projects at their estimated costs.

## Projected SPLOST Collection over 6 Years: \$ 750,000,000

	<b>Tier 1 Projects</b>	<b>Estimated Costs</b>
1	Countywide Projects	\$ 46,000,000.00
2	Sheriff's Office	\$ 4,000,000.00
3	Community Impact Projects	\$ 32,000,000.00
4	Public Safety	\$ 82,000,000.00
5	Transportation	\$ 329,867,821.87
6	Public Services (Libraries, Parks & Community Centers)	\$ 27,850,000.00
7	Support Services (Information Services & Property Management)	\$ 27,150,000.00
8	City SPLOST Allocation	\$ 183,132,178.13
9	Joint Project Allocations with Cities - \$ 3M per city	\$ 18,000,000.00
	<b>Tier 2 Projects</b>	<b>Estimated Costs</b>
10	Additional County Projects Additional City Projects (listed in Appendix A)	\$ 44,038,172.13

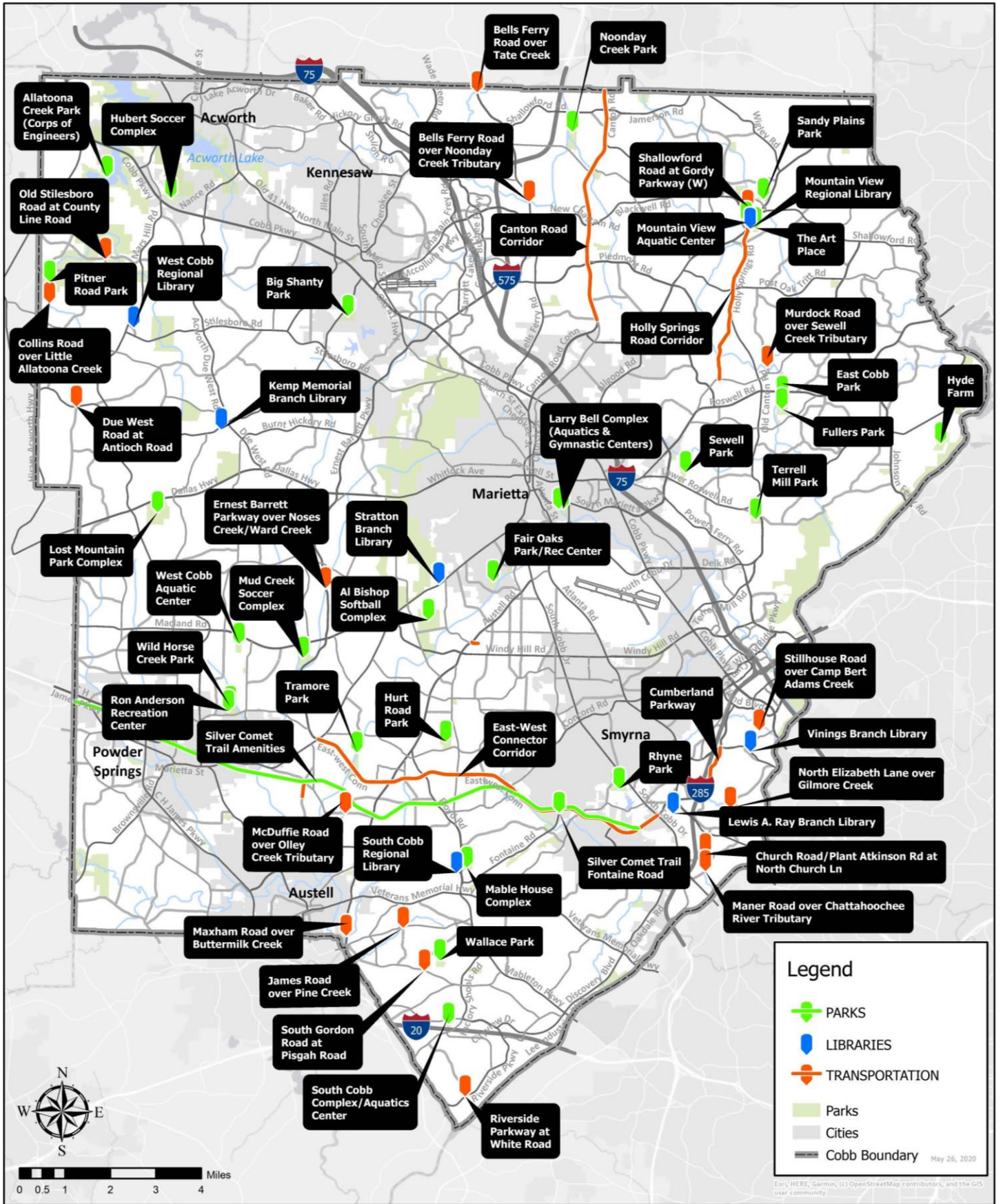
The maps on the following pages depict "mappable" Tier 1 county projects that have a defined geographic location.

# Tier 1 Projects – Community Impact Projects





# Tier 1 Projects – DOT & Public Services



# 1. COUNTYWIDE IMPROVEMENTS

Total Estimated Project Costs: \$ 46,000,000

Countywide improvements include capital projects for the use or benefit of the citizens of the entire county, including residents of the six cities located within the county.

## 1.1 New 800 MHz Radio Towers

District	Project	Estimated Project Cost
ALL	New 800 MHz Radio Towers	\$ 7,000,000.00

### Project Description & Justification

SPLOST funds will be used to replace or repair existing radio towers and/or build two new 800 MHz radio towers. This will increase radio coverage throughout the county, making the 800 MHz radio system more effective in identified trouble areas.

## 1.2 New Animal Services Facility

District	Project	Estimated Project Cost
ALL	New Animal Services Facility	\$ 15,000,000.00

### Project Description & Justification

SPLOST funds will be used for a new animal shelter to accommodate a growing animal population and provide much needed upgrades to kennels, facilities, and other veterinary services.

### 1.3 Improvements to Judicial Technology

District	Project	Estimated Project Cost
ALL	Improvements to Judicial Technology	\$ 18,000,000.00

#### Project Description & Justification

SPLOST funds will be used to make technology improvements within the judicial offices. Modern technology permits courts to improve the administration of justice, enhance efficiencies, and meet the technology expectations of today's court participants and taxpayers.

### 1.4 Adult Detention Center Access Control System Replacement

District	Project	Estimated Project Cost
ALL	Adult Detention Center Access Control System Replacement	\$ 6,000,000.00

#### Project Description & Justification

SPLOST funds will be used to replace the outdated access control system located at the Adult Detention Center, allowing the county to maintain industry standards.

## 2. SHERIFF'S OFFICE

Total Estimated Project Costs: \$ 4,000,000

District	Project	Estimated Project Cost
ALL	Exterior Maintenance	\$ 4,000,000.00

### Project Description & Justification

SPLOST funds will be used for upgrades and restorations to existing Sherriff's Office facilities, such as the 97 building and Work Release building. This project includes items such as roof replacements/restoration, exterior revitalizations, and other repairs to buildings, fencing, signage, lighting and posts.

## 3. COMMUNITY IMPACT PROJECTS

Total Estimated Project Costs: \$ 32,000,000

Community Impact Projects (CIP) are special projects identified by each District Commissioner that address district-specific needs previously expressed by residents and community input. These projects will be implemented and managed by the identified county agency.

### 3.1 Public Services Community Impact Projects

Below is a list of projects identified as Community Impact Projects (CIP) to be implemented by Public Services. A project description, justification, and estimated project cost for each Public Services CIP is included in Section 6.12 of this document.

District	Project	County Agency
1	Kemp Family Park	Public Services
1	Price Park	Public Services
1	Al Bishop Complex	Public Services
1	Lost Mountain Complex	Public Services
1	Big Shanty Park	Public Services
1	Ward Recreation Center	Public Services
1	Cobblestone Golf Course	Public Services
1	North Cobb Regional Library	Public Services
1	North Cobb Senior Center	Public Services
1	Senior Wellness Center	Public Services
1	West Cobb Senior Center	Public Services
2	Tritt Property Acquisition	Public Services
3	Shaw Park Repurpose	Public Services
3	Ebenezer Downs	Public Services
3	Veterans Memorial	Public Services
4	Indoor Track	Public Services

District	Project	County Agency
4	Osborne Recreation Center	Public Services
4	Mable House Outdoor Restroom	Public Services
4	Powder Springs Park	Public Services
4	Bartlett Park	Public Services
4	Furr Park	Public Services
4	Henderson Park	Public Services
4	Heritage Park	Public Services

### 3.2 DOT Community Impact Projects

Below is a list of projects identified as Community Impact Projects to be implemented by Cobb DOT. A project description, justification, and estimated project cost for each DOT CIP is included in Section 5.11 of this document.

District	Project	Agency
4	Ewing Road Sidewalk	DOT
4	Schaffer Road Sidewalk	DOT
4	Hollydale Gateway Sign Replacement	DOT

### 3.3 Support Services Community Impact Projects

Below is a list of projects identified as Community Impact Projects to be implemented by Support Services. A project description, justification, and estimated project cost for each Support Services CIP is included in Section 7.5 of this document.

District	Project	County Agency
4	Public Health Facility	Support Services

## 4. PUBLIC SAFETY

**Total Estimated Project Costs: \$ 82,000,000**

Cobb County Department of Public Safety provides 911 services, animal services, emergency management services, and police and fire assistance to residents throughout the county.

Due to the need for extreme fiscal restraint over the past several years of economic difficulties, capital improvement projects have been deferred. As a result, it is necessary to invest in updating and replacing facilities/equipment to attract and retain employees, taking advantage of technologies that improve performance, and improving efficiency through consolidation of facilities and operations.

Key steps to improve the effectiveness, safety and efficiency of the Cobb County Department of Public Safety include:

- Provision of adequate training facilities to service all public safety disciplines
- Improving facilities to provide adequate workspace, consolidation of processes, consolidation of workforce, energy efficiency and technological improvements
- Implementing new technologies to enhance communication, improve processes both internally and for the citizens served, and to ensure reliable service delivery
- Allocation and deployment of resources to sustain the response capability throughout the county

### 4.1 Police Headquarters & Training Center

District	Project	Estimated Project Cost
ALL	Police Headquarters & Training Center	\$ 18,000,000.00

#### Project Description & Justification

SPLOST funds will be used to construct an indoor firing range and additional infrastructure not covered under the 2016 SPLOST project.

## 4.2 Police Vehicle Replacement

District	Project	Estimated Project Cost
ALL	Police Vehicle Replacement	\$ 10,000,000.00

### Project Description & Justification

SPLOST funds will be used for the continued replacement of outdated police patrol vehicles.

## 4.3 New E-911 Call Center

District	Project	Estimated Project Cost
ALL	New E-911 Call Center	\$ 14,000,000.00

### Project Description & Justification

SPLOST funds will be used for the development of a new 911 call center to address current site-specific constraints and to conform to regulations for industry safety standards.

## 4.4 Radio Equipment Replacement

District	Project	Estimated Project Cost
ALL	Radio Equipment Replacement	\$ 16,000,000.00

### Project Description & Justification

SPLOST funds will be used for the replacement of radio equipment for Cobb County Police, Fire, Sheriff's Office, 911, and other county departments. Due to rapidly changing technology and loss of technical support, all handheld, vehicle-mounted, and desktop radios must be replaced every five to seven years.



## 4.5 Fire Facility Replacements/Renovations

District	Project	Estimated Project Cost
ALL	Fire Facility Replacements/Renovations	\$ 24,000,000.00

### Project Description & Justification

SPLOST funds will be used to replace the current 1960's era Fire Station No. 12. The new station will include more bay space for additional equipment, technology and equipment to meet the department's goal of minimizing the spread of and exposure to residual carcinogens and improve overall emergency response capacity.

SPLOST funds also will be used for infrastructure upgrades and renovations to the existing fire training complex that were not accounted for in the 2016 SPLOST. These upgrades are essential to meet the strategic goals and training needs of the department.

## 5. TRANSPORTATION

Total Estimated Project Costs: \$ 329,867,821.87

### 5.1 Roadway Resurfacing

District	Project	Estimated Project Cost
All	Roadway Resurfacing	\$ 213,067,821.87

#### Project Description

SPLOST funds will be used for resurfacing activities, including milling, patching, leveling and resurfacing of various roadways throughout the county.

#### Project Justification

The county maintains approximately 2,426 miles of roadway that deteriorate over time due to exposure to traffic and weather. Timely resurfacing prevents pavement failures, which result in more expense in the future. Despite significant annual investment in resurfacing, by 2022 more than 3,647 roads (977 centerline miles) will be in need of resurfacing.

Cobb DOT prioritizes resurfacing activities based on the condition of the roadway surface. Utility work/relocations and projects planned by Cobb DOT, Cobb County Water System, Cobb County-Marietta Water Authority, and other local or regional entities are also considered. A prioritized list of roads will be presented annually to the Cobb County Board of Commissioners for approval and implementation.

In addition, the Georgia Department of Transportation typically provides grant funding annually for local maintenance improvements. SPLOST funds allocated for roadway resurfacing will be used as matching funds for these grants. Currently, the county is required to provide a 30-percent match.

## 5.2 Bridges and Culverts

District	Project	Estimated Project Cost
ALL	Bridges & Culverts	\$ 13,800,000.00

### Project Description

SPLOST funding for bridges and culverts will fund activities to repair, rehabilitate, and replace bridges and culvert structures.

### Project Justification

Both bridges and culverts are used to provide vehicular and pedestrian travel over roadways, railroads, and streams. Several factors can contribute to the deterioration of these structures such as traffic volume, improper drainage, environmental factors, and weather conditions.

Bridges are inspected biennially by the Georgia Department of Transportation and assigned sufficiency ratings ranging from 0 to 100, and corrective actions are sometimes recommended. Smaller structures are evaluated by Cobb DOT staff for deficiencies. If deficiencies are not corrected, bridges with low sufficiency ratings will continue to deteriorate, requiring weight restrictions and potential closures.

Currently, Cobb DOT has identified 11 locations in need of repairs, rehabilitation, or replacement of bridge and culvert structures. These locations were identified based on structural investigations. Additional locations may be identified based on future inspections.

District	Location	Estimated Project Cost
3	Bells Ferry Road over Noonday Creek	\$ 2,800,000.00
1	Collins Road over Little Allatoona Creek	\$ 2,800,000.00
4	James Road over Pine Creek	\$ 2,400,000.00
1	Ernest Barrett Parkway over Noses/Ward Creek	\$ 1,200,000.00
3	Bells Ferry Road over Tate Creek	\$ 300,000.00
2	Maner Road over Chattahoochee River Tributary	\$ 300,000.00
4	Maxham Road over Buttermilk Creek	\$ 300,000.00

District	Location	Estimated Project Cost
4	McDuffie Road over Olley Creek Tributary	\$ 300,000.00
2	Murdock Road over Sewell Mill Creek	\$ 300,000.00
2	North Elizabeth Lane over Gilmore Creek	\$ 300,000.00
2	Stillhouse Road over Camp Bert Adams Creek	\$ 300,000.00
ALL	Additional locations to be determined	\$ 2,500,000.00

### 5.3 Drainage System

District	Project	Estimated Project Cost
ALL	Drainage System	\$ 10,350,000.00

#### Project Description

SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way.

#### Project Justification

Proper roadway stormwater drainage is essential to keep roads safe for the traveling public and to extend the lifespan of the county's roads and bridges. When it rains, the roadway drainage network directs stormwater into appropriate ditches, channels, and pipe systems that flow to natural streams and rivers.

Deteriorating and aging infrastructure can lead to a multitude of problems including:

- Ponding of water on roadways
- Sinkholes that damage roadway pavement and shoulders
- Localized flooding
- Erosion and sedimentation of sensitive waterways

Activities will be undertaken to address site-specific drainage issues, which may include one or more of the following: replacing failing pipes and headwalls, replacing failing catch basins, redefining drainage ditches, pipe lining and other site-specific treatments.

## 5.4 Operational & Safety Improvements

District	Project	Estimated Project Cost
ALL	Operational & Safety Improvements	\$ 21,195,000.00

### Project Description

SPLOST funds will be used to make operational and safety improvements at intersections and corridors throughout the county.

### Project Justification

Locations for operational and safety improvements have been identified using guidelines and recommendations set forth in the county's Safety Action Plan, Comprehensive Transportation Plan, and traffic engineering studies. Improvement types will be determined based on site-specific conditions, traffic patterns, crash history, economic analysis, and public input. Improvement types include, but are not limited to, signalization, roundabout construction, roadway realignment (vertical and/or horizontal), raised median construction, addition of turn lanes, pedestrian improvements, and striping modifications. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Location	Estimated Project Cost
1	Old Stilesboro Road at County Line Road	\$ 2,840,000.00
1	Due West Road at Antioch Road	\$ 2,960,000.00
2,3	Holly Springs Corridor Improvements	\$ 3,910,000.00
2	Cumberland Parkway from Paces Walk to Paces Ferry Road	\$ 370,000.00
2	Church Road Plant/Atkinson Road at N Church Lane	\$ 2,645,000.00
3	Shallowford Road at Gordy Parkway West	\$ 700,000.00
3	Canton Road Corridor Improvements	\$ 2,415,000.00
4	E/W Connector Corridor Improvements	\$ 670,000.00
4	Riverside Parkway at White Road	\$ 1,465,000.00
4	S Gordon Road at Pisgah Road	\$ 3,220,000.00

## 5.5 Sidewalk Improvements

District	Project	Estimated Project Cost
ALL	Sidewalk Improvements - locations to be determined (\$ 2,875,000 per District)	\$ 11,500,000.00

### Project Description

SPLOST funding for sidewalk improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multimodal facilities, and other congested areas.

### Project Justification

Cobb's pedestrian facilities provide safe transportation alternatives to the automobile while providing access to major activity centers, schools, parks, trails, transit stops and stations, commercial centers, shopping, and other public services.

Locations for sidewalk improvements are identified by analyzing the inventory of existing sidewalks and pedestrian facilities, and projects are prioritized based on the following factors:

- Federal and state funding availability, including the Safe Routes to Schools Program
- Providing safe access to schools (local funding)
- Filling in gaps of existing sidewalk segments
- Recommended in the Cobb Bicycle and Pedestrian Improvement Plan (BPIP)
- Community requests
- Providing connectivity and access to bus stops, activity centers, and community facilities

Depending upon costs and funding availability, sidewalk improvements may include, but not be limited to, improving, designing, and constructing sidewalks, trails, and pedestrian and bike paths along roadways, and/or the installation of pedestrian safety devices as needed, such as stamped and colorized crosswalks, flashing beacons for crosswalks, ADA compliant elements, pedestrian signage, pedestrian countdown timers, and other safety equipment. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

## 5.6 Traffic Management, Transportation Technology, & Planning

District	Project	Estimated Project Cost
ALL	Traffic Management, Transportation Technology, & Planning	\$ 23,115,000.00

### Project Description

SPLOST funding for Traffic Management, Transportation Technology, and Planning will be used to replace and upgrade the county's traffic signal infrastructure, install traffic signals at locations that satisfy traffic signal warrant(s) as established in the current version of the Manual on Uniform Traffic Control Devices, optimize the operations of the traffic system, improve the county's transportation technology systems, and develop long- and short-term planning strategies.

### Project Justification

Traffic signal systems include a variety of equipment and infrastructure that supports the safe and efficient flow of traffic including:

- poles and mast-arms
- signal heads
- signs
- controller cabinets and associated electronics/hardware
- traffic detector equipment (i.e. in-ground metal-sensing loops, overhead fixed cameras, etc.)
- changeable message signs (CMS)
- uninterrupted power supplies (UPS)
- software and server updates essential to communications and system back up

Signals and the associated electronics are exposed to harsh weather, and some support poles are reaching the end of useful life. In addition, controller failures, deficient cabinet or signal wiring, short circuits, lightning strikes, roadway maintenance or utility activities, damage resulting from vehicle contact, and time contribute to the deterioration of the traffic signal system infrastructure.

In addition, financial and environmental constraints make it more desirable and practical to relieve congestion and achieve mobility goals by traffic management and technology improvements rather than exclusively expanding the thoroughfare system through widening existing streets and adding new roads. Cobb DOT uses Advanced Transportation Management Systems (ATMS), Incident Management Systems, Integrated Corridor Management, Traffic Signal Timing, and other technologies, such as Geographic Information Systems (GIS), Program/Project/Contract management system (ProjectView), and a transportation management system (Cartegraph) to optimize the capacity and operation of the existing transportation system.

Traffic Management, Transportation Technology, and Planning provides funding for the technology systems, equipment, and services that support Cobb DOT in smarter transportation and traffic management.

<b>District</b>	<b>Project Type</b>	<b>Estimated Project Cost</b>
ALL	Traffic Signal System Preservation	\$ 3,115,000.00
ALL	Advanced Transportation Management Systems (ATMS)	\$ 4,500,000.00
ALL	Incident Management	\$ 3,000,000.00
ALL	Integrated Corridor Management	\$ 2,000,000.00
ALL	Planning Studies	\$ 2,000,000.00
ALL	Traffic Signal Timing	\$ 3,000,000.00
ALL	Traffic Signals	\$ 2,500,000.00
ALL	Transportation Technology	\$ 3,000,000.00

In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.



## 5.7 Transit Capital Improvements

District	Project	Estimated Project Cost
ALL	Transit Capital Improvements	\$ 4,600,000.00

### Project Description

SPLOST funding for Transit Capital Improvements will be used to upgrade the county's transit facilities to improve the operation and reliability of CobbLinc.

### Project Justification

As part of a larger regional transportation planning effort between the State Road and Tollway Authority (SRTA) and Cobb DOT, the existing Marietta bus transfer center facility and park-and-ride lot will be relocated to a new site to better serve flow and operations. The existing Marietta maintenance facility will be re-evaluated for possible expansion and renovation opportunities to meet current and future bus storage capacity and maintenance needs.

In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

## 5.8 School Zone Improvements

District	Project	Estimated Project Cost
ALL	School Zone Improvements - locations to be determined	\$ 4,140,000.00

### Project Description

SPLOST funding for School Zone Improvements will be used for off-campus projects to improve the safety and operational movements of vehicular and pedestrian traffic in and near school zones.

### Project Justification

The Cobb County School District (CCSD) is the second largest school system in Georgia serving more than 113,000 students in 112 schools. As the county has grown considerably over the years, vehicular and pedestrian traffic volumes have increased on roadways in school zones

and on school campuses, creating the need for school access safety and operational improvements. On-campus improvements are funded by the CCSD, and off-campus improvements are the responsibility of Cobb DOT.

SPLOST funding for school zone improvements will fund activities including but not limited to, horizontal and vertical alignment improvements, sight distance improvements, lane widening, turn lane additions, traffic signal or roundabout additions, roadway shoulders and clear zone improvements on public roads in school access areas as well as pedestrian safety improvements, such as the addition of sidewalks in the public right-of-way. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

## 5.9 Cobb DOT Facility Improvements

District	Project	Estimated Project Cost
ALL	Cobb DOT Facility Improvements	\$ 3,100,000.00

### Project Description

SPLOST funding for Cobb DOT Facility Improvements will provide funding for the construction and equipping of new signal and sign shops to be located on the premises of the Cobb DOT headquarters facility.

### Project Justification

Operations at Cobb DOT have outgrown the capacity of the existing signal and sign shops. The existing sign shop was constructed approximately 15 years ago, and experiences roof leaks (leading to occasional mold in some spaces) and other property maintenance issues. Additionally, expanded work space is needed for sign fabrication along with a material storage area.

The existing signal shop was constructed more than 20 years ago and experiences similar issues with flooding and other property maintenance issues, which are problematic due to the sensitivity of the equipment and electronics housed in this facility. A new facility is needed for equipment storage that will also provide adequate work space for traffic signal fabrication and equipment repair.

## 5.10 Federal/State/Local Match Improvements

District	Project	Estimated Project Cost
ALL	Federal/State/Local Match Improvements - project allocations to be determined	\$ 25,000,000.00

### Project Description

SPLOST funding for the Federal/State/Local Match Improvements will be used to leverage available matching funds to deliver key operational and safety improvements to the county's transportation system.

### Project Justification

Transportation grants and programs generally require a certain percentage of local matching funds. Georgia law allows the use of SPLOST Funds as matching funds. The following is a list of potential projects for which SPLOST funding may be leveraged to receive additional funding from other sources, including federal, state, and other local agencies.

Name	Description	Local Match	Total Cost
<b>McCollum Airport Improvements</b>			
McCollum Airport Taxiway Improvements	Enhance taxiway safety in accordance with FAA regulations	\$5,000,000	\$10,000,000
<b>Corridor Improvements</b>			
Oakdale Road Corridor Improvements	Corridor capacity and safety improvements	\$2,000,000	\$10,000,000
Cumberland Core Loop	Construction of a multimodal corridor that enhances mobility options in the Cumberland area	\$2,600,000	\$13,000,000
I-285 at South Cobb Drive Interchange	Interchange improvements in coordination with I-285 Express Lane project	\$5,000,000	\$15,000,000
East West Connector Improvements	Corridor capacity and safety improvements	\$5,000,000	\$15,000,000
Roadway Safety Audits	Implement safety enhancements recommended from Roadway Safety Audits	\$2,000,000	\$10,000,000

Name	Description	Local Match	Total Cost
Bells Ferry Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	\$3,000,000	\$15,000,000
Big Shanty Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	\$3,000,000	\$15,000,000
Hickory Grove Road Improvements	Corridor improvements related to Northwest Corridor Express Lanes traffic	\$2,000,000	\$10,000,000
CH James Parkway/SR6/US278 Improvements	Roadway widening (to six-lanes) to enhance freight mobility	\$6,000,000	\$30,000,000
Circle 75 Parkway Improvements	Corridor operational improvements	\$4,000,000	\$20,000,000
Cobb Parkway/US41/SR3 Improvements	Corridor safety and operational improvements	\$8,000,000	\$40,000,000
Dallas Highway/SR120 Improvements	Corridor safety and operational improvements	\$2,000,000	\$10,000,000
Gateway Improvements	Enhance gateway corridors at various locations with hardscaping, landscaping, monuments and signage	\$400,000	\$2,000,000
I-285 EB / WB Auxiliary Lanes	Additional lanes on I-285 to improve mobility between Cobb Parkway and Paces Ferry Road	\$1,000,000	\$5,000,000
Roswell Road/SR120 Widening	Corridor operational improvements to enhance mobility	\$12,000,000	\$60,000,000
Corridor Improvements to address I-285 Express Lane Traffic	Safety and operational improvements to various corridors related to I-285 Express Lanes traffic	\$3,000,000	\$15,000,000
Barrett Lakes Boulevard Corridor Improvements	Corridor safety and operational improvements	\$1,400,000	\$7,000,000
George Busbee Parkway Corridor Improvements	Corridor safety and operational improvements	\$3,000,000	\$15,000,000

Name	Description	Local Match	Total Cost
<b>Intersection Improvements</b>			
Johnson Ferry Road at Roswell Road Intersection	Intersection safety and operational improvements	\$5,000,000	\$15,000,000
Acworth Due West Road at Cobb Parkway and McClure Road Intersections	Safety and operational improvement at Acworth Due West Road intersections	\$3,000,000	\$9,000,000
Cobb Parkway at McCollum Parkway / Kennesaw Due West Road / Old 41 Highway Realignment	Preliminary engineering and Right of Way acquisition	\$5,000,000	\$36,000,000
South Cobb Drive at Fairground Street Intersection	Intersection safety and operational improvements	\$2,000,000	\$7,000,000
Austell Road at Hospital Drive South Intersection	Intersection safety and operational improvements	\$200,000	\$1,000,000
Austell Road at Mulkey Drive Intersection	Intersection safety and operational improvements	\$200,000	\$1,000,000
Cobb Parkway at Windy Hill Road Intersection	Grade Separation	\$12,000,000	\$60,000,000
South Cobb Drive at Windy Hill Road Intersection	Grade Separation	\$12,000,000	\$60,000,000
General Intersection Improvements	Match available funds to implement safety and operational improvements	\$5,000,000	\$25,000,000
<b>Technology</b>			
Transportation Technology	Upgrade technology to improve effectiveness, safety and mobility	\$1,000,000	\$4,000,000
Connected / Autonomous Vehicles	Deploy technology to manage and enhance mobility of connected / autonomous vehicles	\$1,000,000	\$4,000,000
Traffic Management Center (TMC) Upgrades	Capital improvements to enhance TMC effectiveness	\$800,000	\$4,000,000

Name	Description	Local Match	Total Cost
Traffic Signal Timing	Upgrade and enhance traffic signal timing systems to improve effectiveness	\$800,000	\$4,000,000
<b>Trails and Sidewalks</b>			
Chattahoochee River Trail	Multi-use trail along Chattahoochee River	\$3,000,000	\$6,000,000
Trails	Match federal, state and local funds to construct priority trail projects (such as Silver Comet Trail Extension, Austell-Powder Springs Road Connector, etc)	\$4,000,000	\$12,000,000
Paces Mill Unit Rehabilitation Trails	Multi-use trail within the Chattahoochee River National Recreation Center	\$1,000,000	\$10,300,000
Transit-Oriented Sidewalks	Match federal, state and local funds to construct sidewalks and address ADA deficiencies along transit routes.	\$1,000,000	\$4,000,000
<b>Transit</b>			
Transit Facilities	Match federal, state and local funds to construct major transit facilities	\$2,000,000	\$6,000,000
Austell Transfer Center	Transit Infrastructure to include transfer center in the vicinity of Austell Road and East West Connector	\$1,600,000	\$8,000,000

The preceding is a list of potential projects that will have the same status as a Tier 1 project, treated as fully and effectually as if they had originally appeared on said list under the project heading "Local Match for Future Federal/State/Other Funding", but only if sufficient federal, state, or other grant funding becomes available.

## 5.11 DOT Community Impact Projects

District	Project	Estimated Total Cost
4	Community Impact Projects - DOT	\$ 1,200,000.00

### 5.11.1 Ewing Road Sidewalk

District	Project	Estimated Project Cost
4	Ewing Road Sidewalk	\$ 800,000.00

#### Project Description & Justification

SPLOST funds will be used for construction of sidewalks along Ewing Road in District 4. This project will begin at Syble Drive and terminate at Flint Hill Road.

### 5.11.2 Schaffer Road Sidewalk

District	Project	Estimated Project Cost
4	Schaffer Road Sidewalk	\$ 350,000.00

#### Project Description & Justification

SPLOST funds will be used for construction of sidewalks along Schaffer Road in District 4. This project will begin at Austell Road and continue west for approximately 875 linear feet.

### 5.12.3 Hollydale Gateway Sign Replacement

District	Project	Estimated Project Cost
4	Hollydale Gateway Sign Replacement	\$ 50,000.00

#### Project Description & Justification

SPLOST funds will be used to revitalize signage in the right-of-way along Powder Springs Road in the vicinity of the Hollydale neighborhood.

## 6. PUBLIC SERVICES

**Total Estimated Project Costs: \$ 27,850,000**

Public Services includes funding for libraries, parks and senior centers.

The Cobb County Public Library System is the third largest library system in terms of population served in Georgia. Cobb's library system has 15 facilities, some of which are more than 40 years old with inadequate space and infrastructure to support current and future library needs. In addition, many of the facilities do not have meeting space for small or large groups.

Improvements to the Cobb Library System were identified based on the 10-Year Library Facility Plan adopted by the Library Board of Trustees. This plan was drafted by the Trustee Facility Committee and the Library Director and included input from the Library Facility Supervisor and County Property Management. This plan includes recommendations based on the interior and exterior conditions of each facility, annual inspections, and community assessments.

Cobb County's parks and recreational facilities support over 6 million visits each year. Increases in population and the increased popularity of additional sports and activities result in many public requests for modified, improved, and/or renovated facilities. Many of the major complexes, buildings, and athletic fields in the county are more than 30 years old and in need of significant repair or renovation.

Improvements to Cobb parks and recreational facilities were identified based on the Cobb County Comprehensive P.A.R.K.S Master Plan completed in 2018. This 10-year master plan was developed using population projections, assessments of current facilities, national standards and public input. It serves as both a strategic plan and an action plan, providing Cobb County with guidelines for future program planning efforts and capital improvement projects.

All activities identified will be assigned a priority rating for completion as funding becomes available. The prioritized list of projects will be presented to the Cobb County Board of Commissioners for approval and implementation.



## 6.1 Library Renovations & Surveillance Equipment

District	Project	Estimated Project Cost
All	Library Renovations & Surveillance Equipment	\$ 3,850,000.00

### Project Description & Justification

SPLOST funding will provide for renovations, improvements, additions to, and equipping of existing facilities for the purpose of expanding and efficiently delivering library services and programs to county residents. Depending upon costs and funding availability, activities may include, but not be limited to, renovations such as teen spaces, flexible/adaptable spaces, updated infrastructure, computer stations, and interior design. Locations identified for renovations include:

- Mountain View Regional Library
- South Cobb Regional Library
- West Cobb Regional Library
- Lewis A. Ray Library
- Stratton Library
- Kemp Memorial Library
- Vinings Library

In addition, funding will provide for the installation of video surveillance cameras at 12 locations to promote the safety of library customers, staff and community.

## 6.2 Parks Technology, Life Safety & Security Improvements

District	Project	Estimated Project Cost
All	Parks Technology, Life Safety & Security Improvements	\$ 750,000.00

### Project Description & Justification

SPLOST funding will be used for the installation or upgrade of technological features that will improve communication, recordkeeping, and safety for visitors and staff as well as security improvements to protect the county's investments in its park system. Examples include the installation of security cameras integrated into the public safety network and safety features.

Locations identified for technology, life safety, and security improvements include:

- Allatoona Creek Park (Corps of Engineers)
- Big Shanty Park
- Fair Oaks Park & Recreation Center
- Hyde Farm
- Sewell Park
- The Art Place
- Mable House Complex
- Silver Comet Trail (Fontaine Road)
- Countywide as needed

### 6.3 Parks Building Renovations & Improvements

District	Project	Estimated Project Cost
All	Parks Building Renovations & Improvements	\$ 4,500,000.00

#### Project Description & Justification

SPLOST funding will be used to replace or upgrade structures that have reached their intended service life and have not been sufficiently addressed by past funding mechanisms. Examples include installing metal roofs in place of outdated asphalt shingles, replacing gymnasium floors worn by consistent use over the years, renovating heavily used restroom facilities, and additional improvements identified based on public input, such as adding shade structures at tennis centers and playgrounds and constructing additional restroom capacity in more remote areas of certain parks. Locations identified for renovations and improvements include:

- Big Shanty Park-The Art Station
- Central Aquatics Center
- Fair Oaks Park/Recreation Center
- Fullers Park
- Gymnastics Center
- Lost Mountain Park
- Mountain View Aquatic Center
- Noonday Creek Park
- Pitner Road Park
- Ron Anderson Recreation Center
- Sewell Park
- South Cobb Aquatic Center
- Terrell Mill Park
- West Cobb Aquatic Center
- Wild Horse Creek Park

## 6.4 Parks Synthetic Turf Conversion & Replacement

District	Project	Estimated Project Cost
1,2,4	Parks Synthetic Turf Conversion & Replacement	\$ 7,480,000.00

### Project Description & Justification

Recent installation of synthetic turf at eight of Cobb's rectangular athletic fields has been a resounding success as indicated by soccer, football, lacrosse and other user groups. Extended life cycle, safety and playability, decreased maintenance costs, and the local economic impacts of tournament play are all advantages of synthetic turf over traditional bermuda grass fields. The expected service life of the synthetic turf carpet under heavy use is eight to 10 years. SPLOST funding will be used for first-time field conversions, as well as replacing the existing turf at eight fields in the 2025 to 2027 timeframe. Locations identified for synthetic turf conversion and replacement include:

- Hubert Soccer Complex
- Lost Mountain Park
- Mud Creek Soccer Complex
- Terrell Mill Park
- Wallace Park

## 6.5 Parks Electrical & Lighting Upgrades

District	Project	Estimated Project Cost
All	Parks Electrical & Lighting Upgrades	\$ 3,430,000.00

### Project Description & Justification

Recent improvements in LED lighting technology provide the opportunity to replace old and inefficient metal halide lights on athletic fields, tennis courts, and high bay lighting in recreation and aquatic centers. LED fixtures use roughly half of the electricity of older light systems and last significantly longer. Moreover, manufacturers are decreasing their production of metal halide replacement bulbs, making them more expensive to purchase and harder to find.

SPLOST funding will be used for electrical and lighting upgrades and related electrical improvements, such as replacement of older underground wiring, breakers and switch gear, at the following locations:

- Central Aquatic Center
- Fullers Park
- Hubert Soccer Complex
- Mountain View Aquatic Center
- Mud Creek Soccer Complex
- Sandy Plains Park
- South Cobb Complex

## 6.6 Parks Mechanical System Replacement

District	Project	Estimated Project Cost
All	Parks Mechanical System Replacement	\$ 3,420,000.00

### Project Description & Justification

PARKS is responsible for well over 100 heated and air conditioned buildings of various sizes. HVAC systems typically have a useful service life of 10 to 15 years. Systems in many county parks exceed this age. The dehumidification systems in the county's indoor swimming pools are highly specialized examples of this. Proper efficiencies of these sophisticated systems are essential to the operation of these very heavily used facilities, with respect to the comfort of the users, and the longevity of the buildings themselves. Failure to replace these systems when needed could potentially result in the extended closure of these facilities.

SPLOST funding will be used for mechanical system replacement activities at the following locations:

- Gymnastics Center
- Mountain View Aquatic Center
- South Cobb Aquatic Center
- West Cobb Aquatic Center
- Countywide as needed

## 6.7 Parks Paving

District	Project	Estimated Project Cost
All	Parks Paving	\$ 1,000,000.00

### Project Description & Justification

Resurfacing of access roadways and parking lots is an ongoing need in the county's park system. Adding new parking capacity is also a common request from user groups and park visitors.

The county recently established a paving program for parks intended to maintain the quality of paved surfaces, to avoid more expensive repairs in the future, and to identify certain park trails and sidewalks that will benefit from reconstruction or fortification with concrete or crushed slate materials.

SPLOST funding will be used for resurfacing and paving activities at the locations listed below as well as replacing and restriping surfaces at other park locations countywide as needed.

- East Cobb Park
- Fair Oaks Park & Recreation Center
- Fullers Park
- Hurt Road Park
- Terrell Mill Park
- Countywide as needed

## 6.8 Park Amenities

District	Project	Estimated Project Cost
All	Park Amenities	\$ 500,000.00

### Project Description & Justification

Park amenities, such as bleachers, pavilions, shade structures, water fountains, and playground safety surfaces, must be installed or replaced periodically. Replacement of deteriorated amenities provide a safer and more enjoyable recreation experience for all park visitors.

SPLOST funding will be used to install or replace amenities at the locations listed below as well as park locations countywide as needed.

- Al Bishop Softball Complex
- East Cobb Park
- Silver Comet Trail (District 4)
- Tramore Park
- Wallace Park
- Countywide as needed

## 6.9 Parks Site, Erosion, Lake/Dam Improvements

District	Project	Estimated Project Cost
1,2,4	Parks Site, Erosion, Lake/Dam Improvements	\$ 500,000.00

### Project Description & Justification

Addressing erosion and drainage issues on park properties before they become serious is essential to avoiding facility closures. The county maintains 14 ponds and lakes and their associated earthen dams throughout the county. These features provide a stormwater management function as well as excellent recreational opportunities for fishing and other activities.

SPLOST funding will be used for activities, such as renovating existing dams, dredging, improving grading, and expanding streambank stabilization measures related to site, erosion, and lake/dam improvements, at the following locations:

- Lost Mountain Park
- Rhyne Park
- Wild Horse Creek Park

## 6.10 Parks Subsurface Infrastructure (Countywide)

District	Project	Estimated Project Cost
All	Parks Subsurface Infrastructure (Countywide)	\$ 1,500,000.00

### Project Description & Justification

The Cobb County PARKS system was established in 1966 and has continued to expand over the years. Much of the subsurface infrastructure installed throughout this time has reached or exceeded its reasonable service life and failures can occur suddenly. These systems include

sanitary sewer, stormwater management, potable water, irrigation, and fire protection piping. Aging systems will be replaced before failures or continued system deterioration lead to larger issues.

SPLOST funding will be used to replace aging subsurface infrastructure systems throughout the county.

### 6.11 Park & Facility Signage (Countywide)

District	Project	Estimated Project Cost
All	Park & Facility Signage (Countywide)	\$ 920,000.00

#### Project Description & Justification

In the over 50 years since its founding, Cobb PARKS has followed a variety of signage programs. Cobb citizens and park visitors would benefit from a consistent and coordinated park signage and wayfinding system for locating park entrances and navigating to various locations and facilities.

SPLOST funding will be used to establish a consistent and coordinated park signage and wayfinding system.

### 6.12 Public Services Community Impact Projects

District	Project	Estimated Total Cost
ALL	Community Impact Projects - Public Services	\$ 29,050,000.00

#### 6.12.1 Kemp Family Park

District	Project	Estimated Project Cost
1	Kemp Family Park	\$ 1,000,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the first phase of development for this park, including parking, walking trails, and a restroom. Added to the PARKS system using 2008 PARKS Bond funding, Kemp Family Park consists of about 95 acres of open fields and wooded rolling hills.

### 6.12.2 Price Park

District	Project	Estimated Project Cost
1	Price Park	\$ 1,000,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install additional parking and a pedestrian bridge for this facility. The addition of about 120 acres using 2008 PARKS Bond funding more than doubled the size of this passive park. This SPLOST funding will allow additional parking and a pedestrian bridge to allow safe access to more of these beautiful acres.

### 6.12.3 Al Bishop Complex

District	Project	Estimated Project Cost
1	Al Bishop Complex	\$ 1,750,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install synthetic turf and LED field lighting at this location. The Al Bishop complex is the county's premier adult softball facility, hosting many tournaments throughout the year. Upgrading to synthetic turf and LED field lighting will further enhance the ability of this venue to attract more large regional events, bringing in many out of town visitors to support local businesses.

### 6.12.4 Lost Mountain Complex

District	Project	Estimated Project Cost
1	Lost Mountain Complex	\$ 2,172,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the activities necessary to install synthetic turf and LED field lighting at this location. The Lost Mountain complex serves a similar role as the Al Bishop Complex above, but for girls softball and on a national level. Adding synthetic turf and LED field lighting will increase the reach of this facility to bring in additional visitors to support the local economy.



### 6.12.5 Big Shanty Park

District	Project	Estimated Project Cost
1	Big Shanty Park	\$ 300,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the activities to install additional parking for this facility. Popular programming at The Art Station often generates parking space demands that exceed the capacity of the small adjacent parking lot, which is shared with a bank of four tennis courts. Additional parking will alleviate this issue.

### 6.12.6 Ward Recreation Center

District	Project	Estimated Project Cost
1	Ward Recreation Center	\$ 750,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the necessary interior and exterior renovations to this facility to maintain and improve the level of service that this important facility provides.

### 6.12.7 Cobblestone Golf Course

District	Project	Estimated Project Cost
1	Cobblestone Golf Course	\$ 250,000.00

#### Project Description & Justification

SPLOST funds will be used to complete the necessary repairs and activities to restore the safety and stability of the cart paths. The asphalt cart paths at this popular facility have become rough and unstable due to tree roots and minor erosion issues.

### 6.12.8 North Cobb Regional Library

District	Project	Estimated Project Cost
1	North Cobb Regional Library	\$ 200,000.00

#### Project Description & Justification

SPLOST funding will be used at this location for items such as the installation of window blinds, sound baffles, an automated material handling (AMH) system, and community room sound equipment.

### 6.12.9 North Cobb Senior Center

District	Project	Estimated Project Cost
1	North Cobb Senior Center	\$ 200,000.00

#### Project Description & Justification

SPLOST funds will be used for the addition of a portico to provide for covered drop offs at the pre-function area and a covered walkway to connect the new portico to the front entrance. This addition will provide protection from the weather for seniors as they walk from the side parking lot to the front entrance of the building.

### 6.12.10 Senior Wellness Center

District	Project	Estimated Project Cost
1	Senior Wellness Center	\$ 300,000.00

#### Project Description & Justification

SPLOST funding will be used for the following activities at this location:

- Art room exhaust fan to properly exhaust fumes resulting from art room activities
- Lobby renovations to reconfigure front desk staffing space for workspace security of staff and equipment
- Replacement of furniture and fixtures within public facing spaces
- Parking lot reconfiguration to maximize amount of available spaces by removing islands and redesigning the lot

**6.12.11 West Cobb Senior Center**

District	Project	Estimated Project Cost
1	West Cobb Senior Center	\$ 78,000.00

Project Description & Justification

SPLOST funding will be used for the following activities at this location:

- Kitchen renovation to convert warming kitchen into a teaching kitchen to offer cooking classes to senior citizens of Cobb County
- Restroom renovations to update and upgrade fixtures to better meet the needs of the aging population. Bathrooms will be more user-friendly with fixtures, sinks, flooring, and toilets appropriate for older adults.

**6.12.12 Tritt Property Acquisition**

District	Project	Estimated Project Cost
2	Tritt Property Acquisition	\$ 8,000,000.00

Project Description & Justification

SPLOST funding will be used to acquire the remaining 20 acres of the Tritt Property. Nearly 30 acres of the Tritt Property, adjacent to Fullers Park and East Cobb Park, were recently purchased using 2008 PARKS Bond funds. Acquisition of the remaining 20 acres will complete the assembly of a nearly 125-acre park, offering a mix of active and passive recreation activities.

**6.12.13 Shaw Park Repurpose**

District	Project	Estimated Project Cost
3	Shaw Park Repurpose	\$ 4,000,000.00

Project Description & Justification

SPLOST funding will be used to repurpose Shaw Park to better meet the recreational needs and desires of the surrounding community. Shaw Park was first developed in 1970, and has served several generations of families since. However, the park design and amenities are now outdated, and the park no longer meets the recreational needs of the community. The footprint of this project also includes Gritters Library and the Northeast Cobb Community Center.

**6.12.14 Ebenezer Downs**

District	Project	Estimated Project Cost
3	Ebenezer Downs	\$ 3,000,000.00

Project Description & Justification

SPLOST funding will be used for the development of a passive park in this location. The 17.5-acre Ebenezer Downs property was acquired using 2008 PARKS Bond funding. This SPLOST funding would allow the development of this passive park, governed by the Park Master Plan, that was developed with public input and approved by the Board of Commissioners in 2019.

**6.12.15 Veterans Memorial**

District	Project	Estimated Project Cost
3	Veterans Memorial	\$ 1,000,000.00

Project Description & Justification

SPLOST funding will be used for the construction of a county Veterans Memorial to honor all veterans who protected our nation's freedoms from all branches of the military during all major conflicts. The Memorial will be operated by the county as a passive park. Additional funding for the Memorial may be provided by the Cobb Veterans Memorial Foundation.

**6.12.16 Indoor Track**

District	Project	Estimated Project Cost
4	Indoor Track	\$ 2,450,000.00

Project Description & Justification

SPLOST funds will be used to construct an indoor space for competitive track and field events.

**6.12.17 Osborne Recreation Center**

District	Project	Estimated Project Cost
4	Osborne Recreation Center	\$ 2,000,000.00

Project Description & Justification

SPLOST funds will be used as additional funding for this 2016 SPLOST project to cover the cost of land acquisition.

**6.12.18 Mable House Outdoor Restroom**

District	Project	Estimated Project Cost
4	Mable House Outdoor Restroom	\$ 100,000.00

Project Description & Justification

The Mable House Complex hosts many events annually, and a restroom facility is needed for event attendees and participants.

**6.12.19 Powder Springs Park**

District	Project	Estimated Project Cost
4	Powder Springs Park	\$ 100,000.00

Project Description & Justification

SPLOST funds will be used for improvements to the original portion of Powder Springs Park in a joint project with the City of Powder Springs. Passive park elements will be added.

**6.12.20 Bartlett Park**

District	Project	Estimated Project Cost
4	Bartlett Park	\$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

**6.12.21 Furr Park**

District	Project	Estimated Project Cost
4	Furr Park	\$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

**6.12.22 Henderson Park**

District	Project	Estimated Project Cost
4	Henderson Park	\$ 100,000.00

Project Description & Justification

The initial development of the approved park master plan will begin with this funding.

**6.12.23 Heritage Park**

District	Project	Estimated Project Cost
4	Heritage Park	\$ 100,000.00

Project Description & Justification

SPLOST funds will be used for improvements to this park located on Fontaine Road.

## 7. SUPPORT SERVICES (INFORMATION SERVICES & PROPERTY MANAGEMENT)

Total Estimated Project Costs: \$ 27,150,000

Support Services provides funding for capital improvements to Cobb County maintained buildings and internal services, as well as capital improvements to the county's information systems, technology and related equipment.

### 7.1 Technology Infrastructure Upgrades

District	Project	Estimated Project Cost
All	Technology Infrastructure Upgrades	\$ 6,000,000.00

#### Project Description & Justification

Information technology has become highly integrated into the day-to-day business and emergency operations of Cobb County. SPLOST funds will be used to upgrade the county's technology infrastructure, which is vital to providing seamless, efficient, and secure services and information to county constituents. Keeping aging foundational technology current, from the network edge to the data center, ensures the continued and resilient execution of critical county business operations.

### 7.2 Cyber Security

District	Project	Estimated Project Cost
All	Cyber Security	\$ 2,000,000.00

#### Project Description & Justification

Cobb County has developed a cyber security "Defense in Depth" strategy to secure the county's information, data, and technology assets. This strategy relies on nimble, state-of-the-art technologies to secure the county's digital environment and ensure constituents continue to safely interact with Cobb County. Deploying the latest and most advanced security solutions to

counter the continuous and malicious attacks by cyber criminals is an essential responsibility of county government today and for the foreseeable future.

### 7.3 Digital Government/Smart Community

District	Project	Estimated Project Cost
All	Digital Government/Smart Community	\$ 9,000,000.00

#### Project Description & Justification

SPLOST funds will be used to implement and modernize digital government business applications and systems to maintain technical currency to meet the expectations of an engaged and connected constituency. Expanding online services with innovative delivery and easy to use applications will enable transparency and the direct communication between the public and county government.

### 7.4 Property Management

District	Project	Estimated Project Cost
All	Property Management	\$ 10,150,000.00

#### Project Description & Justification

SPLOST funds will be used for upgrades and renovations to existing county-owned facilities, such as courthouses and other public buildings. Updates and renovations include, but are not limited to, activities such as security, HVAC and safety equipment installations, roof restorations and replacements, interior rehabilitations, and exterior revitalizations.



## 7.5 Support Services Community Impact Projects

District	Project	Estimated Total Cost
4	Public Health Facility	\$ 1,750,000.00

### Project Description & Justification

SPLOST funding will be used for the expansion and modernization of the existing South Cobb Community Health facility or for the construction of a new health facility.

## 8. CITY SPLOST ALLOCATIONS

**Total Estimated Project Costs: \$ 183,132,178.13**

Cobb County has six municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna. Cobb County is allocating \$ 183,132,178.13 of SPLOST funding to these municipalities. Each municipality will be allocated a share of the SPLOST proceeds equal to the ratio of the municipality's population relative to the total county population according to the 2018 population estimates by the U.S. Census Bureau. The table below is for informational purposes only. Actual SPLOST proceeds will be disbursed to each municipality in accordance with Section 6 of the Intergovernmental Agreement.

<b>Municipality</b>	<b>Total City Allocation</b>
Acworth	\$ 21,060,516.74
Austell	\$ 6,678,496.17
Kennesaw	\$ 31,785,177.01
Marietta	\$ 56,558,863.21
Powder Springs	\$ 14,303,887.75
Smyrna	\$ 52,745,237.26

A list of capital improvement projects selected by each municipality is included in Appendix A to this document. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

## 9. JOINT CITY PROJECTS

**Total Estimated Project Costs: \$ 18,000,000**

Cobb County has six municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna.

Each of these municipalities will receive an additional \$ 3,000,000 of SPLOST funding for joint projects as detailed in an Intergovernmental Agreement between Cobb County and each city. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

A list of capital improvement projects as well as the joint projects selected by each municipality is included in Appendix A to this document.

## 10. ADDITIONAL SPLOST PROJECTS (TIER 2)

Tier 2 projects will be implemented only if SPLOST revenues exceed projections and tax proceeds are available after the funding of all of the Tier 1 projects at their estimated costs.

### 10.1 Additional Transportation Projects

District	Project	Estimated Project Cost
All	Resurfacing - pavement preservation and rehabilitation (OCI - 60)	\$ 14,638,172.13
All	Federal/State/Local Match - funds used to match outside funding sources	\$ 16,400,000.00

### 10.2 Additional Community Improvement Projects

District	Project	County Agency	Estimated Project Cost
1	AI Bishop Complex - additional funding for LED Conversion, Synthetic Turf infields	Public Services	\$ 475,000.00
1	Ward Recreation Center - additional funding for interior and exterior renovations	Public Services	\$ 475,000.00
1	Lost Mountain Road at Amberton/Oakleigh Operational Improvements	DOT	\$ 2,300,000.00
2	Library Improvements - additional funding	Public Services	\$ 1,000,000.00
2	Police Precinct Upgrades	Public Safety	\$ 2,250,000.00
3	Repurpose Shaw Park - additional funding	Public Services	\$ 1,000,000.00
3	DOT Projects - Sidewalks, resurfacing and intersection improvements in District 3	DOT	\$ 2,250,000.00
4	Public Health Facility - additional funding	Support Services	\$ 250,000.00
4	Median, Streetscape, Pocket Park Improvements	Public Services	\$ 1,000,000.00
4	Indoor Track - additional funding	Public Services	\$ 2,000,000.00

### 10.3 City Tier 2 Projects

A list of Tier 2 capital improvement projects selected by each municipality is included in Appendix A to this document.

# APPENDIX A – CITY PROJECTS

## Acworth

TIER 1 City of Acworth Projects	Estimated Project Cost
West Lakeshore Drive Improvement	\$1,000,000.00
Summit Circle Improvement	\$255,000.00
Old Cherokee Street Improvement	\$750,000.00
Brookhaven Subdivision - Phase 1 Improvement	\$1,500,000.00
North Main (Enclave Subdivision to County Line) Improvement	\$1,500,000.00
Academy Street (Dixie Avenue to Beach Street)	\$900,000.00
Beach Street Realignment	\$750,000.00
Miscellaneous Paving and Equipment - Throughout City	\$6,000,000.00
Miscellaneous Stormwater Improvement - Throughout City	\$1,000,000.00
Miscellaneous Sidewalk - Throughout City	\$500,000.00
Federal, State, Local Match	\$250,000.00
Public Parking Improvements - Throughout City	\$500,000.00
City Facility Upgrades and Expansion - Throughout City	\$890,517.00
City Wide Technology Infrastructure Improvements - Throughout City	\$500,000.00
Public Safety Vehicles	\$1,440,000.00
Public Safety Facility Improvements	\$150,000.00
800 MHz Radio Upgrades	\$500,000.00
Body Cameras and In Care Technology Upgrades	\$425,000.00
Cauble Park Improvements	\$750,000.00
Old Hwy 92 Pedestrian Bridge/Overlook Park	\$750,000.00
Trail Development - Throughout City	\$750,000.00
City of Acworth Total Cost	\$21,060,517.00
<i>Total City Allocation</i>	<i>\$21,060,516.74</i>
Joint Project with County - Acworth Due West at Ragsdale Road and sidewalks	\$3,000,000.00
City of Acworth with Joint Funds	\$24,060,517.00

## Austell

TIER 1 City of Austell Projects	Estimated Project Cost
Fire Truck	\$1,100,000.00
Radios - Fire Department	\$90,000.00
Equipment - Fire Department	\$35,000.00
Vehicles and equipment - Police Department	\$455,509.00
Radios - Police Department	\$296,000.00
Roadway Resurfacing	\$723,074.00
Roadway Restriping	\$115,000.00
Roadway Curb and Gutter	\$115,000.00
Sidewalks	\$307,288.00
Roadway Drainage Systems	\$100,000.00
Maintenance equipment - Transportation	\$550,000.00
Upgrade Water Infrastructure - Water System	\$900,000.00
System wide improvement - Water System	\$475,000.00
Equipment - cooling tower at Threadmill Complex	\$750,000.00
Improvements to Parks - Legion, Collar, etc.	\$400,000.00
Trails	\$266,625.00
City of Austell Total Cost	\$6,678,496.00
<i>Total City Allocation</i>	\$6,678,496.17
Joint Project with County - Recreation Center	\$3,000,000.00
City of Austell with Joint Funds	\$9,678,496.00



## Kennesaw

TIER 1 City of Kennesaw Projects	Estimated Project Cost
Depot Park - Phases 8-12 construction consisting of an amphitheater and festival area, along with new and expanded parking lots for the park and museum	\$6,000,000.00
Recreation Center - Phase II includes a multi-sport court and gymnastics	\$3,000,000.00
Facility Improvements - Water and energy conservation updates, address space utilization for current and future staffing growth and expanding services (e.g., Public Works renovation, community development, etc.) and city wide facilities & cyber security upgrades	\$3,500,000.00
Rutledge Road/Cathey Lane - Road widening, sidewalk improvements, and installation of a traffic light to maximize transportation system performance and vehicular safety at the intersection of Swift-Cantrell Park and Old 41	\$4,000,000.00
Sardis Street extension and overpass - Continuation of Phase I to maximize transportation system performance, improve traffic congestion, and compliment the redevelopment of the downtown area. This will include the construction of new road from Main Street that intersects with Cherokee Street, Shirley Drive and an overpass to Moon Station. A bypass will also be built between the extension at Shirley Drive to North Cherokee Street just south of Ben King Road to reduce the impact on the Cherokee Street Historical District	\$6,000,000.00
Neighborhood Improvements - Sidewalks and street resurfacing	\$785,000.00
Public Safety Facility - New facility for Police Department, 911 and Emergency Operations Center	\$8,500,000.00
City of Kennesaw Total Cost	\$31,785,000.00
<i>Total City SPLOST Allocation</i>	\$31,785,177.01.
Joint Project with County – Added funds for the Recreation Center Phase II that includes a multi-sport court and gymnastics	\$3,000,000.00
City of Kennesaw with Joint Funds	\$34,785,000.00

TIER 2 City of Kennesaw Projects (to be completed if funding becomes available)	Estimated Project Cost
Fleet Maintenance - Upgrade maintenance facility with a sign shop to repair city vehicles & capital equipment and create road signs, improve bulk storage (e.g., salt, dirt, signs) & underground storage tanks/refueling areas, and to address topography and stormwater issues	\$2,500,000.00
Smith Gilbert Gardens - Create ADA accessible trails, obtain Innovation Readiness Training materials, and repair historic Butler House	\$500,000.00
Sidewalks and resurfacing of major roads and routes	\$1,500,000.00
City of Kennesaw Total Cost	\$4,500,000.00

## Marietta

TIER 1 City of Marietta Projects	Estimated Project Cost
Sidewalk/ Trail Construction - Citywide	\$6,250,000.00
Street Resurfacing - Citywide	\$13,200,000.00
Traffic System Upgrades (ATMS) - Citywide	\$2,750,000.00
Bridge Rehabilitation - Citywide	\$500,000.00
General Streets & Drainage Improvements - Citywide	\$4,000,000.00
Sign Reflectivity - Citywide	\$225,000.00
Street Marking and Reflectivity - Citywide	\$225,000.00
Ward 1 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 2 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 3 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 4 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 5 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 6 - Merritt Road Trail and Sidewalks/ Streets/ Traffic Calming Improvements	\$500,000.00
Ward 7 - Blanche Drive Underpass Area Improvements and Sidewalks/ Streets/ Traffic Calming Improvements	\$500,000.00
City Hall Renovations - New windows, replace chillers and cooling tower, replace carpet on all floors, renovate bathrooms, update lighting, renovate elevator doors, replace roof and reseal parking deck	\$3,975,000.00
Kennesaw House/ Marietta Museum of History Renovations - replace roof, HVAC, install safety rails on roof, and replace/ convert front doors to ADA accessibility	\$288,500.00
Public Safety Complex reroof	\$260,000.00
Skatepark and Other Sports Facilities	\$500,000.00
Park Improvements - Citywide	\$1,000,000.00
Police Department Vehicles	\$1,079,554.00
Fire Department Vehicles	\$1,200,000.00
Public Safety Training Facilities and Equipment - Training facilities and equipment replacement for Fire and Police Department	\$2,279,554.20
Bellemeade Bridge Replacement	\$1,000,000.00
Burnt Hickory and Polk Avenue Intersection Improvement	\$1,500,000.00
Cherokee Street Widening - widening of Cherokee Street from Chicopee to Tower Road to three lanes and continuing on Church Street to Church Street Extension to include streetscape enhancements where practical	\$4,500,000.00
Kennesaw Avenue Streetscape Improvement	\$500,000.00
North Marietta Parkway Improvements - Sidewalk, trail, streetscape, intersection and limited median improvements (\$2.1 Million from grants)	\$900,000.00
Neighborhood Traffic Studies - Study cut through traffic and improvements for pedestrian safety in neighborhoods	\$100,000.00
Roswell Street Four Lane Improvement - completion of four lane improvement	\$700,000.00
Roswell Street Improvement - Continuation of 4 lane improvements	\$1,500,000.00
Whitlock Drive and Hillcrest Drive Intersection Improvement - replace existing three-way island with roundabouts	\$750,000.00
General Gateway Improvements - Citywide	\$900,000.00
Water System Infrastructure Improvements - Citywide	\$500,000.00
Administrative Program Expenses	\$2,476,254.80
City of Marietta Total Cost	\$56,558,863.00
Total City Allocation	\$56,558,863.21

TIER 1 City of Marietta Projects	Estimated Project Cost
Joint Project with County - Skatepark and Other Sports Facilities	\$1,000,000.00
Joint Project with County - Bellemeade Bridge Replacement	\$1,000,000.00
Kennesaw Avenue Streetscape Improvement	\$1,000,000.00
City of Marietta with Joint Funds	\$59,558,863.00

TIER 2 City of Marietta Projects (to be completed if funding becomes available)	Estimated Project Cost
Sidewalk/ Trail Construction - Citywide	\$3,125,000.00
Street Resurfacing - Citywide	\$6,600,000.00
Traffic System Upgrades (ATMS) - Citywide	\$1,375,000.00
Bridge Rehabilitation - Citywide	\$250,000.00
General Streets & Drainage Improvements - Citywide	\$2,000,000.00
Sign Reflectivity - Citywide	\$225,000.00
Street Marking and Reflectivity - Citywide	\$225,000.00
City Park additions/ upgrades/ greenspace/pocket parks - Citywide	\$1,000,000.00
Ward 1 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 2 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 3 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 4 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 5 - Sidewalks/streets/Traffic Calming Improvements	\$500,000.00
Ward 6 - Merritt Road Trail and Sidewalks/ Streets/ Traffic Calming Improvements	\$500,000.00
Ward 7 - Blanche Drive Underpass Area Improvements and Sidewalks/ Streets/ Traffic Calming Improvements	\$500,000.00
Park Playground Equipment Replacement - Laurel and Whitaker	\$300,000.00
Trail Resurfacing - Laurel, Whitaker, Tumlin and Merritt	\$245,100.00
Tennis Court Renovations	\$360,000.00
City Club Golf Course and Bldg. Renovations - replace irrigation system, irrigation pump station, replace fuel tanks and wash pads, level and regrass tees, dredge and shape ponds, renovate bunkers, rebuild proactive tees, root prune tree lined fairways, replace clubhouse windows and exterior doors, and upgrade maintenance facility	\$2,605,000.00
Church Street/ Tower Road Intersection Improvement - expanding from two to three left turn lanes from Tower onto Church and includes removing retaining wall if possible	\$2,100,000.00
Lawrence Street East Sidewalk Improvements - Fairground to Washington	\$225,000.00
Lawrence Street West Sidewalk Improvements - Fairground to Cole	\$600,000.00
Mountain to River East Dixie Trail - Atlanta Road to Manget - Construction of 10' trail on East Dixie to connect gap in trail to Mountain to River to Rottenwood	\$1,100,000.00
Mountain to River West Dixie Trail - Gramling Street - Continuation of Mountain to River Trail from Cemetery Trail segment to Gramling Street Trail Segment	\$500,000.00
Polk Street Trail - Burnt Hickory Road to Railroad Tracks - Construction of 10' trail on south side of roadway and narrow roadway to 24' to back of curb (\$1.7 million from grants)	\$1,700,000.00
Rottenwood Trail Phase 1 - Alumni Drive to Franklin Gateway - Multiuse trail from Alumni Drive at South Cobb Drive to Franklin Gateway at FGSC (\$200,000 from Grants)	\$1,750,000.00
City of Marietta Total Cost	\$29,785,100.00

## Powder Springs

TIER 1 City of Powder Springs Projects	Estimated Project Cost
Public Safety - Replacement Vehicles; mobile and body cameras; radio upgrades	\$1,000,000.00
Austell Powder Springs Road Trail	\$500,000.00
Downtown parking/ road improvements	\$1,500,000.00
Roadway Safety Improvements (such as dedicated turn lanes, railroad, lighting, roundabouts, intersections, etc.)	\$2,150,000.00
Traffic Signals	\$750,000.00
Street Resurfacing - Citywide based on road rating report	\$3,600,000.00
Sidewalk and drainage associated with road projects	\$1,000,000.00
Parks including linear Park and the redesign of the old side of Powder Springs Park	\$2,000,000.00
Facilities upgrades/ renovations/expansion (includes facilities for youth and/or seniors)	\$1,803,887.75
City of Powder Springs Total Cost	\$14,303,887.75
<i>Total City Allocation</i>	\$14,303,887.75
Joint Project with County - Downtown Parking/ road improvements	\$1,000,000.00
Joint Project with County - Parks including linear Park and the redesign of the old side of Powder Springs Park	\$1,000,000.00
Joint Project with County - Facilities upgrades/ renovations/expansion (includes facilities for youth and/or seniors)	\$1,000,000.00
City of Powder Springs with Joint Funds	\$17,303,887.75

# Smyrna

TIER 1 City of Smyrna Projects	Estimated Project Cost
Downtown and South Cobb Drive Improvements - Citywide	\$12,270,000.00
Facility Improvements - Citywide	\$920,000.00
Environmental Improvements	\$460,000.00
Aquatics, Gymnastics, and Family Learning Library	\$11,065,237.00
Restrooms at North Cooper Lake Park	\$275,000.00
Park Land Acquisition	\$1,850,000.00
Splashpad/ Sprayground	\$1,380,000.00
Downtown Parking Deck	\$3,680,000.00
Cobb Parkway Pedestrian Bridge to the Battery	\$3,680,000.00
Resurfacing	\$5,530,000.00
Curb and Gutter	\$275,000.00
Camp Highland - Complete Bridge Replacement	\$1,500,000.00
Sidewalks/ Trails/ Greenways/ Beautification	\$4,600,000.00
Traffic Calming	\$1,105,000.00
Public Safety - 800 MHz Radio Replacement	\$2,030,000.00
Fire Department - Small Equipment	\$275,000.00
East West Connector Roadway Safety Improvements	\$920,000.00
Windy Hill Parkway Improvements	\$230,000.00
Conversion of Sports lighting to LED on all sports fields/ courts	\$700,000.00
City of Smyrna Total Cost	\$52,745,237.00
<i>Total City Allocation</i>	\$52,745,237.26
Joint Project with County - East West Connector Roadway Safety Improvements	\$1,250,000.00
Joint Project with County - Windy Hill Pkwy Improvements	\$1,000,000.00
Joint Project with County - Conversion of Sports lighting to LED on all sports fields/ courts	\$750,000.00
City of Smyrna with Joint Funds	\$55,745,237.00

## EXHIBIT B

Cobb County 2022 SPLOST						
						6 Years
SPLOST Collections						\$ 750,000,000.00
County-wide Projects						\$ 46,000,000.00
Amount Available for County / City Split						\$ 704,000,000.00
Allocated						
Cities (26.013%)						\$ 183,132,178.13
County (73.987%)						\$ 520,867,821.87
Total SPLOST Allocated Dollars						\$ 704,000,000.00
Cities Population (2018 Population Estimate US Census Bureau)						
				Population	% Total	6 Years
Acworth				22,642	2.992%	\$ 21,060,516.74
Austell				7,180	0.949%	\$ 6,678,496.17
Kennesaw				34,172	4.515%	\$ 31,785,177.01
Marietta				60,806	8.034%	\$ 56,558,863.21
Powder Springs				15,378	2.032%	\$ 14,303,887.75
Smyrna				56,706	7.492%	\$ 52,745,237.26
Total Municipal Population				196,884	26.013%	\$ 183,132,178.13

**EXHIBIT C - NOTICES**

**COBB COUNTY, GEORGIA**

To: Michael H. Boyce, Chairman  
Cobb County Board of  
Commissioners  
100 Cherokee Street  
Suite 300  
Marietta, Georgia 30090

With Copies to: Dr. Jackie McMorris, County  
Manager 100 Cherokee Street  
Suite 300  
Marietta, Georgia 30090

County Attorney's Office  
100 Cherokee Street  
Suite 350  
Marietta, Georgia 30090

**CITY OF ACWORTH**

To: Tommy Allegood, Mayor  
City of Acworth  
City Hall  
4415 Senator Russell Avenue  
Acworth, Georgia 30101

With Copies to: Brian Bulthuis  
City Manager  
City of Acworth  
City Hall  
4415 Senator Russell Avenue  
Acworth, Georgia 30101

City Attorney  
Douglas Haynie, Esq.  
Haynie Litchfield & White  
222 Washington Avenue, NE  
Marietta, Georgia 30060

**EXHIBIT C - NOTICES**

**CITY OF AUSTELL**

To: Ollie Clemens, Jr., Mayor  
City of Austell  
Austell Threadmill Complex  
Suite 137  
5000 Austell-Powder Springs Road  
Austell, Georgia 30106

With Copies to: Randy L. Bowens  
Director Of Public Works  
City of Austell  
Austell Threadmill Complex  
Suite 101  
5000 Austell-Powder Springs Road  
Austell, Georgia 30106

City Attorney  
M. Scott Kimbrough, Esq.  
Dupree, Kimbrough & Carl, LLP  
49 Green Street SE  
Marietta, Georgia 30060

**CITY OF KENNESAW**

To: Derek Easterling, Mayor  
City of Kennesaw  
City Hall  
2529 J.O. Stephenson Avenue  
Kennesaw, GA 30144

With Copies to: Jeff Drobney  
City Manager  
City of Kennesaw  
City Hall  
2529 J.O. Stephenson Avenue  
Kennesaw, GA 30144

City Attorney  
R. Randall Bentley, Sr., Esq.  
Bentley Law  
241 Washington Avenue, NE  
Marietta, GA 30060



**EXHIBIT C - NOTICES**

**CITY OF MARIETTA**

To: Steve Tumlin, Mayor  
City of Marietta  
P.O. Box 3536  
Marietta, GA 30061

With Copies to: William F. Bruton, Jr.  
City Manager  
City of Marietta  
P.O. Box 3536  
Marietta, GA 30061

City Attorney  
Douglas Haynie, Esq.  
Haynie, Litchfield & White, PC  
222 Washington Avenue  
Marietta, GA 30060

**CITY OF POWDER  
SPRINGS**

To: Al Thurman, Mayor  
City of Powder Springs  
City Hall  
P.O. Box 46  
Powder Springs, GA 30127

With Copies to: Pam Conner  
City Manager  
City of Powder Springs  
City Hall  
P. O. Box 46  
Powder Springs, GA 30127

City Attorney  
David Hammock, Esq.  
Gregory, Doyle, Calhoun and Rogers, LLC  
49 Atlanta Street, S.E.  
Marietta, GA 30060

**EXHIBIT C - NOTICES**

**CITY OF SMYRNA**

To: Derek Norton, Mayor  
City of Smyrna  
City Hall  
2800 King Street  
Smyrna, GA 30080

With Copies to: Tammi Sadler Jones  
City Administrator  
City of Smyrna  
City Hall  
2800 King Street  
Smyrna, GA 30080

City Attorney  
Scott Cochran, Esq.  
Cochran & Edwards  
2950 Atlanta Road, SE  
Smyrna, GA 30080



## **BOC Chair**

Michael H. Boyce, Chairman

Districts All

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**Item No. 40.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** June 9, 2020

### **PURPOSE**

To adopt a resolution condemning racism and reaffirming Cobb County's values of inclusion, respect, and justice and the County's commitment to reinforce these values.

### **BACKGROUND**

The Cobb County Board of Commissioners is saddened by the tragic events recently and currently taking place across the country. Freedoms for all Americans are guaranteed in the Constitution of the United States. Racism and hate have no place in our nation nor in our County.

Cobb County is proud of its cultural diversity and we stand with all citizens of Cobb County against racism and reaffirm our commitment to fighting for racial and economic justice, gender equality, and human and civil rights for all.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners adopt a resolution condemning racism and reaffirming Cobb County's values of inclusion, respect, and justice and the County's commitment to reinforce these values; and authorize the Chairman to execute any necessary documents to effectuate the intent of this item.

### **ATTACHMENTS**

1. Resolution Condemning Racism

**RESOLUTION CONDEMNING RACISM**

**WHEREAS**, the Cobb County Board of Commissioners is deeply saddened and concerned by the tragic events that have recently occurred across the country and here in Georgia; and

**WHEREAS**, the Cobb County Board of Commissioners is expressly opposed to racism, bigotry, hate and violence in any form; and

**WHEREAS**, the Cobb County Board of Commissioners is committed to actively working against the damaging effects of racism and to ensuring the Constitutional rights of every person who lives, works and visits Cobb County; and

**WHEREAS**, people of all races, ethnicities, cultures, and faith contribute to Cobb County’s strengths and well-being; and

**WHEREAS**, the Cobb County Board of Commissioners will continue to be honest and transparent with internal and external stakeholders and will continue to build on the culture of trust within the community; and

**WHEREAS**, in order to protect the health, safety, and welfare of its citizens and visitors, the Board wishes to condemn racism, bigotry, hate and violence which can no longer be tolerated in Georgia and in particular Cobb County.

**NOW, THEREFORE, BE IT RESOLVED** by the Cobb County Board of Commissioners that we stand with all citizens of Cobb County against racism and reaffirm our commitment to fighting for racial and economic justice, gender equality, and human and civil rights for all.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Cobb County Board of Commissioners

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

Attest:

\_\_\_\_\_  
Pamela L. Mabry, Clerk



## Transportation

Erica Parish, Agency Director

District 4

Item No. 41.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Mableton Parkway Pedestrian Improvements, Project No. X2762, CCDOT Contract No. 001518.

### **BACKGROUND**

Mableton Parkway Pedestrian Improvements is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program.

The project includes construction of 10-foot wide trail with curb and gutter on the west side of Mableton Parkway and a 5-foot wide sidewalk on the east side, from Factory Shoals Road to Discovery Boulevard. The total length of the project is approximately 2.4 miles.

Construction of this project will require Georgia Power Company to remove and relocate their existing facilities. Since the facilities may be located on Georgia Power Company's easement, the cost for the relocation, in an amount not to exceed \$39,117.00, may be reimbursable by Cobb County.

The Utility Relocation Agreement with Georgia Power Company has been reviewed by the County Attorney's Office.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X270-X270-8781-X2762-U	Preliminary Estimate	\$39,117.00
Transfer to:	347-050-X270-X270-8786-X2762-U	Utility Relocation	\$39,117.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Mableton Parkway Pedestrian Improvements is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 4 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity center multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

SPLOST Project Summary as of May 15, 2020:

Mableton Parkway Pedestrian Improvements	Budget:	\$5,705,000.00	Expended:	\$380,089.53
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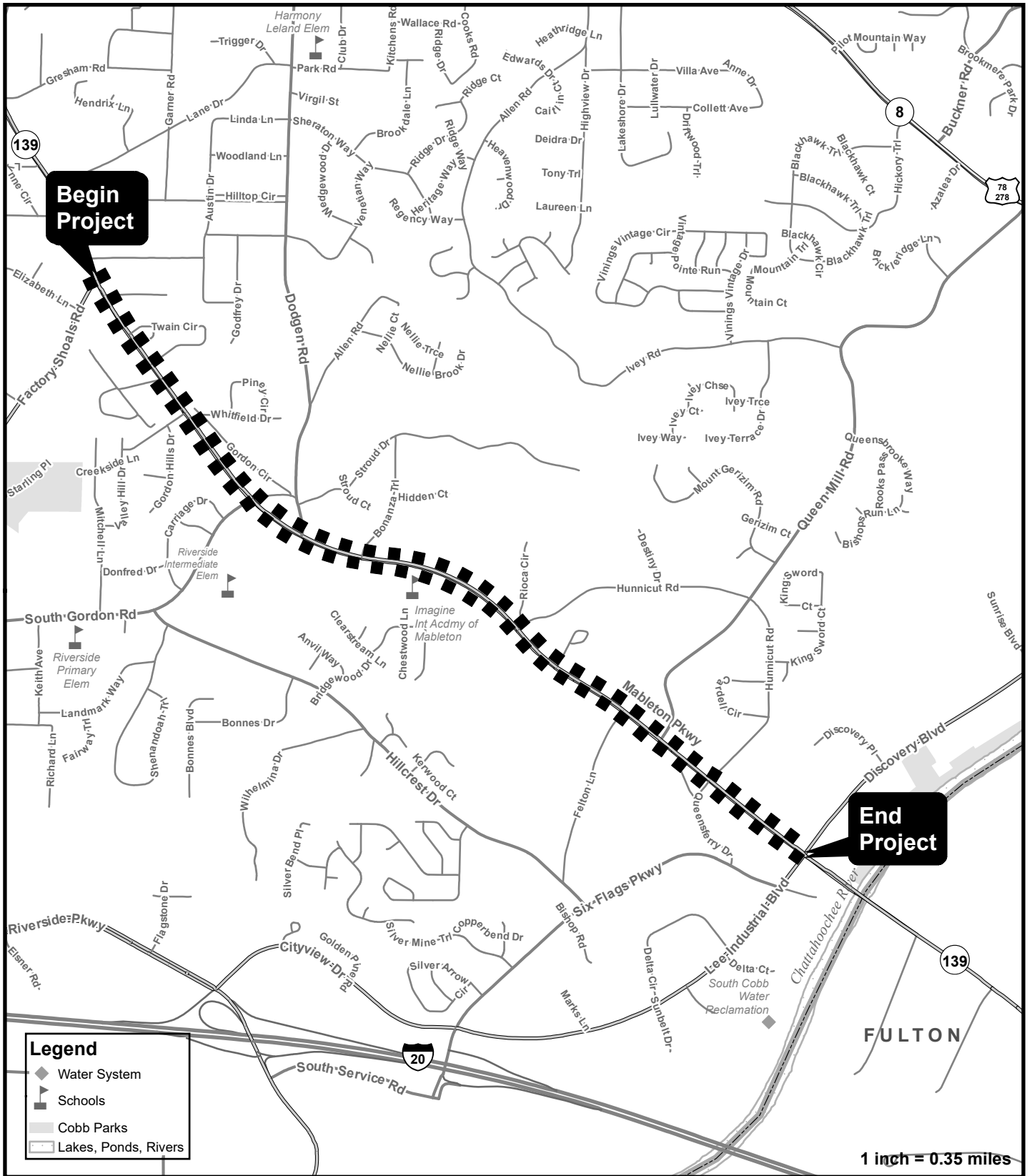
**RECOMMENDATION**

The Board of Commissioners approve a Utility Relocation Agreement with Georgia Power Company, in an amount not to exceed \$39,117.00, for preliminary engineering and relocation of facilities on Mableton Parkway Pedestrian Improvements, Project No. X2762, CCDOT Contract No. 001518; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Utility Relocation Agreement with Georgia Power Company

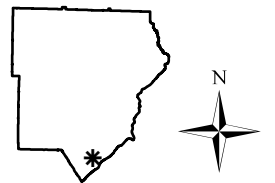
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Mableton Parkway Pedestrian Improvements**  
**Project No. X2762**

DATE: June 9, 2020



Notes: Commission District 4

**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: **Mableton Pkwy Pedestrian Improvement fm Factory Shoals to  
Discovery Blvd / Lee Industrial Blvd**

PROJECT NUMBER: **L6116**

CDOT PROJECT NUMBER: **E7560 / X2762-Old PI L6144**

This AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COBB COUNTY, State of Georgia (hereinafter referred to as the "County"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, the County proposes under the above written Project to construct Mableton Pkwy Pedestrian Improvement fm Factory Shoals to Discovery Blvd / Lee Industrial Blvd. (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of THIRTY-NINE THOUSAND, ONE HUNDRED SEVENTEEN Dollars (\$39,117.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the County that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the County agrees to bear one hundred percent (100%) of the actual costs of said relocation expenses, which is estimated to be THIRTY-NINE THOUSAND, ONE HUNDRED SEVENTEEN Dollars (\$39,117.00), subject to the County's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the County to verify the Company's claim, and subject to further County's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the County will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the County determines that the Company's presented information is insufficient to make a determination, the County will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the County certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the



issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the County will make such determination regarding the Company's claim for prior rights no later than six (6) months from the date of County's receipt of information sufficient for the County to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the County.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the County. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, County will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the County will pay the Company a sum equal to the lesser of one hundred percent (100%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the County (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights.

Section 4. The County will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the County. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify County of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the County's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.

9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem

necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or Cobb County's Board of Commissioners fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

#### Section 10.

- 10.1 If the Company chooses to submit progress payments, the County will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the work, the Company shall submit a final bill to the County and the County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the County.
- 10.2 For purposes of this Section 10.1, "Verification" means that the County has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should the County fail to provide such documentation within the specified time period, the County must pay the disputed amount. The County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the County, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the County to test the accuracy of the invoices to which the audit pertains, provided that the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the County (based on the mutually agreed upon audit results), the County may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**COBB COUNTY, GEORGIA**

By: \_\_\_\_\_  
**Chairman, Board of Commissioners**  
(SEAL)

ATTEST:  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Notary: \_\_\_\_\_ (SEAL)

Approved as to Form by:

\_\_\_\_\_  
Cobb County  
Department of Transportation

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_

Title: Centralized Engineering Svcs Manager

Date: 4/21/2020



ATTEST: Kristi L. Dow  
By: Kristi L. Dow  
Title: Assistant Secretary (SEAL)

Witness: M. R. K.

Notary: [Signature] (SEAL)

Give proper title of each person executing Agreement. Attachment required.



Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H02718
Rep Allow	: No	P.E.	: 7030 01      WR# :
Customer	: COBB CO/DOT L6116	Job Reference	: 3730317
Address	: L6116 MABLETON PKWY	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: MABLETON	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	: 0336-1288	Substation	: GORDON ROAD 115/25
Estimate Name	: COBB CO/DOT L6116	Circuit	: A0122-CPN
Date Last Est	: 20-APR-2020	Charge Account	: H02718-GP892-300-00000
Engineer	: WATKINS, MICHAEL T.	Credit Account	: H02718-GP892-300-99992
Committed Service Date	:	CSS Bill Acct#	:

Job Description : Relocate Georgia Power Facilities for Road project

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:					\$0
<b>Billing:</b>	Fixed	Joint Use	Out Of Ratio	Customer Contribution	
	\$39,117	\$0	\$0	\$0	
<b>MANHOURS:</b>	Onsite	Travel	Headquarters	Total	
Company	72.64	10.93	3.67	87.24	
Contractor	84.48	9.99	5.00	99.47	
			Total Estimated:	186.71	

Labor Multiplier :	1.25	Comment :	DOT				
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl :	0.00
<b>Cost Summary</b>	Plant	Transformers	Meters	Maint	Removal	Total	
Company Labor	\$2,926	\$0	\$0	\$2,065	\$1,633	\$6,624	
Contract Labor	\$12,303	\$0	\$0	\$0	\$479	\$12,782	
Company Material	\$1,726	\$0	\$0	\$0	\$0	\$1,726	
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0	
Company Equipment	\$1,141	\$0	\$0	\$805	\$637	\$2,583	
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Engr Supv OH	\$10,133	\$0	\$0	\$0	\$1,539	\$11,672	
Subtotal	\$28,229	\$0	\$0	\$2,870	\$4,288	\$35,387	
Blanket						\$0	
Salvage	\$0	\$0	\$0	\$0	\$0	\$0	
<b>Total</b>	\$28,229	\$0	\$0	\$2,870	\$4,288	\$35,387	

Total WO Bill :						\$34,819	
Total Net Cost :						\$568	
Incidental Maint :	\$2,870	Revenue :	\$0	Total Ratio :	0.00		
Rate :		Loc Cost :	\$0	Local Ratio :	0.00		
TVM Amount :	\$4,298	CPS Amount :	\$0	Sales Tax :	\$0	Profit :	\$0
Total Bill Amount :	\$39,117	EFOC :	\$0				

<b>Approvals</b>	<b>Date</b>	<b>Completed By</b>	<b>Date</b>
Auth :	WATKINS, MICHAEL T.	01-JUL-2019	_____
Close :			_____



## Transportation

Erica Parish, Agency Director

District 3

Item No. 42.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Kinjac Drive Sidewalk, Project No. X2750, CCDOT Contract No. 001534.

### **BACKGROUND**

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

Kinjac Drive Sidewalk consists of adding a five-foot wide sidewalk along the east side of Kinjac Drive, from Sandy Plains Road to Macby Drive. The total length of the project is estimated at 0.40 miles.

Construction of this project will require Georgia Power Company to remove and relocate their existing facilities. Since the facilities may be located on Georgia Power Company's easement, the cost for the relocation, in an amount not to exceed \$23,729.00, may be reimbursable by Cobb County.

The Utility Relocation Agreement with Georgia Power Company has been reviewed by the County Attorney's Office.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X270-X270-8761-X2750-C	Preliminary Estimate	\$23,729.00
Transfer to:	347-050-X270-X270-8786-X2750-U	Utility Relocation	\$23,729.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Kinjac Drive Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 3 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity center multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

SPLOST Project Summary as of May 15, 2020:

Kinjac Drive Sidewalk	Budget:	\$420,500.00	Expended:	\$155,622.99
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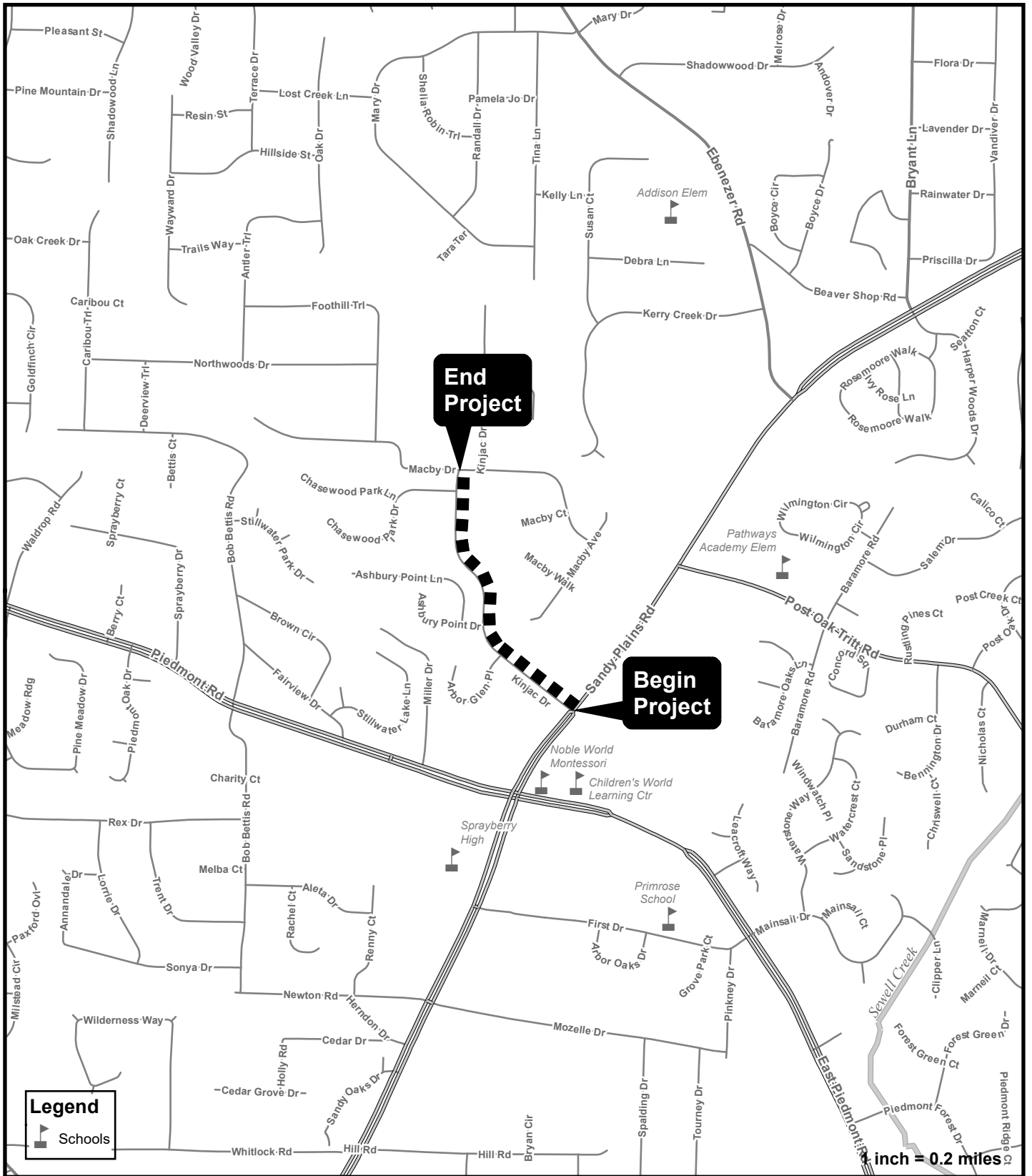
**RECOMMENDATION**

The Board of Commissioners approve a Utility Relocation Agreement with Georgia Power Company, in an amount not to exceed \$23,729.00, for preliminary engineering and relocation of facilities on Kinjac Drive Sidewalk, Project No. X2750, CCDOT Contract No. 001534; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Utility Relocation Agreement with Georgia Power

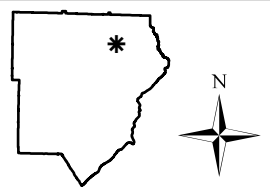
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Kinjac Drive Sidewalk  
Project No. X2750

DATE: June 9, 2020



Notes: Commission District 3



**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: **Kinjac Drive sidewalk**  
PROJECT NUMBER: **L8143**  
CDOT PROJECT NUMBER: **X2750**

This AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COBB COUNTY, State of Georgia (hereinafter referred to as the "County"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

W I T N E S S E T H:

WHEREAS, the County proposes under the above written Project to construct Kinjac Drive sidewalk. (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of TWENTY-THREE THOUSAND, SEVEN HUNDRED TWENTY-NINE Dollars (\$23,729.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the County that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the County agrees to bear one hundred percent (100%) of the actual costs of said relocation expenses, which is estimated to be TWENTY-THREE THOUSAND, SEVEN HUNDRED TWENTY-NINE Dollars (\$23,729.00) subject to the County's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the County to verify the Company's claim, and subject to further County's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the County will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the County determines that the Company's presented information is insufficient to make a determination, the County will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the County certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the County will make such determination regarding the Company's claim for prior rights no later than six

(6) months from the date of County's receipt of information sufficient for the County to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the County.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the County. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, County will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the County will pay the Company a sum equal to the lesser of one hundred percent (100%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the County (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights.

Section 4. The County will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the County. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify County of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

- 9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the County's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.
- 9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided,

however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or Cobb County's Board of Commissioners fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

#### Section 10.

- 10.1 If the Company chooses to submit progress payments, the County will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the work, the Company shall submit a final bill to the County and the County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the County.
- 10.2 For purposes of this Section 10.1, "Verification" means that the County has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should the County fail to provide such documentation within the specified time period, the County must pay the disputed amount. The County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the County, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the County to test the accuracy of the invoices to which the audit pertains, provided that the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the County (based on the mutually agreed upon audit results), the County may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

COBB COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
(SEAL)

ATTEST:  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Notary: \_\_\_\_\_ (SEAL)

Approved as to Form by:

\_\_\_\_\_  
Cobb County  
Department of Transportation

GEORGIA POWER COMPANY

By: \_\_\_\_\_

Title: Centralized Engineering Svcs Manager

Date: 4/20/2020

ATTEST:  
By: Kristi L. Dow  
Kristi L. Dow

Title: Assistant Secretary (SEAL)

Witness: M. RK

Notary: A. J. (SEAL)

Give proper title of each person executing Agreement.



Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H08920
Rep Allow	: No	P.E.	: 7030 01      WR# :
Customer	: COBB CO/DOT L8143	Job Reference	: 1349820
Address	: L8143 KINJAC DRIVE SIDEWALK	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: MARIETTA	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	:	Substation	:
Estimate Name	: COBB CO/DOT L8143	Circuit	:
Date Last Est	: 13-APR-2020	Charge Account	: H08920-GP892-300-00000
Engineer	: PATTERSON,CHELSEA M	Credit Account	: H08920-GP892-300-99992
Committed Service Date	:	CSS Bill Acct#	:

Job Description : RELOCATE GPC FACILITIES IN CONFLICT WITH SIDEWALK PROJECT

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:					\$0
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution	
	\$0	\$0	\$0	\$0	
MANHOURS:	Onsite	Travel	Headquarters	Total	
Company	73.12	10.97	3.68	87.77	
Contractor	26.50	5.00	2.52	34.02	
			Total Estimated:	121.79	

Labor Multiplier :	1.25	Comment :	DOT				
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl :	0.00
Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total	
Company Labor	\$3,141	\$77	\$0	\$1,104	\$2,342	\$6,664	
Contract Labor	\$3,480	\$0	\$0	\$0	\$380	\$3,860	
Company Material	\$1,274	\$1,364	\$0	\$0	\$0	\$2,638	
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0	
Company Equipment	\$1,225	\$30	\$0	\$431	\$913	\$2,599	
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Engr Supv OH	\$5,108	\$824	\$0	\$0	\$2,036	\$7,968	
Subtotal	\$14,228	\$2,295	\$0	\$1,535	\$5,671	\$23,729	
Blanket						\$0	
Salvage	\$0	\$0	\$0	\$0	\$0	\$0	
Total	\$14,228	\$2,295	\$0	\$1,535	\$5,671	\$23,729	

Total WO Bill :							\$0
Total Net Cost :							\$23,729
Incidental Maint :	\$1,642	Revenue :	\$0	Total Ratio :	0.00		
Rate :		Loc Cost :	\$0	Local Ratio :	0.00		
TVM Amount :	\$0	CPS Amount :	\$0	Sales Tax :	\$0	Profit :	\$0
Total Bill Amount :	\$0	EFOC :	\$0				

Approvals	Date	Completed By	Date
Auth :		_____	
Close :		_____	



## Transportation

Erica Parish, Agency Director

District 3

Item No. 43.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the contract with American Lighting and Signalization, Inc., for construction of a traffic signal at the intersection of Cobb Place Boulevard and Vaughn Road, Project No. X2326, CCDOT Contract No. 001351.

### BACKGROUND

Intersection Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

Traffic at the intersection of Cobb Place Boulevard at Vaughn Road was controlled by a side street stop sign. The Department completed a traffic study of the intersection. Based upon existing heavy traffic volumes, signalization of the intersection was recommended to improve traffic control.

On November 13, 2018, the Board of Commissioners authorized installation of a traffic signal at the intersection of Cobb Place Boulevard and Vaughn Road. The Board also approved a contract with American Lighting and Signalization, Inc. (American Lighting), for construction of the traffic signal.

### **Details for action requested are as follows:**

Construction is complete and Change Order No. 1 (final) to the contract with American Lighting, a savings to the project in the amount of \$33,033.00, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with American Lighting.

Original Contract	\$226,368.00
<b>Change Order No. 1 (final)</b>	<b><u>(\$ 33,033.00)</u></b>
<b>Revised Contract</b>	<b>\$193,335.00</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34711131831: 347-050-X230-X230-8771-X2326-C Signalization Construction \$33,033.00

Transfer from:	347-050-X230-X230-8771-X2326-C	Signalization Construction	\$33,033.00
Transfer to:	347-050-X230-X230-8761-X2326-C	Preliminary Estimate	\$33,033.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Intersection Improvements.

Cobb Place Boulevard at Vaughn Road (Traffic Signal Installation) is an eligible project/program under the Safety and Operational Improvements - Intersection Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 17). Safety and Operational Improvements include typical safety and operational improvements or roundabout construction. Specific locations have been determined by analysis.

SPLOST Project Summary as of May 15, 2020:

Cobb Place Boulevard at Vaughn Road	Budget:	\$227,368.00	Expended:	\$193,460.50
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**RECOMMENDATION**

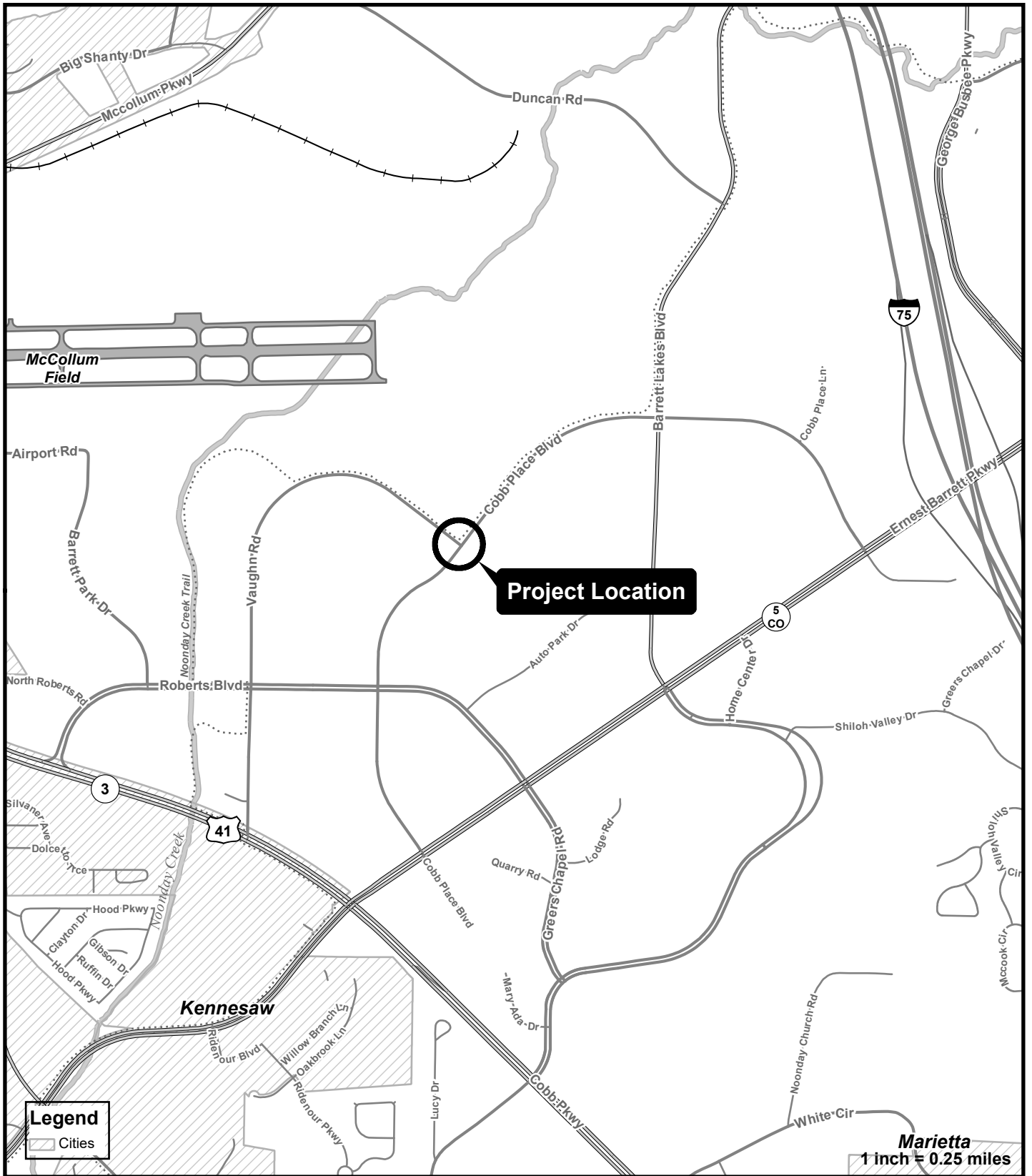
The Board of Commissioners approve Change Order No. 1 (final) to the contract with American Lighting and Signalization, Inc., a savings to the project in the amount of \$33,033.00, for construction of a traffic signal at the intersection of Cobb Place Boulevard and Vaughn Road, Project No. X2326, CCDOT Contract No. 001351; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map



# LOCATION MAP



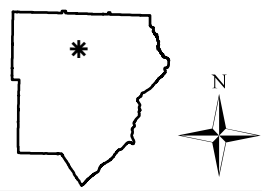
**Legend**  
 Cities



**Department of Transportation**

**PROJECT:**  
 Cobb Place Boulevard at Vaughn Road  
 Traffic Signal Installation  
 Project No. X2326

DATE: June 9, 2020



Notes: Commission District 3



## Transportation

Erica Parish, Agency Director

Districts All

Item No. 44.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve Change Order No. 2 to the contract with R.J. Haynie & Associates, Inc., for Traffic Signal Timing - SCATS Expansion, Project No. X2522, CCDOT Contract No. 001483.

### **BACKGROUND**

Traffic Signal Timing – Sydney Coordinated Adaptive Traffic System (SCATS) Expansion is an approved project in the Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements Program.

The project will add 33 signalized intersections to SCATS. This will include vehicle detection modification and/or installation with SCATS signal timing implementation in the following seven corridors: Atlanta Road, Bells Ferry Road, Cumberland Parkway, Jiles Road, Shiloh Road, Spring Hill Parkway, and Wade Green Road.

Adaptive traffic signal control is most beneficial where traffic conditions are frequently unpredictable, such as in major activity centers and on corridors which include interstate interchanges. The corridors selected for this SCATS expansion project are primarily at interstate interchanges, with some locations improving coverage in existing SCATS regions. A list of the 33 intersections included in this expansion project is attached.

On August 27, 2019, the Board of Commissioners approved a contract with R.J. Haynie & Associates, Inc., (R.J. Haynie) for Traffic Signal Timing - SCATS Expansion.

On November 12, 2019, the Board approved Change Order No. 1, to the contract with R.J. Haynie, a savings in the amount of \$296,010.00, and Supplemental Agreement No. 1, in an amount not to exceed \$240,900.00, a net reduction in the amount of \$55,110.00 for removal/unit price adjustment of the timing support services component.

**Details for action requested are as follows:**

As a result of the COVID-19 pandemic and declarations of emergency on national, state and local levels, traffic volumes on the corridors included in this contract are currently at much lower than normal levels. To ensure the accuracy of the SCATS conversion, the Department recommends extending the contract completion date to allow traffic volumes to return to typical levels.

Change Order No. 2 to the contract with R.J Haynie, a no-cost time extension revising the contract completion date from July 12, 2020 to December 31, 2020, is requested to allow for completion of the contracted work.

Original Contract	\$877,900.00
Change Order No. 1	(\$296,010.00)
Supplemental Agreement No. 1	\$240,900.00
<b>Change Order No. 2</b>	<b>\$ 0.00</b>
<b>Revised Contract</b>	<b>\$822,790.00</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 2 to the contract with R.J. Haynie & Associates, Inc., a no-cost time extension through December 31, 2020 for Traffic Signal Timing – SCATS Expansion, Project No. X2522, CCDOT Contract No. 001483; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Traffic Signal Timing - SCATS Expansion List of Intersections

**Traffic Signal Timing - SCATS Expansion**  
**List of Intersections**  
**Project No. X2522**

No.	INTERSECTION
1	Bells Ferry Road at North Booth Road
2	Bells Ferry Road at I-575 Northbound Ramp
3	Bells Ferry Road at I-575 Southbound Ramp
4	Bells Ferry Road at Orchard Square
5	Bells Ferry Road at Hawkins Store Road/Bramford Way
6	Bells Ferry Road at Shiloh Road/Shallowford Road
7	Cherokee Street at Jiles Road
8	Cherokee Street/Wade Green Road at Shiloh Road
9	Wade Green Road at I-75 Southbound Ramp
10	Wade Green Road at I-75 Northbound Ramp
11	Wade Green Road at George Busbee Parkway
12	Wade Green Road at Hickory Grove Road/Wooten Lake Road
13	Wade Green Road at Parkwood Chase
14	Shiloh Road at George Busbee Parkway
15	Shiloh Road at Frey Road
16	Shiloh Road at North Booth Road/Wooten Lake Road
17	Jiles Road at Legacy Park Boulevard
18	Jiles Road at Moon Station Road
19	Jiles Road at Baker Road
20	Jiles Road at Kennesaw 75 Parkway
21	Jiles Road at Royal Drive
22	Spring Hill Parkway at Mount Wilkinson Parkway
23	Cumberland Parkway at Gilmore Road
24	Cumberland Parkway at Beech Haven Trail
25	Atlanta Road at Nifda Boulevard
26	Atlanta Road at Plant Atkinson Road
27	Atlanta Road at North Church Lane
28	Atlanta Road at Brownwood Lane
29	Atlanta Road at I-285 Northbound Ramp
30	Atlanta Road at I-285 Southbound Ramp
31	Atlanta Road at Pine Street
32	Atlanta Road at Cumberland Parkway
33	Atlanta Road at Cooper Lake Drive/Gilmore Road



## Transportation

Item No. 45.

Erica Parish, Agency Director

District 4

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** June 9, 2020

### PURPOSE

To approve Change Order No. 1 (final) to Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276.

### BACKGROUND

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

Anderson Farm Road is classified as a Major Collector on the Cobb County Major Thoroughfare Plan. The existing drainage structure located at the intersection of Anderson Farm Road and Powder Springs Road failed. The project scope included reconstruction of the catch basin, replacement of curb and gutter on each side of the failed catch basin, and minor roadway repairs.

On January 14, 2020, the Board of Commissioners approved Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., (Chatfield) for drainage system repairs on Anderson Farm Road at Powder Springs Road.

### **Details for action requested are as follows:**

Construction is complete and Change Order No. 1 (final) to the contract with Chatfield, a savings to the project in the amount of \$2,770.85, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Chatfield.

Original Contract	\$24,455.00
<b>Change Order No. 1</b>	<b><u>(\$ 2,770.85)</u></b>
<b>Revised Contract</b>	<b>\$21,684.15</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34701142032:	347-050-X220-X220-8762-X2262-C	Turnkey Construction	\$2,770.85
Transfer from:	347-050-X220-X220-8762-X2262-C	Turnkey Construction	\$2,770.85
Transfer to:	347-050-X220-X220-8761-X2262-C	Preliminary Estimate	\$2,770.85

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Anderson Farm Road at Powder Springs Road is an eligible project/program under the Infrastructure Preservation – Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

SPLOST Project Summary as of May 15, 2020:

Drainage - Anderson Farm Road at Powder Springs Road      Budget: \$24,455.00    Expended: \$17,869.30

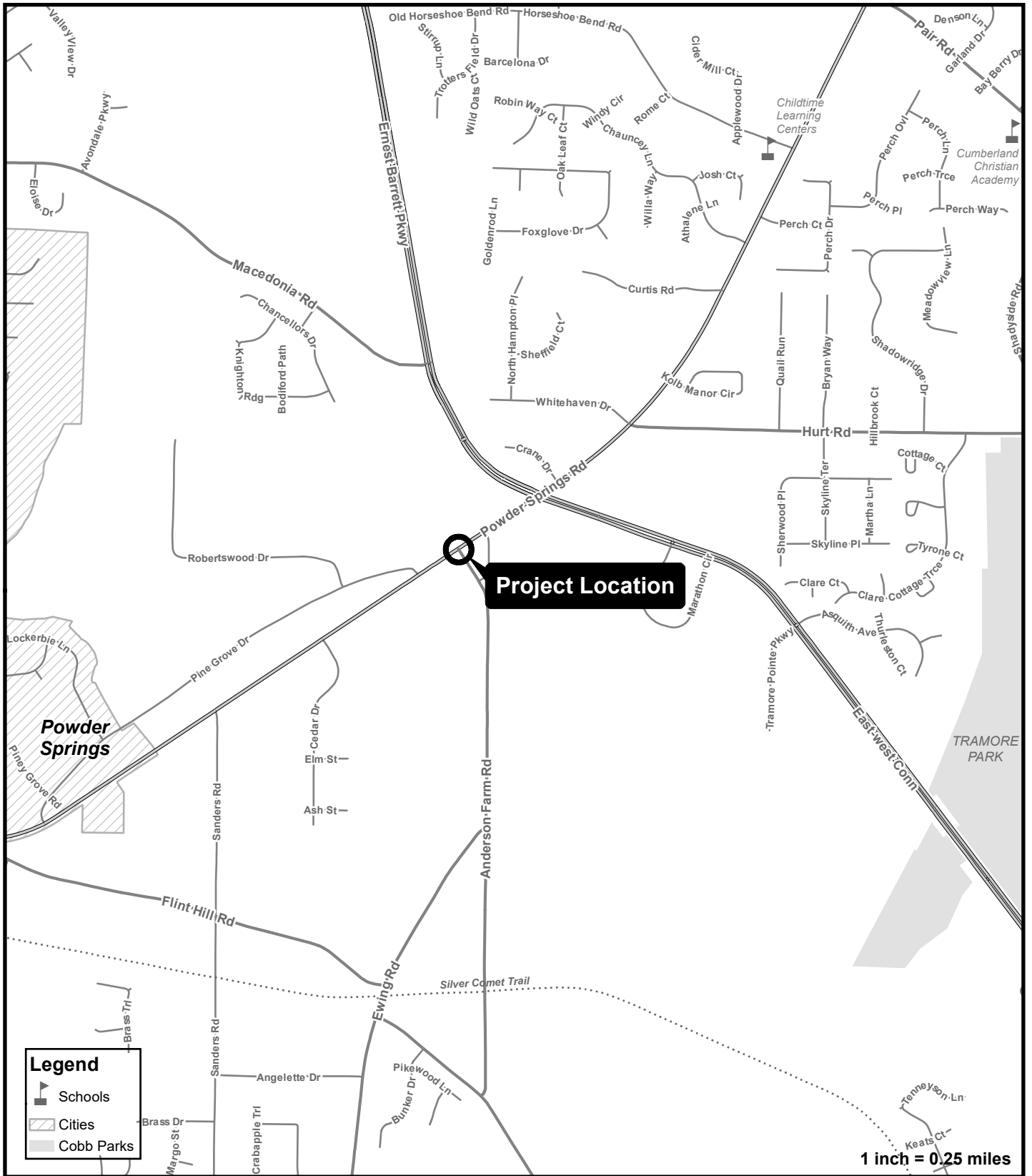
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$2,770.85, for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

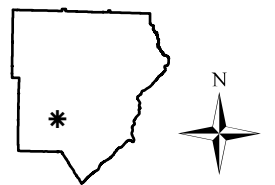
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Powder Springs Road at Anderson Farm Road**  
**Project No. X2262**

DATE: June 9, 2020



Notes: Commission District 4



## Information Services

Item No. 46.

Sharon Stanley, Agency Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Sharon Stanley, Agency Director  
Joe Tommie, Purchasing Director

**DATE:** June 9, 2020

### **PURPOSE**

To approve a contract with Pioneer Technology Group and authorize the Purchasing Director to purchase technology infrastructure greater than \$100,000.00 for a new Unified Court Case Management System. This is partially funded by 2016 SPLOST, Support Services Technology Improvements Program X0020.

### **BACKGROUND**

In November 2014, judicial and elected officials agreed to pursue a Unified Court Case Management System (UCCMS) to serve the needs of all users within the Cobb Judicial Circuit. The new UCCMS will replace the aging (20 years) case management system, as well as, other disparate systems including: Superior Court Case Management System, Jury System, Marriage License, Firearms, Circuit Defender System, E-filing, and Alternative Dispute Resolution. Rapidly increasing technological advances provide a significant opportunity for our judicial system to further critical objectives and initiatives for the benefit and encouragement of public safety. A new system will provide a more open court, efficient administration of cases and court operations, preservation of court records, and instant exchange of information among courts, the public, and various governmental agencies.

On February 13, 2018, the Board of Commissioners authorized issuance of a Request for Proposal (RFP) for acquisition of a new Unified Court Case Management System. The Board also authorized advertisement for and conduct of a public hearing for professional services for the planning, design, development, and implementation of the new UCCMS system. The public hearing was held on March 13, 2018.

RFP #18-6339 to acquire a Unified Court Case Management System was advertised in The Marietta Daily Journal on March 16, March 23, March 30, April 6, April 13, April 20, April 27, and May 4, 2018, in accordance with Selection Process 2 (Competitive Proposals) in the Policy for the Procurement of Professional Services, as amended by the Board on November 25, 2014.



Proposals were received on May 10, 2018, with six firms responding: 1. Journal Technologies, Inc., 2. MicroPact Global, Inc., 3. Pioneer Technologies Group, 4. Prolifics, Inc., 5. Thomson Reuters Court Management Solutions, and 6. Tyler Technologies, Inc.

The proposals were reviewed by a selection committee comprised of members from Superior Court Administration, Superior Court Clerk, State Court Administration, State Court Clerk, Magistrate Court, Juvenile Court, Probate Court, District Attorney's Office, Solicitor General's Office, Sheriff's Office, Circuit Defender's Office, Information Services Department, and Purchasing Department. Pioneer Technology Group was selected based on their understanding of the project, proposed staffing, levels of experience and past performance, project approach, availability, cost and financial stability.

The department requests approval of a contract with Pioneer Technology Group in an amount not to exceed \$7,763,155.92 to plan, design, develop and implement a new UCCMS for Cobb County.

Additionally, the department requests authorization for the Purchasing Director to purchase required technology infrastructure greater than \$100,000 and other project related system interfaces, system conversions, technical equipment and one contract position for two years, for the new UCCMS. This includes new computer, network, and server hardware, licenses, software and professional services available to purchase from various contracts or price agreements with the U.S. General Services Administration, State of Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency. The estimated cost of these purchases is an amount not to exceed \$3,422,500.61.

The total project cost is an amount not to exceed \$11,185,656.53 and includes a 5.7% contingency of \$638,889.24 to cover any unexpected project costs. Technology Improvements is an eligible capital projects/program under the 2016 SPLOST and will partially fund the UCCMS project in an amount not to exceed \$2,693,000.00.

In accordance with the Policy on Contract Management approved by the Board on July 8, 1997, and amended August 12, 2003 and September 23, 2008, approval of the Board of Commissioners is required to purchase goods and services greater than \$100,000.00 through contracts or price agreements with the U.S. General Services Administration, State of Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

### **IMPACT STATEMENT**

Additional funding in the amount of \$3,002,000.00 will be included in the FY 2021 adopted budget.

On-going annual operating costs associated with the UCCMS software is expected to be \$471,667.00 and will begin in FY 2022. On-going costs for UCCMS hardware is expected to be \$80,275.68 and will begin in FY 2023. Funding for FY 2022 and beyond for software maintenance, and funding for FY 2023 and beyond for hardware maintenance will be requested within the normal biennial budget process.

**FUNDING**

Funding is currently available in the Capital Projects Fund 380, Information Services 8676, Unit 4568, as follows:

380-035-4568-8676 \$5,490,657.00

Additional funding in the amount of \$3,002,000.00 is included in the FY 2021 proposed budget tentatively scheduled to be adopted by the Board July 28, 2020.:

010-014-0140-6594 (Judicial Unified Court Case Management System) \$3,002,000.00

Funding currently available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfer:

Transfer from:	347-035-X002-X002-8005-X0020-A	(Preliminary Estimates)	\$2,693,000.00
Transfer to:	347-035-X002-X002-8675-X0020-M	(Computer Software)	\$ 987,338.64
	347-035-X002-X002-8420-X0020-M	(Computer Hardware)	\$1,088,530.69
	347-035-X002-X002-6258-X0020-M	(Accountable Equipment)	\$ 617,130.68

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Technology Improvements.

The Unified Court Case Management System project is an eligible project/program under the 2016 SPLOST and will be partially funded through the 2016 SPLOST. “Business Technology Transformation” is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which includes replacement of existing software applications.

SPLOST Project Summary as of May 2020:

Budget: \$23,358,000.00 Expended: \$2,875,967.85

**RECOMMENDATION**

The Board of Commissioners approve a contract with Pioneer Technology Group, in an amount not to exceed \$7,763,155.92, to implement a new Unified Court Case Management System; authorize the Purchasing Director to purchase required technology infrastructure greater than \$100,000 and other project related interfaces, conversions technical equipment and one contract position for two years,for the new UCCMS in an amount not to exceed \$3,422,500.61; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None