CALL TO ORDER

1. Public comment will be part of the Board of Commissioners virtual meeting. Participation will be via phone only. The link to sign up for participation will be posted on cobbcounty.org on Thursday, May 7, 2020.

CONSENT AGENDA

Water System

2. To approve four contract extensions and five new contracts through FY21 for hourly-rate services to perform miscellaneous hydrologic, structural, environmental, and geotechnical engineering related consulting services for the Stormwater Management Division on an on-call, as-needed basis.

3. To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with Chatfield Contracting, Inc. for 3340 Somerset Court, Program No. SW2016.

4. To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with W.E. Contracting Co., Inc. for 4450 Nassau Way, Program No. SW2052.

5. To convey by quit claim deed to the underlying property owner any County rights associated with a section of abandoned sanitary sewer line located at 4230 Fairgreen Terrace.

6. To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with K. M. Davis Contracting Co., Inc., for Little Noonday Creek Sewer Abandonment, Program No. S1137.

7. To approve a construction contract with Tippins Contracting Co., Inc., for Valley Brook Water Main Replacement, Program No. W2382.
8. To approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Wade Coots Company, Inc. for Midway Road Sewer Crossing, Program No. S1130.

Transportation


10. To approve an update to the Airport Layout Plan Set of the Cobb County International Airport Master Plan, to include a new hangar development site at Cobb County International Airport – McCollum Field.

11. To authorize the establishment of “No Parking” zones along both sides of Pindos Pass and Pindos Trail.

Public Services Agency

PARKS

12. To authorize expenditures for the necessary replacement of playground safety surfacing at Hurt Road Park and Oakdale Park, necessary playground safety improvements at East Cobb Park and the replacement of playgrounds at Old Clarkdale Park, Mableton Town Square and Pitner Road Park from collected cellular tower revenues.

Senior Services

13. To authorize the acceptance of an award from the Atlanta Regional Commission as part of the Greater Atlanta COVID-19 Response and Recovery Fund for meal delivery to seniors impacted by COVID-19.

Support Services Agency

Information Services
14. To authorize the Purchasing Director to purchase Panasonic Toughbooks and accessories greater than $100,000.00, for the Cobb County Police Department (CCPD), under provisions of Georgia Department of Administrative Services Contract 99999S-SPD-T20120702-0006 with ARC.

15. To authorize the Purchasing Director to make purchases greater than $100,000.00 under provisions of Midwestern Higher Education Commission (MHEC) Contract No. MHEC-07012015 with Dell Marketing L.P. for personal computers, laptops, and related services.

Public Safety Agency

Fire Department

16. To authorize the application and acceptance of grant funding through the FEMA Assistance to Firefighters Grant Program for personal protective equipment.

17. To approve the sale of surplus fire engines to the Haralson County Fire Department.

18. To approve the donation of surplus fire protective equipment to the City of Bremen Fire Department.

19. To approve the donation of surplus fire rescue and extrication tools to the Pickens County Fire Department.

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

21. To authorize the appointment of Cobb Fire and Emergency Medical Services Division Chief Nicholas Adams to the Georgia Region III EMS Council.

Community Development
22. To approve an Annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 55.9-acre tract located at 2802 and 2820 Baker Road, and 4801, 4803, 4807, 4815, 4817, and 4819 White Lake Drive, into the City of Acworth.

23. To approve the annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 2-acre tract located at 3824, 3836, and 3849 Lakeview Way, and 3821 and 3827 Old Highway 41, into the City of Acworth.

**Human Resources**

24. To approve revisions to the Compensation Policy.

**Finance**

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

26. To authorize the application for, and acceptance of, federal funding available to local governments under the CARES Act, through the Coronavirus Relief Fund.

**CDBG**

27. To accept and allocate additional funding for the Community Services Block Grant program provided by the Georgia Department of Human Services.

**County Clerk**

28. To approve minutes.

**REGULAR AGENDA**

**BOARD OF COMMISSIONERS**

BOC Chair
29. To recommend the appointment of the Public Safety Agency Director.

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

31. To approve a resolution authorizing temporary hazard pay for personnel identified by the Department Head or Elected Official as essential personnel during a portion of Cobb County’s limited operational services period in an amount of $500 per month for the period of April 6, 2020 through June 12, 2020 or as that date may be extended to coincide with Georgia’s State Public Health Emergency and provided the employee is still employed with the County at the time of payment.

Transportation

32. To authorize procurement of a system upgrade for the current school flasher control system, Project No. E5040.

33. To authorize procurement of a traffic signal pole and mast arm for safety and operational improvements on Beech Road/Westside Drive, Project No. X2601.

34. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on five parcels on Kennesaw Mountain Pedestrian Improvements, State P.I. No. 0015279, Cobb County Project No. X2404.

35. To approve Project No. X2776-TO#2 to the 2018 Master Task Order Contract with CALYX Engineers and Consultants, for engineering design of Anderson Mill Road Sidewalk, CCDOT Contract No. 001305.

36. To approve Project No. X2778-TO#2 to the 2018 Master Task Order Contract with Lowe Engineers, LLC for engineering design of Callaway Road Sidewalk, CCDOT Contract No. 001309.

37. To approve the Department of Transportation's Prequalified List of Engineering and Associated Specialty Firms available to be utilized for the procurement of professional services for the 2020-2021 prequalification period.
38. To approve Change Order No. 3 (final) to the contract with Baldwin Paving Company, Inc., for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes, State P.I. No. 0011738, Cobb County Project Nos. E3030/E10D0, CCDOT Contract No. 000682.

39. To approve Project No. X2539-TO#1 to the 2018 Master Task Order Contract with AECOM Technical Services, Inc., for consulting services for the proposed CobbLinc Marietta Maintenance Facility Expansion project, CCDOT Contract No. 001298.

40. To authorize signalization of the following three intersections: Austell Powder Springs Road at Mosley Road; Stilesboro Road at Shillings Road; and Mars Hill Road at Fords Road; and approve Project No. TR515-TO#1 to the 2018 Master Task Order Contract with Barge Design Solutions, Inc., for engineering design of the signalization of the three intersections, CCDOT Contract No. 001304.

41. To authorize procurement of two Rectangular Rapid Flashing Beacons (RRFB) for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725.

42. To approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725, CCDOT Contract No. 001523.

43. To approve Project No. X2774-TO#1 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., for engineering design of Church Road Sidewalk, CCDOT Contract No. 001307.

44. To adopt a resolution in support of Sweetwater Mission’s submission of a GA100 Program grant application to the Atlanta United Foundation, in partnership with the Local Initiatives Support Corporation, for Six Flags Parkway Gateway Improvements, Project No. X2611.

Public Services Agency

PARKS
45. To approve the park naming of approximately 103 acres of County property on Discovery Boulevard in Mableton as "Discovery Park at the River Line".

46. To approve a contract with Century Industries, Inc. to provide and deliver a portable stage unit at Jim R. Miller Park, under the 2016 PARKS SPLOST Program.

Support Services Agency

47. To approve a Third Amendment, Extension & Modification of Lease Agreement with LGE Community Credit Union for the lease of property located at 430 Commerce Park Drive, SE.

Information Services

48. To approve a project agreement with Controlled Access, Inc. for the installation of the County’s enterprise access control and surveillance system at the new Medical Examiner facility. This is a 2016 SPLOST project, Technology Improvements Program X0020.

49. To authorize the Purchasing Director to purchase VoIP system licenses greater than $100,000.00, under provisions of Georgia Department of Administrative Services Contract 99999S-SPD-T20120501-0006 with Presidio. This project is partially funded by 2016 SPLOST project, Public Safety Improvements Program X1042.

Commissioners' Public Address

50. Commissioners' Public Address

NON-AGENDA ITEM

51. To approve a contract with Quality Recording Solutions, LLC for the replacement and maintenance of the E911 phone and radio recording system.

52. To approve settlement of a workers' compensation claim on behalf of Joseph Pino.
53. To authorize settlement of the below identified lawsuit, pursuant to the direction and within the terms as discussed in Executive Session on May 11, 2020, and authorize counsel to prepare and execute any necessary documents for the purpose of settling ongoing litigation.

ADJOURNMENT
PUBLIC COMMENT

Public comment will be part of the Board of Commissioner’s virtual meeting on Tuesday, May 11th at 9:00 am. 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 Friday, May 8th 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, as shown on a timer at the podium. Speakers should direct their comments toward the Chairman only.

The Board is pleased to offer this opportunity at each regular meeting.
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE

To approve four contract extensions and five new contracts through FY21 for hourly-rate services to perform miscellaneous hydrologic, structural, environmental, and geotechnical engineering related consulting services for the Stormwater Management Division on an on-call, as-needed basis.

BACKGROUND

For the past several years, the Board of Commissioners has approved hourly-rate agreements with multiple firms, allowing the Stormwater Management Division to access expertise in the resolution of minor issues in an efficient and timely manner. Qualification packages for the work have been submitted by the following firms, and all firms have been deemed qualified:

Aquascape Environmental
Brown and Caldwell
Dewberry Engineers Inc. (Extension)
GAIA Environmental Consulting (Extension)
Haines Gipson & Associates (Extension)
Piedmont Geotechnical Engineering Company
Rindt-McDuff Associates, Inc. (Extension)
United Consulting, Inc.
W.K. Dickson, Inc.

The new firms have submitted unit rates for services. Four firms for which extensions are requested have agreed to hold constant their unit rates and other terms of their previously executed On-Call Services contract.

The work contemplated by these contracts includes surveys, civil engineering designs and assessments, structural analysis and designs environmental audits, permitting, coordination with regulatory agencies, and other similar tasks where timeliness is at issue. The approved FY20 Adopted Operating Budget for the Stormwater Management Division includes $100,000.00 for outside engineering services plus $35,000.00 for...
professional services.

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the Water System’s Stormwater Engineering-Basic Fees and Professional Services. FY20 Adopted Operating Budget, Fund 500, Department 500, Unit 5600, Accounts 6314 and 6326.

**RECOMMENDATION**

The Board of Commissioners approve four contract extensions and five new contracts through FY21 for hourly-rate services to perform miscellaneous hydrologic, structural, environmental, and geotechnical engineering related consulting services for the Stormwater Management Division on an on-call, as-needed basis; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE
To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with Chatfield Contracting, Inc. for 3340 Somerset Court, Program No. SW2016.

BACKGROUND
Upon responding to an inquiry in Somerset Subdivision in the vicinity of 3340 Somerset Court, it was discovered that the stormwater conveyance system in this area is experiencing structural failure due to oxidation of the pipe’s invert resulting in the formation of sinkholes along the alignment of the pipe. This project consists of supplying all labor, materials, and equipment to remove and replace approximately 10 linear feet of 18-inch bituminous coated corrugated metal pipe, 20 linear feet of 48-inch bituminous coated corrugated metal pipe, and 295 square yards of 4-inch thick concrete driveway; to construct one 8-foot square manhole; to rehabilitate 105 linear feet of 48-inch bituminous coated corrugated metal pipe by the cured-in-place pipe method; and to perform all work required to restore the site. This project is complicated by subsurface conditions and a congested work site.

Pricing for the work was solicited from prequalified unit price contractors:

Chatfield Contracting., Inc. $160,207.00
Site Engineering, Inc. $175,635.00

Chatfield Contracting., Inc. submitted the lowest-priced responsive unit price bid in an amount not to exceed $160,207.00.

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  $160,207.00

Transfer to:
3340 Somerset Court
Drainage Contract R&M Service  510-500-5758-6496  SW2016-C  $160,207.00

RECOMMENDATION

The Board of Commissioners approve a construction contract with Chatfield Contracting, Inc., in the amount of $160,207.00, for 3340 Somerset Court, Program No. SW2016; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 3340 Somerset Court SW2016
Project: 3340 Somerset Court
Program Number: SW2016
Land Lot(s): 997
District(s): 17
Commission District(s): 2
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE

To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with W.E. Contracting Co., Inc. for 4450 Nassau Way, Program No. SW2052.

BACKGROUND

Upon responding to an inquiry in Princeton Walk Subdivision in the vicinity of 4450 Nassau Way, it was discovered that the stormwater conveyance system in this area is experiencing structural failure due to oxidation of the pipe’s invert, resulting in the formation of sinkholes along the alignment of the pipe. This project consists of supplying all labor, materials, and equipment to remove and replace approximately 320 linear feet of 30-inch bituminous coated corrugated metal pipe, four 4-foot diameter manholes, 268 square yards of 4-inch thick concrete driveway, and 40 square yards of concrete sidewalk, and to perform all work required to restore the site. This project is complicated by site conditions and congested utilities.

Pricing for the work was solicited from prequalified unit price contractors:

W.E. Contracting Co., Inc. $102,343.50
Ray Campbell Contracting Co., Inc. $108,038.00
Chatfield Contracting., Inc. $119,512.00
Site Engineering, Inc. $174,250.00

W.E. Contracting Co., Inc. submitted the lowest-priced responsive unit price bid in an amount not to exceed $102,343.50.

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 $102,343.50

Transfer to:
4450 Nassau Way
Drainage Contract R&M Service 510-500-5758-6496 SW2052-C $102,343.50

RECOMMENDATION

The Board of Commissioners approve a construction contract with W.E. Contracting Co., Inc. under the 2016 Stormwater Management Unit Price Contract, in the amount of $102,343.50, for the 4450 Nassau Way project, Program No. SW2052; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 042820 AOC 4450 Nassau Way SW2052
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE

To convey by quit claim deed to the underlying property owner any County rights associated with a section of abandoned sanitary sewer line located at 4230 Fairgreen Terrace.

BACKGROUND

As a part of the permitting process for building modifications at 4230 Fairgreen Terrace (Land Lot 1046 of the 16th District of Cobb County), the owner of the underlying property, Peachtree One Properties, LLC, has relocated a section of an existing sanitary sewer line. A new sanitary sewer easement was dedicated to Cobb County by the owner on October 31, 2019 in Deed Book 15680, Page 4617 of the Cobb County, Georgia Superior Court Records. The underlying property owner, Peachtree One Properties, LLC, has requested that any County rights associated with the section of abandoned sanitary sewer line 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, Peachtree One Properties, LLC, any County rights associated with a section of abandoned sanitary sewer line located at 4230 Fairgreen Terrace; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 051220 QC Peachtree One Properties, LLC
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE
To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with K. M. Davis Contracting Co., Inc., for Little Noonday Creek Sewer Abandonment, Program No. S1137.

BACKGROUND
Parallel sewer lines exist along Little Noonday Creek between Blackwell Road and Worley Drive. A 42-inch ductile iron pipe is located on one side of the creek, and a 15-inch clay pipe is located on the other side of the creek. Due to ongoing maintenance issues with the 15-inch pipe, it is desired to divert the small amount of existing flow to the 42-inch pipe and abandon the clay line. The project includes reestablishing sewer services to existing properties and installation of approximately 130 feet of 8-inch ductile iron pipe under Little Noonday Creek, including diverting and stabilizing the creek. The project also consists of abandoning six existing manholes which requires entry to multiple properties.

Pricing for the work was solicited from prequalified unit price contractors:

K. M. Davis Contracting Co. Inc. $ 125,910.00
Chatfield Contracting, Inc. $ 166,410.00
Wade Coots Company, Inc. $ 169,992.50
D&H Construction Company $ 178,284.00
Steele & Associates, Inc. $ 180,963.46
Site Engineering, Inc. $ 210,364.02
Tippins Contracting Co., Inc. $ 216,220.00
Total Development, Inc. $1,549,774.00

K. M. Davis Contracting Co. Inc. submitted the lowest-priced responsive unit price bid in an amount not to exceed $125,910.00.
IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:
Unidentified New/Replacement Sewer Lines
Preliminary Estimates 510-500-5755-8005 S2503-Z $141,430.00

Transfer to:
Little Noonday Creek Sewer Abandonment
Construction 510-500-5755-8260 S1137-C $125,910.00
Materials & Supplies 510-500-5755-8265 S1137-M $ 5,000.00
Easements & Right-of-Way 510-500-5755-8020 S1137-R $ 8,000.00
Contingency 510-500-5755-8810 S1137-T $ 2,520.00
Total $141,430.00

RECOMMENDATION

The Board of Commissioners approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with K. M. Davis Contracting Co., Inc., in the amount of $125,910.00, for Little Noonday Creek Sewer Abandonment, Program No. S1137; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 051220 UPC Little Noonday Creek Sewer Abandonment S1137
Project: Little Noonday Creek Sewer Abandonment
Program Number: S1137
Land Lot(s): 373, 419, 420
District(s): 16
Commission District(s): 3

Map Location
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE
To approve a construction contract with Tippins Contracting Co., Inc., for Valley Brook Water Main Replacement, Program No. W2382.

BACKGROUND
The Valley Brook area is currently served by 6-inch transite water mains that are subject to periodic failure and ongoing repair demands. The proposed project will address these deficiencies and bring the area up to current Water System standards. The project includes abandoning the use of the existing water mains and replacement with approximately 2,800 linear feet of 6-inch ductile iron water main along Mary Anne Drive, Marguerite Place, and Robin Hood Place.

Bids for the work were received on April 9, 2020:

Tippins Contracting Co., Inc. $336,900.00
Smith Pipeline, Inc. $342,588.50
D & H Construction Company $358,018.30
K. M. Davis Contracting Co., Inc. $374,011.35
G. S. Construction, Inc. $433,618.56
Wade Coots Company, Inc. $485,306.90

Tippins Contracting Co., Inc. submitted the lowest-priced responsive bid in an amount not to exceed $336,900.00.

IMPACT STATEMENT
N/A
FUNDING

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

Transfer from:
Unidentified New/Replacement Water Mains
Preliminary Estimates 510-500-5754-8005 W1503-Z $353,650.00

Transfer to:
Valley Brook Water Main Replacement
Construction 510-500-5754-8260 W2382-C $336,900.00
Materials & Supplies 510-500-5754-8265 W2382-M $ 10,000.00
Contingency 510-500-5754-8810 W2382-T $ 6,750.00
Total $353,650.00

RECOMMENDATION

The Board of Commissioners approve a construction contract with Tippins Contracting Co., Inc., in the amount of $336,900.00, for Valley Brook Water Main Replacement, Program No. W2382; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 051220 AOB Valley Brook Water Main Replacement W2382
TO: Dr. Jackie R. McMorris, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: May 12, 2020

PURPOSE
To approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Wade Coots Company, Inc. for Midway Road Sewer Crossing, Program No. S1130.

BACKGROUND
On March 13, 2018, the Board of Commissioners approved a work order for Wade Coots Company, Inc., to install approximately 220 linear feet of 8-inch ductile iron pipe and 16-inch steel casing by jack and bore method with all related appurtenances. The crossing will remain an inactive dry sewer until the remaining sewer is designed and constructed at a later time.

The construction has been completed at a cost of $130,000.00 or $20,000.00 less than the approved contract amount of $150,000.00. Because of other construction work in the immediate area and possible difficulty on crossing a state highway, an allowance of $20,000.00 for unanticipated issues was included in the initial contract. This was not ultimately utilized.

| Original Contract | $150,000.00 |
| Change Order No. 1 (final) | ($20,000.00) |
| Revised Contract | $130,000.00 |

IMPACT STATEMENT
N/A
FUNDING

No additional funding is required for the Water System’s Midway Road Sewer Crossing, Program No. S1130.

Decrease Encumbrance:
GAE 510031318701 510-500-5755-8260 S1130-C $20,000.00

Transfer from:
Midway Road Sewer Crossing
Construction 510-500-5755-8260 S1130-C $20,000.00
Interest Expense on Retainage 510-500-5755-6613 S1130-A $375.00
Easement Right-of-Way 510-500-5755-8020 S1130-R $5,000.00
Materials & Supplies 510-500-5755-8265 S1130-M $1,000.00
Contingency 510-500-5755-8810 S1130-T $3,000.00
Total $29,375.00

Transfer to:
UPC Water, Sewer, and Miscellaneous Services
Construction 510-500-5752-8260 C0141-C $29,375.00

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Wade Coots Company, Inc., a savings to the project in the amount of $20,000.00, for Midway Road Sewer Crossing, Program No. S1130; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 051220 CO1 (final) Midway Rd. Sewer Crossing S1130
Project: Midway Road Sewer Crossing
Program Number: S1130
Land Lot(s): 13
District(s): 19
Commission District(s): 1

Location Map

1:2,400
TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: May 12, 2020

PURPOSE

To approve Change Order No. 1 to Project No. T080-TO#2 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., for engineering design services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, CCDOT Contract No. 001319.

BACKGROUND

The existing bus fueling station and bus wash facility were constructed at the Cobb Community Transit (now known as CobbLinc) Maintenance Facility on Commerce Park Drive in 2002. Outdated technology has become an ongoing maintenance issue at these facilities, creating environmental, safety, and security hazards.

This renovation project consists of upgrades and improvements to the existing fuel island and bus wash facility to meet the Transit Division’s growing needs and increased public transportation service levels. Upgraded technology will address existing safety, security, and environmental concerns, and will also contribute to reducing overall annual operating costs.

On May 8, 2018, the Board of Commissioners approved a contract with Cooper and Company General Contractors, Inc. (Cooper and Company), in an amount not to exceed $5,374,864.00, for Construction Management at Risk (CMAR) construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

On September 10, 2019, the Board approved Project No. T080-TO#2 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc. (Kimley-Horn), in an amount not to exceed $84,500.00, for Phase 4 of CobbLinc Bus Fueling Station and Bus Wash Facility Renovations. Additional Task Orders issued to Kimley-Horn for Phases 1, 2, and 3 of this project, as previously approved by the Board, have all been completed.

On October 8, 2019, the Board approved Change Order No. 2 to the contract with Cooper and Company, a no-cost time extension through November 30, 2019, for CMAR construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.
Details for action requested are as follows:

As construction nears completion, the final task within the current Task Order with Kimley-Horn is an in-person audit of the close-out documents required for Federal Transit Administration compliance. Due to the COVID-19 pandemic and declarations of emergency at the national, state, and local levels, this audit will need to be rescheduled once work restrictions have been lifted and close-out documents have been completed. As a result of these delays, Kimley-Horn has requested a contract time extension to complete the tasks.

Change Order No. 1 to Project No. T080-TO#2 to the 2018 Master Task Order Contract with Kimley-Horn, a no-cost time extension revising the contract completion date from April 30, 2020 through June 30, 2020 is requested to allow for completion of the contracted engineering services.

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$84,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order No. 1</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Revised Contract</td>
<td>$84,500.00</td>
</tr>
</tbody>
</table>

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 to Project No. T080-TO#2 to the Master Task Order Contract with Kimley-Horn and Associates, Inc., a no-cost time extension through June 30, 2020, for engineering design services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, CCDOT Contract No. 001319; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE
To approve an update to the Airport Layout Plan Set of the Cobb County International Airport Master Plan, to include a new hangar development site at Cobb County International Airport – McCollum Field.

BACKGROUND
On November 28, 2017, the Board of Commissioners approved the Cobb County International Airport 2017 Master Plan Update, which consists of the Master Plan Technical Report and an updated Airport Layout Plan Set (ALP). The ALP is a pictorial of the development plan outlined in the Master Plan for the Cobb County International Airport – McCollum Field (Airport).

The Federal Aviation Administration and State of Georgia administer airport grant programs to assist in funding of airport improvements. In order for airport projects to be eligible for grant funding, the projects must be identified on the airport’s ALP.

The Cobb County International Airport ALP identifies a site in the southeast quadrant of the Airport for a future Airport Rescue Fire Fighting (ARFF) Station. During design of the ARFF Station, it became apparent that the designated site could also accommodate two adjoining hangars without impacting ARFF operations.

The potential hangar site will require significant site preparation, currently estimated not to exceed $1,000,000.00. However, by updating the ALP to include the proposed hangar development site, the project would be eligible to compete for State grant funding up to a maximum amount of $900,000.00.

The Department recommends that the Airport Division Manager be authorized to submit a grant application to the State, on behalf of the Chairman, to request grant funding for the Southeast Terminal Area Development – Site Development project. Funding is currently available or projected to be available in the Airport Division’s Reserves account, to be used as local match funding should any grant be awarded for the proposed project.

The Department will secure Board approval to proceed with the Southeast Terminal Area Development – Site Development project before engineering or construction activity begins, and to accept any associated grant
funds that may be awarded.

**IMPACT STATEMENT**

The proposed addition of hangars presents the opportunity for additional real estate rental revenue for the Airport. The increase of based aircraft would also provide the opportunity for additional economic activity and additional revenue from fuel fees. The actual development of the hangars would be constructed by private entities who would compete to enter into ground lease agreements with the County, resulting in additional ground lease revenue to support Airport operations. Completion of site work funded through a future grant, prior to a private entity ground leasing the property, would result in increased ground lease payments; and ultimately, would result in less site preparation expense to the County for construction of the future ARFF station.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve an update to the Airport Layout Plan Set of the Cobb County International Airport Master Plan, to include a new hangar development site at Cobb County International Airport – McCollum Field; authorize submission of a grant application to the State of Georgia for the Southeast Terminal Area Development - Site Development project; and further authorize the Airport Division Manager to submit the required grant application, on behalf of the Chairman.

**ATTACHMENTS**

1. Location Map
2. ARFF Hangar Site Layout
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE
To authorize the establishment of “No Parking” zones along both sides of Pindos Pass and Pindos Trail.

BACKGROUND
Pindos Pass and Pindos Trail are classified as Local Streets in the Cobb County Major Thoroughfare Plan. The overall pavement width of both streets is 20 feet, including curb and gutter. Pindos Pass and Pindos Trail are located within the Estates at Cornerstone Subdivision, in Commission District 1.

The Department has received complaints regarding on-street parking that could potentially impact emergency operations. After reviewing documentation of the on-street parking along Pindos Pass and Pindos Trail, Fire Marshal Office staff has determined that on-street parking should be restricted to ensure unobstructed traffic flows for emergency service vehicles.

In accordance with Cobb County Code, the Department may recommend the creation of a “No Parking” zone along a public street based upon requests from Public Safety; therefore, the Department recommends the creation of “No Parking” zones along both sides of Pindos Pass and Pindos Trail.

Required signage for establishment of the “No Parking” zones will be installed utilizing in-house crews.

IMPACT STATEMENT
N/A

FUNDING
Available in the Department’s approved FY20 General Fund Operating Budget, as follows:

Available: 010-050-0750-6197 Signage Supplies $1,500.00
RECOMMENDATION

The Board of Commissioners authorize the establishment of “No Parking” zones along both sides of Pindos Pass and Pindos Trail in Estates at Cornerstone Subdivision.

ATTACHMENTS

1. Location Map
2. Revised Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Jimmy Gisi, PARKS Director
DATE: May 12, 2020

PURPOSE

To authorize expenditures for the necessary replacement of playground safety surfacing at Hurt Road Park and Oakdale Park, necessary playground safety improvements at East Cobb Park and the replacement of playgrounds at Old Clarkdale Park, Mableton Town Square and Pitner Road Park from collected cellular tower revenues.

BACKGROUND

The Board of Commissioners have approved the use of cell tower revenues for the replacement of playgrounds, tennis courts and maintenance equipment. These projects are all eligible to be completed by using these cell tower funds. Additional site preparation activities are needed to make the play areas safer for the general public.

Hurt Road Park
The poured in place (PIP) surfacing is crumbling and must be replaced. Quotes were obtained from three vendors for the Hurt Road Park playground safety surfacing with the lowest being Hasley Recreation in a total amount of $48,662.00.

Hasley Recreation $48,662.00
Playsouth $55,144.00
Gametime $58,933.50

Oakdale Park
The PIP surfacing is in need of replacement. Quotes were obtained from three vendors for the Oakdale Park playground safety surfacing with the lowest being Playsouth in a total amount of $42,692.00.

Playsouth $42,692.00
Hasley Recreation $72,772.00
Gametime $89,548.45

Cobb County...Expect the Best!
**East Cobb Park Upper Playground Renovation**

The all-inclusive playground in the park needs safety improvements to ADA accessibility. Fall and trip hazards will be corrected. A quote was obtained from Gametime through the Omnia/US Communities National Purchasing Cooperative to supply a new ADA ramp for a total amount of $15,172.40.

A quote was obtained from W.E. Contracting through the Cobb County Master Agreement to provide concrete header curb for a total amount of $19,700.00.

Quotes were obtained from three vendors for fencing additions to the East Cobb Upper Playground for safety for a total amount of $10,755.00.

- **Mauldin & Cook Fence - $10,755.00**
- **Martin-Robbins Fence Co. - $11,997.50**
- **Integrity Construction – $13,750.00**

Quotes were obtained from three vendors to replace the playground safety surfacing and install the ADA ramp for a total cost of $62,559.55.

- **Playsouth/Burke**
  - $62,559.55
- **Hasley Recreation**
  - $63,304.00
- **Gametime**
  - $81,600.00

Cobb PARKS met with several firms for the playground replacements at Old Clarkdale, Mableton Town Square and Pitner Road Park. A maximum budget was given for each playground and firms provided submittals and pricing for each playground. A review committee made up of Cobb PARKS staff, Atlas Technical Consultants staff, a Mableton Improvement Coalition (MIC) board member and an Old Clarkdale neighborhood representative looked at all options and chose the best option based upon design, components, ADA accessibility, value and appropriateness for the setting.

**Old Clarkdale Park Playground Replacement**
Playsouth/Burke was the highest rated proposal at a total amount of $227,617.00.

**Mableton Town Square Playground Replacement**
Miracle/Hasley Recreation was the highest rated proposal at a total cost of $149,053.69.

**Pitner Road Park Playground Replacement**
Miracle/Hasley Recreation was the highest rated proposal at a total amount of $59,540.30.

Cobb PARKS staff will provide grading, landscaping and excavation at each playground for a cost not to exceed $35,000.00.

**IMPACT STATEMENT**

No new maintenance or operational costs are associated with this project.
FUNDING

Funding is available in Cell Tower Revenue funds as follows:

Decrease Expenditure: 010-105-3200-8852 (Reserves) $173,003.57
Decrease Expenditure: 010-105-3200-8818 (Standard Contingency) $497,748.37
Increase Expenditure: 010-105-3200-8475 (Recreational Equipment) $670,751.94

RECOMMENDATION

The Board of Commissioners authorize expenditures with Hasley Recreation for Hurt Road Park resurfacing in the amount of $48,662.00; Playsouth for Oakdale Park resurfacing in the amount of $42,692.00; Playsouth/Burke for East Cobb Park ADA improvements in the amount of $62,559.55; Mauldin & Cook Fence for East Cobb Park fencing additions in the amount of $10,755.00; Playsouth/Burke for Old Clarkdale replacement in the amount of $227,617.00; Miracle/Hasley for Mableton TownSquare recreation replacement in the amount of $149,053.69; Miracle/Hasley for Pitner Road playground replacement in the amount of $59,540.30; and authorize grading, landscaping and excavation work by the PARKS Department staff at each of the playgrounds in an amount not to exceed $35,000, all in a total amount not to exceed $670,751.94 from cell tower revenues, authorize the corresponding budget transactions, and further authorize the Chairman and/or the Purchasing Director to execute the necessary documents.

ATTACHMENTS

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Jatunn Gibson, Director
DATE: May 12, 2020

PURPOSE
To authorize the acceptance of an award from the Atlanta Regional Commission as part of the Greater Atlanta COVID-19 Response and Recovery Fund for meal delivery to seniors impacted by COVID-19.

BACKGROUND
The Community Foundation for Greater Atlanta in partnership with the United Way of Greater Atlanta, has granted funding to the Atlanta Regional Commission (ARC) to be allocated to various counties. Cobb Senior Service (CSS) has been awarded a total of $4,443.60 to provide home delivery meal service to seniors within Cobb County. This funding is intended to service seniors disproportionately impacted by COVID-19 on the ARC waitlist. CSS will provide home delivered meals to seniors for a period of 23 days and per the award guidelines, will fully expend this funding by July 1st.

IMPACT STATEMENT
There is no local match required.

FUNDING
Funding will be available with the following budget appropriation:

<table>
<thead>
<tr>
<th>Increase Revenue</th>
<th>277-300-F048-4506 (Other Local Revenue)</th>
<th>$4,443.60</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Expenditure</td>
<td>277-300-F048-6166 (Food &amp; Food Service Supplies)</td>
<td>$4,443.60</td>
</tr>
</tbody>
</table>

RECOMMENDATION
The Board of Commissioners authorize the acceptance of an award from the Atlanta Regional Commission in the amount of $4,443.60; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.
ATTACHMENTS

1. Community Foundation for Greater Atlanta Donation Letter
May 4, 2020

Jatunn Gibson
Director
Cobb County Senior Services
1150 Powder Springs St
STE 100
Marietta, GA 30064

Dear Ms. Gibson:

On behalf of the Atlanta Regional Commission, we are pleased to award to you $4,443.60 to provide operating support for meal delivery to seniors in the Atlanta region on the tier one meal delivery waiting list. These funds are part of a generous grant provided by the United Way of Greater Atlanta in partnership with the Community Foundation for Greater Atlanta as part of the Greater Atlanta COVID-19 Response and Recovery Fund. These funds are intended to provide assistance to persons disproportionality impacted by COVID-19 through the following deliverables:

1. Provide one meal per day for a period of 23 days to individuals on Tier one HDM waitlist. The funding decision was based on the Tier one HDM waitlist as a specific point in time and used the FY20 unit cost for HDM in your contract.
2. Given the fluidness of waitlists, if the Tier one waitlist recipients are all served, it may be necessary to provide the balance of the meals to individuals on the Tier two HDM waitlist.
3. Individuals provided meals from Tier one and/or Tier two, are not to be removed from the HDM waitlist with use of this funding, as this is interim funding to fill a gap and meet the need for a meal.
4. The funding provided through this grant is not federal funding and does not require meeting the 1/3 RDA nutritional guidelines per meal. While these nutrition guidelines are not applicable, ARC does expect the Recipient to make every effort to provide nutritious meals.

These funds should be expended for this purpose no later than July 1, 2020. Upon completion of the service, please submit to ARC one invoice derived from the attached spreadsheet to be received by ARC no later than July 15, 2020.

We appreciate the ongoing work that your organization does as our partner to support older adults and caregivers and for the additional efforts your organization has dedicated to its COVID-19 pandemic response. Should you need any additional information or assistance, please contact Connie White.

Sincerely,

Becky A. Kurtz
Managing Director, Aging and Independence Services
Director, Area Agency on Aging
TO: Dr. Jackie R. McMorris, County Manager

FROM: Sharon Stanley, Agency Director
        Tim Cox, Chief
        Randy Crider, Interim DPS Director/Fire Chief
        Joe Tommie, Purchasing Director

DATE: May 12, 2020

PURPOSE

To authorize the Purchasing Director to purchase Panasonic Toughbooks and accessories greater than $100,000.00, for the Cobb County Police Department (CCPD), under provisions of Georgia Department of Administrative Services Contract 99999S-SPD-T20120702-0006 with ARC.

BACKGROUND

CCPD has approximately 500 Mobile Data Computers (MDCs) used in the Cobb police vehicles. Each year Information Services and CCPD purchase MDCs to replace aging or end of life devices. This purchase is to replace 75 aging MDCs deployed in the Uniform Patrol and Special Operations police vehicles, with Panasonic Toughbooks and associated accessories, as a part of the annual replacement cycle.

In accordance with the Policy on Procurement and Contract Management approved by the Board on July 8, 1997, revised August 12, 2003 and September 23, 2008, revised and renamed July 24, 2012, and revised January 14, 2020, 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, Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

The Department requests approval to purchase replacement hardware available under provisions of Georgia Department of Administrative Services Contract 99999S-SPD-T20120702-0006 with ARC, at a cost not to exceed $256,863.00. Funding for the hardware is available in a designated Fund 380 account in Information Services.

IMPACT STATEMENT

There is no expected increase in annual maintenance costs as this is a one for one replacement of equipment.
FUNDING

Funding is available in the Capital Projects Fund 380, Information Services MDC Replacements, Unit 4514, as follows:

380-035-4514-6258 $256,863.00

RECOMMENDATION

The Board of Commissioners authorize the Purchasing Director to purchase Panasonic Toughbooks and accessories, in an amount not to exceed $256,863.00, under provisions of Georgia Department of Administrative Services contract 99999S-SPD-T20120702-0006 with ARC and authorize the corresponding budget transactions.

ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Sharon Stanley, Agency Director
       Joe Tommie, Purchasing Director
DATE: May 12, 2020

PURPOSE

To authorize the Purchasing Director to make purchases greater than $100,000.00 under provisions of Midwestern Higher Education Commission (MHEC) Contract No. MHEC-07012015 with Dell Marketing L.P. for personal computers, laptops, and related services.

BACKGROUND

Cobb County Information Services is responsible for providing technology equipment, services, and support to all County departments. The adopted capital replacement budget for Information Services includes funds for replacement of computer workstations through a lease program.

On October 9, 2007, the Board of Commissioners approved a contract with Dell Marketing L.P. (DMLP) and a Master Lease Agreement with Dell Financial Services (DFS) for lease of PC equipment and services. On October 12, 2010, the Board approved renewing the contract with DMLP for an additional three-year term. On March 24, 2015, the Board approved renewing the contract with DMLP for an additional four-year term. Cobb County currently has 3,879 PC’s which were acquired under a 48-month lease/purchase arrangement with Dell. Over the next four years, all of those PC’s will need to be replaced as the leases mature. Our plan is to replace approximately 250 PC’s each quarter or 1,000 per year.

MHEC offers a Master Price Agreement Contract for PC Hardware, Related Equipment and Wireless Plan, Contract No. MHEC-07012015. The equipment that Cobb County would need to replace existing PC’s is available to purchase through the MHEC contract. The MHEC contract also allows for separate leasing arrangements through DFS.

The Department requests authorization for the Purchasing Director to make purchases of equipment and services under provisions of the MHEC Contract with DMLP. The existing Master Lease Agreement that Cobb County has with DFS is still in effect and would not need to be replaced. Cobb will have the option to purchase leased computers at a price of $1.00 per workstation at the end of each 48-month lease. As we have done in the past, we will request Board approval on a quarterly basis prior to the submission of any lease orders.
to Dell, and the funding for each lease order will be approved at that time. The estimated value of equipment to be purchased through the MHEC Contract with DMLP is $4-million over four years.

In accordance with the Policy on Procurement and Contract Management approved by the Board on July 8, 1997, revised August 12, 2003 and September 23, 2008, revised and renamed July 24, 2012 and revised January 14, 2020, approval of the Board of Commissioners is required to purchase goods and services greater than $100,000.00 through purchasing or contracting cooperatives with other governmental agencies both inside and outside the State of Georgia.

**IMPACT STATEMENT**

Funding for FY20 lease payments is available in the FY20 adopted budget. Funding for FY21 and FY22 lease payments is included in the FY21 and FY22 budget requests. Funding for FY23 and beyond will be requested within the normal biennial budget process.

**FUNDING**

Funding is available in the PC Capital Leases Project, Fund 380, Agency 035, Unit 4534. Individual lease schedules will be submitted to the Board for approval each quarter as orders are placed.

**RECOMMENDATION**

The Board of Commissioners authorize the Purchasing Director to make purchases, in the estimated amount of $4-million over four years, under provisions of Midwestern Higher Education Commission Contract No. MHEC-07012015 with Dell Marketing L.P. for personal computers, laptops, and related services; authorize financing the purchases through a Master Lease Agreement with Dell Financial Services; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

PURPOSE

To authorize the application and acceptance of grant funding through the FEMA Assistance to Firefighters Grant Program for personal protective equipment.

BACKGROUND

The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) has offered annual grant programs for local fire departments to make application for various initiatives. The goal of this federal program is to enhance a department’s ability to protect the health and safety of the response personnel and the citizens they serve. Cobb County Fire & Emergency Services (CCFES) has been the recipient of funding awards from the Assistance to Firefighters Grant Program (AFG), and wishes to make application again.

The AFG has announced that there will be a Supplemental known as the AFG-S COVID-19 grant. This grant authorizes $100 million in Assistance to Firefighters Grant (AFG) funds for the purchase of personal protective equipment and related supplies for our nation’s first responders. As fire departments provide lifesaving emergency medical response to more and more communities impacted by COVID-19, FEMA AFG-S is offering an additional funding opportunity for the fire service community to purchase urgently needed protective equipment and supplies. Included in this stimulus is personal protective equipment (PPE) such as masks, gowns, and other items for the COVID-19 response efforts.

CCFES wishes to apply for grant funding to acquire additional masks, gowns, and other items for emergency response used routinely during this time to continue to comply with infection control standards. Much of the CCFES inventory as well as those items purchased thus far in 2020 have been depleted in this effort.

IMPACT STATEMENT

N/A
FUNDING

There is a local match requirement of 10%. If funding is approved, CCFES will bring forth a subsequent agenda item with a detailed funding statement.

RECOMMENDATION

The Board of Commissioners authorize the application and acceptance of grant funding through the FEMA Assistance to Firefighters Grant Program for personal protective equipment; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

PURPOSE
To approve the sale of surplus fire engines to the Haralson County Fire Department.

BACKGROUND
Cobb County Fire and Emergency Services (CCFES) has two 2004 Pierce Dash Engines to be surplused in the very near future. These units are identified as follows:

- Unit 5332 VIN # 4P1CT02H24A003870, approximate mileage 169,000
- Unit 5330 VIN # 4P1CT02H64A003855, approximate mileage 101,000

These two engines have reached the end of their useful service coupled with the unknown minimal revenue if auctioned online, Haralson County has approached CCFES to offered the purchase of the two engines for a total of $70,000.00. The sale price comes with no express or implied warranties, and would be transferred “as is”. No costs would be incurred by CCFES with this sale.

IMPACT STATEMENT
N/A

FUNDING
Increase Revenue:

230-130-1000-4945 (Surplus Fixed Asset Sales) $70,000.00

RECOMMENDATION
The Board of Commissioners approve the sale of two surplus fire apparatus, in the amount of $70,000.00, to the Haralson County Fire Department; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS
None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

PURPOSE
To approve the donation of surplus fire protective equipment to the City of Bremen Fire Department.

BACKGROUND
Cobb County Fire & Emergency Services (CCFES) has items in surplus inventory which have reached the end of their useful service life, have little, if any, fair market value, and are not compatible with the present CCFES system.

These items are:
20 Self-Contained Breathing Apparatus (SCBA)
60 air bottles
20 SCBA masks
1 Rapid Intervention (RIT) pack

The City of Bremen Fire Department 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.

IMPACT STATEMENT
N/A

FUNDING
N/A
RECOMMENDATION

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

ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

PURPOSE
To approve the donation of surplus fire rescue and extrication tools to the Pickens County Fire Department.

BACKGROUND
Cobb County Fire & Emergency Services (CCFES) has in surplus inventory some extrication tools used for search, rescue, and extrication incidents which have reached the end of their useful service life and no longer utilized by the CCFES Georgia Search and Rescue Team (GSAR). The components include an extrication spreader, pumps, rams, cutters, and hoses.

Following the events on September 11, 2001, the State of Georgia formed regional teams to respond to incidents of significance where advanced capabilities were required for search and rescue. CCFES was selected to be one of these responding teams as a charter member of GSAR since its inception, and this equipment was part of a large cache given to CCFES.

The Pickens County Fire Department has expressed a need for this equipment, and desire to acquire these pieces as a donation with at no cost from CCFES. 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 Georgia Emergency Management Agency (GEMA) provided this equipment to CCFES after 2001, and under stated guidelines, CCFES may now dispose of this equipment. Fair market value of all pieces is estimated at less than $2,000.00.

IMPACT STATEMENT
N/A

FUNDING
N/A
RECOMMENDATION

The Board of Commissioners approve the donation of surplus fire rescue and extrication tools to the Pickens County Fire Department; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None
Fire and Emergency Services
Randy Crider, Interim DPS Director/Fire Chief
Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

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

BACKGROUND
Cobb County Fire & Emergency Services (CCFES) has items in surplus inventory which have reached the end of their useful service life, have little, if any, fair market value, and are not compatible with the present CCFES system.

These items are:
65 Self-Contained Breathing Apparatus (SCBA)
195 air bottles
65 SCBA masks
2 Rapid Intervention (RIT) packs

The Haralson County Fire Department 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.

IMPACT STATEMENT
N/A

FUNDING
N/A

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

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: May 12, 2020

PURPOSE
To authorize the appointment of Cobb Fire and Emergency Medical Services Division Chief Nicholas Adams to the Georgia Region III EMS Council.

BACKGROUND
Pursuant to the mission and bylaws set forth by the Georgia Department of Public Health, the purpose of the Georgia Region III EMS Council is to coordinate and maintain a quality Emergency Medical System within the eight counties within Region III. These counties include Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Newton, and Rockdale.

Cobb County has four members on the Council. These members represent Cobb County Fire and Emergency Services, one of the contracted ambulance zone providers, an Emergency Physician, and one of the city fire departments within the County. These members serve four year terms.

The person representing Cobb Fire and the Emergency Services (CCFES) was EMS Division Chief Carl Crumbley, who has been promoted to Deputy Chief and must be replaced. The choice of the Cobb County delegation to this vacant position is Nicholas Adams, who has been promoted to Chief Crumbley’s previous position. To facilitate this change, approval of the Cobb Board of Commissioners must be obtained prior to appointment.

IMPACT STATEMENT
N/A

FUNDING
N/A
**RECOMMENDATION**

The Board of Commissioners authorize the appointment of Cobb Fire and Emergency Medical Services Division Chief Nicholas Adams to the Georgia Region III EMS Council; and authorize the Chairman to execute necessary documents.

**ATTACHMENTS**

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Jessica Guinn, Agency Director
DATE: May 12, 2020

PURPOSE
To approve an Annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 55.9-acre tract located at 2802 and 2820 Baker Road, and 4801, 4803, 4807, 4815, 4817, and 4819 White Lake Drive, into the City of Acworth.

BACKGROUND
On July 27, 2004, the Board of Commissioners entered into intergovernmental agreements with each of Cobb’s municipalities. The agreements serve as the land use dispute resolution process required by HB489. Per the intergovernmental agreements with the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, the Board of Commissioners must adopt annexation responses by the County to be valid. On September 1, 2007, HB2, which enacts a binding dispute-resolution process, became effective.

IMPACT STATEMENT
N/A

FUNDING
N/A

RECOMMENDATION
The Board of Commissioners approve an annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lots 12, 13, 26, and 45 of the 20th District, 2nd Section, located on a 55.9-acre tract located at 2802 and 2820 Baker Road, and 4801, 4803, 4807, 4815, 4817, and 4819 White Lake Drive (parcel numbers 20001300040, 20001300050, 20002600210, 20001200210, 20001200320, 20001300190, 20001200450, 20001200470 and 20001200340), into the City of Acworth.
ATTACHMENTS

1. Report_2808_2829_Baker_Rd_4801_4803_4807_4815_4817_4819-White_Lake_Dr_2020-05
2. Sketch_Map_2808_2829_Baker_Rd_4801_4803_4807_4815_4817_4819-White_Lake_Dr_2020-05
Commission District: 1 (Gambrill)

BOC Agenda Deadline: May 1, 2020

City of Annexation: Acworth


Property Location: 2802 & 2820 Baker Road and 4801, 4803, 4807, 4815, 4817 & 4819 White Lake Drive

Land Lot/District: 0012, 0013, 0026 & 0045/20th

PID(s): 20001300040, 20001300050, 20002600210, 20001200210, 20001200320, 20001300190, 20001200450, 20001200470 & 20001200340

Acreage: Approximately 55.865 acres, not including the road to be assumed by Acworth

Road Access: Baker Road and White Lake Drive

Current County Zoning: R-20

Proposed City Zoning: 4801, 4803 & 4807 – R-2; 2820 & 2808 Baker Road - RC

Proposed Use: 4807 White Lake Drive – Continue as vacant; 4801, 4803, 4815, 4817 & 4819 – Continue as single-family residential; 2808 & 2808 – a mixed use residential subdivision

<table>
<thead>
<tr>
<th>Proposed Density:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Re: 2820 (2 Parcels) &amp; 2808 Baker Road</td>
<td>Re: 4807 White Lake Drive</td>
</tr>
<tr>
<td>3.973 units per acre</td>
<td>2.174 units per acre</td>
</tr>
<tr>
<td>Re: 4801 White Lake Drive</td>
<td>Re: 4815 White Lake Drive</td>
</tr>
<tr>
<td>1.489 units per acre</td>
<td>2.5 units per acre</td>
</tr>
<tr>
<td>Re: 4803 White Lake Drive</td>
<td>Re: 4817 White Lake Drive</td>
</tr>
<tr>
<td>1.852 units per acre</td>
<td>2.5 units per acre</td>
</tr>
<tr>
<td>Re: 4819 White Lake Drive</td>
<td></td>
</tr>
<tr>
<td>2.5 units per acre</td>
<td></td>
</tr>
</tbody>
</table>

Future Land Use Designation: Low Density Residential (LDR)
Consistent with HB 489 LUA: Yes

Comments: The six parcels on White Lake Drive provide contiguity on the north, and in accordance with O.C.G.A. § 36-36-7 (c), they also provide additional contiguity on the south because the Code states if a city is on both sides of a right of way, it assumes ownership and maintenance of the road.

The proposed zones of R-2 and RC are both unobjectionable in accordance with the Exhibit A for Acworth. 2820 & 2808 Baker Road are shown on Exhibit B – LDR, MDR Undeveloped Land, ACWORTH, which would limit them to 3 DUA if they had not been developed since its inception. Having been developed the limit is 4 DUA; resulting in the proposed density being unobjectionable.

There are no Cobb County facilities located on any of the parcels which are a part of these annexation and rezoning applications. The applications are not in an island.

Recommendation: Non-Objection
De/Annexation Location Map
May 2020

20th District
Land Lot 0012, 0013, 0026, & 0045
Parcels 0004, 0005, 0019, 0021, 0032, 0034, 0045, 0047

Legend
- Annexed Areas
- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated

Unincorporated
May 7, 2020

The Honorable Tommy Allegood
Mayor
City of Acworth
4415 Senator Russell Avenue
Acworth, Georgia 30101

Re: Petition for Annexation—Land Lots 0012, 0013, 0026 and 0045, 20th District, Parcels 0004, 0005, 0021, 0021, 0032, 0019, 0045, 0047 and 0030, 2nd Section, 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Allegood:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive. The subject property is currently zoned R-20 and is within an area identified as Low Density Residential (LDR) according to the Cobb County Future Land Use Map. The application indicates the sites will be rezoned to R-2 and RC, and will be utilized for the following: 4807 White Lake Drive – Continue as vacant; 4801, 4803, 4815, 4817 & 4819 – Continue as single-family residential; 2802 & 2820 Baker Road – a mixed use residential subdivision. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request; however, there are aspects of this request that raise serious concerns regarding compatibility with surrounding, existing single-family detached development.

If approved as proposed, the two Baker Road tracts would be developed at approximately 3.973 units per acre (u.p.a.) The current zoning of R-20 would allow a maximum density of 1.75 u.p.a., which is more than half that density. Additionally, the proposed density is considerably higher than the 2.45 u.p.a. proposed in an application made to Cobb County in 2006, which was strongly opposed by residents in the surrounding community. The future land use map designation of LDR allows for zero to 2.5 u.p.a. The annexation of unincorporated, undeveloped land for the purpose of increasing the intensity through higher density than the adjoining parcels is simply bad policy, and such density achieved through annexation should simply be avoided.
Re: Petition for Annexation—Land Lots 0012, 0013, 0026 and 0045, 20th District, Parcels 0004, 0005, 0021, 0021, 0032, 0019, 0045, 0047 and 0030, 2nd Section, 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive, Cobb County, Georgia; Notice of Non-Objection.

Further, another issue of concern turns on the current health pandemic. Property owners in District 1 have long appreciated and advocated for less intensity and lower density. This is our mutual expectation. The current pandemic has shown that the areas within Cobb County with the highest infection rates are commonly shared with the presence of high-density land development. These are facts which cannot be refuted. This should truly dictate a change in how unnecessary density in single family land uses should be taken in consideration by developers, planners, and local elected officials.

Additionally, we are concerned about potential confusion regarding service delivery. The large protrusion into the County off a narrow connection simply does not follow a logical progression of annexation. It is the sincere desire that if this development is approved that the City will insist upon a density that is more compatible with the surrounding areas and clear documentation for the eventual buyers that services will be provided by the City.

In summary, please accept this letter as the County’s formal notice of non-objection to the proposed annexation. Please see the attached comments from the Cobb County Water System and Department of Transportation. Should you have any questions or need any additional information, please contact Jay Northrup, Intergovernmental Coordinator, at (770) 528-2199.
Re: Petition for Annexation—Land Lots 0012, 0013, 0026 and 0045, 20th District, Parcels 0004, 0005, 0021, 0021, 0032, 0019, 0045, 0047 and 0030, 2nd Section, 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive, Cobb County, Georgia; Notice of Non-Objection.

Sincerely,

[Signature]

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
    H. William Rowling, Jr., County Attorney– VIA E-mail
    Brian Johnson, Senior Associate County Attorney, VIA E-mail
    Jessica Guinn, Community Development Director – VIA E-mail
    Jason Gaines, Planning Division Manager – VIA E-mail
    Pamela Mabry, County Clerk – Via E-Mail
    Alex Almodovar, Assistant City Manager, City of Acworth
    Christine M. Dobbs, Director Community Development, City of Acworth
Re: Petition for Annexation—Land Lots 0012, 0013, 0026 and 0045, 20th District, Parcels 0004, 0005, 0021, 0021, 0032, 0019, 0045, 0047 and 0030, 2nd Section, 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,

[Signature]

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Alex Almodovar, Assistant City Manager, City of Acworth
Christine M. Dobbs, Director Community Development, City of Acworth
Re: Petition for Annexation—Land Lots 0012, 0013, 0026 and 0045, 20th District, Parcels 0004, 0005, 0021, 0021, 0032, 0019, 0045, 0047 and 0030, 2nd Section, 2802 & 2820 Baker Road and, 4801, 4803, 4807, 4815, 4817 and 4819 White Lake Drive, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail  
H. William Rowling, Jr., County Attorney- VIA E-mail  
Brian Johnson, Senior Associate County Attorney, VIA E-mail  
Jessica Guinn, Community Development Director – VIA E-mail  
Jason Gaines, Planning Division Manager – VIA E-mail  
Pamela Mabry, County Clerk – Via E-Mail  
Alex Almodovar, Assistant City Manager, City of Acworth  
Christine M. Dobbs, Director Community Development, City of Acworth
Water service for these parcels is provided by the existing CCWS water mains in Baker Road and White Lake Drive.

Wastewater for the parcels can be treated at the Northwest WRF where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water and sewer facilities in public rights-of-way and public easements, there would be no infrastructure loss.

It should be noted that wastewater from the proposed development is served by a combination of gravity mains, public lift stations, and force mains. This proposed change in zoning category and resulting development will increase the wastewater discharge from the properties, above what was anticipated when the system was designed. An evaluation of the impact to the county wastewater collection system may be required of the developer prior to permitting.

Tim Davidson
Cobb County Water System
660 South Cobb Drive
Marietta, GA 30060
770-419-6312
TRANSPORTATION COMMENTS & RECOMMENDATIONS

The following comments and recommendations are based on office review of the subject annexation/rezoning case:

Reviewed plans do not show detailed plans and/or specific uses. Additional concerns/comments will be provided after plans have been submitted to Cobb County via the formal Plan Review Process.

Baker Rd is classified as an arterial road. R/W does not appear to meet the minimum requirements.

Recommend applicant consider entering into a development agreement pursuant to O.C.G.A. 36-71-13 for dedication of the following system improvements to mitigate traffic concerns: a) donation of right-of-way along Baker Road 50' from road centerline.

Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.

Recommend applicant verify that minimum intersection sight distance is available and if it is not, implement remedial measures, subject to the Department's approval, to achieve the minimum requirement.

Recommend curb, gutter and sidewalk entire property frontage.

Plans to be submitted for Cobb County Plan Review and approval.
TO: Dr. Jackie R. McMorris, County Manager
FROM: Jessica Guinn, Agency Director
DATE: May 12, 2020

PURPOSE
To approve the annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 2-acre tract located at 3824, 3836, and 3849 Lakeview Way, and 3821 and 3827 Old Highway 41, into the City of Acworth.

BACKGROUND
On July 27, 2004, the Board of Commissioners entered into intergovernmental agreements with each of Cobb’s municipalities. The agreements serve as the land use dispute resolution process required by HB489. Per the intergovernmental agreements with the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, the Board of Commissioners must adopt annexation responses by the County to be valid. On September 1, 2007, HB2, which enacts a binding dispute-resolution process, became effective.

IMPACT STATEMENT
N/A

FUNDING
N/A

RECOMMENDATION
The Board of Commissioners approve an annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 85 of the 20thDistrict, 2nd Section, located on a 2-acre tract located at 3824, 3836, and 3849 Lakeview Way, and 3821 and 3827 Old Highway 41 (parcel numbers 20008500260, 20008500270, 20008500420, 20008500430 and 20008501120), into the City of Acworth.

ATTACHMENTS
1. Report_3824_3836_3849_Lakeview_Way_&_3821_3827_Old_HWY_41_2020-04
2. Sketch_Map_3824_3836_3849_Lakeview_Way_&_3821_3827_Old_HWY_41_2020-04
BOC Commissioner District: 1 (Gambrill)

BOC Agenda Deadline: May 1, 2020

City of Annexation: Acworth

Applicant: Annexation – North Cobb Christian School, Rezoning – North Cobb Christian School

Property Location: 3824, 3836, 3849 Lakeview Way, and 3821 and 3827 Old Highway 41

Land Lot/District: 0085/20th

PID(s): 20008500260, 20008500270, 20008500420, 20008500430 and 20008501120

Acreage: Approximately 2.02 acres

Road Access: Old Highway 41 and Lakeview Way

Current County Zoning: R-20

Proposed City Zoning: O.P.

Proposed Use: Add to school property

Proposed Density: 2.47 units per acre, currently

Future Land Use Designation: Low Density Residential (LDR)

Consistent with HB 489 LUA: Yes

Comments: The two groupings of properties both have the required contiguity. The zoning is objectionable, in that it is not on the Exhibit A for Low Density Residential Future Land Use. The density is within the allowed ranges of density. However, the two areas in this application are within an island. The proposed action does not create a new island. There are no Cobb County facilities within either area.

Recommendation: Non-Objection. In accordance with Section 4 of the Intergovernmental Agreement pertaining to land use, the county cannot object to annexations within existing islands.
De/Annexation Location Map
April 2020

20th District
Land Lot 0085
Parcels 0026, 0027
0042, 0043, 0085
& 0112

Legend
- Annexed Areas
- Part In City
- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated

Legend:
- Annexed Areas
- Part In City
- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated

Feet
May 7, 2020

The Honorable Tommy Allegood  
Mayor  
City of Acworth  
4415 Senator Russell Avenue  
Acworth, Georgia 30101

Re: Petition for Annexation—Land Lot 0085, 20th District, Parcels 0026, 0027, 0042, 0043 & 0112, 2nd Section, 3824, 3836, 3849 Lakeview Way and 3821, 3824, 3827, 3836 Old Highway 41, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Allegood:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for 3824, 3836, 3849 Lakeview Way and 3821, 3824, 3827, 3836 Old Highway 41. The subject property is currently zoned R-20 and is within an area identified as Low Density Residential (LDR) according to the Cobb County Future Land Use Map. The application indicates the sites will be rezoned to O.P. and be utilized for addition to the North Cobb Christian School use. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request.

In summary, please accept this letter as the County’s formal notice of non-objection to the proposed annexation. Please see the attached comments from the Cobb County Water System and Department of Transportation. Should you have any questions or need any additional information, please contact Jay Northrup, Intergovernmental Coordinator, at (770) 528-2199.
Re: Petition for Annexation—Land Lot 0085, 20th District, Parcels 0026, 0027, 0042, 0043 & 0112, 2nd Section, 3824, 3836, 3849 Lakeview Way and 3821, 3824, 3827, 3836 Old Highway 41, Cobb County, Georgia; Notice of Non-Objection.

Sincerely,

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
    H. William Rowling, Jr., County Attorney- VIA E-mail
    Brian Johnson, Senior Associate County Attorney, VIA E-mail
    Jessica Guinn, Community Development Director – VIA E-mail
    Jason Gaines, Planning Division Manager – VIA E-mail
    Pamela Mabry, County Clerk – Via E-Mail
    Alex Almodovar, Assistant City Manager, City of Acworth
    Christine M. Dobbs, Director Community Development, City of Acworth
Re: Petition for Annexation—Land Lot 0085, 20th District, Parcels 0026, 0027, 0042, 0043 & 0112, 2nd Section, 3824, 3836, 3849 Lakeview Way and 3821, 3824, 3827, 3836 Old Highway 41, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,

[Signature]

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
   H. William Rowling, Jr., County Attorney- VIA E-mail
   Brian Johnson, Senior Associate County Attorney, VIA E-mail
   Jessica Guinn, Community Development Director – VIA E-mail
   Jason Gaines, Planning Division Manager – VIA E-mail
   Pamela Mabry, County Clerk – Via E-Mail
   Alex Almodovar, Assistant City Manager, City of Acworth
   Christine M. Dobbs, Director Community Development, City of Acworth
Re: Petition for Annexation— Land Lot 0085, 20th District, Parcels 0026, 0027, 0042, 0043 & 0112, 2nd Section, 3824, 3836, 3849 Lakeview Way and 3821, 3824, 3827, 3836 Old Highway 41, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
    H. William Rowling, Jr., County Attorney- VIA E-mail
    Brian Johnson, Senior Associate County Attorney, VIA E-mail
    Jessica Guinn, Community Development Director – VIA E-mail
    Jason Gaines, Planning Division Manager – VIA E-mail
    Pamela Mabry, County Clerk – Via E-Mail
    Alex Almodovar, Assistant City Manager, City of Acworth
    Christine M. Dobbs, Director Community Development, City of Acworth
Water service for 3824, 3836, and 3849 Lakeview Way, and 3821 and 3827 Old Highway 41, is provided by the existing CCWS water mains in Lakeview Way and in Old Highway 41.

Wastewater for the parcels can be treated at the Northwest WRF where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water and sewer facilities in public rights-of-way and public easements, there would be no infrastructure loss.

Tim Davidson
Cobb County Water System
660 South Cobb Drive
Marietta, GA 30060
770-419-6312
TRANSPORTATION COMMENTS & RECOMMENDATIONS

The following comments and recommendations are based on office review of the subject annexation/rezoning case:

Reviewed plans do not show detailed plans and/or specific uses. Additional concerns/comments will be provided after plans have been submitted to Cobb County via the formal Plan Review Process.

Old 41 Highway is classified as an arterial road. R/W does not appear to meet the minimum requirements.

Recommend applicant consider entering into a development agreement pursuant to O.C.G.A. 36-71-13 for dedication of the following system improvements to mitigate traffic concerns: a) donation of right-of-way along Old 41 Highway 50' from road centerline.

Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.

Recommend curb, gutter and sidewalk entire property frontage.

Plans to be submitted for Cobb County Plan Review and approval.
TO: Dr. Jackie R. McMorris, County Manager
FROM: Tony Hagler, Human Resources Director
DATE: May 12, 2020

PURPOSE
To approve revisions to the Compensation Policy.

BACKGROUND
The County Compensation Policy provides authorization to provide supplemental pay to employees working in special assignments (i.e. bomb squad, Haz Mat Team, motorcycle unit, paramedic, training officer, etc.) in Public Safety and the Sheriff’s Office.

To accommodate the authorization of new supplemental pay designations the Compensation Policy is recommended to be revised. These assignments are made at the discretion of the Chiefs of each affected agency or the Sheriff within approved budget as previously authorized in the policy.

IMPACT STATEMENT
N/A

FUNDING
No additional funding is necessary.

RECOMMENDATION
The Board of Commissioners approve revisions to the Compensation Policy.

ATTACHMENTS
1. Compensation Policy DRAFT April 20
Compensation Policy

Effective Date: 2/12/95, 10/01/98, 2/07, 11/13, 11/14, 10/15, 09/16, 03/17, 09/17, 10/18, 6/19, 10/19, 1/20, 5/20

§-I. PURPOSE To provide regulations concerning the compensation of approved county positions.

§-II. SCOPE All Graded Full-time and Part-time Employees.

§-III. POLICY The Compensation Plan is designed as a fair and equitable method of payment for employees in the county. The plan shall establish a basic salary schedules as approved by the Board of Commissioners. The salary ranges will include minimum and maximum rates of pay for all positions included in the classification plans. The compensation of each employee is the product of the basic salary structure and the components that shall be used to adjust employee compensation.

§-IV. DEFINITIONS

Market Control Point (MCP) - represents a fair and competitive salary based on market pay levels, and indicates that internal salary progression for individual employees is reasonable and promotes pay equity.

Grade and Step Plan - A salary structure with standard progression rates based on acceptable performance. This structure is established for sworn/certified classifications.

Sworn –Employees who are employed in positions requiring active Georgia POST Peace Officer Certification or active certification from the Georgia Firefighter Standards and Training Council and/or State of Georgia Emergency Medical Technician Certification. Sworn employees must take the oath of office to hold such position and have authorized powers such as power of arrest.

§-V. PROCEDURES

A. Compensation Plan Structure Adjustments

Cobb County has established a Classification and Pay Schedule for all graded classifications. Each year the Board of Commissioners will decide on the applicability and the ability of Cobb County to apply an adjustment to the salary structure. These adjustments will be considered based on various factors that may include indexes, market reviews, and budgetary constraints. Structure adjustments will be implemented through a percentage increase which will be applied equally to all salary ranges.

As part of the County’s compensation plan, the Board of Commissioners has implemented a Grade and Step Plan for certain graded sworn positions to provide a structure for movement within a salary range and across grades.

B. Merit Award Adjustments

The merit award adjustment will be used to reward employees for job performance. When deemed appropriate, the Board of Commissioners may approve Merit Award Adjustments for all employees as part of the annual budget process.

1. Increases are awarded to employees whose job performance is described
as either "meets" or "exceeds". The performance appraisal instrument is essential to administering this process effectively. The merit award program is based upon the principle that performance that is described as either meets or exceeds should be rewarded, because such performance is a greater contribution to the jurisdiction than unsatisfactory or needs improvement.

i. Merit award adjustments for non-step employees are a percentage of the employee’s base compensation.

ii. Merit award adjustments as part of the Grade and Step plan will move employees to the next step of their grade.

2. The job performance of all employees is reviewed and appraised once a year. Under the "common review date" plan, all appraisals will be completed by January 31 (employees employed a minimum of 90 days in the previous year) of each calendar year; merit increases become effective the first full bi-weekly in October of the next fiscal year for all eligible employees. Employees who were not employed during the rating period and who did not receive a performance evaluation on file with Human Resources by January 31 are not eligible for a merit increase.

3. If a merit increase would cause an employee to exceed the salary range on the merit effective date, then the employee shall be provided non-cumulative payment(s) which shall not increase the employee's base salary or rate of pay.

C. Starting Rates for New Employees

1. In most cases, a new employee will be paid the minimum rate of pay for the position. The minimum rate of pay for each position is based on the assumption that a new employee meets the minimum qualifications stated in the class specification. In the event that qualified applicants cannot be located for a given position, consideration should be given to holding the position and creating a lower level position which will reflect lower level duties and corresponding lower entrance requirements.

2. If a selected candidate exceeds the minimum qualifications stated in the class specification and will not accept appointment at the minimum rate of pay for the position, the candidate may be appointed at a higher rate within the salary range with the approval of the Human Resources Director, upon verification that the request will not result in a salary inequity. However, every effort should be made to recruit a qualified candidate who will accept appointment at the minimum rate of pay for the position.

3. Persons beginning employment covered under the Grade and Step plan will begin at step one of the relevant classification. These new employees will be eligible to advance to the next classification after satisfactorily completing the working test period for the entry classification.

4. Experienced employees entering an entry classification under the lateral programs authorized by the County Manager will have base pay calculated on eligible service. The lateral employee will then be placed in the step immediately above the calculated base pay.

5. Difficulty of recruitment may require payment of a higher rate of pay. If difficulty of recruitment at the minimum rate of pay for a class specification persists, consideration may be given to assigning a higher pay rate or reevaluation of the position to determine if a higher pay grade
is indicated. Positions above the minimum rate must be secured within the framework of the budget of the department employing the individual.

D. Employee Transfers

An employee may be transferred to another department in a position with the same pay grade, and such transfer will not change the employee's pay or the date from which eligibility for consideration for a merit increase shall be counted.

E. Promotional Increases

1. When an employee is promoted or advanced to a position in a higher grade, the employee's salary will increase at least to the minimum of the new grade. If an employee is promoted or advanced to a position one grade or more higher, the increase will be at least the minimum of the new grade or at least a percentage increase of the MCP that will not create a salary inequity that cannot be justified. The maximum increase will be 15% of the MCP unless an equity adjustment is warranted. The County Manager, with the recommendation of the Human Resources Director and the requesting management, is granted the authority to make the appropriate adjustment to the salaries of the incumbents to avoid any inequity. No employee's salary will be set below the minimum or increased above the maximum of a salary range.

(a) Typical promotions are one to four pay grades. On the rare occasion where a promotion is more than four pay grades, the maximum 15% increase is not sufficient without causing an inequity with other incumbents. In these instances, the County Manager, with the recommendation of the Human Resources Director, is granted the authority to approve the promotional increase requested by management. Such approval must be documented in a letter of justification from management and placed in the employee's file.

Procedures for determining a promotional increase are:

i. The department head will recommend the amount of the promotional increase within the standards stated in this policy.

ii. The Human Resources Director will ensure that the standards of these policies are met before processing the recommended change.

iii. The decision regarding a promotional increase will reflect the promoted employee's experience, seniority and performance in comparison with other employees' backgrounds in the same job or in the same department. Final approval for promotional salary rates and pay adjustments will be determined by the Human Resources Director upon verification the adjustment will not result in a salary inequity.

2. Employees working in classifications with a Grade and Step plan who are promoted to another classification within the grade and step plan will have their salary adjusted to the corresponding salary rate for their step on the promotion classification. i.e. Police Officer II at Step 5 promoted to Police Sergeant will receive a pay adjustment to the current corresponding amount approved for Step 5 for Police Sergeant.
F. Effects of Demotion

When an employee is demoted to a lower position, the employee shall be paid at a rate which is within the approved range for the position. The rate of pay will be set by the County Manager in consultation with the Human Resources Director, taking into consideration the circumstances surrounding, and the reasons for, the demotion. Typically, demotions will follow the promotional policy in reverse and the employee's salary amount should be reduced by the amount it was increased when the promotion occurred. An employee who is demoted in a reduction in force action shall have his/her salary reduced to a point on the lower range which will cause a 5% reduction in compensation. All salary adjustments are limited to the salary range approved for the position.

G. Pay Plan Improvements

Whenever a new or different scale of salaries is made applicable to a class of positions, persons employed in these positions will receive salary adjustments as follows:

1. All employees whose salaries are below the minimum rates for the new grades will be brought to the minimum of the new grades in the proposed compensation plan.

2. Employees whose salaries are currently at or above the new range maximums will receive no adjustment in the implementation. Their base salaries shall be "frozen" until such time as the pay structure is adjusted upward and their current salaries are incorporated.

H. Supplemental Salaries

1. Some groups of employees receive salary jointly from Cobb County and other government agencies, i.e., extension service staff, superior court judicial assistants. In this employment situation, employees will be eligible to receive salary and adjustments to salary as provided in this policy for the portion of total salary paid by Cobb County. Salary and adjustments to salary paid by other agencies are due to the employee and will not impact the supplement paid by Cobb County, except to establish the minimum and maximum total salary recognized by Cobb County.

2. Specialty Pay

   a. Civilian

      i. Employees will receive one specialty supplemental pay designation or 5% of Market Control Point (MCP) for the following assignments

         • Civilian Training Officer
         • **Fire Communication Specialist (911)**
         • Tactical Dispatch (911)

      ii. Employees will receive two specialty supplemental pay designations or 10% of Market Control Point (MCP) for the following assignments

         • Recruitment and Background Investigator (911)
         • POST/Certified Training Officers (CTO 911)
iii. Employees assigned to the Adult Detention Center will receive specialty pay in the amount of $1.30 per hour.

b. Sworn

Employees in the Sheriff’s Office and Public Safety Departments assigned in designated areas, will receive specialty supplemental pay for that assignment. Employees in sworn classifications up to and including Deputy Sheriff Lt, Police Lt and Fire Battalion Chief are eligible for this pay. These assignments are made at the discretion of the Sheriff or Department Directors of each affected agency.

i. Employees will receive one specialty supplemental pay designation or 5% of Market Control Point (MCP) for the following assignments

- Bomb Squad
- Community Affairs
- Crisis Negotiations Team (CNT)
- Critical Response Team
- Deputy Sheriff III
- Deputy Training Instructor
- Detention Training Officer
- Dive Team
- Hazardous Materials Response Team (HazMat)
- Investigator
- K9 Unit
- Medical Operations Team
- Mobile Field Force
- Motorcycle Unit
- Paramedics BLS Station
- Police Training Instructor
- Ranger Unit
- SWAT
- Technical Rescue Team (TRT)

ii. Employees will receive two specialty supplemental pay designations or 10% of Market Control Point (MCP) for the following assignments

- DPS Instructor
- Fire Executive Officer
- Firefighter III
- Paramedics ALS
- POST/Certified Training Officers (FTO/CTO/JTO)
- Quality Assurance Specialist
- Safety Village Educator

iii. Sworn and civilian employees assigned to the Adult Detention Center up to and including the rank of Lieutenant will receive specialty pay in the amount of $1.30 per hour.

Supplemental Specialty pay will be discontinued in the event the employee is reassigned to a different position not eligible for supplemental specialty pay.

I. Shift Differential

Shift Differential is defined as additional pay received by full-time employees for
working non-traditional hours that are generally less desirable or more hazardous. Shift differential shall not apply to 24-hour shifts. This policy outlines guidelines to be utilized in determining shifts and calculating pay for applicable employees.

a. Shift Definition: Departments utilize a number of different shifts. Therefore, the following are guidelines utilized by department heads to determine shift assignment for employees under this policy. The department head will have final authority regarding shift designation.

i. Day Shift is defined as official shift assignment in which the majority of the total regularly scheduled hours falls between 8AM and 4PM. Shifts that are evenly split between morning shift hours and day shift hours (i.e. 4AM to 12PM) will be considered day shift for the purposes of this policy.

ii. Evening Shift is defined as official shift assignment in which the majority of the total regularly scheduled hours falls between 4PM and 12AM. Shifts that are evenly split between day shift hours and evening shift hours (i.e. 12PM to 12AM) will be considered evening shift for the purposes of this policy.

iii. Morning Shift is defined as official shift assignment in which the majority of the total regularly scheduled hours falls between 12AM and 8AM. Shifts that are evenly split between evening shift hours and morning shift hours (i.e. 6PM to 6AM) will be considered morning shift for the purposes of this policy.

b. Only full-time employees are eligible to receive shift differential. Part time employees are not eligible to receive shift differential.

c. Shift Differential Pay shall apply as follows:

i. Employees assigned to day shift shall not receive shift differential pay.

ii. Employees assigned to evening shift shall receive an additional $0.50 per hour for all hours worked including hours outside their normally scheduled shift. This shall include on-call, standby pay, and leave pay.

iii. Employees assigned to morning shift shall receive an additional $1.00 per hour for all hours worked including hours outside their normally scheduled shift. This shall include on-call, standby pay, and leave pay.

iv. Shift transfers must occur only after the required HR transaction deadline notice has been met so that pay rates can be adjusted in advance of such transfer. A copy of all shift transfer orders must be provided to Human Resources in advance of the HR transaction deadline.

J. Non-Cumulative Payments

The Board of Commissioners may approve payments to employees as single or multiple non-cumulative payments that do not adjust base salary. Such payments will be based on available funding in accordance with eligibility criteria. Such payments will be administered as determined by the Board of Commissioners.
TO: Dr. Jackie R. McMorris, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: May 12, 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. 05122020 Resolution
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 12th of May 2020
TO: Dr. Jackie R. McMorris, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: May 12, 2020

PURPOSE
To authorize the application for, and acceptance of, federal funding available to local governments under the CARES Act, through the Coronavirus Relief Fund.

BACKGROUND
The CARES Act established the $150 billion Coronavirus Relief Fund.

Treasury will make payments from the Fund to States and eligible units of local government; the District of Columbia and U.S. Territories (the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments (collectively “governments”).

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

(2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Guidance on eligible uses of Fund disbursements by governments is available below.

Amounts paid to States, the District of Columbia, U.S. Territories, and eligible units of local government are based on population as provided in the CARES Act. The CARES Act directs Treasury to use U.S. Census Bureau data for the most recent year for which data is available. The amount of payments made to each State will be reduced by the aggregate amount of payments that will be disbursed to eligible local governments.
within such State that have provided the required certifications to Treasury. Additional information on these points can be accessed below.

A unit of local government eligible for receipt of direct payment includes a county, municipality, town, township, village, parish, borough, or other unit of general government below the State level with a population that exceeds 500,000. Eligible local governments must submit the certification required by the CARES Act to Treasury by the deadline set forth below in order to receive payment.

Payments to Tribal Governments are to be determined by the Secretary of the Treasury in consultation with the Secretary of the Interior and Indian Tribes. Although that consultation has not yet concluded, certain data is requested of Tribal governments at this time to assist in this determination. Additional information on payments to Tribal governments will be posted as it becomes available.

Governments eligible for payments must provide payment information and required supporting documentation through the electronic form accessible below. To ensure payments are made within the 30-day period specified by the CARES Act, governments must submit completed payment materials not later than 11:59 p.m. EDT on April 17, 2020. Eligible local and Tribal governments that do not provide required information—and in the case of a local government, the required certification—by 11:59 p.m. EDT on April 17, 2020, may not receive any payment from the Fund.

Cobb County submitted timely application for funding on April 15, 2020.

The Department of the Treasury has remitted electronic payment from the Coronavirus Relief Fund, in the amount of $132,638,742.70, to Cobb County on April 24, 2020.

At this time, staff requests authorization to establish a new fund (CARES Fund 278) and create a new Finance Department Unit within this fund in order to hold these funds in contingency pending future Board action to approve specific, eligible expenditures per the CARES Act.

**IMPACT STATEMENT**

N/A

**FUNDING**

<table>
<thead>
<tr>
<th>Increase Revenue</th>
<th>Increase Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>278-055-V9CT-4430</td>
<td>278-055-V9CT-8820</td>
</tr>
<tr>
<td>Other Federal Revenue</td>
<td>Undesignated Contingency</td>
</tr>
<tr>
<td>$132,638,742.70</td>
<td>$132,638,742.70</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

The Board of Commissioners authorize the application for, and acceptance of, federal funding available to local governments under the CARES Act, through the Coronavirus Relief Fund; authorize the creation of the CARES Fund (278) and establish a Contingency Unit (C9CT) within the Finance Department (055); authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.
ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Roberts, Managing Director

DATE: May 12, 2020

PURPOSE

To accept and allocate additional funding for the Community Services Block Grant program provided by the Georgia Department of Human Services.

BACKGROUND

On Thursday, January 30, 2020, Cobb County was notified by the Georgia Department of Human Services (DHS) that the County was awarded additional funds in the amount of $60,828.79, which was the first amendment to the Federal Fiscal Year (FFY) 2020 CSBG award. The Board approved the first amendment at the April 14, 2020 Board of Commissioners meeting. Subsequently, on March 18, 2020, the Cobb County received a second notification of additional funds in the amount of $52,261.00 for FFY 2020. As such, the County’s total FY2020 CSBG grant award total is $888,373.79.

The Cobb County CDBG Program Office previously contacted current FFY20 Subrecipients to obtain their maximum expenditure capacity. Based on the Subrecipients’ assessment of their capacity to expend funds by the deadline and their current FFY20 expenditure ratio to date, the Cobb County CDBG Program Office is recommending the allocations as listed in Attachment A. There is a total of four Subrecipients who were not recommended for additional funding: three Subrecipients had not expended any FFY20 CSBG funds; one Subrecipient failed to respond to the request. The CSBG Tripartite Board has voted and approved all funding recommendation.

A 30-day Public Comment period commenced Monday, March 2, 2020 and concluded on Thursday, April 2, 2020. The FFY2020 CSBG additional allocations were reviewed at a Public Review Meeting on Wednesday, March 4, 2020. No public comments were received.

IMPACT STATEMENT

The Georgia Department of Human Services (DHS) 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 service agencies supplement DHS funds with their own resources. Additionally, service agencies are notified that no guarantee is provided regarding future funding.
FUNDING

The budget appropriations, as shown in Attachment A, account for the additional funds.

RECOMMENDATION

The Board of Commissioners accept and allocate additional funding for the Community Services Block Grant program 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 - FFY2020 CSBG Additional Allocations Second Amendment
<table>
<thead>
<tr>
<th>Organization/ Program Description</th>
<th>FFY2020 Allocation</th>
<th>Net Allocation Increase/Decrease Second Amendment</th>
<th>FY2020 Final Allocation Recommendation</th>
<th>Fund</th>
<th>Dept</th>
<th>Unit</th>
<th>Revenue</th>
<th>Object</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Center for Children and Young Adults, Inc. - GED Home School Literacy Program</td>
<td>$ 53,000.00</td>
<td>$ 3,000.00</td>
<td>$ 56,000.00</td>
<td>220</td>
<td>310</td>
<td>C20T</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>CobbWorks, Inc. - Comprehensive Adult Literacy Project</td>
<td>$ 70,000.00</td>
<td>-</td>
<td>$ 70,000.00</td>
<td>220</td>
<td>310</td>
<td>C20D</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Latin American Association, Inc. - Parenting Program</td>
<td>$ 18,000.00</td>
<td>$ 3,000.00</td>
<td>$ 21,000.00</td>
<td>220</td>
<td>310</td>
<td>C20I</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Youth Empowerment Through Learning, Leading &amp; Servicing, Inc. - Afterschool Program and Community Action Café Teen Program</td>
<td>$ 40,584.00</td>
<td>$ 3,761.00</td>
<td>$ 44,345.00</td>
<td>220</td>
<td>310</td>
<td>C20S</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td><strong>Housing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Center of Family Resources, Inc. - Short-term Rental Housing/Utility Assistance Program</td>
<td>$ 40,000.00</td>
<td>-</td>
<td>$ 40,000.00</td>
<td>220</td>
<td>310</td>
<td>C20B</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>The Extension, Inc. - Shelter Residential Recovery Program for Homeless Men</td>
<td>$ 101,500.00</td>
<td>$ 5,500.00</td>
<td>$ 107,000.00</td>
<td>220</td>
<td>310</td>
<td>C20M</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>InveSAFE Resources, Inc. - Domestic Violence Housing Assistance for Self-Sufficiency</td>
<td>$ 35,000.00</td>
<td>-</td>
<td>$ 35,000.00</td>
<td>220</td>
<td>310</td>
<td>C20Q</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>MUST Ministries, Inc. - Elizabeth Inn Emergency Shelter Program</td>
<td>$ 66,500.00</td>
<td>$ 5,500.00</td>
<td>$ 72,000.00</td>
<td>220</td>
<td>310</td>
<td>C20L</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Turner Hill Community Development Corporation - Harmony House Transitional Program</td>
<td>$ 26,500.00</td>
<td>$ 5,500.00</td>
<td>$ 32,000.00</td>
<td>220</td>
<td>310</td>
<td>C20P</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Promise of Cobb County - Transitional Shelter Program</td>
<td>$ 13,000.00</td>
<td>$ 3,000.00</td>
<td>$ 16,000.00</td>
<td>220</td>
<td>310</td>
<td>C20U</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td><strong>Mental Health</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ser Familia, Inc. - Self-Sufficiency for Latino Families</td>
<td>$ 35,000.00</td>
<td>$ 4,000.00</td>
<td>$ 39,000.00</td>
<td>220</td>
<td>310</td>
<td>C20H</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td><strong>Multiple Domain</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cobb County Senior Services - Rent/Utilities/ Food Emergency Assistance Program</td>
<td>$ 53,328.79</td>
<td>$ 3,000.00</td>
<td>$ 56,328.79</td>
<td>220</td>
<td>310</td>
<td>C20E</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Communities in Schools of Marietta/Cobb County, Inc. - Parents as Teachers</td>
<td>$ 55,000.00</td>
<td>-</td>
<td>$ 55,000.00</td>
<td>220</td>
<td>310</td>
<td>C20F</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Zion Keepers, Inc. - Project Hope Transitional Housing Rent/Utility Assistance for Homeless Veterans</td>
<td>$ 61,200.00</td>
<td>$ 5,000.00</td>
<td>$ 66,200.00</td>
<td>220</td>
<td>310</td>
<td>C20R</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Zion Baptist Church of Marietta - Community Assistance Program of Services</td>
<td>$ 26,500.00</td>
<td>$ 5,000.00</td>
<td>$ 31,500.00</td>
<td>220</td>
<td>310</td>
<td>C20Z</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Administration (WFN Consulting Inc)</td>
<td>$ 66,500.00</td>
<td>-</td>
<td>$ 66,500.00</td>
<td>220</td>
<td>310</td>
<td>C20A</td>
<td>4457</td>
<td>6574</td>
</tr>
<tr>
<td>Administrative Services (Cobb County Indirect Cost)</td>
<td>$ 20,000.00</td>
<td>-</td>
<td>$ 20,000.00</td>
<td>220</td>
<td>310</td>
<td>C20A</td>
<td>4457</td>
<td>6581</td>
</tr>
<tr>
<td>Audit</td>
<td>$ 10,000.00</td>
<td>-</td>
<td>$ 10,000.00</td>
<td>220</td>
<td>310</td>
<td>C20A</td>
<td>4457</td>
<td>6302</td>
</tr>
<tr>
<td>Administration Support</td>
<td>$ 15,000.00</td>
<td>$ 3,000.00</td>
<td>$ 18,000.00</td>
<td>220</td>
<td>310</td>
<td>C20A</td>
<td>4457</td>
<td>6572</td>
</tr>
<tr>
<td>Database Management &amp; Software Training</td>
<td>$ 29,500.00</td>
<td>$ 3,000.00</td>
<td>$ 32,500.00</td>
<td>220</td>
<td>310</td>
<td>C20A</td>
<td>4457</td>
<td>6262</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ 836,112.79</td>
<td>$ 52,261.00</td>
<td>$ 888,373.79</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: Dr. Jackie R. McMorris, County Manager
FROM: Pam Mabry, County Clerk
DATE: May 12, 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:

- April 27, 2020 - Agenda Work Session
- April 28, 2020 - BOC Regular
- April 30, 2020 - Special Called Virtual Meeting

ATTACHMENTS
1. 04272020 Agenda Work Session
2. 04282020 BOC Regular
3. 043020 SC Meeting
MINUTES OF AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
APRIL 27, 2020

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, April 27, 2020, in the second-floor BOC Meeting Room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the April 28, 2020, BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner Keli Gambrill  
Commissioner JoAnn Birrell  
Commissioner Lisa Cupid

Not Present: Commissioner Bob Ott

1. CALL TO ORDER

Chairman Boyce called the meeting to order at 9:01 a.m.

2. PRESENTATION

Shari Martin, President and Chief Executive Officer of Cobb Community Foundation, provided a presentation to the Board regarding the critical and growing need in the community for food, meals and the services being provided to meet those needs. PowerPoint presentation attached and made a part of these minutes.

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 4-0; Ott not present

3. ADJOURNMENT

The meeting was adjourned into Executive Session at 11:46 a.m.

____________________________________  
Pamela L. Mabry  
County Clerk  
Cobb County Board of Commissioners
The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, April 28, 2020 at 1:30 p.m. in the second-floor public meeting room 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 - Via WebEx Teleconference

**CALL TO ORDER**

Chairman Boyce called the meeting to order at 1:32 p.m.

**PRESENTATIONS**

1. **Withdrawal of the request to present an update to the Board of Commissioners on the critical and growing need in the community for food, meals and the services being provided by the non-profit community to meet these needs.**

   This item was withdrawn from the Agenda.

2. **PUBLIC COMMENT**

   1. John Hull addressed the Board regarding community food funding during the COVID 19 pandemic. (Via WebEx Call)
   2. Lin Harrison addressed the Board regarding community food funding during the COVID 19 pandemic. (Via WebEx Call)
   3. Roger Vest addressed the Board regarding community food funding during the COVID 19 pandemic. (Via WebEx Call)
   4. Sharon Mason addressed the Board regarding community food funding during the COVID 19 pandemic. (Via WebEx Call)
   5. Kathy Slough thanked the community responders for their efforts during this time. (Via WebEx Call)
   6. Dr. Ike Reighard addressed the Board regarding community food funding during the COVID 19 pandemic.
   7. Melanie Kagan addressed the Board regarding community food funding during the COVID 19 pandemic.
The following two speakers spoke following the appointment announcements.

8. Todd Lollis addressed the Board regarding community food funding during the COVID 19 pandemic.
9. Howard Koepka addressed the Board regarding community food funding during the COVID 19 pandemic.

Chairman Boyce presented the following non-agenda items and the following Motions were made:

Motion by Boyce, second by Birrell, to approve the addition of the following non-agenda item to the Consent Agenda for consideration:

- To approve settlement of a workers’ compensation, claim on behalf of Kathryn Winslow. (See item 57 of these minutes.)

VOTE: ADOPTED 5-0

Motion by Cupid, second by Birrell, to approve the addition to the following non-agenda item to the Consent Agenda for consideration:

- To authorize settlement of Cobb County v. Pilgrim Square, et al, Civil Action File No. 14-1-04505-48. (See item 58 of these minutes.)

VOTE: ADOPTED 5-0

Motion by Boyce, second by Cupid, to approve the addition to the following non-agenda item to the Consent Agenda for consideration:

- To authorize submission of a FY20 Federal Aviation Administration State Block Grant Program application to the Georgia Department of Transportation. (See item 59 of these minutes.)

VOTE: ADOPTED 5-0
CONSENT AGENDA

Motion by Boyce, second by Birrell, to approve the following items on the Consent Agenda, as revised, with the exception to the items 47 and 48 which were withdrawn from the agenda (See items 47 and 48 of these minutes.); and authorize execution of the necessary documents by the appropriate County personnel.

District Attorney

3. To authorize the creation of new position, Judicial Case Manager, pay grade, 17, for the District Attorney's Office to foster partnerships with liveSAFE Resources, Inc., and the Cobb Justice for Elderly and Disabled Individuals, Multi-Disciplinary Task Force.

To authorize the creation of a new position, Judicial Case Manager, pay grade 17, for the District Attorney's Office under Unit F047; and further authorize the corresponding budget and personnel transactions.

Increase Revenue: 270-170-F047-4429 (Dept. of Justice) $189,200.70

Increase Expenditure: 270-170-F047-6012 (Salaries) $129,641.58
Increase Expenditure: 270-170-F047-6032 (Disability) $466.71
Increase Expenditure: 270-170-F047-6034 (FICA) $9,917.58
Increase Expenditure: 270-170-F047-6036 (Medical) $11,287.63
Increase Expenditure: 270-170-F047-6038 (Life Insurance) $1,287.63
Increase Expenditure: 270-170-F047-6044 (Retirement) $31,865.90
Increase Expenditure: 270-170-F047-6045 (Defined Cont.) $2,592.83
Increase Expenditure: 270-170-F074-6052 (Worker's Comp.) $1,700.90
Increase Expenditure: 270-170-F074-6054 (Dental) $1,209.00
Juvenile Court

4. To authorize the application for grant funds from the Criminal Justice Coordinating Council for the Juvenile Justice Incentive Evidence Based Programs grant.

To authorize the grant application to the Criminal Justice Coordinating Council for the Juvenile Justice Incentive Grant.

5. To authorize the application for grant funds from OJJDP (Office of Juvenile Justice and Delinquency Prevention) for Comprehensive Anti-Gang Programs for Youth.

To authorize the grant application to OJJDP for the Comprehensive Anti-Gang Programs for Youth grant.

State Court Administration

6. To ratify previous action by the County Manager to execute the application, acceptance and appropriation of emergency grant funding from the Georgia Accountability Court Funding Committee.

To ratify previous action by the County Manager executing the referenced agreement and/or transactions and further authorize the Clerk to record evidence of such ratification in the Official Minutes.

Ratify the following appropriation previously approved by the County Manager:

- Increase Revenue: 270-220-S061-4506 (Other Local Revenue) $13,575.00
- Increase Expenditure: 270-220-S061-6326 (Professional Services) $13,575.00
County Manager

7. **To ratify previous action by the County Manager approving an engagement letter with Holland & Knight, LLP to provide federal consulting and advocacy services to Cobb County, GA in connection with the CARES Act and general local government funding opportunities.**

To ratify previous action by the County Manager approving an engagement letter with Holland & Knight, LLP, in an amount not to exceed $11,250.00 per month, to provide federal consulting and advocacy services to Cobb County, GA in connection with the CARES Act and general local government funding opportunities.

Funding for the professional services in the amount of $250,000.00 was adopted with the FY20 budget. The funding is currently available in the following location:

010-020-035-0251-6326 Professional Services $250,000.00

Water System

8. **To authorize advertisement for and conduct of 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.**

To authorize the advertisement for and conduct of 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 Maintenance Zone 4 Miscellaneous Water Main Replacement, Program No. W2390.

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

To authorize the advertisement for and conduct of 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.
To approve Change Order No. 1 (final) to the construction contract with Steele & Associates, Inc. for Rockin Hill Manor Road Water Main Replacement, Program No. W2339.

To **approve** Change Order No. 1 (final) to the construction contract with Steele & Associates, Inc., a savings to the project in the amount of $161,833.94, for Rockin Hill Manor Water Main Replacement, Program No. W2339; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System’s Rockin Hill Manor Water Main Replacement, Program No. W2339.

Decrease Encumbrance:
- GAE 510062717703 510-500-5754-8260 W2339-C $161,833.94

Transfer from:
- Rockin Hill Manor Water Main Replacement
  - Construction 510-500-5754-8260 W2339-C $161,833.94
  - Interest Expense on Retainage 510-500-5754-6613 W2339-A $1,283.95
  - Materials & Supplies 510-500-5754-8265 W2339-M $9,447.91
  - Contingency 510-500-5754-8810 W2339-T $23,120.00
  - Total $195,685.80

Transfer to:
- Unidentified New/Replacement Water Mains
  - Preliminary Estimates 510-500-5754-8005 W1503-Z $195,685.80
11. **To approve Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc. for the City of Austell Sewer Relocation, Program No. S2073.**

To approve Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc., a savings to the project in the amount of $47,043.75, for City of Austell Sewer Relocation, Program No. S2073; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

No additional funding is required for the Water System’s City of Austell Sewer Relocation, Program No. S2073.

Decrement Encumbrance:

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAE 51004241814</td>
<td>510-500-5755-8260 S2073-C</td>
<td>$47,043.75</td>
</tr>
</tbody>
</table>

Transfer from:

City of Austell Sewer Relocation

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>510-500-5755-8260 S2073-C</td>
<td>Construction</td>
<td>$47,043.75</td>
</tr>
<tr>
<td>510-500-5755-6613 S2073-A</td>
<td>Interest Expense on Retainage</td>
<td>$365.00</td>
</tr>
<tr>
<td>510-500-5755-8020 S2073-R</td>
<td>Easement &amp; Right-of-Way</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>510-500-5755-8810 S2073-T</td>
<td>Contingency</td>
<td>$2,920.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$53,828.75</strong></td>
</tr>
</tbody>
</table>

Transfer to:

UPC Water, Sewer, and Miscellaneous Services

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>510-500-5752-8260 C0141-C</td>
<td>Construction</td>
<td>$53,828.75</td>
</tr>
</tbody>
</table>
12. **To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. for Ward Creek Interceptor Stabilization, Program No. S3033.**

To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. in the amount of $87,912.55, for Ward Creek Interceptor Stabilization, Program No. S3033; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

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

| Transfer from: | Preliminary Estimates | Creek Crossing Restoration Program | 510-500-5755-8005 | S2028-Z | $87,912.55 |

| Transfer to:   | Construction          | Nickajack Creek Interceptor Stabilization | 510-500-5755-8260 | S3034-C | $87,912.55 |

13. **To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. for Nickajack Creek Interceptor Stabilization, Program No. S3034.**

To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. in the amount of $84,777.00, for Nickajack Creek Interceptor Stabilization, Program No. S3034; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

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

| Transfer from: | Preliminary Estimates | Creek Crossing Restoration Program | 510-500-5755-8005 | S2028-Z | $84,777.00 |

| Transfer to:   | Construction          | Nickajack Creek Interceptor Stabilization | 510-500-5755-8260 | S3034-C | $84,777.00 |
14. **To ratify previous action by the County Manager approving a contract with Insituform Technologies, LLC, for Noonday Creek Interceptor Sewer Rehabilitation, Program No. S3032.**

To **ratify** previous action by the County Manager approving a contract with Insituform Technologies, LLC, in the amount of $228,500.00, for Noonday Creek Interceptor Sewer Rehabilitation, Program No. S3032; **ratify** the corresponding budget transactions; and **authorize** the Clerk to record evidence of such ratification in the Official Minutes.

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

| Transfer from: |  |  |  |  |
|----------------|-----------------|-----------------|-----------------|
| Unidentified New/Replacement Sewer Lines | Preliminary Estimates | 510-500-5755-8005 | S2503-Z | $238,100.00 |

| Transfer to: |  |  |  |  |
|---------------|-----------------|-----------------|-----------------|
| Noonday Creek Interceptor Sewer Rehabilitation | Construction | 510-500-5755-8260 | S3032-C | $228,500.00 |
|   | Materials & Supplies | 510-500-5755-8265 | S3032-M | $5,000.00 |
|   | Contingency | 510-500-5755-8810 | S3032-T | $4,600.00 |
|   | Total |  |  | $238,100.00 |

15. **To ratify previous action by the County Manager authorizing the purchase of one Utility Body Crew Truck, under the provisions of a State Contract with Rush Truck of Georgia, for the Water System’s System Maintenance Division.**

To **ratify** previous action by the County Manager authorizing the purchase of one Utility Body Crew Truck under the provisions of a State Contract with Rush Truck of Georgia, for the Water System’s System Maintenance Division, in the amount of $158,420.28; and **authorize** the Clerk to record evidence of such ratification in the official minutes.

Funding is available in the FY20 Water System’s Adopted Operating Budget.
16. To ratify previous action by the County Manager approving Supplemental Agreement No. 1 to the construction contract with Butch Thompson Enterprises, Inc. for Olympic Industrial Drive Drainage System Improvements, Program No. SW1886.

To ratify previous action by the County Manager approving Supplemental Agreement No. 1 to the construction contract with Butch Thompson Enterprises, Inc., adding 81 calendar days to the contract period, for Olympic Industrial Drive Drainage System Improvements, Program No. SW1886; and authorize the Clerk to record evidence of such ratification in the Official Minutes.

No additional funding is required at this time for the Water System’s Olympic Industrial Drive Drainage System Improvements, Program No. SW1886.

17. To approve Supplemental Agreements No. 3 with nine contractors to extend the 2016 Stormwater Management Unit Price Contract, Program No. 2016-SWM-UPC.

To approve Supplemental Agreements No. 3 with nine contractors to extend for one year the 2016 Stormwater Management Unit Price Contract, Program No. 2016-SWM-UPC; and authorize the Chairman to execute the necessary documents.

Funding for Stormwater Management Unit Price Contract (Drainage Contract R&M Services) is available in the Water System’s adopted FY19 Budget for Stormwater Management, Fund 510, Department 500, Unit 5758, Account 6496.
18. **To approve a Contract Item Agreement between the Georgia Department of Transportation (GDOT) and Cobb County for GDOT Project Widening and Reconstruction of S.R. 360 (Macland Road) from S.R. 120 (Charles Hardy Parkway) to Lost Mountain Road, Program No. W4343.**

To **approve** the Contract Item Agreement between the Georgia Department of Transportation (GDOT) in the amount of $4,323,518.79, for GDOT Project Widening and Reconstruction of S.R. 360 (Macland Road) from S.R. 120 (Charles Hardy Parkway) to Lost Mountain Road, Program No. W4343; **authorize** the corresponding budget transactions; and further **authorize** the Chairman to execute the necessary documents.

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

**Transfer from:**
- Miscellaneous Roadway Projects-State
  - Preliminary Estimates 510-500-5757-8005 W4701-Z $4,430,718.79

**Transfer to:**
- S.R. 360 from S.R. 120 to Lost Mountain Road Water Main Replacement
  - Construction 510-500-5757-8260 W4343-C $4,323,518.79
  - Interest Expense on Retainage 510-500-5757-6613 W4343-A $10,800.00
  - Materials & Supplies 510-500-5757-8265 W4343-M $10,000.00
  - Contingency 510-500-5757-8810 W4343-T $86,400.00
  - Total $4,430,718.79
Transportation

19. To approve a contract with Clever Devices, Ltd. for upgrade of the current CobbLinc Paratransit Automatic Vehicle Location System platform, CCDOT Contract No. 001524.

To approve a sole source one-year contract with Clever Devices, Ltd. to include four automatic annual renewals and two additional one-year renewal options, in an amount not to exceed $56,082.00, for upgrade of the current CobbLinc Paratransit Automatic Vehicle Location System platform, CCDOT Contract No. 001524; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

Federal and local funding for year one is available in the approved Transit Capital Projects Fund, with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>203-050-T080-8005 Preliminary Estimate</th>
<th>$22,300.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer to:</td>
<td>203-050-T080-8675 Computer Software</td>
<td>$22,300.00</td>
</tr>
</tbody>
</table>

Federal and local funding for renewal years two through five is available in the approved Transit Capital Project Fund to be encumbered in the applicable fiscal year, as follows:

| Future GAE Issuance: | 203-050-Various-8675 Computer Software | $33,782.00 |
20. **To authorize the acceptance and appropriation of funding from Supplemental Agreement No. 2 to Georgia Department of Transportation Contract No. AP019-9000-34 (067) for preliminary engineering of Taxiway A Relocation at Cobb County International Airport – McCollum Field.**

To **authorize** the acceptance and appropriation of funding from Supplemental Agreement No. 2 to Georgia Department of Transportation Contract No. AP019-9000-34 (067), in an amount not to exceed $15,397.99 for preliminary engineering of Taxiway A Relocation at Cobb County International Airport – McCollum Field; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents including electronic signature via DocuSign.

Reverse transactions previously approved on June 25, 2019, for close out of contract with Axtell’s, Inc., as follows:

Increase receipt of revenue in the Grant Fund from GDOT Contract No. AP016-9030-34 (67), as follows:

<table>
<thead>
<tr>
<th>Increase Revenue:</th>
<th>270-050-A102-4466 - GDOT Revenue</th>
<th>$34,035.26</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Expenditure:</td>
<td>270-050-A102-8024 - Land Imprv. – Deprec.</td>
<td>$34,035.26</td>
</tr>
</tbody>
</table>

Increase local match funding in the Grant Fund, with the following interfund transfer from the Airport Division's approved FY20 Operating Budget, as follows:

| Decrease Expenditure:      | 010-050-0720-8852 - Airport Fund Bal. Reserves | $11,345.09 |
| Increase Expenditure:      | 010-050-0720-6594 - Interfund Expense | $11,345.09 |
| Increase Revenue:          | 270-050-A102-4960 - Interfund Revenue | $11,345.09 |
| Increase Expenditure:      | 270-050-A102-8024 - Land Imprv. – Deprec | $11,345.09 |

Reverse transactions previously approved on June 25, 2019, for close out of contract with Michael Baker International, Inc., as follows:

Increase receipt of revenue in the Grant fund from GDOT Contract No. AP016-9030-34 (67), as follows:

| Increase Revenue:          | 270-050-A102-4466 - GDOT Revenue | $2,035.50 |
| Increase Expenditure:      | 270-050-A102-8024 - Land Imprv. – Deprec | $2,035.50 |
Increase local match funding in the Grant Fund, with the following interfund transfer from the Airport Division’s approved FY20 Operating Budget, as follows:

Decrease Expenditure: 010-050-0720-8852  Airport Fund Bal. Reserves $678.50
Increase Expenditure: 010-050-0720-6594  Interfund Expense $678.50
Increase Revenue: 270-050-A102-4960  Interfund Revenue $678.50
Increase Expenditure: 270-050-A102-8024  Land Improv. – Deprec. $678.50

Appropriate receipt of additional revenue in the Grant Fund from Supplemental Agreement No. 2 to GDOT Contract No. AP019-9000-34 (067), as follows:

Increase Revenue: 270-050-A102-4466  GDOT Revenue $15,397.99
Increase Expenditure: 270-050-A102-8033  Site Planning & Design $15,397.99

Local match funding is available in the Grant Fund, with the following interfund transfer from the Airport Division’s approved FY20 Operating Budget, as follows:

Decrease Expenditure: 010-050-0720-8852  Airport Fund Bal. Reserves $5,132.66
Increase Expenditure: 010-050-0720-6326  Professional Services $5,132.66
Increase Revenue: 270-050-A102-4960  Interfund Revenue $5,132.66
Increase Expenditure: 270-050-A102-8033  Site Planning & Design $5,132.66


To approve Work Order No. F8 to the Master Contract with Michael Baker International, Inc., in an amount not to exceed $7,975.00, to update the Disadvantaged Business Enterprise Tri-Annual Goal for Cobb County International Airport – McCollum Field, CCDOT Contract No. 001188; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

Available in the Airport Division’s approved FY20 Operating Budget, with the following budget transfer:

Transfer from: 010-050-0720-8852  Airport Fund Bal. Reserves $7,975.00
Transfer to: 010-050-0720-6326  Professional Services $7,975.00

To approve Work Order No. F9 to the Master Contract with Michael Baker International, Inc., in an amount not to exceed $68,625.00, for preliminary engineering of Taxiway A Relocation at Cobb County International Airport – McCallum Field, CCDOT Contract No. 001188; and authorize the Chairman to execute the necessary documents.

State and local match funding is available in the Grant Fund, as follows:

| Available: 270-050-A102-8033 Site Planning & Design | $20,530.65 |

State and local match funding is available in the Grant Fund, with the following budget transfer:

| Transfer from: 270-050-A102-8024 Land Improv. - Deprec. | $48,094.35 |
| Transfer to: 270-050-A102-8033 Site Planning & Design | $48,094.35 |

23. To authorize renewal of the contract with Public Facilities & Services, Inc., by exercising the first one-year renewal option for cleaning services at transit system amenities and facilities for CobbLinc, CCDOT Contract No. 001433.

To authorize renewal of the contract with Public Facilities & Services, Inc., in an amount not to exceed $342,034.00, for the period retroactive to February 6, 2020 through February 5, 2021, by exercising the first one-year renewal option for cleaning services at transit system amenities and facilities for CobbLinc, CCDOT Contract No. 001433; and authorize the corresponding budget transaction.

Federal and local funding is available in the Grant Fund, with the following budget transfer:

| Transfer from: 203-050-T080-8005 Preliminary Estimate | $342,034.00 |
| Transfer to: 203-050-T080-6326 Professional Services | $342,034.00 |
24. To ratify previous action by the County Manager approving the Federal Transit Administration Annual Certifications and Assurances required for Cobb County to receive federal financial assistance during Federal Fiscal Year 2020.

To ratify previous action by the County Manager approving the Federal Transit Administration (FTA) Annual Certifications and Assurances required for Cobb County to receive federal financial assistance during Federal Fiscal Year 2020; authorize Laraine Vance to submit FTA grant applications and execute FTA grant awards on behalf of Cobb County, as needed; and executing the necessary documents.

25. To authorize the establishment of a “No Parking” zone along both sides of Lee Waters Road.

To authorize the establishment of a "No Parking" zone along both sides of Lee Waters Road.

Available: 010-050-0750-6197  
Signage Supplies $1,000.00
To ratify previous action by the County Manager approving Resurfacing Contract 2020-2 Local Roads (South) with Blount Construction Company, Inc., for resurfacing of County-maintained streets, Project No. X2913, CCDOT Contract No. 001501.

To ratify previous action by the County Manager approving Resurfacing Contract 2020-2 Local Roads (South), with Blount Construction Company, Inc., in an amount not to exceed $4,822,954.30, to include the base bid and Alternate No. 1 for resurfacing of County-maintained streets, Project No. X2913, CCDOT Contract No. 001501; authorizing the corresponding budget transactions; and executing the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from: 347-050-X290-X290-8761-X2913-C Preliminary Estimate $4,441,674.40
Transfer to: 347-050-X290-X290-8762-X2913-C Turnkey Construction $4,441,674.40

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, Resurfacing.

Resurfacing 2020-2 Local Roads (South) is an eligible project/program under the Infrastructure Preservation – Resurfacing Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 8). Resurfacing includes milling, patching, leveling, and resurfacing of various roadways throughout the County.

Available in the 2016 SPLOST Public Safety Improvements Program Fund, with the following budget transfer:

Transfer from: 347-110-X092-X092-8005-X0924-A Preliminary Estimate $381,279.90
Transfer to: 347-110-X092-X092-8762-X0924-C Turnkey Construction $381,279.90

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, Public Safety Improvements.

Public Safety Training Center is an eligible project/program under the Public Safety Component of the 2016 SPLOST Public Safety Improvements (Cobb County 2016 SPLOST, pp. 6, 27, 28). Public Safety Training Center includes renovation and expansion of training facilities.
27. To ratify previous action by the County Manager approving Change Order No. 1 to the contract with Excellere Construction, LLC for repairs on Silver Comet Trail Bridges, Project No. X2119, CCDOT Contract No. 001472.

To ratify previous action by the County Manager approving Change Order No. 1 to the contract with Excellere Construction, LLC, a no-cost time extension through May 30, 2020, for repairs on Silver Comet Trail Bridges, Project No. X2119, CCDOT Contract No. 001472; and executing the necessary documents.

28. To ratify previous action by the County Manager approving a contract with Excellere Construction, LLC for drainage system repairs on Lost Mountain Lane, Project No. X2246, CCDOT Contract No. 001508.

To ratify previous action by the County Manager approving a contract with Excellere Construction, LLC, in an amount not to exceed $215,000.00, for drainage system repairs on Lost Mountain Lane, Project No. X2246, CCDOT Contract No. 001508; authorizing the corresponding budget transactions; and executing the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Transfer to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$147,800.00</td>
<td>$147,800.00</td>
</tr>
</tbody>
</table>

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Transfer to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$73,550.00</td>
<td>$67,200.00</td>
</tr>
<tr>
<td>510-500-5756-8265-W4414-M Materials and Supplies</td>
<td>510-500-5756-8810-W4414-T Contingency</td>
</tr>
<tr>
<td>$5,000.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
</tr>
<tr>
<td>$73,550.00</td>
<td></td>
</tr>
</tbody>
</table>

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.
29. To ratify previous action by the County Manager approving Resurfacing Contract 2020-1 Countywide Major Thoroughfares (Local Maintenance Improvement Grant) with Baldwin Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2912, CCDOT Contract No. 001470.

To ratify previous action by the County Manager approving Resurfacing Contract 2020-1 Countywide Major Thoroughfares (Local Maintenance and Improvement Grant) with Baldwin Paving Company, Inc., in an amount not to exceed $11,034,024.79, for resurfacing of County-maintained streets, Project No. X2912, CCDOT Contract No. 001470; authorizing the corresponding budget transactions; and executing the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Available: 347-050-X290-X290-8762-X2912-C Turnkey Construction $ 370,832.65

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfers:

347-050-X290-X290-8761-X2915-C Preliminary Estimates $ 1,414,282.02
Transfer to: 347-050-X290-X290-8762-X2912-C Turnkey Construction $10,663,192.14

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, Resurfacing.

Resurfacing 2020-1 Countywide Major Thoroughfares (LMIG) is an eligible project/program under the Infrastructure Preservation – Resurfacing Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 8). Resurfacing includes milling, patching, leveling, and resurfacing of various roadways throughout the County.
30. **To authorize procurement of capital equipment to be utilized by the Road Maintenance Division for daily and emergency operations, and authorize reallocation of capital project funds for the procurement.**

To **authorize** procurement of capital equipment, in an amount not to exceed $975,594.70 through available State Contracts, to be utilized by the Road Maintenance Division for daily and emergency operations; **authorize** reallocation of available capital project funds for the procurement; and **further authorize** the corresponding budget transactions.

Available in the Capital Projects Fund, with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from</th>
<th>Transfer to</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>380-050-4605-8005-TR502-O Preliminary Estimate</td>
<td>380-050-4605-8490-TR503-P Other Machinery &amp; Equip.</td>
<td>$975,594.70</td>
</tr>
<tr>
<td>380-050-4605-8605-TR503-P Autos, Vans, Trucks</td>
<td>380-050-4605-8490-TR503-P Other Machinery &amp; Equip.</td>
<td>$464,884.00</td>
</tr>
<tr>
<td>380-050-4605-8605-TR503-P Autos, Vans, Trucks</td>
<td>380-050-4605-8605-TR503-P Autos, Vans, Trucks</td>
<td>$510,710.70</td>
</tr>
</tbody>
</table>

31. **To adopt a resolution authorizing submission of a FY20 Section 5307 Grant request to the Federal Transit Administration under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for transit capital, planning, and operating projects/activities, and authorize the acceptance of allocated Section 5307 Grant Program CARES Act supplemental funding.**

To **adopt** a resolution authorizing submission of a FY20 Section 5307 Grant request to the Federal Transit Administration under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, in an amount not to exceed $18,039,756.00, for transit capital, planning, and operating projects/activities; **authorize** the acceptance of allocated Section 5307 Grant Program CARES Act supplemental funding; **authorize** the corresponding budget transactions; and **further authorize** the Chairman, or his designee as previously approved by the Board, to execute the necessary documents.

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

<table>
<thead>
<tr>
<th>Increase Revenue</th>
<th>Increase Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>203-050-T075-4439 FTA 5307 - Capital</td>
<td>203-050-T075-4442 FTA 5307 - Operating</td>
</tr>
<tr>
<td>$ 3,000,000.00</td>
<td>$15,039,756.00</td>
</tr>
<tr>
<td>203-050-T075-8005 Preliminary Estimate</td>
<td></td>
</tr>
<tr>
<td>$18,039,756.00</td>
<td></td>
</tr>
</tbody>
</table>
32. **To approve the First Amendment to the Intergovernmental Agreement with the State Road and Tollway Authority relating to operation of the Xpress commuter bus service in Cobb County.**

   To approve the First Amendment to the Intergovernmental Agreement with the State Road and Tollway Authority relating to operation and service modifications of the Xpress commuter bus service in Cobb County, due to the COVID-19 pandemic; delegate authority to the County Manager of Cobb County to approve subsequent COVID-19 changes as mutually agreed with SRTA, via email or by letter agreement; and authorize the Chairman to execute the necessary documents, in a form substantially similar to that presented and as approved by the County Attorney’s Office.

**Public Services Agency**

**Public Services Administration**

33. **To authorize the restructuring of the Solid Waste Division to the Sustainability Waste and Beautification Department and the appointment of the Sustainability Waste and Beautification Director.**

   To authorize the conversion of the Solid Waste Division to the Sustainability Waste and Beautification Department under the Public Services Agency; and authorize the appropriate title changes associated with this conversion and further approve all subsequent accounting adjustments.

   No funding impacts for this agenda item.

**PARKS**

34. **To ratify previous action by the County Manager, approving a design concept for the Cobb PARKS Signage and Wayfinding Standards program.**

   To ratify previous action by the County Manager approving the design concept for the Cobb PARKS Signage and Wayfinding Standards program, and further authorize the Clerk to record evidence of such ratification in the Official Minutes.
35. **To ratify previous action by the County Manager, approving a professional services agreement with Michael and Melody Gold to serve as caretakers for Kemp Family Park located on Burnt Hickory Road.**

To *ratify* previous action by the County Manager approving a professional services agreement with Michael and Melody Gold to serve as caretakers for Kemp Family Park and *authorize* the Chairman to execute the necessary documents.

36. **To ratify previous action by the County Manager, approving a contract with Ward Humphrey, Inc. to provide construction services related to the development of parking and park amenities at the Discovery Boulevard Property, under the 2016 PARKS SPLOST program.**

To *ratify* previous action by the County Manager approving a contract with Ward Humphrey, Inc. to provide construction services related to the development of parking and park amenities at the Discovery Boulevard Property, in an amount not to exceed $774,859.00, under the 2016 PARKS SPLOST Program, *authorize* the corresponding budget transactions, and *further authorize* the Chairman to execute the necessary documents.

Funding is available in the 2016 PARKS SPLOST funds as follows:

- 347-105-X063-C-8762 (Discovery Boulevard) $770,335.80
- 347-105-X063-E-8762 (Discovery Boulevard) $4,203.20

The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Improvements at Discovery Boulevard, including the design and construction of park improvements, is an eligible project under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). These improvements will support safe access for local visitors and historical tourism groups wishing to enjoy the Chattahoochee River and other natural and historic resources preserved on this property.

**SPLOST Project Summary as of March 4, 2020 (Discovery Boulevard)**

Budget: $898,000.00 Expended to Date: $119,196.34
Solid Waste

37. To approve the Amendment to the Vegetative Waste Facility and Property Lease and Operating Agreement with TAG Grinding Services, Inc.

To approve the Amendment to the Vegetative Waste Facility and Property Lease and Operating Agreement with TAG Grinding Services, Inc.; and further authorize the Chairman to execute the necessary documents.

The estimated annual increase in revenue is $278,000.00. With approximately 5 months remaining in fiscal year 2020, a partial year adjustment will be made to the Solid Waste FY2020 budget as follows:

Increase Revenue: 600-700-4900-4967 (Host Fees) $43,000.00
Increase Expenditure: 600-700-4900-6166 (Miscellaneous Expenses) $43,000.00

Support Services Agency

Information Services

38. To approve a Master Agreement with AT&T Corp. to provide a mechanism to purchase new services, software and equipment.

To approve a Master Agreement with AT&T Corp. for services, software and equipment; and authorize the Chairman to execute the necessary documents.
Property Management

39. **To ratify previous action by the County Manager approving a contract with Graphite Construction LLC, for interior painting at the Public Safety Training Center, 2016 SPLOST Program X1050.**

To ratify previous action by the County Manager approving a contract with Graphite Construction LLC, in the amount of $188,211.00, for interior painting at the Public Safety Training Center, 2016 SPLOST Program X1050, and further authorize the Clerk to record evidence of such ratification in the Official Minutes.

Funding is available in the 2016 SPLOST project budget as follows:

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-130-X105-8110-X1050-R</td>
<td>$188,211.00</td>
</tr>
<tr>
<td>Create GAE in the amount of</td>
<td>$188,211.00</td>
</tr>
</tbody>
</table>

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, Public Safety improvements.

The Public Safety Training Center is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

SPLOST Project Summary as of March 4, 2020:

<table>
<thead>
<tr>
<th>Budget:</th>
<th>Expended:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23,300,000.00</td>
<td>$13,956,124.64</td>
</tr>
</tbody>
</table>

March 10 agenda item (Motorola) $ 66,231.87
March 10 agenda item (Building Specialties) $ 212,375.00
This agenda item $ 188,211.00

To Date: $14,422,942.51
Public Safety Agency

Police Department

40. **To authorize the donation of expired surplus ballistic plates and helmets to other law enforcement agencies.**

To authorize the donation of expired, surplus ballistic plates and helmets to other law enforcement agencies.

41. **To amend a sub-grant agreement with the Atlanta Regional Commission for the deployment of Automatic License Plate Reader systems.**

To amend a sub-grant agreement between Cobb County and the Atlanta Regional Commission for the deployment of Automatic License Plate Reader systems; and further authorize the Chairman to execute the necessary documents.

42. **To authorize the application of a Georgia Gun Crime Intelligence Center grant through the Bureau of Justice Assistance.**

To authorize the application of a Georgia Gun Crime Intelligence Center grant through the Bureau of Justice Assistance.

If awarded, a future agenda item will be submitted and funding would be made available in a grant fund. The County would be reimbursed after purchases are finalized.
Fire Department

43. **To approve an amendment to lease agreement with Ten-8 Fire and Safety Equipment of Georgia LLC for leasing of space and maintenance for Cobb County Fire apparatus at 3200 Austell Road.**

To **approve** an Amendment to the Lease & Maintenance Agreement with Ten-8 Fire and Safety Equipment of Georgia LLC for leasing of space and credit for maintenance for Cobb County Fire apparatus at 3200 Austell Road extending the term for three years with two one-year renewal options, and making other revisions as set forth on the attached amendment, **authorize** the necessary budget transactions, and **further authorize** the Chairman to execute the necessary documents.

Community Development

44. **To approve a Deannexation notice of Non-Consent per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 1.41 acre tract located at 1196 Button Hill Road, from the City of Marietta.**

To **approve** a notice of Non-Consent per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for Deannexation of Land Lot 0250, 20 District, parcel 0053, 2nd Section, located on a 1.41-acre tract located at 1196 Button Hill Road, from the City of Marietta.

45. **To approve an Economic Incentive Commitment Agreement with HOME DEPOT U.S.A., INC.**

To **approve** the Economic Incentive Commitment Agreement for HOME DEPOT U.S.A., INC. and **authorize** the Chairman to execute all the necessary documents.
Human Resources

46. **To approve revisions to the Civil Service Rules & Standards.**

To **approve** revisions to Paragraph 1.7 of the Civil Service Rules & Standards as follows:

Par. 1.7

“Command Staff Appointments” shall be appointments in the Sheriff’s Office, Police Department, **Correction Department** and Fire Department to certain management and administrative positions held by officers with the title of **Deputy Sheriff Major**; Deputy Sheriff; **Assistant Division Commander Lieutenant Colonel**; Assistant Chief Deputy Sheriff; **Colonel, Police Captain**; Police Commander; **Major**; Assistant **Deputy Police Chief**; **Assistant Warden Corrections**, Fire Captain; **Fire Captain (40 Hour)**, Fire Battalion Chief; Fire Division Chief; **Fire District Chief**; and Deputy Fire Chief. Employees filling command staff appointments shall retain permanent status in the position they held prior to such appointment.

No additional funding is necessary.

47. **Withdrawal of request to approve revisions to the Compensation Policy.**

This item was withdrawn from the Agenda.

48. **Withdrawal of request to approve revisions to the Education Incentive Pay Policy.**

This item was withdrawn from the agenda.

49. **To ratify approval of the Emergency Limited Operational Services and Closure policy, Teleworking policy and the COVID-19 policy.**

To **approve** the Emergency Limited Operational Services and Closure policy, Teleworking policy, and the COVID-19 policy. A copy of said policies are attached and made a part of these minutes.

No additional funding is required.
Internal Audit

50. **To ratify a previous action by the County Manager, approving a contract with RSM US, LLP for supplemental internal auditing services.**

To ratify previous action by the County Manager executing the referenced contract with RSM US, LLP for supplemental internal auditing services for an amount not to exceed $100,000.00; and further authorize the Clerk to record evidence of such ratification in the Official Minutes.

Funds are available in the Internal Audit Department’s budget as follows:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-075-1700-6326</td>
<td>Professional Services</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

Finance

51. **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.
52. To **ratify action by the County Manager authorizing the close out of several projects in the Public Facility Projects Fund and reallocation of unspent funding as appropriate.**

To **ratify** action by the County Manager executing the transactions to close out projects, reallocate unspent funds, and **further authorize** the Clerk to record evidence of such ratification in the Official Minutes.

- Decrease Expenditure: 380-110-4477-8005 (Preliminary Estimates) $83,743.04
- Increase Expenditure: 380-110-4477-6594 (Transfer Out) $83,743.04
- Decrease Expenditure: 380-450-4544-8110 (Renovation of Buildings) $20,401.58
- Increase Expenditure: 380-450-4544-6594 (Transfer Out) $20,401.58
- Increase Revenue: 230-130-1000-4960 (Transfer In) $104,144.62
- Increase Expenditure: 230-130-1000-8820 (Undesignated Contingency) $104,144.62
- Decrease Expenditure: 380-450-4572-8005 (Preliminary Estimates) $. 6,908.97
- Increase Expenditure: 380-450-4572-6574 (Transfer Out) $. 6,908.97
- Increase Revenue: 700-095-WELL-4960 (Transfer In) $. 6,908.97
- Increase Expenditure: 700-095-WELL-8820 (Undesignated Contingency) $. 6,908.97
- Decrease Expenditure: 380-110-4675-8005 (Preliminary Estimates) $150,000.00
- Increase Expenditure: 380-110-4675-6574 (Transfer Out) $150,000.00
- Increase Revenue: 380-110-4678-4960 (Transfer In) $150,000.00
- Increase Expenditure: 380-110-4678-8005 (Preliminary Estimates) $150,000.00

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

To **approve** all interfund transfers for claims and safety equipment purchases; and **authorize** Risk Management to reimburse the appropriate department.
CDBG

54. **To ratify previous action of the County Manager to accept and allocate additional funding for the Community Services Block Grant program provided by the Georgia Department of Human Services.**

To ratify previous action by the County Manager executing the referenced agreement and/or transactions and further authorize the Clerk to record evidence of such ratification in the Official Minutes. A copy of Attachment A is attached and made a part of these minutes.

The budget appropriations, as shown in Attachment A, account for the additional funds in the amount of $60,828.79.

55. **To ratify previous action by the County Manager to accept allocations based upon the final grant award for Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs.**

To ratify previous action by the County Manager executing the referenced agreement and/or transactions and further authorize the Clerk to record evidence of such ratification in the Official Minutes.

The funding levels and final budget structure, as depicted in Attachments A, B, and C are based on final allocations of PY2020 funding for CDBG, HOME, and ESG.

- CDBG Program: $3,656,327.00
- HOME Program: $1,533,150.00
- ESG Program: $286,538.00
- Total: $5,476,015.00
56. **To approve minutes.**

To approve the minutes from the following meetings:

- March 09, 2020 - Agenda Work Session
- March 10, 2020 - BOC Regular Meeting
- March 16, 2020 - Special Called Meeting
- March 24, 2020 - Special Called Meeting
- April 1, 2020 - Special Called Meeting

**Non-Agenda**

57. **To approve settlement of a workers’ compensation, claim on behalf of Kathryn Winslow.**

To approve a settlement of the Workers’ Compensation Claim No. SBWC 2019-128280 on behalf of Kathryn Winslow; and further authorize the Human Resources Director and the Workers’ Compensation Administrator to execute the necessary settlement documents.

Funding is available in the Workers’ Compensation Claims Fund.

58. **To authorize settlement of Cobb County v. Pilgrim Square, et al, Civil Action File No. 14-1-04505-48, Cobb County Superior Court.**

To authorize settlement of Cobb County v. Pilgrim Square, et al, Civil Action File No. 14-1-04505-48, Cobb County Superior Court, pursuant to the direction and within the terms as discussed in Executive Session on April 27, 2020; and authorize counsel to prepare and execute any necessary documents for the purposes of settling ongoing litigation.

Funding is available in account 345-050-E006-E601-8748-E6010-R.
59. To authorize submission of a FY20 Federal Aviation Administration State Block Grant Program application to the Georgia Department of Transportation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for operating assistance.

To authorize submission of a FY20 Federal Aviation Administration State Block Grant Program application to the Georgia Department of Transportation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for operating assistance; and further authorize the Airport Division Manager to submit the required grant application on behalf of the Chairman.

CONSENT VOTE: ADOPTED 5-0, with the exception to items 45 and 49 of these minutes, which were Adopted 4-1, Commissioner Gambrill opposed.

REGULAR AGENDA

Board of Commissioners

BOC Chair

60. Withdrawal of a request to approve emergency funding to support the critical and growing need for food, meals, and other food related services being provided by organizations within the community.

This item was withdrawn from the Agenda.
Transportation

61. **To approve Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., for drainage system repairs on Ridgewood Creek Drive, Project No. X2256, CCDOT Contract No. 001464.**

Motion by Birrell, second by Cupid, to **approve** Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., in an amount not to exceed $15,211.40, for drainage system repairs on Ridgewood Creek Drive, Project No. X2256, CCDOT Contract No. 001464; **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:


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.

Ridgewood Creek Drive 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.

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

| Decrease GAE 51011191921: | 510-500-5756-6496-W5025-C Drainage Contract R&M Service | $10,253.00 |
| Transfer from: | Ridgewood Creek Drive – Utility Allowance | |
| | 510-500-5756-6496-W5025-C Drainage Contract R&M Service | $10,253.00 |
| | 510-500-5756-8265-W5025-C Material and Supplies | $1,000.00 |
| Total: | | $11,253.00 |
| Transfer to: | DOT Projects - Relocate Lines | |
| | 510-500-576-8005-W4069-Z Preliminary Estimate | $11,253.00 |

**VOTE:** ADOPTEO 5-0
62. **To approve an Encroachment Agreement with Cobb County-Marietta Water Authority for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114.**

Motion by Cupid, second by Gambrill, to **approve** an Encroachment Agreement with Cobb County-Marietta Water Authority for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114; and **authorize** the Chairman to execute the necessary documents.

**VOTE:** ADOPTED 5-0

63. **To ratify previous action by the County Manager authorizing emergency repairs on Woodland Brook Drive, and approve a contract with D&H Construction Company, Inc., for said repairs, Project No. X2260, CCDOT Contract No. 001159.**

Motion by Ott, second by Boyce, to **ratify** previous action by the County Manager authorizing emergency repairs on Woodland Brook Drive, in response to a sinkhole; **approve** a contract with D&H Construction Company, Inc., in an amount not to exceed $206,321.00, for said repairs, Project No. 2260, CCDOT Contract No. 001159; **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 to: 347-050-X220-X220-8762-X2260-C Turnkey Construction $196,321.00

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, Drainage System Improvements.

Woodland Brook Drive 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.
Available in the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Transfer to:</th>
<th>Preliminary Estimate</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOT Projects – Relocate Lines</td>
<td>Woodland Brook – Utility Allowance</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>510-500-5756-8005-W4069-Z</td>
<td>510-500-5756-6496-W5026-C</td>
<td>$10,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>510-500-5756-8265-W5026-M</td>
<td></td>
<td>$ 1,000.00</td>
<td></td>
</tr>
</tbody>
</table>

VOTE: ADOPTED 5-0

64. To approve Contract Modification (Change Order) No. 1 to the Utility Relocation Agreement with Georgia Transmission Corporation for preliminary engineering and relocation of facilities on Cherokee Street, Project No. X2603, CCDOT Contract No. 001281.

Motion by Gambrill, second by Cupid, to approve Contract Modification (Change Order) No. 1 to the Utility Relocation Agreement with Georgia Transmission Corporation, in an amount not to exceed $21,848.00, for preliminary engineering and relocation of facilities on Cherokee Street, Project No. X2603, CCDOT Contract No. 001281; 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:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Transfer to:</th>
<th>Preliminary Estimate</th>
<th>Utility Relocation</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-050-X260-X260-8741-X2603-R</td>
<td>347-050-X260-X260-8786-X2603-U</td>
<td>$21,848.00</td>
<td>$21,848.00</td>
<td>$43,696.00</td>
</tr>
</tbody>
</table>

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, roadway improvements.

Cherokee Street (joint project with Kennesaw) is an eligible project/program under the Safety and Operational Improvements – Roadway Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 19). Cherokee Street (joint project with Kennesaw) improvements include extension of the right turn lane.

VOTE: ADOPTED 5-0
65. **To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for John Ward Road Sidewalk, Project No. X2702, CCDOT Contract No. 001438.**

Motion by Gambrill, second by Cupid, to approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of $236,089.88, for John Ward Road Sidewalk, Project No. X2702, CCDOT Contract No. 001438; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

- **Decrease GAE 34706251938:**
  - **347-050-X270-X270-8762-X2702-C Turnkey Construction** $211,890.97

- **Transfer from:**
  - **347-050-X270-X270-8762-X2702-C Turnkey Construction** $211,890.97

- **Transfer to:**
  - **347-050-X270-X270-8761-X2701-C Preliminary Estimate** $211,890.97

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.

John Ward 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 1 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.

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

- **Decrease GAE 51006251938:**
  - **510-500-5756-8260-W4394-C Construction** $24,198.91

- **Transfer from:**
  - **John Ward Road Sidewalk**
    - **510-500-5756-8260-W4394-C Construction** $24,198.91
    - **510-500-5756-8265-W4394-M Materials and Supplies** $ 5,000.00
    - **510-500-5756-8810-W4394-T Contingency** $ 900.00

- **Transfer to:**
  - **DOT Projects - Relocate Lines**
    - **510-500-5756-8005-W4069-Z Preliminary Estimate** $30,098.91

**VOTE: ADOPTED 5-0**
66. To approve Resurfacing Contract 2020-3 Local Roads (North) with Bartow Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2914, CCDOT Contract No. 001502.

Motion by Ott, second by Birrell, to approve Resurfacing Contract 2020-3 Local Roads (North) with Bartow Paving Company, Inc., in an amount not to exceed $5,767,237.68, for resurfacing of County-maintained streets, Project No. X2914, CCDOT Contract No. 001502; 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-X290-X290-8761-X2914-C Preliminary Estimate $5,605,237.68
Transfer to: 347-050-X290-X290-8762-X2914-C Turnkey Construction $5,605,237.68

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following interfund transfer from the Water System FY20 Adopted Operating Budget:

Decrease Expenditure: 500-500-5400-5416-6516 Sewer Line – R&M Service $162,000.00
Increase Expenditure: 500-500-5400-5416-6594 Interfund Transfer Expense $162,000.00
Increase Revenue: 347-050-X290-X290-4960-X2914-C Interfund Transfer Revenue $162,000.00
Increase Expenditure: 347-050-X290-X290-8762-X2914-C Turnkey Construction $162,000.00

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, Resurfacing.

Resurfacing 2020-3 Local Roads (North) is an eligible project/program under the Infrastructure Preservation – Resurfacing Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 8). Resurfacing includes milling, patching, leveling, and resurfacing of various roadways throughout the County.

VOTE: ADOPTED 5-0
67. **To approve a Cobb Framework Agreement with the City of Marietta for improvements on Bells Ferry Road at the intersection of Turner Road/Dickson Road, Project No. D6040, Phase B.**

Motion by Birrell, second by Cupid, to approve a Cobb Framework Agreement with the City of Marietta for improvements on Bells Ferry Road at the intersection of Turner Road/Dickson Road, Project No. D6040, Phase B; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

VOTE: **ADOPTED 5-0**

68. **To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on two parcels on Bells Ferry Road at the intersection of Turner Road/Dickson Road, Project No. D6040, Phase B.**

Motion by Birrell, second by Boyce, to determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq.; authorize the commencement of condemnation proceedings on two parcels on Bells Ferry Road at the intersection of Turner Road/Dickson Road, Project No. D6040, Phase B; adopt Resolutions and Orders in forms substantially similar to that presented and as approved by the County Attorney’s Office; and further authorize the Chairman to execute the necessary documents. A copy of attachment 1 is attached and made a part of these minutes.

VOTE: **ADOPTED 5-0**

69. **To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on five parcels on Mack Dobbs Road, Project No. X2606.**

Motion by Gambrill, second by Cupid, to determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq.; authorize the commencement of condemnation proceedings on five parcels on Mack Dobbs Road, Project No. X2606; adopt Resolutions and Orders in forms substantially similar to that presented and as approved by the County Attorney’s Office; and further authorize the Chairman to execute the necessary documents. A copy of Attachment 1 is attached and made a part of these minutes.

VOTE: **ADOPTED 5-0**
70. **To approve Supplemental Agreement No. 1 and Change Order No. 1 to the contract with Excellere Construction, LLC for Gordon Combs Road Sidewalk, Project No. E7580, CCDOT Contract No. 001275.**

Motion by Gambrill, second by Birrell, to approve Supplemental Agreement No. 1 to the contract with Excellere Construction, LLC, in an amount not to exceed $29,740.34, for Gordon Combs Road Sidewalk, Project No. E7580, CCDOT Contract No. 001275; approve Change Order No. 1 to the contract, in an amount not to exceed $38,429.74, for said project; approve a contract time extension through September 30, 2020, for said project; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

<table>
<thead>
<tr>
<th>Transfer from</th>
<th>Transfer to</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>345-050-E007-E758-8722-E7580-C Engineering</td>
<td>345-050-E007-E758-8762-E7580-C Turnkey Construction</td>
<td>$68,170.08</td>
</tr>
</tbody>
</table>

Increase GAE 34508131935: 345-050-E007-E758-8762-E7580-C Turnkey Construction $68,170.08

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, Sidewalks.

Gordon Combs Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 16). Fill-In The Gaps Sidewalks improvements include construction of sidewalks along roadways throughout the County.

**VOTE: ADOPTED 5-0**
71. **To approve Change Order No. 2 (final) to the contract with C.W. Matthews Contracting Company, Inc., for roadway improvements on Sandy Plains Road, Project No. E6060, CCDOT Contract No. 000905.**

Motion by Birrell, second by Boyce, to **approve** Change Order No. 2 (final) to the contract with C.W. Matthews Contracting Company, Inc., a savings to the project in an amount of $15,706.67, for roadway improvements on Sandy Plains Road, Project No. E6060, CCDOT Contract No. 000905; **authorize** the corresponding budget transactions; 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:

Decrese GAE 345121217501: 345-050-E006-E606-8762-E6060-C Turnkey Construction $70,660.43

Transfer from: 345-050-E006-E606-8762-E6060-C Turnkey Construction $70,660.43
Transfer to: 345-050-E000-E000-8761-E0000-C Preliminary Estimate $70,660.43

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*, Roadway Improvements.

Sandy Plains Road is an eligible project/program under the Safety and Operational Improvements - Roadway Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 28). Sandy Plains Road improvements, from East Piedmont Road to Ebenezer Road, include access management, and the addition of median for safety and operational improvements.

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer to: Sandy Plains Road – Piedmont/Ebenezer Water Main 510-500-5756-8260-W4371-C Construction $54,953.76
Create GAE 5101212175011: 510-500-5756-8260-W4371-C Construction $54,953.76

VOTE: **ADOPTED 5-0**
72. **To approve a Term Sheet with the U.S. Department of Transportation and the Georgia Department of Transportation for Akers Mill Road Managed Lanes Access, Phase 2, Georgia Department of Transportation Project No. 0015051, Cobb County Project No. X2410.**

Motion by Ott, second by Birrell, to **approve** a Term Sheet with the U.S. Department of Transportation and the Georgia Department of Transportation for Akers Mill Road Managed Lanes Access, Phase 2, Georgia Department of Transportation Project No. 0015051, Cobb County Project No. X2410; and **authorize** the Chairman to execute the necessary documents.

VOTE: **ADOPTED 5-0**

**PARKS**

73. **To approve a contract with Garland/Design-Build Solutions, Inc. for construction services and materials to replace the roof system at The Art Place, under the 2016 PARKS SPLOST Program.**

Motion by Birrell, second by Boyce, to **approve** a contract with Garland/Design-Build Solutions, Inc. in an amount not to exceed $304,945.00, for construction services and materials to replace the roof system at The Art Place under the 2016 PARKS SPLOST Program; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the 2016 PRCA SPLOST funds as follows:

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-105-X064-X0 643C-8111 (General Park Improvements)</td>
<td>$304,945.00</td>
</tr>
</tbody>
</table>

The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Parks, Recreation and Cultural Affairs Improvements.

Installation and repair of roofs are eligible General Park Improvement projects under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). Repairs to this existing roof will arrest reoccurring leaks, and includes a 30-year watertight warranty.

SPLOST Project Summary as of March 4, 2020 (General Park Improvements)

<table>
<thead>
<tr>
<th>Budget</th>
<th>Expended to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,540,497.46</td>
<td>$414,756.16</td>
</tr>
</tbody>
</table>

VOTE: **ADOPTED 5-0**
74.  **To approve Final Change Order No. 1 to the contract with Complete Demolition Services, LLC for asbestos removal and demolition of the house and outbuildings at the Fellton Property, under the 2011 PARKS SPLOST program.**

Motion by Ott, second by Birrell, to approve Final Change Order No. 1 to the contract with Complete Demolition Services, LLC for asbestos removal and demolition of the house and outbuildings at the Fellton Property, under the 2011 PARKS SPLOST program, representing a total credit in the amount of $24,950.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

This reflects a savings to the 2011 PARKS SPLOST Funds as follows:

<table>
<thead>
<tr>
<th>Decrease Encumbrance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAE 34508131951</td>
</tr>
<tr>
<td>345-105-E030-EP 309 C-8762 (Fellton Property)</td>
</tr>
<tr>
<td><strong>$24,950.00</strong></td>
</tr>
</tbody>
</table>

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, PARKS Improvements.

Construction activities at the Fellton Property are eligible projects under the 2011 SPLOST (Cobb County 2011 SPLOST, Page 6). Asbestos removal and demolition of the house and outbuildings will relieve a potentially hazardous condition, while maintaining the provisions of the trust to ensure that the overall property be used in perpetuity for conservation purposes.

**VOTE:** ADOPTED 5-0

Support Services Agency

75.  **To authorize the transfer of a small portion of Cobb County property, located in Land Lot 1081, Land District 19, Section 2, Cobb County to the Georgia Department of Transportation for a current road project, PI # 0013229, and further convey an another small portion of County property as required right of way from a previous Project PI# 750731 to the Georgia Department of Transportation (GDOT).**

Motion by Cupid, second by Boyce, to authorize the transfer as right of way of a small portion of Cobb County property, located in Land Lot 1081, Land District 19, Section 2, Cobb County, identified as Tract “A” in the exhibits, and further convey another small parcel of land as right of way identified as “Existing ROW” in Tract “B” from a previous project PI# 750731 to the Georgia Department of Transportation (GDOT); and further authorize the Chairman to execute the Quit Claim deed and any other necessary documents.

**VOTE:** ADOPTED 5-0
Information Services

76.  **To approve a contract with Tyler Technologies, Inc. (Tyler) for the planning, design, development, and implementation of a new Business License and Occupation Tax System. This is a 2016 SPLOST project, Program X0020.**

Motion by Cupid, second by Gambrill, to **approve** a contract with Tyler Technologies, Inc., in an amount not to exceed $1,279,909.00, to plan, design, develop, and implement a new Business License and Occupation Tax System; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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) $1,279,909.00

Transfer to:
- 347-035-X002-X002-8675-X0020-M (Computer Software) $732,901.00
- 347-035-X002-X002-8420-X0020-M (Computer Hardware) $27,500.00
- 347-035-X002-X002-8676-X0020-M (Professional Services) $519,508.00

Create GAE for professional services for the Business License Software System in the amount of $519,508.00.

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, Technology Improvements.

The Business License Software System project 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 replacement of legacy applications.

SPLOST Project Summary as of April 1, 2020:

Budget: $23,358,000.00  Expended: $2,830,518.65

**VOTE: ADOPTED 5-0**
77. To authorize the Purchasing Director to purchase computer equipment under provisions of National Cooperative Purchasing Alliance (NCPA) Contract 01-97 with ProSys Information Systems, Inc. This is a joint 2016 SPLOST project for Facilities Improvements Program X0920 and Transportation Improvements Program X2531.

Motion by Boyce, second by Cupid, to authorize the Purchasing Director to purchase a UPS for the TMC in an amount not to exceed $60,482.00 under provisions of NCPA Contract 01-97 with ProSys Information Systems, Inc.; and authorize the corresponding budget transactions.

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) $30,421.00
Transfer To: 347-110-X092-8481-X0920-T (Security Equipment) $30,421.00

Available in the 2016 SPLOST Transportation Improvements Program Fund with the following budget transfer:

Transfer from: 347-050-X250-X250-8761-X2538-C (Preliminary Estimates) $30,421.00
Transfer to: 347-050--X250-X250-8420-X2531-P (Computer Equipment) $30,421.00


The installation of the TMC UPS project is an eligible 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. 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 Signal improvements include the upgrade of traffic signal infrastructure to include adding and upgrading uninterruptible power supply (UPS).

SPLOST Project Summary as of April 1, 2020:

<table>
<thead>
<tr>
<th>Project</th>
<th>Budget</th>
<th>Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Improvements</td>
<td>$6,875,101.00</td>
<td>$2,136,162.26</td>
</tr>
<tr>
<td>Transportation Improvements</td>
<td>$65,022.50</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

VOTE: ADOPTED 5-0
78. **To authorize the Purchasing Director to make purchases of computer equipment greater than $100,000.00 under provisions of Georgia Department of Administrative Services contract 99999-001-SPD0000139-0005. This is a 2016 SPLOST project, Data Center Program X0010.**

Motion by Ott, second by Cupid, to authorize the Purchasing Director to make purchases of computer equipment, in an amount not to exceed $102,718.44, under provisions of a Georgia Department of Administrative Services contract with ProSys Information Systems, Inc. and authorize the corresponding budget transactions.

Available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfer:

- **Transfer from:** 347-035-X001-8005-X0010-A (Preliminary Estimates) $102,718.44
- **Transfer to:** 347-035-X001-8420-X0010-A (Computer Hardware) $102,718.44

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 Improvements is an eligible project program under the 2016 SPLOST. “Data Center Build and Technology Modernization” is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38). Replacement and modernization of network equipment will ensure for continued growth of business applications and associated data and provide redundancy/survivability for County systems in the event of a natural or man-made disaster.

**SPLOST Project Summary as of April 1, 2020**

- **Budget:** $6,721,000.00
- **Expended:** $561,343.17

**VOTE:** **ADOPTED 5-0**
APPOINTMENTS

79. To announce the appointment of Fernando Pharr to Keep Cobb Beautiful.

Chairman Boyce announced the appointment of Fernando Pharr to Keep Cobb Beautiful, Post 7, for a term balance to expire December 31, 2020. This appointment will replace Monica Delancy.

80. To announce the reappointment of Tom Reidy to the Plumbing Advisory Board.

Commissioner Gambrill announced the reappointment of Tom Reidy to the Plumbing Advisory Board for a three-year term to expire on December 31, 2021.

ADJOURNMENT

The meeting was adjourned at 2:48 p.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners
The Special Called Virtual Meeting of the Cobb County Board of Commissioners was held on Thursday, April 30, 2020, at 11:00 a.m. in the third-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Chairman Mike Boyce
Commissioner Keli Gambrill
Commissioner Bob Ott (via teleconference)
Commissioner JoAnn Birrell (via teleconference)
Commissioner Lisa Cupid (via teleconference)

CALL TO ORDER

Chairman Boyce called the meeting to order at 11:00 a.m.

1. To discuss the CARES Act funding categories.

   Dr. Jackie McMorris, County Manager, provided opening comments and introduced Rich Gold, Shawna Whatley and Jennifer Busby with Holland & Knight who provide a brief introduction and presented information regarding the CARES Act and the available funding categories.

   Board members were given an opportunity to ask questions.

ADJOURNMENT

The meeting was adjourned at 11:41 a.m.

_____________________________
Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners
TO: Dr. Jackie R. McMorris, County Manager
FROM: Michael H. Boyce, Chairman
DATE: May 12, 2020

PURPOSE
To recommend the appointment of the Public Safety Agency Director.

BACKGROUND
I am pleased to present a recommendation from County Manager, Dr. Jackie McMorris for Mr. Randal E. Crider to be appointed to the position of Public Safety Agency Director. Mr. Crider’s career experience includes over 38 years of experience in Fire Services most recently serving as Fire Chief since 2014 and Interim Public Safety Director since August 2019.

IMPACT STATEMENT
N/A

FUNDING
N/A

RECOMMENDATION
The Board of Commissioners approve the appointment of Mr. Randal E. Crider as the Public Safety Agency Director effective May 12, 2020.

ATTACHMENTS
To: Chairman Mike Boyce
From: Dr. Jackie McMorris  
County Manager
Date: April 29, 2020
Ref: Appointment of Randal E. Crider to the position of Public Safety Agency Director

I would like to recommend to you the appointment of Randal E. Crider as Public Safety Agency Director. During the time he has served Public Safety, Mr. Crider has distinguished himself with his leadership and management. I have had numerous positive comments regarding his service to the County. During his employment with Cobb County, he has advanced from Firefighter to his most recent appointment as Fire Chief. He has a total of 38 years experience in fire service, having served 9 years with the Douglas County Fire Department and 29 years with Cobb Fire and Emergency Services.

Mr. Crider is currently the Interim Public Safety Director since August 2019 and has proven himself to be a capable, well respected leader throughout the fire department as well as Cobb County Government. This is the second time he has stepped up to serve in this capacity as interim director. He holds a associate of applied science degree from Chattahoochee Technical College in Fire Science, a bachelor’s degree from Reinhardt University in Organization Management and Leadership in Public Safety, and a master’s degree in Business Administration at Reinhardt University. He is a University of Georgia, Carl Vinson Institute of Government EXCEL graduate and a graduate of Leadership Cobb. He holds many additional training and certifications specific to his career in the fire service. Mr. Crider has served as the president for the Metro Atlanta Fire Chief’s Association.

Mr. Crider is well versed in the practices and procedures of Public Safety and represents himself, the agency, as well as Cobb County in a professional manner. The feedback from agency and department heads, as well as the citizens served by the Department, adds to my personal view that an official appointment is warranted. Therefore, I recommend that Randal E. Crider be appointed as Public Safety Agency Director effective May 12, 2020.
TO: Dr. Jackie R. McMorris, County Manager

FROM: Michael H. Boyce, Chairman

DATE: May 12, 2020

PURPOSE

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

BACKGROUND

Beginning on March 23, 2020, Cobb Community Foundation, United Way of Metro Atlanta's NW Region and Cobb Collaborative created what has informally been referred to as the "Cobb Crisis Response Team". This team connects via Zoom thrice weekly and includes representatives from Cobb Douglas Public Health (representing health needs and providing guidance), YMCA (representing childcare needs), CFR (representing housing and financial assistance needs), Noonday Association of Churches (representing needs for food and meals), Cobb Senior Services (representing the needs of seniors), Marietta City Schools and Cobb County Schools (representing student and student family needs). These calls have provided an opportunity for each of these organizations to share experiences and needs as well as those of their counterparts.

It is requested that the Board of Commissioners authorize a fund balance appropriation in the amount of $1,065,000.00 to support this effort. The County seeks to engage the services of W. Frank Newton, Inc. (WFN Consulting), to administer the emergency funding, in the amount of $1,000,000.00, for these crucial programs during this critical time. Cobb County has an existing relationship with WFN Consulting, through which many of the County’s federal and state grant programs are administered. Cobb County intends to compensate WFN Consulting for grant administrative services in an amount not to exceed $65,000.00, or 6.5% of the allocated funds. Administrative services include but are not limited to, review of application requests, assessment of needs, proper allocation, and facilitation of communications. This appropriation will be administered pursuant to an amendment to the existing WFN Consulting contract.

IMPACT STATEMENT

N/A
FUNDING

Funding will be available in the CARES Fund with the following budget transactions:

<table>
<thead>
<tr>
<th>Increase Revenue</th>
<th>Transfer From:</th>
<th>Fund Balance Appropriations</th>
<th>Undesignated Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>010-265-NP58-4980</td>
<td></td>
<td>$1,065,000.00</td>
</tr>
<tr>
<td>Transfer From:</td>
<td>278-055-V9CT-8820</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Expenditure</td>
<td>010-265-NP58-6574</td>
<td>Contributions</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Transfer To:</td>
<td>278-TBD-TBD-6574</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase Expenditure</td>
<td>010-265-NP58-6326</td>
<td>Professional Services</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Transfer To:</td>
<td>287-TBD-TBD-6326</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION

The Board of Commissioners approve emergency funding in the amount of $1,000,000.00 to be administered by W. Frank Newton Inc. (WFN Consulting) for the purchase of food and for the funding of direct expenses related to food procurement, storage and distribution; authorize the fund balance appropriation in the amount of $1,065,000.00; authorize the corresponding budget transactions; and further authorize the Chairman execute the Memorandum of Understanding, the Third Amendment to the Grant Administration Agreement and any other necessary documents.

ATTACHMENTS

1. MOU Donation Agreement v3
2. Donation WFN Third Amendment v2
Memorandum of Understanding

Between

Cobb County Board of Commissioners

and

W. Frank Newton, Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Cobb County Board of Commissioners (the “Board”) and W. Frank Newton, Inc. (“WFN”) to administer the emergency funding by the Board in the current proposed amount of up to $1,000,000.00 to support the critical and growing need for food procurement, storage, and distribution being provided by nonprofit organizations within Cobb County in response to the Corona Virus Disease 2019 (COVID-19).

Background

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020. And, the Governor of the State of Georgia declared a State Public Health Emergency in Georgia on March 14, 2020, and now extended through June 12, 2020. Further, the Governor of Georgia issued a shelter in place order through April 30, 2020 and now extended through June 12, 2020, for medically fragile persons, necessary to prevent the spread of COVID-19, which has had devastating effects on the economy and the ability of Cobb citizens to care for their families.

Purpose

In an effort to aid some of those adversely affected by COVID-19, the Board will consider emergency funding in the amount of up to $1,000,000.00 for “food procurement, storage, and distribution” on May 12, 2020, and may consider additional funding in the future, if necessary (collectively the “COVID-19 Donation”). WFN currently serves as the administrator for the Community Development Block Grant Program and other programs for Cobb County pursuant to approval by the Board on July 28, 2015, following an open bid process. In order to provide reimbursable grants to the maximum number of qualified organizations possible, the Board desires to engage WFN to render the professional administrative services of any emergency funding approved in response to the COVID-19 pandemic. WFN agrees to render such professional administrative services in connection with the initial COVID-19 Donation of up to $1,000,000 pursuant to the terms of Third Amendment to the Grant Administration Agreement.

The parties agree that, in addition to compliance with applicable state and local laws, the most important issue is that the funds are provided to the qualified organizations as soon as possible. Therefore, the process will be compacted to the extent possible. Advertising will run for a maximum period of five days with a simple online application to be completed, accessible via a link that can be emailed.
Nonprofit applicants with an office located within Cobb County and whose service recipients reside primarily in Cobb County will be eligible to apply. The following are the minimum criteria for applicants:

1. 501(c)(3) organizations classified as a public charity with a minimum two (2) year operating history as a nonprofit;
2. Verification of current, active registration with the State of Georgia’s Secretary of State Office at the time of application.
3. The applicant must provide a statement of financial position (balance sheet) and a statement of financial activity for the prior year end, to be submitted with the application;
4. Proof that required 990 or 990-N filings are current;
5. List of board members;
6. Proof of insurance of general liability insurance;
7. Submit a list of any other grant money received related to COVID-19 and how much remains.

Recipients must agree that the funds will be used for food procurement, storage, and distribution (distribution costs exclude any costs for purchasing, leasing, or renting of vehicles or other similar conveyances) which is necessary in responding to the increased needs due to the COVID-19 public health emergency. For the initial distribution, applicants will be allowed to provide food receipts back through April 1, 2020. All qualified applicants will receive a grant; however, the requested amount may not be fully funded if total applications exceed the approved COVID-19 Donation. In determining the allocation to each applicant if the requests exceed the COVID-19 Donation, grants will be based on the amount of food distributed for the month of April as a percentage of all applicants. Once the grant is approved, recipients may submit receipts through September 30, 2020 for reimbursements up to the total amount of the grant. Any amounts unused by the initial recipient as of September 30, 2020 may be re-allocated in order to utilize the funds prior to December 30, 2020, the required “incurred by” date set forth in the Coronavirus Aid, Relief, and Economic Security Act.

**Funding**

On April 24, 2020, the Department of the Treasury remitted electronic payment from the Coronavirus Relief Fund, in the amount of $132,638,742.70, to Cobb County. Contemporaneously with the consideration of this item, the Board has before it an agenda item to accept the funds from the Department of the Treasury and to establish a new fund (CARES Fund 278) to hold these monies in contingency pending future Board action to approve specific, eligible expenditures per the CARES Act.

In the event that the Board approves this emergency funding appropriation, funding will be available from the CARES Fund 278 as follows $1,000,000.00 (contributions) and $65,000.00 (professional services). Both items being eligible expenditures substantially related to COVID-19.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from Cobb County and WFN. This MOU shall become effective upon the signature by the authorized officials from Cobb County and WFN, and will remain in effect until modified or terminated by either party.
by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on May 31, 2020.

W. FRANK NEWTON, INC. COBB COUNTY, GEORGIA

By: ___________________________ By: Michael H. Boyce
Title: __________________________ Title: Chairman, Cobb County Board
Of Commissioners

ATTEST: ______________________
County Clerk’s Office
THIRD AMENDMENT TO THE GRANT ADMINISTRATION AGREEMENT

This Third 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 residents directly affected by COVID-19, the Cobb County Board of Commissioners has approved emergency funding in the amount of $1,000,000.00 for “food procurement, storage, and distribution” on May 12, 2020 (the “COVID-19 Donation”); and

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

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

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 4 shall be amended by adding a new paragraph D which reads as follows:

D. COMPENSATION FOR THE COVID-19 DONATION. Solely for the COVID-19 Donation, WFN shall be compensated for the work and services performed under the Agreement
that are acceptable to County on a percentage basis. For the administrative services provided to County related to the COVID-19 Donation, County shall pay WFN a flat fee in the amount of $65,000.00.

2. Section 3 shall be amended by adding a new paragraph following the existing first paragraph which reads as follows:

Solely for the COVID-19 Donation, the term of this Agreement shall be extended up to and through December 30, 2020 to allow for the complete administration of the COVID-19 Donation in the event that any of the initial grants must be re-allocated. It is understood that this will extend beyond the existing Agreement term and any administration during the period of October 1, 2020 through December 30, 2020 shall be exclusively related to the COVID-19 Donation.

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 May, 2020.

W. FRANK NEWTON, INC.

COBB COUNTY, GEORGIA

By: ___________________________  By: Michael H. Boyce
Title: __________________________  Title: Chairman, Cobb County Board
Of Commissioners

ATTEST: ______________________
County Clerk’s Office
TO: Dr. Jackie R. McMorris, County Manager  
FROM: Michael H. Boyce, Chairman  
DATE: May 12, 2020  

PURPOSE  
To approve a resolution authorizing temporary hazard pay for personnel identified by the Department Head or Elected Official as essential personnel during a portion of Cobb County’s limited operational services period in an amount of $500 per month for the period of April 6, 2020 through June 12, 2020 or as that date may be extended to coincide with Georgia’s State Public Health Emergency and provided the employee is still employed with the County at the time of payment.  

BACKGROUND  
On March 18, 2020, Cobb County entered into an Emergency Limited Operational Services period (LOS) on a county-wide basis due to the COVID-19 pandemic. At the time, the policy provided that only those employees designated as “essential” by their respective Department Head and/or Elected Official would be required to report to their normal work location. Those designated personnel would receive an additional annual leave supplement for the hours worked during LOS. Following the initial two weeks of LOS, an analysis was done as to the impact of this benefit and it was determined that if continued, there would be a substantial adverse fiscal impact to the county budget. Therefore, the difficult decision to discontinue this additional leave benefit was made, effective April 4, 2020.  

The County continued to explore options to address hazard pay for those essential employees working through the pandemic in order to provide for the continuation of vital community services. On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). Among other things, the CARES Act provides direct funding to Cobb County for necessary expenditures incurred due to the COVID-19 pandemic and which were not accounted for in the current budget. Following consultation, it was determined that the CARES Act funding may appropriately be used for temporary hazard pay.
In order to compensate those essential employees who are required to report to their work location and are experiencing exposure to elevated risks, stress levels, and the associated burdens in their work responsibility during this COVID-19 pandemic, it is proposed that temporary hazard pay be approved for personnel identified as essential personnel during a portion of Cobb County’s limited operational services period in an amount of $500 per month for the period of April 6, 2020 through June 12, 2020 or as that date may be extended to coincide with Georgia’s State Public Health Emergency, paid on a monthly basis and provided the employee is still employed with the County at the time of payment. Those personnel who have been identified as essential during this time period will be paid $500 per month. Department Heads and Elected Officials shall continue to review their staffing during this period to further identify those affected personnel.

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding for the temporary hazard pay is currently available in each department’s personnel budget. The temporary hazard pay for essential personnel qualifies as an eligible expenditure under the Coronavirus Aid, Relief, and Economic Security Grant (CARES Grant); therefore, all related expenditures are reimbursable from the CARES Grant Fund.

Finance requests authority to make the necessary transactions to facilitate the reimbursement of temporary hazard pay expenditures.

**RECOMMENDATION**

The Board of Commissioners approves a resolution authorizing temporary hazard pay for personnel identified by the Department Head or Elected Official as essential personnel during a portion of Cobb County’s limited operational services period in an amount of $500 per month for the period of April 6, 2020 through June 12, 2020 or as that date may be extended to coincide with Georgia’s State Public Health Emergency and provided the employee is still employed with the County at the time of payment; declare this temporary hazard pay meets the terms of non-cumulative payment as provided in the Cobb County Government Employee’s Pension Plan and is excluded from Plan Compensation for purposes of pension benefits; authorize the corresponding budget transactions; and to authorize the Chairman to execute any necessary documents for said purpose.

**UNDER SEPARATE COVER**

Resolution approving Hazard Pay

**ATTACHMENTS**

1. Resolution Hazard Pay v3
A RESOLUTION OF THE COBB COUNTY BOARD
OF COMMISSIONERS TO AUTHORIZE TEMPORARY HAZARD PAY
FOR PERSONNEL IDENTIFIED BY THE DEPARTMENT HEAD
OR ELECTED OFFICIAL AS ESSENTIAL PERSONNEL DURING A
PORTION OF COBB COUNTY’S LIMITED OPERATIONS SERVICES
PERIOD

WHEREAS, on March 11, 2020, the World Health Organization declared that the Corona
Virus Disease 2019 (COVID-19) is a world health emergency and a global pandemic.

WHEREAS, on March 13, 2020, President Donald Trump declared a National Public
Health Emergency for the United States;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared a State Public Health
Emergency which has been extended through June 12, 2020;

WHEREAS, on March 18, 2020, Cobb County entered into an Emergency Limited
Operational Services period on a county-wide basis whereby on those employees designated as
“essential” by their respective Department Head or Elected Official would report to their normal
work location;

WHEREAS, on March 24, 2020, Chairman Michael H. Boyce declared a Local State of
Emergency for Cobb County through April 15, 2020 and later extended through April 24, 2020
with guidelines for the public to follow to help alleviate the spread of COVID-19;

WHEREAS, Governor Kemp further issued a shelter in place Order for all citizens of
Georgia through April 30, 2020 and extended it to June 12, 202 for medically fragile persons to
prevent the spread of COVID-19 and limiting operations of organizations to those essential/critical
operations;

WHEREAS, on May 12, 2020, the Cobb County Board of Commissioners approved a
resolution to authorize temporary hazard pay in an amount of $500.00 per month for the period of
April 6, 2020 through June 12, 2020 or as that date may be extended to coincide with Georgia’s
State Public Health Emergency, and provided the employee is still employed with the County at
the time of payment, for personnel identified by the Department Head or Elected Official as
essential personnel which are those employees who are required to report to their work location
and are experiencing exposure to elevated risks, stress levels, and the associated burdens in their
work responsibility during this COVID-19 pandemic;

WHEREAS, the Department Head or Elected Official in conjunction with the County
Manager shall identify and determine which employees are essential personnel and eligible for
temporary hazard pay;

WHEREAS, the temporary hazard pay provided in accordance with this Resolution is
hereby directed to be paid retroactively from April 6, 2020 on the next current pay period and
prospectively until June 12, 2020 or as that date may be extended to coincide with Georgia’s State Public Health Emergency;

WHEREAS, identified essential personnel shall be paid the temporary hazard pay provided in accordance with this Resolution on a monthly basis, provided the employee is still employed with the County at the time of payment;

WHEREAS, while the funding for the temporary hazard pay is available in each department’s personnel budget, this expense qualifies as an eligible expenditure under the Coronavirus Aid, Relief, and Economic Security Act and the Cobb County Board of Commissioners approves the Finance Director to generate the necessary transactions to facilitate the reimbursement of temporary hazard pay expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners that temporary hazard of $500.00 per month for the period of April 6, 2020 through June 12, 2020, or as that date may be extended to coincide with Georgia’s State Public Health Emergency, provided the employee is still employed with the County at the time of payment, is hereby approved for essential personnel.

BE IT FURTHER RESOLVED by the Cobb County Board of Commissioners that the temporary hazard pay is to be paid retroactively from April 6, 2020 on the next current pay period and prospectively until June 12, 2020, or as that date may be extended to coincide with Georgia’s State Public Health Emergency;

BE IT FURTHER RESOLVED by the Cobb County Board of Commissioners that the temporary hazard pay meets the terms of non-cumulative payment as provided in the Cobb County Government Employee’s Pension Plan and is excluded from Plan Compensation for purposed of pension benefits.

BE IT FURTHER RESOLVED by the Cobb County Board of Commissioners that the Finance Director generate the necessary transactions to facilitate the reimbursement of temporary hazard pay expenditures back to each department’s personnel budget.

[signatures on the next page]
SO RESOLVED, APPROVED AND ADOPTED this the 12th day of May, 2020.

By: Michael H. Boyce  
Title: Chairman, Cobb County Board of Commissioners

ATTEST:

______________________________________  
Cobb County Clerk’s Office
TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: May 12, 2020

PURPOSE

To authorize procurement of a system upgrade for the current school flasher control system, Project No. E5040.

BACKGROUND


To improve public safety near schools, the Department operates a school flasher control system from the Transportation Management Center (TMC) control room. This system currently activates 218 school flashers countywide to manage reduced speed limits. Established school zone speed limits are based on the Cobb County Speed Limit Ordinance, as approved by the Board of Commissioners, in coordination with individual school opening/closing times. An activation schedule is installed in the main school flasher control system at the beginning of the school year and is modified from the TMC based on changes made by the schools, including emergency changes due to inclement weather.

The Department’s existing school flasher control system is maintained under contract with Transportation Control Systems (TCS), the exclusive distributor for all products manufactured/sold by RTC Manufacturing, Inc. (RTC). The system currently operates on a cellular based 3G technology, which has become outdated and is being phased out. To ensure continued communication within the existing school flasher control system, a system-wide upgrade to cellular based 4G technology will be required.

The Department recommends procurement of a system upgrade to a cellular based 4G system provided by TCS, at a cost not to exceed $298,408.00. The system upgrade will utilize existing RTC school flasher hardware. The recommended upgrade will be procured utilizing State Contract No. 4800-197-DOT0000640-005.
IMPACT STATEMENT

Procurement of this upgrade includes a five-year cellular plan for the school flasher control system. An obsolescence warranty is also included for continued technology upgrades, should the cellular based 4G system become obsolete during the five-year plan term.

Ongoing costs for maintenance and monthly cellular service will be requested in the Department’s annual Operating Budget beginning in FY26.

FUNDING

Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from</th>
<th>Traffic Control Equipment</th>
<th>$229,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>345-050-E005-E504-8486-E5040-P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>345-050-E005-E504-8420-E5040-P</td>
<td>Computer Equipment</td>
<td>$ 69,408.00</td>
</tr>
<tr>
<td>345-050-E005-E504-6198-E5040-P</td>
<td>Traffic Control Supplies</td>
<td>$298,408.00</td>
</tr>
</tbody>
</table>

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, Traffic Management, Traffic Signal Timing, and Planning.

Traffic Signals is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signal Timing and Planning Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pg. 10, 22). Traffic Signals improvements include upgrade of traffic signal infrastructure and optimized traffic signal operation.

SPLOST Project Summary as of April 1, 2020:

| Traffic Signals | Budget: $3,650,490.04 | Expended: $3,096,156.73 |

RECOMMENDATION

The Board of Commissioners authorize procurement of a system upgrade, in an amount not to exceed $298,408.00, through a State Contract with Transportation Control Systems, for the current school flasher control system, Project No. E5040; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE
To authorize procurement of a traffic signal pole and mast arm for safety and operational improvements on Beech Road/Westside Drive, Project No. X2601.

BACKGROUND
Beech Road/Westside Drive is an approved project in the Roadway Improvements Component of the 2016 SPLOST Transportation Improvements Program.

The project consists of constructing a roundabout at the intersection of Westside Drive and Sandtown Road, to include a new two-lane roadway with curb, gutter, and sidewalk extending to South Cobb Drive. At the intersection of Westside Drive and South Cobb Drive, the Westside Drive approach will include dual left turn lanes and a right turn lane. The existing traffic signal at Beech Road and South Cobb Drive will be removed, and a new traffic signal will be installed at South Cobb Drive and Westside Drive.

On April 24, 2018, the Board of Commissioners approved a contract with Baldwin Paving Company, Inc., in an amount not to exceed $2,112,626.72, for safety and operational improvements on Beech Road/Westside Drive.

During construction of this project, an additional safety issue was identified which will require the relocation of a business property driveway and the addition of a fourth leg to the new signal at the intersection of South Cobb Drive and Westside Drive. This improvement was not included in the original project scope, but will be required due to limited sight distance issues at the business property’s existing driveway resulting from installation of the new traffic signal.

Addition of the fourth leg to this intersection will require procurement of a new traffic signal pole and mast arm. Due to current extended fabrication times, the Department recommends procurement of the required materials to reduce further installation delays. Once received, materials will be provided to a contractor for installation.
The Department will present an agenda item to the Board at a future date requesting approval to relocate the existing business driveway and install the fourth leg to the intersection on South Cobb Drive at Westside Drive.

**IMPACT STATEMENT**

Annual operating and maintenance expenses average approximately $5,000.00 per traffic signal, and funding is available in the Department’s current approved General Fund Operating Budget.

Future year funding will be included in the Department’s annual General Fund Operating Budget requests.

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>347-050-X260-X260-8761-X2601-C</th>
<th>Preliminary Estimate</th>
<th>$10,680.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer to:</td>
<td>347-050-X260-X260-8771-X2601-C</td>
<td>Construction - Signalization</td>
<td>$10,680.00</td>
</tr>
</tbody>
</table>

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, Roadway Improvements.

Beech Road/Westside Drive is an eligible project under the Safety and Operational Improvements - Roadway Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 19). Beech Road/Westside Drive improvements include operational and pedestrian improvements for improved access to Chattahoochee Tech.

**SPLOST Project Summary as of April 1, 2020:**

| Beech Road/Westside Drive | Budget: $3,287,299.77 | Expended: $2,353,187.49 |

**RECOMMENDATION**

The Board of Commissioners authorize procurement of a traffic signal pole and mast arm, in an amount not to exceed $10,680.00, for safety and operational improvements on Beech Road/Westside Drive, Project No. X2601; and further authorize the corresponding budget transaction.

**ATTACHMENTS**

1. Location Map
PROJECT:
Beech Road/Westside Drive
Project No. X2601

DATE: May 12, 2020

Notes: Commission District 3
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on five parcels on Kennesaw Mountain Pedestrian Improvements, State P.I. No. 0015279, Cobb County Project No. X2404.

BACKGROUND

Kennesaw Mountain Pedestrian Improvements, also known as Cheatham Hill Multi-Use Trail, is an approved thoroughfare and mobility improvements project in the 2016 SPLOST Transportation Improvements (TIP). This is a joint project with the City of Marietta (City).

The project objective is to improve the trail network in the Kennesaw Mountain National Battlefield Park (Park) area.

Improvements include construction of an eight-foot to ten-foot wide multi-use trail along the following corridors: the east side of Cheatham Hill Road, beginning at Powder Springs Road, extending north to the existing trail on the west side of John Ward Road; from the intersection of John Ward Road and Whitlock Avenue/Dallas Highway/SR120, ending at Cheatham Hill Drive; and the east side of Burnt Hickory Road, from Whitlock Avenue north to Polk Street, then crossing over to extend along the west side of Burnt Hickory Road to Old Mountain Road.

Additional rights-of-way and easements are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owners are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department’s Development Services, Right-of-Way and Construction staff, and the County’s Legal personnel, recommend condemnation actions be filed.
Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on five parcels on Kennesaw Mountain Pedestrian Improvements, State P.I. No. 0015279, Cobb County Project No. X2404; adopt Resolutions and Orders in form substantially similar to the attached and as approved by the County Attorney’s Office; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Resolutions and Attachments 1 for Parcel 38, 48, 51, 55, and 56
APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 740.21 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 951.19 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 1,000.00 SQUARE FEET OF TEMPORARY DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 38, TAX PARCEL NO. 19018000220, 19th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Marvin and Allison Kerley, being project parcel no. 38, tax parcel no. 19018000220, 19th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Marvin and Allison Kerley, being project parcel no. 38, tax parcel no. 19018000220, 19th District, Second Section of Cobb County, Georgia pursuant to Project No. X2404 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS ____ DAY OF ______________, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: ______________________________________
    Michael H. Boyce, Chairman

ATTEST:

County Clerk, Cobb County Board of Commissioners

(SEAL)
<table>
<thead>
<tr>
<th><strong>PROJECT NAME:</strong></th>
<th>Kennesaw Mountain Pedestrian Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td>X2404</td>
</tr>
<tr>
<td><strong>PARCEL NUMBER:</strong></td>
<td>38</td>
</tr>
<tr>
<td><strong>PROPERTY OWNER:</strong></td>
<td>Marvin and Allison Kerley</td>
</tr>
<tr>
<td></td>
<td>925 Cheatham Hill Rd.</td>
</tr>
<tr>
<td></td>
<td>Marietta, GA 30064</td>
</tr>
<tr>
<td><strong>TAX PARCEL I.D. NUMBER:</strong></td>
<td>19018000220</td>
</tr>
<tr>
<td><strong>ACQUISITION:</strong></td>
<td></td>
</tr>
<tr>
<td>Fee Simple Right-of-Way:</td>
<td>740.21 square feet (0.015% of total tract)</td>
</tr>
<tr>
<td>Temporary Construction Easement:</td>
<td>951.19 square feet (0.019% of total tract)</td>
</tr>
<tr>
<td>Temporary Driveway Easement:</td>
<td>1,000.00 square feet (0.02% of total tract)</td>
</tr>
<tr>
<td><strong>APPROXIMATE REMAINING PROPERTY:</strong></td>
<td>1.13 Acres</td>
</tr>
<tr>
<td><strong>LOCATION OF STRUCTURE:</strong></td>
<td>More than 35 feet</td>
</tr>
<tr>
<td><strong>CONTACTS:</strong></td>
<td></td>
</tr>
<tr>
<td>First:</td>
<td>August 15, 2019</td>
</tr>
<tr>
<td>Last:</td>
<td>April 22, 2020</td>
</tr>
<tr>
<td><strong>ACQUISITION AGENT:</strong></td>
<td>Laura Meier</td>
</tr>
<tr>
<td><strong>ZONING:</strong></td>
<td>Residential Use</td>
</tr>
<tr>
<td><strong>HIGHEST &amp; BEST USE:</strong></td>
<td>Residential Use</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS:</strong></td>
<td>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</td>
</tr>
</tbody>
</table>

*May 12, 2020*
APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 2,730.09 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 48, TAX PARCEL NO. 16122400560, 16th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefor to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Ziff Burnt Hickory, LLC, being project parcel no. 48, tax parcel no. 16122400560, 16th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Ziff Burnt Hickory, LLC, being project parcel no. 48, tax parcel no. 16122400560, 16th District, Second Section of Cobb County, Georgia pursuant to Project No. X2404 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS _____ DAY OF ______________, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: ________________________________
    Michael H. Boyce, Chairman

ATTEST:

______________________________
County Clerk, Cobb County Board of Commissioners

(SEAL)
## ATTACHMENT 1

<table>
<thead>
<tr>
<th><strong>PROJECT NAME:</strong></th>
<th>Kennesaw Mountain Pedestrian Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td>X2404</td>
</tr>
<tr>
<td><strong>PARCEL NUMBER:</strong></td>
<td>48</td>
</tr>
</tbody>
</table>
| **PROPERTY OWNER:** | Ziff Burnt Hickory, LLC  
                       | 200 Wingo Way, Suite 100  
                       | Mt. Pleasant, SC 29464 |
| **TAX PARCEL I.D. NUMBER:** | 16122400560 |
| **ACQUISITION:** |  |
| Temporary Construction Easement: | 2,730.09 square feet (8.46% of total tract) |
| **APPROXIMATE REMAINING PROPERTY:** | 7.40 Acres |
| **LOCATION OF STRUCTURE:** | More than 35 feet |
| **CONTACTS:** |  |
| First: | March 11, 2020 |
| Last: | April 22, 2020 |
| **ACQUISITION AGENT:** | Laura Meier |
| **ZONING:** |  |
| **HIGHEST & BEST USE:** | Commercial Use |
| **MISCELLANEOUS:** | Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested to obtain clear title. Ongoing negotiations are continuing. |
APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 6,525.84 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 51, TAX PARCEL NO. 20032300430, 20th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Casa Grande Investments I, LLC, being project parcel no. 51, tax parcel no. 20032300430, 20th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Casa Grande Investments I, LLC, being project parcel no. 51, tax parcel no. 20032300430, 20th District, Second Section of Cobb County, Georgia pursuant to Project No. X2404 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS _____ DAY OF ______________, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: ______________________________________

Michael H. Boyce, Chairman

ATTEST:

County Clerk, Cobb County Board of Commissioners

(SEAL)
**ATTACHMENT 1**

<table>
<thead>
<tr>
<th><strong>PROJECT NAME:</strong></th>
<th>Kennesaw Mountain Pedestrian Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td>X2404</td>
</tr>
<tr>
<td><strong>PARCEL NUMBER:</strong></td>
<td>51</td>
</tr>
<tr>
<td><strong>PROPERTY OWNER:</strong></td>
<td>Casa Grande Investments I, LLC</td>
</tr>
<tr>
<td></td>
<td>6065 Roswell Rd, Suite 224</td>
</tr>
<tr>
<td></td>
<td>Atlanta, GA 30328</td>
</tr>
<tr>
<td><strong>TAX PARCEL I.D. NUMBER:</strong></td>
<td>20032300430</td>
</tr>
<tr>
<td><strong>ACQUISITION:</strong></td>
<td>Temporary Construction Easement:</td>
</tr>
<tr>
<td></td>
<td>6,525.84 square feet (0.007% of total tract)</td>
</tr>
<tr>
<td><strong>APPROXIMATE REMAINING PROPERTY:</strong></td>
<td>21.88 Acres</td>
</tr>
<tr>
<td><strong>LOCATION OF STRUCTURE:</strong></td>
<td>More than 35 feet</td>
</tr>
<tr>
<td><strong>CONTACTS:</strong></td>
<td>First: December 17, 2019</td>
</tr>
<tr>
<td></td>
<td>Last: April 22, 2020</td>
</tr>
<tr>
<td><strong>ACQUISITION AGENT:</strong></td>
<td>Laura Meier</td>
</tr>
<tr>
<td><strong>ZONING:</strong></td>
<td>Multi-Family Residential Use</td>
</tr>
<tr>
<td><strong>HIGHEST &amp; BEST USE:</strong></td>
<td>Multi-Family Residential Use</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS:</strong></td>
<td>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested to obtain clear title. Ongoing negotiations are continuing.</td>
</tr>
</tbody>
</table>

*May 12, 2020*
APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRIZED OF 97.32 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 1,237.68 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 1,500.00 SQUARE FEET OF TEMPORARY DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 55, TAX PARCEL NO. 20027900370, 20th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Cathy C. Kampa, being project parcel no. 55, tax parcel no. 20027900370, 20th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Cathy C. Kampa, being project parcel no. 55, tax parcel no. 20027900370, 20th District, Second Section of Cobb County, Georgia pursuant to Project No. X2404 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS _____ DAY OF ____________, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: ____________________________________________________________________________
  Michael H. Boyce, Chairman

ATTEST:

______________________________________________________________________________
County Clerk, Cobb County Board of Commissioners

(SEAL)
## ATTACHMENT 1

<table>
<thead>
<tr>
<th><strong>PROJECT NAME:</strong></th>
<th>Kennesaw Mountain Pedestrian Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td>X2404</td>
</tr>
<tr>
<td><strong>PARCEL NUMBER:</strong></td>
<td>55</td>
</tr>
</tbody>
</table>
| **PROPERTY OWNER:** | Cathy C. Kampa  
1085 Burnt Hickory Rd.  
Marietta, GA 30064 |
| **TAX PARCEL I.D. NUMBER:** | 20027900370 |
| **ACQUISITION:** |  |
| Fee Simple Right-of-Way: | 97.32 square feet  (0.004% of total tract) |
| Temporary Construction Easement: | 1,237.68 square feet  (0.004% of total tract) |
| Temporary Driveway Easement: | 1,500.00 square feet  (0.014% of total tract) |
| **APPROXIMATE REMAINING PROPERTY:** | 2.50 Acres |
| **LOCATION OF STRUCTURE:** | More than 35 feet |
| **CONTACTS:** |  |
| First: | November 21, 2019 |
| Last: | April 22, 2020 |
| **ACQUISITION AGENT:** | Michelle Rocha |
| **ZONING:** |  |
| HIGHEST & BEST USE: | Residential Use |
| Residential Use |
| **MISCELLANEOUS:** | Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing. |

*May 12, 2020*
APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 299.07 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY AND 1,216.41 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 56, TAX PARCEL NO. 20032201790, 20th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Cathy C. Kampa, being project parcel no. 56, tax parcel no. 20032201790, 20th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Cathy C. Kampa, being project parcel no. 56, tax parcel no. 20032201790, 20th District, Second Section of Cobb County, Georgia pursuant to Project No. X2404 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS _____ DAY OF ______________, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: ________________________________
    Michael H. Boyce, Chairman

ATTEST:

__________________________________
County Clerk, Cobb County Board of Commissioners

(SEAL)
<table>
<thead>
<tr>
<th><strong>PROJECT NAME:</strong></th>
<th>Kennesaw Mountain Pedestrian Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT NUMBER:</strong></td>
<td>X2404</td>
</tr>
<tr>
<td><strong>PARCEL NUMBER:</strong></td>
<td>56</td>
</tr>
</tbody>
</table>
| **PROPERTY OWNER:** | Cathy C. Kampa  
1085 Burnt Hickory Road  
Marietta, GA 30064 |
| **TAX PARCEL I.D. NUMBER:** | 20032201790 |
| **ACQUISITION:** |  |
| Fee Simple Right-of-Way: | 299.07 square feet  
(0.004% of total tract) |
| Temporary Construction Easement: | 1,216.41 square feet  
(0.004% of total tract) |
| **APPROXIMATE REMAINING PROPERTY:** | 1.75 Acres |
| **LOCATION OF STRUCTURE:** | More than 35 feet |
| **CONTACTS:** |  |
| First: | November 21, 2019 |
| Last: | April 22, 2020 |
| **ACQUISITION AGENT:** | Michelle Rocha |
| **ZONING:** | Residential Use |
| **HIGHEST & BEST USE:** | Residential Use |
| **MISCELLANEOUS:** | Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing. |

*May 12, 2020*
TO: Dr. Jackie R. McMorris, County Manager  
FROM: Erica Parish, Agency Director  
DATE: May 12, 2020

PURPOSE

To approve Project No. X2776-TO#2 to the 2018 Master Task Order Contract with CALYX Engineers and Consultants, for engineering design of Anderson Mill Road Sidewalk, CCDOT Contract No. 001305.

BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

Anderson Mill Road Sidewalk consists of adding a five-foot wide sidewalk along the northwest side of Anderson Mill Road, from Austell Road (SR 5) to Flint Hill Road, and filling in gaps between existing sidewalk. The project also includes the update of site conditions and existing ramps to ensure compliance with Americans with Disabilities Act requirements. The total length of the project is estimated at 1.30 miles.

On May 22, 2018, the Board of Commissioners approved the 2018 Master Task Order Contracts. CALYX Engineers and Consultants, an NV5 Company, was approved as a consultant for Highway Design: Roadway, Bridge, Surveying, and Geotechnical services. This Master Task Order Contract expires on May 31, 2020.

Project No. X2776-TO#2 to the 2018 Master Task Order Contract with CALYX Engineers and Consultants, in an amount not to exceed $184,570.00, is requested for engineering design of Anderson Mill Road Sidewalk.

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-X2761-C  Preliminary Estimate  $184,570.00
Transfer to: 347-050-X270-X270-8722-X2776-E  Engineering  $184,570.00
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.

Anderson Mill 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 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 April 1, 2020:

Anderson Mill Road Sidewalk (new project as of May 12, 2020)  
Budget: N/A  
Expended:  N/A

RECOMMENDATION

The Board of Commissioners approve Project No. X2776-TO#2 to the 2018 Master Task Order Contract with CALYX Engineers and Consultants, in an amount not to exceed $184,570.00, for engineering design of Anderson Mill Road Sidewalk, CCDOT Contract No. 001305; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE
To approve Project No. X2778-TO#2 to the 2018 Master Task Order Contract with Lowe Engineers, LLC for engineering design of Callaway Road Sidewalk, CCDOT Contract No. 001309.

BACKGROUND
Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

Callaway Road Sidewalk consists of adding a five-foot wide sidewalk along the west side of Callaway Road, from Al Bishop Drive to Austell Road (SR 5), and filling in gaps between existing sidewalk. The project also includes the update of site conditions and existing ramps to ensure compliance with Americans with Disabilities Act requirements. The total length of the project is estimated at 1.10 miles.

On May 22, 2018, the Board of Commissioners approved the 2018 Master Task Order Contracts. Lowe Engineers, LLC was approved as a consultant for Highway Design: Roadway, Bridge, Surveying, and Geotechnical services. This Master Task Order Contract expires May 31, 2020.

Project No. X2778-TO#2 to the 2018 Master Task Order Contract with Lowe Engineers, LLC, in an amount not to exceed $275,392.00, is requested for engineering design of Callaway Road Sidewalk.

IMPACT STATEMENT
N/A

FUNDING
Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Preliminary Estimate</th>
<th>Transfer to:</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-050-X270-X270-8761-X2761-C</td>
<td>$275,392.00</td>
<td>347-050-X270-X270-8722-X2778-E</td>
<td>$275,392.00</td>
</tr>
</tbody>
</table>
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.

Callaway 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 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 April 1, 2020:

Callaway Road Sidewalk (new project as of May 12, 2020)  Budget:  N/A  Expended:  N/A

RECOMMENDATION

The Board of Commissioners approve Project No. X2778-TO#2 to the 2018 Master Task Order Contract with Lowe Engineers, LLC, in an amount not to exceed $275,392.00, for engineering design of Callaway Road Sidewalk, CCDOT Contract No. 001309; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE

To approve the Department of Transportation's Prequalified List of Engineering and Associated Specialty Firms available to be utilized for the procurement of professional services for the 2020-2021 prequalification period.

BACKGROUND

On July 22, 1997, the Board of Commissioners approved the Policy for Procurement of Professional Services.

On December 13, 2005, July 28, 2009, November 22, 2011, December 20, 2011, and November 24, 2014, the Board authorized amendments to update and clarify provisions of the policy. The Policy for Procurement of Professional Services requires a review of the firms on the prequalified list every two years to ensure each firm continues to meet the necessary standards for inclusion on the list.

Beginning January 1, 2013, the Department transitioned to acceptance of the Georgia Department of Transportation's (GDOT) prequalifications in lieu of the separate Cobb County process, along with certification of having an established office in the metro-Atlanta area. Any firms not GDOT qualified are required to follow the Cobb County process for qualification.

On April 24, 2018, the Board approved the Department's Prequalified List of Engineering and Associated Specialty Firms for the 2018-2019 prequalification period, which expired on April 24, 2020.

In accordance with the Policy for Procurement of Professional Services, a Request for Qualifications (RFQ) was advertised in the Marietta Daily Journal on January 17, 24, and 31, 2020, and again on February 7, 2020.

RFQ proposals were received on February 12, 2020, and were reviewed by the Department's Engineering Division. A new Prequalified List of Engineering and Associated Specialty Firms was developed for specific service areas. The list of recommended firms is attached.
**RECOMMENDATION**

The Board of Commissioners approve the Department of Transportation's Prequalified List of Engineering and Associated Specialty Firms available to be utilized for the procurement of professional services for the 2020-2021 prequalification period, which will expire on May 11, 2022.

**ATTACHMENTS**

1. Prequalified List of Engineering and Associated Speciality Firms
<table>
<thead>
<tr>
<th>No.</th>
<th>FIRM NAME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>AECOM Technical Services, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>2.</td>
<td>Alfred Benesch &amp; Company</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>3.</td>
<td>American Engineers, Inc.</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>4.</td>
<td>ARCADIS U.S., Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>5.</td>
<td>Arete Engineering &amp; Construction, Inc.</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>6.</td>
<td>ATKINS North America, Inc.</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>7.</td>
<td>Atlas Technical Consultants, LLC</td>
<td>Duluth GA</td>
</tr>
<tr>
<td>8.</td>
<td>Barge Design Solutions, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>9.</td>
<td>BMK Construction &amp; Engineering</td>
<td>Braselton GA</td>
</tr>
<tr>
<td>10.</td>
<td>Calco Engineering LLC</td>
<td>Canton GA</td>
</tr>
<tr>
<td>11.</td>
<td>CCR Environmental, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>12.</td>
<td>CDM Smith, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>13.</td>
<td>CHA Consulting, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>14.</td>
<td>Civil Services, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>15.</td>
<td>Columbia Engineering and Services, Inc.</td>
<td>Duluth GA</td>
</tr>
<tr>
<td>16.</td>
<td>Contour Engineering, LLC</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>17.</td>
<td>Crawford, Murphy and Tilly (CMT)</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>18.</td>
<td>Croy Engineering, LLC</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>19.</td>
<td>Development Planning &amp; Engineering, Inc.</td>
<td>Buford GA</td>
</tr>
<tr>
<td>20.</td>
<td>DRMP, Inc.</td>
<td>Stockbridge GA</td>
</tr>
<tr>
<td>21.</td>
<td>ECS Southeast, LLC</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>22.</td>
<td>Edwards-Pitman Environmental, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>23.</td>
<td>EFK Moen, LLC</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>24.</td>
<td>Freese and Nichols, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>25.</td>
<td>Frontline Surveying &amp; Mapping</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>27.</td>
<td>Gel Solutions, LLC</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>29.</td>
<td>Gresham, Smith, &amp; Partners</td>
<td>Alpharetta GA</td>
</tr>
<tr>
<td>30.</td>
<td>Heath and Lineback Engineers, Inc.</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>31.</td>
<td>HNTB</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>32.</td>
<td>Holt Consulting Company, LLC</td>
<td>Duluth GA</td>
</tr>
<tr>
<td>33.</td>
<td>International Design Services, Inc. (IDS Global)</td>
<td>Powder Springs GA</td>
</tr>
<tr>
<td>34.</td>
<td>Infinite Inspections, LLC</td>
<td>Stockbridge GA</td>
</tr>
<tr>
<td>35.</td>
<td>Infrastructure Consulting &amp; Engineering, PLLC</td>
<td>Norcross GA</td>
</tr>
<tr>
<td>36.</td>
<td>Jacobs Engineering Group, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>37.</td>
<td>KCI Technologies, Inc.</td>
<td>Duluth GA</td>
</tr>
<tr>
<td>38.</td>
<td>Keck &amp; Wood, Inc.</td>
<td>Duluth GA</td>
</tr>
<tr>
<td>39.</td>
<td>Kennedy Engineering &amp; Associates Group, LLC</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>No.</td>
<td>FIRM NAME</td>
<td>LOCATION</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>41.</td>
<td>LCW Engineering, Inc.</td>
<td>Decatur GA</td>
</tr>
<tr>
<td>42.</td>
<td>Long Engineering, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>43.</td>
<td>Lowe Engineers, LLC</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>44.</td>
<td>MC Squared, Inc.</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>45.</td>
<td>McKim &amp; Creed, Inc.</td>
<td>Sugar Hill GA</td>
</tr>
<tr>
<td>46.</td>
<td>Michael Baker International, Inc.</td>
<td>Peachtree Corners GA</td>
</tr>
<tr>
<td>47.</td>
<td>NOVA Engineering &amp; Environmental, LLC</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>48.</td>
<td>NV5 Engineers and Consultants, Inc.</td>
<td>Roswell GA</td>
</tr>
<tr>
<td>49.</td>
<td>Parsons Transportation Group, Inc.</td>
<td>Peachtree Corners GA</td>
</tr>
<tr>
<td>50.</td>
<td>Pond &amp; Company</td>
<td>Peachtree Corners GA</td>
</tr>
<tr>
<td>51.</td>
<td>Pont Engineering, Inc.</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>52.</td>
<td>Precision Planning, Inc.</td>
<td>Lawrenceville GA</td>
</tr>
<tr>
<td>53.</td>
<td>Prime Engineering, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>54.</td>
<td>QK4, Inc.</td>
<td>Peachtree Corners GA</td>
</tr>
<tr>
<td>55.</td>
<td>Rummel, Klepper &amp; Kahl, LLP</td>
<td>Sandy Springs GA</td>
</tr>
<tr>
<td>57.</td>
<td>Robinson Transportation Consultants, LLC</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>58.</td>
<td>R.S. Webb &amp; Associates</td>
<td>Holly Springs GA</td>
</tr>
<tr>
<td>59.</td>
<td>RS&amp;H, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>60.</td>
<td>SKYLINE Engineering &amp; Construction, LLC</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>61.</td>
<td>Southeastern Engineering, Inc.</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>62.</td>
<td>Stantec Consulting Services, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>63.</td>
<td>Structural Engineering Solutions, LLC</td>
<td>Smyrna GA</td>
</tr>
<tr>
<td>64.</td>
<td>T2 UES, Inc. (T2 Utility Engineers)</td>
<td>Norcross GA</td>
</tr>
<tr>
<td>65.</td>
<td>Terracon Consultants, Inc.</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>66.</td>
<td>TerraMark Land Surveying, Inc.</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>67.</td>
<td>TJ Schell, LLC</td>
<td>Marietta GA</td>
</tr>
<tr>
<td>68.</td>
<td>TransCore ITS, LLC</td>
<td>Norcross GA</td>
</tr>
<tr>
<td>69.</td>
<td>TranSystems Corporation</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>70.</td>
<td>T.Y. Lin International</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>71.</td>
<td>United Consulting Group, LLC</td>
<td>Norcross GA</td>
</tr>
<tr>
<td>72.</td>
<td>Vanasse Hangen Brustlin, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>73.</td>
<td>Vaughn &amp; Melton Consulting Engineers, Inc.</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>74.</td>
<td>Volkert, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>75.</td>
<td>Whitman, Requardt and Associates, LLP</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>76.</td>
<td>Willmer Engineering, Inc.</td>
<td>Atlanta GA</td>
</tr>
<tr>
<td>77.</td>
<td>Wood Environment &amp; Infrastructure Solutions, Inc</td>
<td>Kennesaw GA</td>
</tr>
<tr>
<td>78.</td>
<td>WSP USA, Inc.</td>
<td>Atlanta GA</td>
</tr>
</tbody>
</table>
TO:    Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE:  May 12, 2020

PURPOSE

To approve Change Order No. 3 (final) to the contract with Baldwin Paving Company, Inc., for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes, State P.I. No. 0011738, Cobb County Project Nos. E3030/E10D0, CCDOT Contract No. 000682.

BACKGROUND

US41/Cobb Parkway at Windy Hill Road is an approved intersection safety and operational improvements project in the 2011 SPLOST Transportation Improvements Program (TIP). Queue Jumper Lanes is an approved transit infrastructure improvements project in the 2011 SPLOST TIP. The projects are jointly designated as State P.I. No. 0011738.

The project consisted of intersection improvements on Cobb Parkway at the Windy Hill Road intersection, which included the addition of dual left turn lanes and queue jumper lanes on the north and south legs of Cobb Parkway. Dual southbound right turn lanes on the north leg of Cobb Parkway were also included. In addition, the project lengthened the existing dual left turn lanes and added a right turn lane on the west leg of Windy Hill Road. A third northbound lane was also added on Cobb Parkway exiting to Terrell Mill Road.

On November 27, 2012, the Board of Commissioners approved a Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) requesting the County’s participation in this jointly designated project.

On October 13, 2015, the Board approved Supplemental Agreement No. 1 to the PFA with GDOT, which revised the original agreement to extend the completion date of preliminary engineering activities and increased the GDOT preliminary engineering oversight costs by $16,400.00.

On June 14, 2016, the Board approved a Construction Agreement with GDOT for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes. Under the terms of the agreement, the State funded eligible construction costs up to a maximum amount of $1,977,400.00. The County was responsible for funding 100 percent of construction costs exceeding the State’s maximum.
Also, on June 14, 2016, the Board approved a contract with Baldwin Paving Company, Inc. (Baldwin), in an amount not to exceed $5,297,921.80, for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes. The completion date for this project was 540 consecutive calendar days from issuance of the Notice to Proceed.

On May 22, 2018, the Board approved Change Order No. 1 to the contract with Baldwin for a no-cost time extension through September 30, 2018, for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes.

On January 22, 2019, the Board approved Change Order No. 2, a no-cost time extension revising the contract completion date to April 30, 2019.

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

Construction is complete and Change Order No. 3 (final) to the contract with Baldwin, a savings to the project in the amount of $765,302.42, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Baldwin.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$5,297,921.80</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Change Order No. 2</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Change Order No. 3 (final)</strong></td>
<td><strong>($ 765,302.42)</strong></td>
</tr>
<tr>
<td><strong>Revised Contract</strong></td>
<td><strong>$4,532,619.38</strong></td>
</tr>
</tbody>
</table>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

- Decrease GAE 345061416602: 345-050-E003-E303-8762-E3030-C Turnkey Construction $574,336.61
- Transfer from: 345-050-E003-E303-8762-E3030-C Turnkey Construction $574,336.61
- Transfer to: 345-050-E000-E000-8761-E0000-C Preliminary Estimates $574,336.61

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, Intersection Improvements.

Cobb Parkway/US 41/SR 3 at Windy Hill Road is an eligible project/program under the Safety and Operational Improvements – Intersection Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 32). Cobb Parkway at Windy Hill Road improvements include
addition/extension of turn lanes and includes concept development for a grade separated interchange.

SPLOST Project Summary as of April 1, 2020:

US41/Cobb Parkway at Windy Hill Road  
Budget: $7,396,893.53  
Expended: $6,586,574.35

A savings to the Water System Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510061416602:  
510-500-5756-8260-W4350-C  
Construction  
$190,965.81

Transfer from:  
Cobb Parkway at Windy Hill Road  
510-500-5756-8260-W4350-C  
Construction  
$190,965.81
510-500-5756-6613-W4350-A  
Interest on Retainage  
$ 1,450.00
510-500-5756-8456-W4350-M  
Materials and Supplies  
$ 500.00
510-500-5756-8810-W4350-T  
Contingency  
$ 5,800.00
Total:  
$198,715.81

Transfer to:  
Miscellaneous County Roadway Improvements  
510-500-5756-8005-W4702-Z  
Preliminary Estimate  
$198,715.81

RECOMMENDATION

The Board of Commissioners approve Change Order No. 3 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of $765,302.42, for US41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes, State P.I. No. 0011738, Cobb County Project Nos. E3030/E10D0, CCDOT Contract No. 000682; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
LOCATION MAP

PROJECT:
U.S. 41/Cobb Parkway at Windy Hill Road Project/
Queue Jumper Lanes
Nos. E3030/E10D0

DATE: May 12, 2020

Notes: Commission Districts 2, 3
TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: May 12, 2020

PURPOSE

To approve Project No. X2539-TO#1 to the 2018 Master Task Order Contract with AECOM Technical Services, Inc., for consulting services for the proposed CobbLinc Marietta Maintenance Facility Expansion project, CCDOT Contract No. 001298.

BACKGROUND

Traffic Management, Traffic Signals, and Planning is an approved component in the 2016 SPLOST Transportation Improvements Program.

As part of a larger regional transportation planning effort with the State Road and Tollway Authority (SRTA), it is recommended that the existing CobbLinc Marietta Park and Ride Lot/Marietta Transfer Center be relocated to a new site to better serve operations and enhance overall service efficiency. The Department and SRTA are currently working together to evaluate and determine the functional operations and future use of the existing Marietta Park and Ride Lot/Marietta Transfer Center site.

The Department has identified the need to expand the existing CobbLinc Marietta Maintenance Facility to meet current and future bus storage capacity and maintenance requirements. Expansion of the existing Marietta Maintenance Facility on the current Marietta Park and Ride Lot/Marietta Transfer Center site is being proposed.

On May 22, 2018, the Board of Commissioners approved the 2018 Master Task Order Contracts. AECOM Technical Services, Inc., was approved as a consultant for Transportation, Planning and Environmental Services.

Project No. X2539-TO#1 to the 2018 Master Task Order Contract with AECOM Technical Services, Inc., in an amount not to exceed $259,191.00, is requested to complete a feasibility analysis and site planning study for the proposed CobbLinc Marietta Maintenance Facility Expansion project. The scope of work will evaluate possible expansion and renovation opportunities to meet current and future maintenance facility needs.
IMPACT STATEMENT

N/A

FUNDING

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Preliminary Estimate</th>
<th>$259,191.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-050-X250-X250-8721-X2539-E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer to:</th>
<th>Engineering</th>
<th>$259,191.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>347-050-X250-X250-8722-X2539-E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

CobbLinc Marietta Maintenance Facility Expansion 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 multi-modal transportation studies.

SPLOST Project Summary as of April 1, 2020:

CobbLinc Marietta Maintenance Facility Expansion Budget: $1,037,861.00 Expended: $0.00

RECOMMENDATION

The Board of Commissioners approve Project No. X2539-TO#1 to the 2018 Master Task Order Contract with AECOM Technical Services, Inc., in an amount not to exceed $259,191.00, to complete a feasibility analysis and site planning study for the proposed CobbLinc Marietta Maintenance Facility Expansion project, CCDOT Contract No. 001298; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager  
FROM: Erica Parish, Agency Director  
DATE: May 12, 2020  

PURPOSE  
To authorize signalization of the following three intersections: Austell Powder Springs Road at Mosley Road; Stilesboro Road at Shillings Road; and Mars Hill Road at Fords Road; and approve Project No. TR515-TO#1 to the 2018 Master Task Order Contract with Barge Design Solutions, Inc., for engineering design of the signalization of the three intersections, CCDOT Contract No. 001304.

BACKGROUND  
The Department recently conducted traffic studies at several locations. Based upon existing heavy traffic volumes, signalization of the following proposed intersections has been recommended to improve traffic control: Cobb Parkway at Market Street; Stilesboro Road at Shillings Road; Austell Powder Springs Road at Mosley Road; Cumberland Parkway at 2600 Cumberland Parkway; and Mars Hill Road at Fords Road.

On October 22, 2019, the Board of Commissioners authorized the appropriation of General Fund fund balance, in the amount of $2,100,000.00. The Board also authorized the transfer of funds to Capital Projects Fund 380 for future installation of traffic signals ($1,550,854.00) and for State Contract procurement of one Vactor ($549,146.00).

The Department recommends proceeding with engineering design at three of the proposed locations identified for signalization. Project No. TR515 – TO#1 to the 2018 Master Task Order Contract with Barge Design Solutions, Inc., in an amount not to exceed $232,360.00, is requested for engineering design of the signalization of Austell Powder Springs Road at Mosley Road ($87,200.00), Stilesboro Road at Shillings Road ($68,360.00), and Mars Hill Road at Fords Road ($76,800.00).

IMPACT STATEMENT  
N/A
FUNDING

Available in the approved Capital Projects Fund, with the following budget transaction:

Transfer from: 380-050-4612-8005-TR515-O Preliminary Estimate $232,360.00
Transfer to: 380-050-4612-8033-TR515-E Prof. Svcs. - Site Planning & Design $232,360.00

RECOMMENDATION

The Board of Commissioners authorize signalization of three intersections located at Austell Powder Springs Road at Mosley Road, Stilesboro Road at Shillings Road, and Mars Hill Road at Fords Road; approve Project No. TR515-TO#1 to the 2018 Master Task Order Contract with Barge Design Solutions, Inc., in an amount not to exceed $232,360.00, for engineering design of the signalization of the three intersections, CCDOT Contract No. 001304; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
LOCATION MAP

AUSTELL POWDER SPRINGS ROAD AT MOSLEY ROAD
Commission District 4

STILESBORO ROAD AT SHILLINGS ROAD
Commission District 1

MARS HILL ROAD AT FORDS ROAD
Commission District 1

Legend
- State Admin
- Library
- Senior Services
- Sheriff Office
- Schools
- Cities
- Cobb Parks

Department of Transportation

PROJECT:
Signalization/Engineering Design
Project No. TR515-TO#1

DATE: May 12, 2020
TO:  Dr. Jackie R. McMorris, County Manager
FROM:  Erica Parish, Agency Director
DATE:  May 12, 2020

PURPOSE

To authorize procurement of two Rectangular Rapid Flashing Beacons (RRFB) for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725.

BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

At the request of the Cobb County School District (CCSD), the Department recently studied an existing crosswalk on Woodlawn Drive at Dickerson Middle School. During peak school traffic hours, this crosswalk is manned by a CCSD crossing guard. The crossing is unmanned during all other hours.

The Department placed a camera on-site at the crosswalk to gather off-peak pedestrian volumes. Based upon the traffic data collected, it was determined that this crossing warrants installation of a raised island and Rectangular Rapid Flashing Beacon (RRFB) devices to enhance pedestrian safety. Additional improvements recommended include new thermoplastic pavement markings and school zone signage.

To facilitate completion of the installation prior to the CCSD scheduled opening of Dickerson Middle School in August 2020, the Department recommends procurement of the required RRFB materials to ensure timely fabrication and delivery. Equipment will be procured from Utilicom Supply Associates, in an amount not to exceed $14,280.80, utilizing State Contract No. 48400-DOT000640-009. The RRFB devices will be installed by the contractor completing other pedestrian improvements at this project site.

An agenda item requesting approval of a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling for pedestrian improvements on Woodlawn Drive (Dickerson Middle School) is being presented to the Board of Commissioners concurrent with this agenda item.

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-X2725-C Preliminary Estimate $14,280.80  
Transfer to: 347-050-X270-X270-8771-X2725-C Construction - Signalization $14,280.80

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.

Woodlawn Drive (Dickerson Middle School) 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 2 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, 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:

Woodlawn Drive (Dickerson Middle School) Budget: $0.00 Expended: $0.00

**RECOMMENDATION**

The Board of Commissioners authorize procurement of two Rectangular Rapid Flashing Beacons, in an amount not to exceed $14,280.80 through a State Contract with Utilicom Supply Associates, for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725; and further authorize the corresponding budget transactions.

**ATTACHMENTS**

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Erica Parish, Agency Director
DATE: May 12, 2020

PURPOSE
To approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725, CCDOT Contract No. 001523.

BACKGROUND
Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

At the request of the Cobb County School District (CCSD), the Department recently studied an existing crosswalk on Woodlawn Drive at Dickerson Middle School. During peak school traffic hours, this crosswalk is manned by a Cobb County School District a CCSD crossing guard. The crossing is unmanned during all other hours.

The Department placed a camera on-site at the crosswalk to gather off-peak pedestrian volumes. Based upon the traffic data collected, it has been determined that this crossing warrants installation of a raised island and Rapid Rectangular Flashing Beacon (RRFB) devices to enhance pedestrian safety. Additional improvements recommended include new thermoplastic pavement markings and school zone signage.

On February 13, 2018, the Board of Commissioners approved the 2018 Countywide Unit Price Contracts. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer quotes for construction of identified pedestrian improvements, reflecting current market conditions.

Quotes were received on April 8, 2020, from the following companies:

<table>
<thead>
<tr>
<th>Company</th>
<th>Quote Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paulette Tucker Enterprises, Inc., DBA Tucker Grading &amp; Hauling</td>
<td>$23,345.75</td>
</tr>
<tr>
<td>Excellere Construction, LLC</td>
<td>$24,430.00</td>
</tr>
<tr>
<td>Chatfield Contracting, Inc.</td>
<td>$37,529.10</td>
</tr>
</tbody>
</table>
The low quote of $23,345.75 from Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, was reviewed and found to be reasonable and responsive. The scheduled completion date for this project is 30 consecutive calendar days from issuance of the Notice to Proceed.

**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-X2725-C  Preliminary Estimate  $23,345.75
Transfer to: 347-050-X270-X270-8762-X2725-C  Turnkey Construction  $23,345.75
```

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, Sidewalks.

Woodlawn Drive (Dickerson Middle School) 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 2 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, 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:

```
Woodlawn Drive (Dickerson Middle School)  Budget: $0.00  Expended: $0.00
```

**RECOMMENDATION**

The Board of Commissioners approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, in an amount not to exceed $23,345.75, for pedestrian improvements on Woodlawn Drive (Dickerson Middle School), Project No. X2725, CCDOT Contract No. 001523; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager  
FROM: Erica Parish, Agency Director  
DATE: May 12, 2020

PURPOSE

To approve Project No. X2774-TO#1 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., for engineering design of Church Road Sidewalk, CCDOT Contract No. 001307.

BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

Church Road Sidewalk consists of adding a five-foot wide sidewalk along the north side of Church Road, from Harris Road to Gray Road, and filling in gaps between existing sidewalk. The project also includes the update of site conditions and existing ramps to ensure compliance with Americans with Disabilities Act requirements. The total length of the project is estimated at 1.00 mile.


Project No. X2774-TO#1 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed $224,310.00, is requested for engineering design of Church Road Sidewalk.

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-X2761-C Preliminary Estimate $224,310.00
Transfer to: 347-050-X270-X270-8722-X2774-E Engineering $224,310.00

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.

Church 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 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 April 1, 2020:

Church Road Sidewalk (new project as of May 12, 2020) Budget: N/A Expended: N/A

RECOMMENDATION

The Board of Commissioners approve Project No. X2774-TO#1 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed $224,310.00, for engineering design of Church Road Sidewalk, CCDOT Contract No. 001307; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
TO: Dr. Jackie R. McMorris, County Manager  

FROM: Erica Parish, Agency Director  

DATE: May 12, 2020  

PURPOSE  

To adopt a resolution in support of Sweetwater Mission’s submission of a GA100 Program grant application to the Atlanta United Foundation, in partnership with the Local Initiatives Support Corporation, for Six Flags Parkway Gateway Improvements, Project No. X2611.  

BACKGROUND  

Six Flags Parkway Gateway Improvements is an approved roadway improvements project in the 2016 SPLOST Transportation Improvements Program (TIP).  

The project consists of a gateway greenspace area with multi-generational amenities to include a mini-pitch soccer field, playground, walking trail, outdoor exercise equipment, and community garden. This project will provide a beneficial amenity to residents and visitors of South Cobb County.  

Funding assistance is available to nonprofit organizations from the Atlanta United Foundation (AUF), in partnership with the Local Initiatives Support Corporation (LISC), for the purpose of providing low to moderate income neighborhoods and communities in Georgia the financial and technical assistance to improve the quality, safety, and accessibility of local mini-pitch soccer fields.  

Sweetwater Mission, a certified 501c(3) non-profit charitable organization in the State of Georgia, desires to submit a GA100 Program grant application for funding assistance for the Six Flags Parkway Gateway Improvements project. Sweetwater Mission has requested the Board of Commissioners adopt a resolution in support of their grant application submission to the AUF and LISC, as required, for funding assistance of Six Flags Parkway Gateway Improvements.
**IMPACT STATEMENT**

Preliminary engineering, right-of-way acquisition, utility, and construction costs for Six Flags Parkway Gateway Improvements are estimated not to exceed $1,100,000.00. If this project is selected for a GA100 Program grant award, Sweetwater Mission will receive funding up to a maximum amount of $75,000.00 to assist the County with project costs. The GA100 Program grant requires a local match equal to the grant funding received, in an amount not to exceed $75,000.00. Local funding required is available in the 2016 SPLOST TIP Fund approved budget.

Upon notification from Sweetwater Mission that the Six Flags Parkway Gateway Improvements project has been selected for a GA100 Program grant award, the Department will present an agenda item to the Board requesting approval of an agreement with Sweetwater Mission to oversee project activities and provide required local match funding.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners adopt a resolution in support of Sweetwater Mission’s submission of a GA100 Program grant application to the Atlanta United Foundation, in partnership with the Local Initiatives Support Corporation, for Six Flags Parkway Gateway Improvements, Project No. X2611; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Resolution
LOCATION MAP

PROJECT:
Six Flags Parkway Gateway Improvements
Project No. X2611

DATE: May 12, 2020

Department of Transportation

Notes: Commission District 4
RESOLUTION

Resolution supporting Sweetwater Mission’s submission of a GA100 Program grant application to the Atlanta United Foundation, in partnership with the Local Initiatives Support Corporation, for Six Flags Parkway Gateway Improvements, Project No. X2611.

WHEREAS, the Atlanta United Foundation (AUF) and the Local Initiatives Support Corporation (LISC) have issued a request for proposals for funding projects under the GA100 Program, with a deadline of June 30, 2020 for submittal of applications; and

WHEREAS, Sweetwater Mission, a certified 501c(3) non-profit charitable organization, desires to submit an application for consideration of funding assistance for the Six Flags Parkway Gateway Improvements project; and

WHEREAS, the AUF and LISC solicitation application requires that applicants provide local government body authorization of its application submittal; and

WHEREAS, the AUF and LISC grant agreement for GA100 funding assistance, if awarded, will impose certain obligations upon the County and will require the County to commit a local share of the project cost, in an amount estimated not to exceed $75,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Cobb County Board of Commissioners supports Sweetwater Mission’s submission of a GA100 Program grant application to the AUF and the LISC for the Six Flags Parkway Gateway Improvements project.

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 May 12, 2020.

This _____ day of ______________________, 2020

__________________________________
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Attest:

__________________________________
Clerk
Cobb County Board of Commissioners
TO: Dr. Jackie R. McMorris, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: May 12, 2020

PURPOSE
To approve the park naming of approximately 103 acres of County property on Discovery Boulevard in Mableton as "Discovery Park at the River Line".

BACKGROUND
In the early 1990's, Cobb County acquired approximately 103 acres of land along the Chattahoochee River on what is now Discovery Boulevard. This property includes more than one mile of river frontage and contains a variety of well-preserved and unique Civil War era earthworks. A portion of the property is listed on the National Register of Historic Places.

In 2018, the master plan for the park was approved by the Board of Commissioners but a park name was undetermined. Since that time, the multiple groups have continued to work on a suitable name for the park.

IMPACT STATEMENT
No new maintenance or operational costs are associated with the naming of this park.

FUNDING
N/A

RECOMMENDATION
The Board of Commissioners approve the naming of approximately 103 acres of County property on Discovery Boulevard in Mableton as "Discovery Park at the River Line".

ATTACHMENTS
1. Location Map
TO: Dr. Jackie R. McMorris, County Manager
FROM: Jimmy Gisi, PARKS Director
DATE: May 12, 2020

PURPOSE
To approve a contract with Century Industries, Inc. to provide and deliver a portable stage unit at Jim R. Miller Park, under the 2016 PARKS SPLOST Program.

BACKGROUND
The 2016 PARKS SPLOST Program includes infrastructure and related improvements associated with the completion of the approved Master Plan at Jim R. Miller Park, 2245 Callaway Road, Marietta. Major improvements have been completed and others are continuing at the park. These improvements have greatly increased the scale and types of revenue generating events that can be hosted there.

A portable mobile stage unit is an integral amenity for a variety of events at the park, and occasionally for other events and activities elsewhere in the county. Our current mobile stage was originally put into service nearly 30 years ago, has outlived its reasonable service life and is no longer roadworthy. The replacement stage includes a variety of modern features, not available on the current stage. These include hydraulic leveling, LED lighting, solar panels for backup battery power, and an ADA lift.

Cobb PARKS has received a proposal from Century Industries, Inc., in an amount not to exceed $188,495.00. This proposal complies with the terms and discounts available under GSA Schedule Contract #GS03F017GA. The GSA Schedule Contracts utilize a process that competitively bids unit pricing on an annual basis and makes such pricing available to local governments.

IMPACT STATEMENT
No new maintenance or operational costs are associated with this project.
FUNDING

Funding is available in the 2016 PARKS SPLOST:

347-105-X064-X0644 E-8475 (Jim Miller Park) $188,495.00

The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Improvements at Jim R. Miller Park are eligible projects under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). The replacement portable stage unit will generate rental revenue, and will provide a versatile platform for many types of events.

SPLOST Project Summary as of April 1, 2020 (Jim R. Miller Park)

Budget: $16,347,235.10 Expended to Date: $15,079,353.46

RECOMMENDATION

The Board of Commissioners approve a contract with Century Industries, Inc. in an amount not to exceed $188,495.00 for a new portable stage unit at Jim R. Miller Park, under the 2016 PARKS SPLOST Program., authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
J.R. Miller Park
Commission District 4

LOCATION MAP

J. R. MILLER PARK

PARKS
COBB COUNTY

Dallas Hwy
Burnt Hickory Rd
Powder Springs Rd
Villa Rica Rd
Ernest Barrett Pkwy
Maddand Rd
East-west Conn

Whitlock Ave
Aussell Rd
South Cobb Dr
Windy Hill Rd
Concord Rd
Co.

North Marrietta Pkwy
South Marrietta Pkwy
Cobb Pkwy
Delk Rd

North Fairground St
Spring Rd

West Park St
South Fairground St
North Fairground St

Allgood Rd
Burnt Hickory Rd

Cobb Pkwy

Page 220 of 264
TO: Dr. Jackie R. McMorris, County Manager

FROM: Scott Barfield, Property Management Director
       Randy Crider, Interim DPS Director/Fire Chief
       Sharon Stanley, Agency Director

DATE: May 12, 2020

PURPOSE

To approve a Third Amendment, Extension & Modification of Lease Agreement with LGE Community Credit Union for the lease of property located at 430 Commerce Park Drive, SE.

BACKGROUND

On May 21, 2018, the Board in executive session voted to enter into an Agreement for Purchase and Sale (“Contract”) with LGE Community Credit Union, for the acquisition of property located at 430 Commerce Park Drive, SE. On May 22, 2018, the county entered into the Contract to purchase the site. The Contract was subject to a contingency that the parties agree upon a lease agreement allowing the seller to occupy the property after closing for a term up to 24 months thereafter. The parties timely agreed upon the terms of the lease. The Contract was amended to extend the closing to a date on or before August 31, 2018.

On August 28, 2018, the Board ratified the action taken in Executive Session and authorized the purchase of the Property from LGE under the terms of the Contract and the lease of the premises to the seller pursuant to the approved lease terms. On August 30, 2018, the purchase of the property closed and a lease was entered into with LGE.

On October 8, 2019, the Board authorized a First Amendment to the Lease to incorporate purchase by the County of certain tenant furniture and equipment located on the premises.

On March 10, 2020, the Board authorized a Second Amendment to the Lease to extend the lease term for the entire premises through April 30, 2020. Beginning May 1, 2020, the Tenant would vacate all except the three drive-through lanes and 2,500 square feet of the first floor, with final lease expiration on October 31, 2020.

This Third Amendment to the Lease will extend the lease expiration date of this limited area to November 30, 2020. All other stipulations remain the same.
**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve a Third Amendment, Extension & Modification of Lease Agreement with LGE Community Credit Union for the lease of property located at 430 Commerce Park Drive, SE; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Third Amendment to Lease-1
THIRD AMENDMENT
TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT, hereinafter referred to as this “Amendment”, is made and entered into this ___th day of __________, 2020, by and between COBB COUNTY, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 100 Cherokee Street, Suite 300, Marietta, Georgia 30090-7000, hereinafter referred to as “Landlord,” and LGE COMMUNITY CREDIT UNION, a Georgia nonprofit corporation, whose business address for the purposes of this agreement is 430 Commerce Park Drive, Marietta, GA 30060, hereinafter referred to as “Tenant”.

WHEREAS, Landlord and Tenant entered in a Lease Agreement, dated August 30, 2018, for certain real property situated in Land Lot, 363, 17th District, 2nd Section, Cobb County, Georgia, commonly known as 430 Commerce Drive, Marietta, Georgia, as amended by First Amendment to Lease Agreement, dated __________, and Second Amendment, Extension & Lease Modification of Lease Agreement, dated March 17, 2020 (collectively referred to herein as “Lease”); and

WHEREAS, Landlord and Tenant desire to amend the Lease, as provided herein.

NOW THEREFORE, in consideration of the foregoing recitals, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The date “October 31, 2020” is hereby deleted wherever it appears in the Lease, and the date “November 30, 2020” is hereby inserted in substitution thereof.

2. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease is unmodified and remains in full force and effect. This Amendment shall form a part of the Lease for all purposes.

3. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

Signatures on following page.
IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed and delivered this Amendment on the day, month and year first above written, by its duly authorized representatives.

LANDLORD:
COBB COUNTY, GEORGIA

By: ________________________________
    Michael H. Boyce, Chairman,
    Board of Commissioners

Attest: ______________________________
    County Clerk

Approved as to Form:

__________________________________
    County Attorney

Signatures continued on next page.
TENANT:
LGE COMMUNITY CREDIT UNION

By: ____________________________

Title: __________________________

Attest: _________________________

Title: __________________________

President/CEO

Executive Assistant
TO: Dr. Jackie R. McMorris, County Manager

FROM: Sharon Stanley, Agency Director
Scott Barfield, Property Management Director
Christopher Gulledge, Chief Medical Examiner

DATE: May 12, 2020

PURPOSE

To approve a project agreement with Controlled Access, Inc. for the installation of the County’s enterprise access control and surveillance system at the new Medical Examiner facility. This is a 2016 SPLOST project, Technology Improvements Program X0020.

BACKGROUND

On February 14, 2017, the Board of Commissioners authorized the issuance and advertisement for a Request for Qualifications (RFQ) to pre-qualify vendors capable of providing design, installation, and maintenance services for the County’s enterprise video surveillance and access control system.

On November 13, 2018, the Board of Commissioners approved Master Agreements with the three (3) pre-qualified firms: Controlled Access, Inc., Convergint Technologies, and OnePath for adding additional departments/facilities to Cobb County’s enterprise video surveillance and access control system. Each pre-qualified firm has the opportunity to bid on individual projects.

The construction of a new Medical Examiner Laboratory facility project was approved by the citizens in the 2016 SPLOST. On January 8, 2019, the Board of Commissioners approved a contract with Batson-Cook to design and build the facility, with access control and surveillance cameras being a part of their design. The three pre-qualified security vendors were asked to submit quotes. Controlled Access, Inc. was the lowest priced, responsive bidder.

Information Services requests approval of a Project Agreement with Controlled Access, Inc. in an amount not to exceed $109,433.50 for the installation of the County’s enterprise access control system and surveillance system at the new Medical Examiner Laboratory facility. This includes a ten percent contingency fund for the project to cover any unexpected costs. Technology Improvements is an eligible capital project/program under the 2016 SPLOST.
IMPACT STATEMENT

Maintenance on all parts and service is under a one-year warranty from Controlled Access, Inc. Additionally, there is a three-year manufacturer’s warranty on all parts. Funding for maintenance for the enterprise access control system is included in the FY21 budget request. Funding for maintenance for FY22 and beyond will be requested in the normal biennial budget process.

FUNDING

Funding is available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfers:

<table>
<thead>
<tr>
<th>Transfer from:</th>
<th>Transfer to:</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Professional Services</td>
<td>$109,433.50</td>
</tr>
</tbody>
</table>

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 Medical Examiner Laboratory 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 hardware and software technology needs.

SPLOST Project Summary as of May 6, 2020:

Budget: $23,358,000.00  Expended: $2,830,518.65

RECOMMENDATION

The Board of Commissioners approve a Project Agreement with Controlled Access, Inc. in an amount not to exceed $109,433.50 for the installation of the County’s enterprise access control and surveillance system at the new Medical Examiner facility; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None
TO: Dr. Jackie R. McMorris, County Manager

FROM: Sharon Stanley, Agency Director
Scott Barfield, Property Management Director
Joe Tommie, Purchasing Director

DATE: May 12, 2020

PURPOSE

To authorize the Purchasing Director to purchase VoIP system licenses greater than $100,000.00, under provisions of Georgia Department of Administrative Services Contract 99999S-SPD-T20120501-0006 with Presidio. This project is partially funded by 2016 SPLOST project, Public Safety Improvements Program X1042.

BACKGROUND

The County’s VoIP system provides voice communications, voice mail, call center capability, and system administration. Our existing phone and call manager licenses are older versions and no longer supported by the vendor. Without bringing our licenses to a supported version we cannot provide upgraded features, performance enhancements for voice and voicemail, acceptable security, and contemporary call center functions for our 34 call centers. Telecommunications requirements for the new Police Training Center, Police HQ and Medical Examiner facilities will increase the number of licenses needed.

In addition to providing current VoIP licensing, this Cisco Flex Enterprise Agreement model also provides additional features and capabilities. It allows us to increase from 50 WebEx users to 2,500 users, provides telepresence capabilities, includes 100 WebEx Events licenses and has a capability for E911 location identified dialing from phones within county facilities.

In accordance with the Policy on Procurement and Contract Management approved by the Board on July 8, 1997, and revised August 12, 2003, September 23, 2008, revised and renamed July 24, 2012 and revised January 14, 2020, 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, Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

Information Services requests approval to purchase the required VoIP licenses available under a Cisco Flex
Enterprise Agreement from Georgia Department of Administrative Services Contract 99999S-SPD-T20120501-0006 with Presidio, at a cost not to exceed $498,819.04 for three years (Year-1 $100,865.44, Year-2 $198,976.80, Year-3 $198,976.80). Public Safety Improvements is an eligible capital project/program under the 2016 SPLOST.

**IMPACT STATEMENT**

No additional funding is required for VoIP System Licenses for FY20. Funding for FY21 and beyond is estimated to be $198,976.80 annually and will be requested within the normal biennial budget process.

**FUNDING**

Funding for FY20 is available as follows:

Available in the General Fund

<table>
<thead>
<tr>
<th>Service</th>
<th>Code</th>
<th>(Maintenance)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Services</td>
<td>010-035-0400-6491</td>
<td></td>
<td>$50,640.44</td>
</tr>
<tr>
<td>Property Management</td>
<td>010-110-3640-8135</td>
<td>(Other Capital)</td>
<td>$4,100.00</td>
</tr>
</tbody>
</table>

Available in 2016 SPLOST Public Safety Improvements Program Fund

<table>
<thead>
<tr>
<th>Service</th>
<th>Code</th>
<th>(Communication Equip.)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police HQ/Evidence Unit</td>
<td>347-130-X104-8410-X1042-A</td>
<td></td>
<td>$46,125.00</td>
</tr>
</tbody>
</table>

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, Public Safety Improvements.

Telecommunications needs for the Police HQ VoIP system is an eligible project/program under the 2016 SPLOST. “Police HQ/Evidence Unit” is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p. 27) which includes police headquarters VoIP system licensing.

SPLOST Project Summary as of May 6, 2020:

<table>
<thead>
<tr>
<th>Budget</th>
<th>Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,000,000.00</td>
<td>$13,624,984.64</td>
</tr>
</tbody>
</table>

**RECOMMENDATION**

The Board of Commissioners authorize the Purchasing Director to purchase VoIP System Licenses, in an amount not to exceed $498,819.04, under provisions of Georgia Department of Administrative Services contract 99999S-SPD-T20120501-0006 with Presidio and authorize the corresponding budget transactions.

**ATTACHMENTS**

None
COMMISSIONERS' PUBLIC ADDRESS

(Per Section 2.01.01 of the Rules of Procedure of the Board)
TO: Dr. Jackie R. McMorris, County Manager

FROM: Destiny Davidson, 911 Director
Randy Crider, Interim DPS Director/Fire Chief

DATE: May 12, 2020

PURPOSE
To approve a contract with Quality Recording Solutions, LLC for the replacement and maintenance of the E911 phone and radio recording system.

BACKGROUND
The recording system for the Emergency Communications Department, last upgraded on July 8, 2014, has reached its end of life, and is experiencing issues at an increasing rate. Eventide was selected through Quality Recording Solutions, LLC on GSA Contract Number: GS-35F-0415V. The contract will include hardware, software, implementation services, training and a five-year term maintenance support services in an amount not to exceed $604,225.00. Our current approved vendor contract for a five-year term maintenance contract is $987,412.35 and does not reflect the hardware and installation costs.

IMPACT STATEMENT
Monthly maintenance and recurring costs, in the amount of $45,244.00, for contract Year 2 through Year 5 will be requested in the FY21-FY24 budgets.

FUNDING
Funding is available in the E911 Fund’s FY20 budget as follows:

260-130-0200-6491 (Contract Maintenance and Support) $604,225.00

RECOMMENDATION
The Board of Commissioners approve a contract with Quality Recording Solutions, LLC, in the amount of $604,225.00, for the replacement and maintenance of the E911 recording system, and authorize the Chairman to execute the necessary documents.
ATTACHMENTS

1. Quality Recording Services.Cobb Co 911 5-6-20 Complete
QUALITY RECORDING SOLUTIONS, LLC

(“QRS”)
located at
780 Kingridge Drive
Roswell, Georgia 30075

and

COBB COUNTY, GEORGIA

Attn: Cobb County 911
140 N Marietta Pkwy
Marietta, GA 30060
This Maintenance Services Agreement (“Agreement” or “Contract”) is hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia (hereinafter “Cobb County” and/or “County”, and/or “Client”), and Quality Recording Solutions, LLC, a limited liability company incorporated in the State of Georgia (hereinafter “QRS,” “Vendor” and/or “Contractor”). The County and QRS may be referred to individually as “party,” or collectively, as “parties.” The Effective Date of this Contract shall be the date the last party hereto executes the same (the “Effective Date”):

NOW THEREFORE, the parties hereby agree as follows:

1 Definitions

"Contract Period" means this Contract by and between Quality Recording Solutions, LLC and Cobb County, Georgia (the “Client”) shall be in effect from the Effective Date of execution, being the last dated signature herein and shall automatically renew unless otherwise terminated as provided herein for a total time of not more than five (5) one (1) year terms, including the services and terms reflected and attached hereto as Addendum 1, Addendum 2 and Addendum 3. The Contract shall renew annually and shall terminate absolutely with no further renewals at the end of the last calendar year, being May 15, 2025 (“Contract Term”), unless terminated earlier as provided herein.

"Coverage Hours" means the period outlined as Coverage Hours as set out in Addendum 1.

"Equipment" means all equipment and “Location of Equipment” as reflected in Addendum 1 and Addendum 3 attached hereto.

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client’s report of a potential problem and Quality Recording Solutions subsequent contact with Client by telephone or other media by a service engineer.

"On-Site Support" means the period elapsed during the Coverage Hours from the time of agreement by the Quality Recording Solutions Helpdesk and the Client that on-site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.

"Order Confirmation" means a Maintenance Services Order Confirmation substantially in the form set out in Addendum 1 and Addendum 3 attached hereto and as executed by both parties.

"Price" The Contract Price shall be in a maximum amount not to exceed $609,255.60 to be broken down by annual amounts based on the quotes and requested services attached hereto as Addendum 1 and Addendum 3, and as referenced herein.

2 General

2.1 The execution of this Contract by both parties shall be an acknowledgement that the terms of this Contract shall apply to such Order Confirmation. This agreement only becomes binding on Quality Recording Solutions when signed on its behalf by an authorized signatory of the County and Quality Recording Solutions. Quality Recording Solutions may end this agreement if Client breaks any of its obligations. Client will have 30 days to rectify issues before contract is terminated. Termination is further permitted as reflected in the Supplemental Terms and Conditions attached hereto as Addendum 2.

2.2 This Contract and Addendum 1, Addendum 2, and Addendum 3, and exhibits attached hereto contain all the terms of the agreement between the parties and no variations will be valid unless agreed in writing by an authorized signatory of both parties.

2.3 The Addendums 1-3 and the quotes attached hereto define any services, equipment, software, software licenses, facilities, information, materials (collectively “Services”) to be provided by QRS and “Client Resources” to be provided by Client. Quality Recording Solutions shall in no event be liable for any loss or further expenses incurred as a result of Client's failure or delay in providing Client Resources or arising as a
2.4 This agreement is governed in all respects by the laws of the state of Georgia, without reference to any conflict of law rules.

2.5 Any notice to be served on either party shall be in writing and shall be sent by certified mail to the address given in this agreement or such other address as may have been notified for that purpose and shall be deemed to have been received 48 hours after having been sent.

3 Services Provided by Quality Recording Solutions

Quality Recording Solutions agrees:

3.1 to provide licenses, equipment and maintenance services at a “Premium” level, 24 hours a day/7 day a week, and as reflected in Addendums 1 and 3;

3.2 to provide service engineer visits to the Location of Equipment between the Coverage Hours specified in the Addendum 1 and Addendum 3, including all labor and travel expenses as deemed necessary by Quality Recording Solutions;

3.3 to use reasonable endeavors to meet the Response Time shown in Addendum 1 and Addendum 3;

3.4 to use reasonable endeavors to assist Client to recover data which has been recorded by the Equipment on storage media and has been corrupted by system failure; this in no way constitutes a guaranty or other consequent liability to Quality Recording Solutions for any failure to recover data;

3.5 to use reasonable endeavors to remedy any defect in the Licensed Software which causes it not to conform to the specifications laid down from time to time by the software licensor;

3.6 to provide minor version upgrades of the Licensed Software within the same major version number release. Such minor version upgrades include only those software releases, as determined by Quality Recording Solutions, which either remedy deficiencies in the software or improve operating performance of the software without altering its basic functionality or adding new functionality. Such minor version upgrades will be installed by Quality Recording Solutions and included in the cost of this Contract;

3.7 to repair or replace at Quality Recording Solution’s option any part of the Equipment which has failed during normal use. New or equivalent to new standard parts will be used in making repairs. Quality Recording Solutions will be responsible for the availability of parts needed for repairs only to the extent that such parts are reasonably available on a commercial basis;

3.8 to remove any part of the Equipment to Quality Recording Solution’s workshop for the purpose of repair if necessary, in the opinion of Quality Recording Solutions;

3.9 to provide a one (1) year warranty for all services and Equipment provided under this Contract, starting on the date of installation or repair, whichever is later;

3.10 to cooperate with the County’s current vendor to ensure a smooth transition with limited interruptions and to provide for a simultaneous “go-live”; and

3.11 to provide all licenses to the Client, Cobb County, necessary to operate the Equipment, related software, and the Licensed Software in Addendum 1 and Addendum 3, in accordance with the operating instructions and as necessary in order to complete the services reflected in this Contract.

4 Exclusions

Quality Recording Solutions is not responsible for:

4.1 labor, travel costs, or parts necessitated by carelessness, acts of god, operator error, misuse or accidents as well as services provided outside of the Contract’s Premium Coverage Hours, will be charged at Quality Recording Solution’s standard service rates in effect at the time;

4.2 major version upgrades of the Licensed Software (Example: migrating from version 1.X to 2.X); or

4.3 damage or operating performance problems caused by the Client’s relocation of equipment from its original installation site. Quality Recording Solutions, at the request of Client, will move and re-install the Equipment and Licensed Software at another location of the Client for which Client will be charged for such move at Quality Recording Solution’s standard service rates in effect at the time (see restriction on geographic relocations in 6.5
5 Condition of Equipment

5.1 Except for Equipment and Licensed Software purchased from Quality Recording Solutions within the twelve months preceding the Effective Date and as reflected in Addendum 1 or Equipment and Licenses Software which has been under a continuous maintenance agreement with Quality Recording Solutions, the Client will provide written documentation to demonstrate that all other equipment and software has been under a continuous full maintenance agreement by an authorized Quality Recording Solutions service provider for at least one year preceding the Commencement Date. Such written documentation will be provided to Quality Recording Solutions before the Commencement Date of this Agreement. If the Client is unable to provide this written documentation, the Client will be required, as a condition of this Agreement, to have such non-qualifying equipment and licensed software certified by Quality Recording Solutions and brought into current standard working condition. The cost for such certification to the Client will be at Quality Recording Solution’s then standard service and material rates. Certification of the equipment and licensed software must be completed prior to the commencement of the Contract Period.

6 Client’s Obligations

Client, Cobb County, agrees:

6.1 to pay the Maintenance Agreement Price as reflected in Addendums 1 and 3 (plus sales tax as applicable) on the later of the Commencement Date of this Agreement or 30 days from the date of Quality Recording Solution’s invoice to the Client to be invoiced and paid as services and equipment requested by the Client are performed or provided to the Client’s satisfaction;

6.2 to operate the Equipment and the Licensed Software in accordance with the operating instructions provided in the manual;

6.3 to allow Quality Recording Solution’s personnel or its authorized third-party representative access to the Equipment and proper facilities to enable Quality Recording Solutions to carry out its obligations;

6.4 not to alter, change, replace, or add anything in or about the Equipment or the Licensed Software or allow anyone (except Quality Recording Solutions or its authorized third-party representative) to do so;

6.5 not to move the Equipment or the Licensed Software without giving Quality Recording Solutions at least 7 days advance notice in writing of the address to which it will be relocated which address must be within 50 miles of the original location specified in Schedule 1 (see Quality Recording Solutions waiver of responsibility for moves not performed by Quality Recording Solutions in 4.3 above); and

6.6 to provide internet access (or telephone line with dial up modem) at the Client’s expense to enable remote diagnostics to be performed on the Equipment and/or Licensed Software by Quality Recording Solutions.

7 Termination

7.1 Quality Recording Solutions may terminate this Contract in the event of a breach of contract by the Client after providing 30 days’ notice and giving the Client a reasonable opportunity no less than 30 days to cure the alleged breach.

7.2 Client may terminate this Contract for Client’s convenience with 30 days’ notice.

7.3 Upon termination of contract, QRS will refund the Client any unused portion of annual payment or payment for any services not yet completed or performed.

8 Entire Agreement. This Contract and the addendums and exhibits hereto constitute the entire subject matter of this Contract and supersedes any prior understanding or agreement between the parties.

9 Assignment. This Contract may not be assigned without the prior written consent of the parties hereto.

10 Severability. In the event that any provision of this Contract shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11 Amendment. This Contract may be amended only in writing executed by the parties hereto.
IN WITNESS WHEREOF, said parties have hereunto set their seals as dated below:

COBB COUNTY, GEORGIA

By: ____________________________ Date: ____________________________
    Michael H. Boyce, Chairman
    Board of Commissioners

ATTEST:

________________________________ Date: ____________________________
County Clerk

APPROVED AS TO FORM:

COUNTY ATTORNEY’S OFFICE

By: ____________________________ Date: ____________________________

CONTRACTOR:

QUALITY RECORDING SOLUTIONS, LLC

________________________________
Authorized Signatory

(SEAL, IF INCORPORATED)

ATTEST:

By: ____________________________ Date: ____________________________
    Corporate Secretary
MAINTENANCE SERVICES ORDER CONFIRMATION

This Order Confirmation is made pursuant to an agreement between QUALITY RECORDING SOLUTIONS, LLC and COBB COUNTY, Document Reference MSA-1:

Client: Cobb County

The Equipment: Model: NexLog740 and as reflected in Addendum 2 attached hereto
Serial Number: TBD

Licensed Software Version: 2.8.4 and all software and licenses as reflected in Addendum 2 attached hereto

Location of Equipment: 140 N Marietta Pkwy
Marietta, GA 30060

Contact Name: Kevin Gardner
Phone: 770-590-5593
Fax: 770-590-5719

Maintenance Service: Standard / Premium (circle or underline appropriate level of service)

<table>
<thead>
<tr>
<th>Maintenance Service Level Options</th>
<th>Coverage Hours</th>
<th>Response Time</th>
<th>On-Site Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>08:00am- 5:00pm (Client local time) Monday to Friday inclusive but excluding Public Holidays</td>
<td>30 Minutes</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Premium</td>
<td>24 hours a day, 7 days a week</td>
<td>30 Minutes</td>
<td>1 Hours</td>
</tr>
</tbody>
</table>

The following definitions apply to the levels of maintenance service listed above:

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client’s report of a potential problem and Quality Recording Solution’s subsequent contact with Client by telephone or other media by a service engineer.

"On Site Support" means the period elapsed during the Coverage Hours from the time of agreement by the Quality Recording Solutions Helpdesk and the Client that on site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.
Schedule of Charges for services not included in the agreement:

<table>
<thead>
<tr>
<th>Labor</th>
<th>Monday through Friday 8am to 5pm</th>
<th>$125.00 per hour – with a 2 Hour Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>Monday through Friday other than 8am to 5pm</td>
<td>$250.00 per hour – with a 2 Hour Minimum</td>
</tr>
<tr>
<td>Sunday and all holidays</td>
<td>Sunday and all holidays</td>
<td>$300.000 per hour – with a 2 Hour Minimum</td>
</tr>
</tbody>
</table>

NOTE: All travel time will be charged at the above rates.

Parts: At current list price - quotations on request

**Contract Period:** Five one-year terms beginning May 15, 2020 and ending May 15, 2025.

**Annual Maintenance Agreement Price:** $45,244.00 (pro-rated for partial years)

**5-year Annual Maintenance Agreement Price:** $180,976.00 (pro-rated annually and for partial years)

The first year Annual Maintenance is included as part of the warranty. Pricing for year 2-5 is listed above. This Maintenance Agreement Pricing is subject to increase upon any renewal that may be accepted by Quality Recording Solutions. If there are hardware or software changes made to the recorder, the service pricing is subject to change the following year upon renewal.

**Equipment Certification Required:** Yes X No

**Equipment Certification Billed to Client:** Inv. No. N/A

**Quality Recording Solutions Contact:** Alex Spencer

**Client Contact:** Kevin Gardner, Cobb County 911 Department

**Client Resources (see Sec. 2.3 “General” of the Agreement):** Network Connection with Internet access for all recording servers to provide for monitoring and remote support.
ADDENDUM 2
SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions (“Supplemental Terms”) are hereby agreed to, made and entered into by and between Cobb County, a political subdivision of the State of Georgia, (hereinafter “Cobb County”), and Quality Recording Solutions, LLC (hereinafter “QRS”, “Vendor” or “Contractor”). These Supplemental Terms and Conditions shall be made an addendum or exhibit to the underlying Contract and shall have the same force and effect as the terms and provisions in the Contract. County and Contractor may be referred to individually as “Party,” or collectively, as “Parties.” The Effective Date of this Contract shall be the date that the last party hereto executes the same (the “Effective Date”).

I. Contract defined.

Subject to the terms and conditions herein, the term “Work” or “Services” means all of the work, services, equipment, software, licenses, materials, and labor to be provided and performed and completed by Contractor under and as reflected in the Contract, Addendum 1 and Addendum 3, and which shall be construed and defined to include all addendums and exhibits thereto. These Supplemental Terms and exhibits hereto shall be made and construed as part of the Contract and shall have the same force and effect as the terms and provisions in the Contract.

II. General Conditions

A. MULTI-YEAR STATUTE. In compliance with the terms of O.C.G.A. § 36-60-13 applicable to multi-year contracts, this Contract shall be deemed to terminate absolutely and without further obligation on the part of County at the close of the calendar year of its execution (“Initial Expiration Date”) and at the close of each succeeding year for which it may be renewed, unless earlier terminated, or renewed as provided herein. Notwithstanding this provision, and as permitted by statute, the Contract will automatically be renewed and extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of each term, unless either party notifies the other in writing of its intent to terminate this Contract. Further, the Contract will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. The Contract does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.
B. **TERMINATION.** The County reserves the right to terminate the Contract for convenience, without cause, with thirty (30) days written notice to the Contractor. The County, by written notice, may terminate this contract, in whole or in part, when it is in the County’s interest. If the Contract is terminated, the County shall be liable only for goods or services delivered or accepted prior to such termination.

C. **LICENSE.**

To the extent that the Contract involves or includes the use or installation of any third-party product or software, the Contractor agrees to obtain County approval from the assigned IS Manager before such product or software is installed.

Furthermore, Contractor warrants and represents that:

i. Contractor agrees to provide a list and description of all products, software and licenses used or installed under the Contract, to include any continued use or maintenance contemplated by the Contract;

ii. Contractor has all licenses and intellectual property rights necessary to install and produce customizations, updates and/or corrections to the products and software;

iii. Contractor is not and will not infringe the intellectual property rights of any third party;

iv. Contractor has the right to and will make any customizations or enhancements to the products and software used in performance of the Contract in accordance with all applicable laws, regulations and industry standards; and

v. Licenses shall be maintained by the Contractor and/or promptly transferred to the County for the continued use of products and software installed under the Contract.

D. **INDEPENDENT CONTRACTOR STATUS / RESPONSIBILITY.** The parties agree that an independent contractor relationship is created by this Contract. The County is interested only in the results to be achieved, and the conduct and the control of the Work will lie solely with the Contractor. Contractor assumes all responsibility for the provision of tools and equipment used in, and the method of, the performance of this Contract. Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, servants, contractors, or subcontractors as an employee, servant, or agent of the County for any purpose. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of the Contract with the Contractor. The Contractor shall not be considered an agent or employee of the County. The County will
not withhold income or other taxes on the fees paid to the Contractor under this Contract and Contractor shall be solely responsible for the payment of all such taxes. The Contractor is not entitled to any of the benefits that the County provides for the County’s employees.

E. REVIEW AND INSPECTION OF WORK. The County may request at any time and the Contractor shall produce progress reports or copies of any Work as performed under this Contract. Refusal by the Contractor to submit progress reports shall be caused to withhold payment to the Contractor until the Contractor complies with the County's request in this regard, or cause for termination of this Contract.

F. CONFIDENTIALITY. Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Contract shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. Contractor acknowledges that the County’s disclosure of documentation is governed by Georgia’s Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

G. WARRANTY. Contractor hereby expressly warrants that the Work to be performed hereunder will be performed in a workmanlike manner, that all Work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Work is provided and as required under the terms of the Contract. Contractor warrants to County that all Services or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party’s intellectual property rights. These warranties survive any delivery, inspection, acceptance, payment or termination of the Contract. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County’s discovery of the noncompliance. If County gives Contractor notice of noncompliance, Contractor shall, at its own cost and expense, promptly replace or repair nonconforming Goods or Services. This paragraph shall be construed as being in addition to any warranty provision in the Contract.
III. Indemnification

3.1 The Contractor covenants and agrees to take and assume all responsibility for the work and services rendered in connection with the Contract. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents and volunteers (the “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, (“Liabilities”) to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the work, services, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Parties, or any of them. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section.

3.2 In any and all claims against Indemnified Parties, or any of them, by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive the expiration or termination of the Contract provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of the Contract.

IV. Examination and Retention of Records

Contractor shall maintain, and the County and its representatives shall have the right to audit, examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the Work or performance of the Contract and similar materials relating to work performed for County under this Contract on file for at least ten (10) years following the date of final payment to the Contractor by County. Contractor shall maintain all books, records, work papers, documents, accounting ledgers, data bases for at least ten (10) years following the date of final payment to the Contractor by County. All records stored on a computer database must be of a format compatible with the County’s. Any duly authorized representative(s) of County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during usual and customary business hours. All original documents, including, but not limited to, reports, plans, work papers, (including electronic copies), documents, data and records developed in connection with the services performed hereunder shall belong to and remain the property of County. Contractor may retain electronic files and reproducible copies of such documents.
V. Insurance

A. General Requirements

At its sole expense, Contractor shall maintain, during the term of this Contract, the following insurance:

(a) workers' compensation insurance as required by law and Employers Liability limits of $1,000,000 per accident;

(b) general liability insurance against all hazards arising from the performance of the services on County's premises, with limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of $1,000,000 per occurrence and in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of $2,000,000 in the aggregate, and including premises/operations, products/completed operations contractual liability independent contractors, and broad-form property damage coverage;

(c) automobile insurance with a limit of liability of $1,000,000 combined single limit per accident and in the aggregate for bodily injury and property damage, including all owned, hired and non-owned vehicles; and

(d) umbrella coverage in the minimum amount of $2,000,000 combined single limits per occurrence.

(e) Contractor shall, upon execution of the Contract, provide County with original certificates of insurance and endorsements to such policies of insurance: (1) evidencing the coverages required hereunder, naming County, its elected officials, officers, employees and volunteers as additional insureds to the extent of Contractor's insurance and indemnification obligations under the Contract; (2) providing that Contractor's insurance coverage shall be primary insurance as respects such additional insureds and any self-insurance of such additional insured shall be in excess of Contractor's insurance and not contribute to it; however the primary and non-contributory nature of Contractor's insurance shall only apply to the extent of County's status as an additional insured; (3) providing that the failure to comply with reporting provisions of the policies shall not affect coverage provided to such additional insureds; and (4) providing each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' (or 10 days’ for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to County, or, as to nonpayment or premium, such minimum notice as is required under Georgia law.

(f) The insurers shall agree under each policy of insurance required by the Contract to waive all rights of subrogation against the insured parties for losses arising from services or work performed by Contractor for County.

B. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

(b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

(e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

C. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of the Contract, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for County.

D. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for County.

E. All Coverages

(i) Notice Requirement. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given.
to County, in care of the Cobb County Information Services, Attn: Project Manager. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability. The insurance to be maintained by Contractor must be issued by a Contractor licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder’s Rating of “A” or better and with a financial rating of Class VII or greater or as otherwise acceptable to Cobb County. All policies shall be subject to approval by the Cobb County Purchasing Department and the Cobb County Attorney’s Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

F. Verification of Coverage

Contractor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated in the Contract, including, but not limited to, naming the Insured Parties as additional insureds.

VII. Subcontracts

Contractor shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by County. Subcontractors must comply with the same insurance requirements as the Contractor. Subcontractors must comply with the requirements of the Georgia Security and Immigration Compliance Act as set forth in this Contract.

VIII. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

Contractor acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 et seq. and Georgia Department of Labor Rule 300- 10-1-.02, and:
A. That affidavit in the form attached to this Amendment as Exhibit "S-1" shall be executed from Contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the Contract and/or subcontracts;

B. That the Contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required in the form attached to this Amendment as Exhibit "S-2" from each subcontractor, regardless of tier, employed or retained for work under the Contract prior to the commencement of any work under the Contract or any subcontract;

C. That Contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" in the form attached to this Amendment as Exhibit "S-3" and that such certification be received by the County prior to the commencement of any work under the Contract or subcontract;

D. That the Contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other contract for hire with any subcontractor(s), regardless of tier;

E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of

F. O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

G. That Contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Contractor to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

H. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Contract) shall constitute a material breach of the Contract and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate Contract the Contract; and

I. That upon notice of a material breach of these provisions Contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Contractor Contract, the requirement that a subcontractor be dismissed from performing work under the Contract, and any and all damages permissible by law.

IX. CONFLICT OF INTEREST AFFIDAVIT.
Contractor agrees, and shall execute an affidavit in the form as attached hereto as Exhibit "S-4" attesting, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for County, that no employee of County, nor any public agency official or employee affected by the Contract has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for County under the Contract.

Should Contractor become aware of any circumstances which may cause a conflict of interest during the term of the Contract, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Contract without liability. County shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest

X. ADDITIONAL TERMS.

A. NON-EXCLUSIVE CONTRACT. This Contract is entered into solely for the convenience of the County, and it in no way precludes the County or any of the County’s departments or agencies from obtaining like services from other vendors.

B. COMPLIANCE WITH STATUTES. Contractor shall comply with all laws, ordinances, rules and regulations of any governmental entity applicable to Contractor’s performance of its obligations under the Contract.

C. PRECEDENCE. The Parties agree that, should these Supplemental Terms be in conflict with any other terms and conditions, including any term or condition in the Contract, the Supplemental Terms shall control.

D. GOVERNING LAW AND VENUE. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Cobb County, Georgia, shall have exclusive jurisdiction to hear any claim between the Contractor and the County in connection with the Contract, and Contractor submits to the jurisdiction and venue of such courts. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

E. SEVERABILITY OF PROVISIONS. If a part or any provision of this Contract shall be invalid or unenforceable under applicable law, said part shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, which shall be interpreted so as to give the greatest effect possible thereto.
F. **DELIVERY OF NOTICES.** All written notices, demands, and other papers or documents to be delivered to the County or the Contractor under this Contract shall be delivered personally, by prepaid registered or certified mail return receipt requested, or by overnight receipted delivery service to the following addresses:

If to Cobb County:

Cobb County Information Services Department  
100 Cherokee Street, Suite 520  
Marietta, Georgia 30090  
Attention: Project Manager or Contract Manager

Cobb County Attorney  
100 Cherokee Street, Suite 350  
Marietta, GA 30090

If to Contractor:

Quality Recording Solutions, LLC  
Attn: Account Manager  
780 Kingridge Drive  
Roswell, Georgia 30075

Any subsequent changes to place or places specified above shall be designated in writing by the Contractor and the County to the other.

G. **CONFLICTING TERMS.** Except where otherwise stated and reflected in these Supplemental Terms, neither the County nor an agency or department shall be bound by any other terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained in the Supplemental Terms and Contract.

H. **WAIVER.** The waiver by either party of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the party’s contradictory to the terms hereof.

I. **ASSIGNMENT.** The Contract is binding on the heirs, successors, and permitted assigns of the parties hereto. The Contract may not be assigned by the County or Contractor without the prior, written consent of the other party.

J. **THIRD PARTY BENEFICIARIES.** Neither party intends to directly benefit a third party by the Contract. The parties agree that no third party shall be entitled to assert a right or claim against either of them based on the Contract.
K. MATERIALITY. The failure to enforce any provision under the Contract or these Supplemental Terms shall not be deemed a waiver of such provision or modification of the Contract or these Supplemental Terms.

L. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state and local laws, codes ordinances, rules and regulations in performing under the Contract.

[ADDENDUM EXHIBITS S-1, S-2, S-3 AND S-4 FOLLOW AND ARE ATTACHED HERETO]
CONTRACTOR AFFIDAVIT & CONTRACT
(EXHIBIT S-1)

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

1. Notify the County within five business days of entering into a contract or Contract for hire with any subcontractor(s);
2. Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/Contract;
3. Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/Contract;
4. Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
5. Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
6. Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

BY: Authorized Officer or Agent Contractor
[Contractor Name]

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE DAY OF___________, 20__

Notary Public Commission Expires: ________

Effective 07-01-2013
SUBCONTRACTOR AFFIDAVIT & CONTRACT
(EXHIBIT S-2)

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 on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or Contract for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/Contract;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/Contract;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number: __________________________
EEV Program Date of Authorization: __________________________

BY: Authorized Officer or Agent
Subcontractor: [Subcontractor Name]

Printed Name: __________________________
Date: __________________________

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE_____DAY OF____________, 20__

Notary Public Commission Expires: ______

Effective 07-01-2013
IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT S-3)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_______________________________________________________________

(Project Name/Description)

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

I further certify to Cobb County, Georgia the following:

● The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
● We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
● If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee’s involvement with the project.
● I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9’s are accurate.
● To the best of my knowledge and belief, all the employees on the above list are legally authorized to work in the United States.
● If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by: ____________________________                          Employer Name & Address: ____________________________

Signature of Officer

______________________________

Printed Name/Title

______________________________

Date: ____________________________

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE _____ DAY OF ____________, 20__

Notary Public
Commission Expires: ______

Effective 07-01-2013
CONFLICT OF INTEREST AFFIDAVIT
(EXHIBIT S-4)

As a duly authorized representative of the firm, I, with the title, certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Contract has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Contractor Name: ________________________________

Authorized Representative Name: ________________________________

Title: ________________________________

Signature: ________________________________

Date: ________________________________

Subscribed and Sworn before me
on this the _____day of ____________, 20______.

______________________________
Notary Public

My Commission Expires: ________________________________
<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>NL740MP</td>
<td>Eventide NexLog740 (Quote No: 2020102B)</td>
<td>$153,386.90</td>
<td>1</td>
<td>$153,386.90</td>
</tr>
<tr>
<td>NL740MBU</td>
<td>Eventide NexLog740 (Quote No: 2020103)</td>
<td>$100,980.95</td>
<td>1</td>
<td>$100,980.95</td>
</tr>
<tr>
<td>NL740BUP</td>
<td>Eventide NexLog740 (Quote No: 2020105B)</td>
<td>$44,217.95</td>
<td>1</td>
<td>$44,217.95</td>
</tr>
<tr>
<td>NL740BUBU</td>
<td>Eventide NexLog740 (Quote No: 2020106)</td>
<td>$36,602.00</td>
<td>1</td>
<td>$36,602.00</td>
</tr>
<tr>
<td>NL740MSCR</td>
<td>Eventide NexLog740 (Quote No: 2020104)</td>
<td>$41,101.80</td>
<td>1</td>
<td>$41,101.80</td>
</tr>
<tr>
<td>EVEAIS</td>
<td>(Quote No: 2020107B)</td>
<td>$23,480.00</td>
<td>2</td>
<td>$46,960.00</td>
</tr>
</tbody>
</table>

**Grand Total** $423,249.60

*Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.*

Accepted By:

Signature:

Name & Title:

Date:
## Hardware/Software Sub-Total

<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>1</td>
<td>$6,475.95</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display &quot;</td>
<td>$1,048.95</td>
<td>1</td>
<td>$1,048.95</td>
</tr>
<tr>
<td>105379</td>
<td>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB storage</td>
<td>$5,013.90</td>
<td>1</td>
<td>$5,013.90</td>
</tr>
<tr>
<td>QRSNAS54</td>
<td>Buffalo TeraStation 5410 Rackmount NAS 32TB (16TB total storage)</td>
<td>$3,225.00</td>
<td>1</td>
<td>$3,225.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>1</td>
<td>$291.60</td>
</tr>
<tr>
<td>271111</td>
<td>NexLog Access Bridge License</td>
<td>$1,611.90</td>
<td>2</td>
<td>$1,611.90</td>
</tr>
<tr>
<td>271083</td>
<td>MediaWorks Plus; Concurrent Access for 8 Users</td>
<td>$1,615.95</td>
<td>1</td>
<td>$1,615.95</td>
</tr>
<tr>
<td>105284-024</td>
<td>24-Channel Analog Card, 24 Ch. Licenses</td>
<td>$4,860.00</td>
<td>3</td>
<td>$14,580.00</td>
</tr>
<tr>
<td>108121</td>
<td>24 port GPIO PCI Card/Cable Kit (non-isolated; 24 inputs)</td>
<td>$643.95</td>
<td>2</td>
<td>$1,287.90</td>
</tr>
<tr>
<td>271141</td>
<td>Eventide Interface license for VIPER 911 IP/SPAN Recording</td>
<td>$2,020.95</td>
<td>1</td>
<td>$2,020.95</td>
</tr>
<tr>
<td>209220</td>
<td>Integration to ASTRO 25 system - Initial ASTRO version - SINGLE AIS</td>
<td>$9,715.95</td>
<td>1</td>
<td>$9,715.95</td>
</tr>
<tr>
<td>271141</td>
<td>Mandatory AIS/SOK license fee: Initial ASTRO 25 Syst. Release (Non-Discount; must be pre-paid )</td>
<td>$49,995.00</td>
<td>1</td>
<td>$49,995.00</td>
</tr>
<tr>
<td>115015</td>
<td>Mandatory Remote Install Prep for P25 or TETRA: (Non-Discountable)</td>
<td>$3,500.00</td>
<td>1</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>324773</td>
<td>DVSI 2-Port USB Decoder Unit (for P25, DMR, TRBO, and NXDN) - Max 8</td>
<td>$2,430.00</td>
<td>5</td>
<td>$12,150.00</td>
</tr>
<tr>
<td>324773</td>
<td>Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)</td>
<td>$720.90</td>
<td>1</td>
<td>$720.90</td>
</tr>
</tbody>
</table>

### Summary

<table>
<thead>
<tr>
<th>Services</th>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT</td>
<td>Installation and Training</td>
<td>$7,450.00</td>
<td>1</td>
<td>$7,450.00</td>
</tr>
</tbody>
</table>

### Services Price

<table>
<thead>
<tr>
<th>Services</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System</td>
<td>$145,811.90</td>
</tr>
<tr>
<td>Services</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>Shipping</td>
<td>$125.00</td>
</tr>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Price**

$153,386.90

---

**Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.**

### Other Conditions of Sale:

- **Quote Expires in 90 Days**

- **Payment terms are net 30 days from invoice / installation**

- **Equipment will be ordered and installed 30 days ARO unless agreed upon otherwise, in which a written letter with requested install date will be required**

- **Price includes one year warranty which covers all parts and 24/7 labor.**

- **Service if needed may be obtained by calling (877) 733-7771 ext. 2, we guarantee support of the proposed product for at least 7 years**

- **Software updates furnished at no charge while under service contract with QRS**

- **Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted**

- **If the end user is not ready for the installation on the agreed upon date, the system will be shipped to the end user and an invoice will be sent for 50% of the total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.**

---

**Accepted By:**

**Name & Title:**

**Date:**
<table>
<thead>
<tr>
<th>Hardware/Software Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>1</td>
<td>$6,475.95</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display *</td>
<td>$1,048.95</td>
<td>1</td>
<td>$1,048.95</td>
</tr>
<tr>
<td>105379</td>
<td>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB storage</td>
<td>$5,013.90</td>
<td>1</td>
<td>$5,013.90</td>
</tr>
<tr>
<td>QRSNAS54</td>
<td>Buffalo TeraStation 5410 Rackmount NAS 32TB (16TB total storage)</td>
<td>$3,225.00</td>
<td>1</td>
<td>$3,225.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>1</td>
<td>$291.60</td>
</tr>
<tr>
<td>105284-024</td>
<td>24-Channel Analog Card, 24 Ch. Licenses</td>
<td>$4,860.00</td>
<td>3</td>
<td>$14,580.00</td>
</tr>
<tr>
<td>108121</td>
<td>24 port GPIO PCI Card/Cable Kit (non-isolated; 24 inputs)</td>
<td>$643.95</td>
<td>2</td>
<td>$1,287.90</td>
</tr>
<tr>
<td>271052</td>
<td>Internal IP Recorder w/ 8 G.711 Ch. Licenses</td>
<td>$3,118.50</td>
<td>1</td>
<td>$3,118.50</td>
</tr>
<tr>
<td>271053</td>
<td>Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses</td>
<td>$1,417.50</td>
<td>14</td>
<td>$19,845.00</td>
</tr>
<tr>
<td>271086</td>
<td>Add-on License Pack to upgrade 8 Licenses of G.711 VoIP to G.729</td>
<td>$587.25</td>
<td>3</td>
<td>$1,761.75</td>
</tr>
<tr>
<td>271139</td>
<td>Eventide Interface license for VIPER 911 IP/SPAN Recording</td>
<td>$2,020.95</td>
<td>1</td>
<td>$2,020.95</td>
</tr>
<tr>
<td>275020</td>
<td>VoIP Protocol, SIP Phones SPAN</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>275021</td>
<td>VoIP Protocol, Eventide AIS Proxy</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>209029</td>
<td>NENA ANI/ALI CAD Spill Integration or SMDR</td>
<td>$2,830.95</td>
<td>1</td>
<td>$2,830.95</td>
</tr>
<tr>
<td>209221</td>
<td>Integration to ASTRO 25 system - Initial ASTRO version - per ADD'L AIS</td>
<td>$2,425.95</td>
<td>1</td>
<td>$2,425.95</td>
</tr>
<tr>
<td>271142</td>
<td>Mandatory Initial System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)</td>
<td>$10,495.00</td>
<td>1</td>
<td>$10,495.00</td>
</tr>
<tr>
<td>115015</td>
<td>Mandatory Remote Install Prep for P25 or TETRA. (Non-Discountable)</td>
<td>$3,500.00</td>
<td>1</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>324720</td>
<td>DVSI 2-Port USB Decoder Unit (for P25, DMR, TRBO, and NXDN) - Max 8</td>
<td>$2,430.00</td>
<td>5</td>
<td>$12,150.00</td>
</tr>
<tr>
<td>324773</td>
<td>Quad Port 100/100 PCIe Network Card (for NexLog 740 only - Max QTY 1)</td>
<td>$720.90</td>
<td>1</td>
<td>$720.90</td>
</tr>
</tbody>
</table>

**Hardware/Software Sub-Total**

$97,405.95

**Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT installation</td>
<td>$3,450.00</td>
<td>1</td>
<td>$3,450.00</td>
</tr>
</tbody>
</table>

**Services Price**

$3,450.00

**Summary**

<table>
<thead>
<tr>
<th>Solution Components</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Price</td>
<td>$97,405.95</td>
</tr>
<tr>
<td>Services Price</td>
<td>$3,450.00</td>
</tr>
<tr>
<td>Shipping</td>
<td>$125.00</td>
</tr>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Price**

$100,980.95

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

**Other Conditions of Sale:**

- Quote Expires in 90 Days
- Installation to be provided by QRS to customer installed RJ21X or 66 Block
- Installation to deliver the necessary audio and data to the recorder prior to installation by QRS. Customer is responsible for configuring the radio system for the interface to the Eventide recorder. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted
- Software updates furnished at no charge while under service contract with QRS
- Equipment will be ordered and installed 30 days ARO unless agreed upon otherwise in written letter with requested install date will be required
- Payment terms are net 30 days from invoice / installation
- If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

**Accepted By:**

**Signature:**

Name & Title:

Date:
## Hardware/Software

<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>1</td>
<td>$6,475.95</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display</td>
<td>$1,048.95</td>
<td>1</td>
<td>$1,048.95</td>
</tr>
<tr>
<td>105379</td>
<td>Upgrade to 4x4TB Hot Swap h/w-RAID1+0 = 8TB storage</td>
<td>$5,013.90</td>
<td>1</td>
<td>$5,013.90</td>
</tr>
<tr>
<td>QRSNAS4</td>
<td>Buffalo TeraStation 1400 Rackmount NAS 16TB (8TB total storage)</td>
<td>$1,172.00</td>
<td>1</td>
<td>$1,172.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>1</td>
<td>$291.60</td>
</tr>
<tr>
<td>271083</td>
<td>MediaWorks Plus: Concurrent Access for 8 Users</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>271111</td>
<td>Eventide MP3 option for MediaWorks PLUS</td>
<td>$157.95</td>
<td>1</td>
<td>$157.95</td>
</tr>
<tr>
<td>115021</td>
<td>Enhanced Reporting Package</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>271167</td>
<td>Pack and Go Feature - For Export of Incident with Player</td>
<td>$400.95</td>
<td>1</td>
<td>$400.95</td>
</tr>
<tr>
<td>105284-024</td>
<td>24-Channel Analog Card, 24 Ch. Licenses</td>
<td>$4,860.00</td>
<td>2</td>
<td>$9,720.00</td>
</tr>
<tr>
<td>271052</td>
<td>Internal IP Recorder w/ 8 G.711 Ch. Licenses</td>
<td>$3,118.50</td>
<td>1</td>
<td>$3,118.50</td>
</tr>
<tr>
<td>271035</td>
<td>Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses</td>
<td>$1,417.50</td>
<td>1</td>
<td>$1,417.50</td>
</tr>
<tr>
<td>271139</td>
<td>Eventide Interface license for VIPER 911 IP/SPAN Recording</td>
<td>$2,020.95</td>
<td>1</td>
<td>$2,020.95</td>
</tr>
<tr>
<td>271171</td>
<td>SMS Recording Enabler for IP channels (for West VIPER, Emergitech)</td>
<td>$1,615.95</td>
<td>1</td>
<td>$1,615.95</td>
</tr>
<tr>
<td>271070</td>
<td>Screen Recording for 1st 5 PCs (Windows)</td>
<td>$2,025.00</td>
<td>1</td>
<td>$2,025.00</td>
</tr>
<tr>
<td>271076</td>
<td>Screen Recording expansion license for 5 PCs (Windows)</td>
<td>$405.00</td>
<td>5</td>
<td>$2,025.00</td>
</tr>
<tr>
<td>209029</td>
<td>ANI/ALI Integration (No Charge for second unit)</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>324773</td>
<td>Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)</td>
<td>$720.90</td>
<td>1</td>
<td>$720.90</td>
</tr>
</tbody>
</table>

### Hardware/Software Sub-Total

$39,642.95

## Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Installation</td>
<td>$4,450.00</td>
<td>1</td>
<td>$4,450.00</td>
</tr>
</tbody>
</table>

### Services Price

$4,450.00

## Summary

### Solution Components

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Price</td>
</tr>
<tr>
<td>Services Price</td>
</tr>
<tr>
<td>Shipping</td>
</tr>
<tr>
<td>Tax</td>
</tr>
</tbody>
</table>

### Total Price

$44,217.95

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

### Other Conditions of Sale:

- Installation to be provided by QRS to customer installed RJ21X or 66 Block.
- Customer is responsible for identifying and locating analog lines within 6 feet of the recorder for connection to QRS provided 66 block. Customer is responsible for programing VoIP/RoIP switch to deliver the necessary audio and data to the recorder prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted.
- Price includes one year warranty which covers all parts and 24/7 labor.
- Service if needed may be obtained by calling (877) 733-7771 ext. 2, we guarantee support of the proposed product for at least 7 years.
- Software updates furnished at no charge while under service contract with QRS.
- Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required.
- Payment terms are net 30 days from invoice / installation.
- If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

### Accepted By:

**Signature:**

**Name & Title:**

**Date:**

---

www.QRSworld.com
<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>1</td>
<td>$6,475.95</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display</td>
<td>$1,048.95</td>
<td>1</td>
<td>$1,048.95</td>
</tr>
<tr>
<td>105379</td>
<td>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB storage</td>
<td>$5,013.90</td>
<td>1</td>
<td>$5,013.90</td>
</tr>
<tr>
<td>QRSNAS4</td>
<td>Buffalo TeraStation 1400 Rackmount NAS 16TB (8TB total storage)</td>
<td>$1,172.00</td>
<td>1</td>
<td>$1,172.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>1</td>
<td>$291.60</td>
</tr>
<tr>
<td>271083</td>
<td>MediaWorks Plus: Concurrent Access for 8 Users</td>
<td>$157.95</td>
<td>1</td>
<td>$157.95</td>
</tr>
<tr>
<td>271111</td>
<td>Eventide MP3 option for MediaWorks PLUS</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>115021</td>
<td>Enhanced Reporting Package</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>271167</td>
<td>Pack and Go Feature - For Export of Incident with Player</td>
<td>$400.95</td>
<td>1</td>
<td>$400.95</td>
</tr>
<tr>
<td>105284-024</td>
<td>24-Channel Analog Card, 24 Ch. Licenses</td>
<td>$4,860.00</td>
<td>2</td>
<td>$9,720.00</td>
</tr>
<tr>
<td>271052</td>
<td>Internal IP Recorder w/ 8 G.711 Ch. Licenses</td>
<td>$3,118.50</td>
<td>1</td>
<td>$3,118.50</td>
</tr>
<tr>
<td>271035</td>
<td>Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses</td>
<td>$1,417.50</td>
<td>1</td>
<td>$1,417.50</td>
</tr>
<tr>
<td>271139</td>
<td>Eventide Interface license for VIPER 911 IP/SPAN Recording</td>
<td>$2,020.95</td>
<td>1</td>
<td>$2,020.95</td>
</tr>
<tr>
<td>209029</td>
<td>ANI/ALI Integration (No Charge for second unit)</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>324773</td>
<td>Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)</td>
<td>$720.90</td>
<td>1</td>
<td>$720.90</td>
</tr>
</tbody>
</table>

**System**

**Hardware/Software Sub-Total**

<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>1</td>
<td>$6,475.95</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display</td>
<td>$1,048.95</td>
<td>1</td>
<td>$1,048.95</td>
</tr>
<tr>
<td>105379</td>
<td>Upgrade to 4 x 4TB Hot Swap h/w-RAID1+0 = 8TB storage</td>
<td>$5,013.90</td>
<td>1</td>
<td>$5,013.90</td>
</tr>
<tr>
<td>QRSNAS4</td>
<td>Buffalo TeraStation 1400 Rackmount NAS 16TB (8TB total storage)</td>
<td>$1,172.00</td>
<td>1</td>
<td>$1,172.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>1</td>
<td>$291.60</td>
</tr>
<tr>
<td>271083</td>
<td>MediaWorks Plus: Concurrent Access for 8 Users</td>
<td>$157.95</td>
<td>1</td>
<td>$157.95</td>
</tr>
<tr>
<td>271111</td>
<td>Eventide MP3 option for MediaWorks PLUS</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>115021</td>
<td>Enhanced Reporting Package</td>
<td>$805.95</td>
<td>1</td>
<td>$805.95</td>
</tr>
<tr>
<td>271167</td>
<td>Pack and Go Feature - For Export of Incident with Player</td>
<td>$400.95</td>
<td>1</td>
<td>$400.95</td>
</tr>
<tr>
<td>105284-024</td>
<td>24-Channel Analog Card, 24 Ch. Licenses</td>
<td>$4,860.00</td>
<td>2</td>
<td>$9,720.00</td>
</tr>
<tr>
<td>271052</td>
<td>Internal IP Recorder w/ 8 G.711 Ch. Licenses</td>
<td>$3,118.50</td>
<td>1</td>
<td>$3,118.50</td>
</tr>
<tr>
<td>271035</td>
<td>Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses</td>
<td>$1,417.50</td>
<td>1</td>
<td>$1,417.50</td>
</tr>
<tr>
<td>271139</td>
<td>Eventide Interface license for VIPER 911 IP/SPAN Recording</td>
<td>$2,020.95</td>
<td>1</td>
<td>$2,020.95</td>
</tr>
<tr>
<td>209029</td>
<td>ANI/ALI Integration (No Charge for second unit)</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>324773</td>
<td>Quad Port 100/1000 PCIe Network Card (for NexLog 740 only - Max QTY 1)</td>
<td>$720.90</td>
<td>1</td>
<td>$720.90</td>
</tr>
</tbody>
</table>

**Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Installation</td>
<td>$2,500.00</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Solution Components</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Price</td>
<td>$33,977.00</td>
</tr>
<tr>
<td>Services Price</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Shipping</td>
<td>$125.00</td>
</tr>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Price**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Price</strong></td>
<td>$36,602.00</td>
</tr>
</tbody>
</table>

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

**Other Conditions of Sale:**

- Quote Expires in 90 Days
- Payment terms are net 30 days from invoice / installation
- Equipment will be ordered and installed 30 days ARO unless agreed upon otherwise, in which a written letter with requested install date will be required
- Payment terms are net 30 days from invoice / installation
- If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

**Accepted By:**

Signature:

Name & Title:

Date:
### Hardware/Software

<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>nexlog740</td>
<td>NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux</td>
<td>$6,475.95</td>
<td>2</td>
<td>$12,951.90</td>
</tr>
<tr>
<td>105301</td>
<td>Integrated 7 Color LCD Touch Screen Display *</td>
<td>$1,048.95</td>
<td>2</td>
<td>$2,097.90</td>
</tr>
<tr>
<td>105378</td>
<td>Upgrade to 4 x 4TB Hot Swap h/w-RAID5 = 12TB storage</td>
<td>$6,190.00</td>
<td>2</td>
<td>$12,380.00</td>
</tr>
<tr>
<td>324430</td>
<td>Rack Mount Slides - 4 Post, 3U (for NexLog 740)</td>
<td>$291.60</td>
<td>2</td>
<td>$583.20</td>
</tr>
<tr>
<td>271083</td>
<td>MediaWorks Plus: Concurrent Access for 8 Users</td>
<td>$805.95</td>
<td>4</td>
<td>$3,223.80</td>
</tr>
<tr>
<td>271070</td>
<td>Screen Recording for 1st 5 PCs (Windows)</td>
<td>$2,025.00</td>
<td>1</td>
<td>$2,025.00</td>
</tr>
<tr>
<td>271076</td>
<td>Screen Recording expansion license for 5 PCs (Windows)</td>
<td>$405.00</td>
<td>13</td>
<td>$5,265.00</td>
</tr>
</tbody>
</table>

#### Hardware/Software Sub-Total

$38,526.80

### Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Installation</td>
<td>$2,450.00</td>
<td>1</td>
<td>$2,450.00</td>
</tr>
</tbody>
</table>

#### Services Price

$2,450.00

### Summary

#### Solution Components

<table>
<thead>
<tr>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Price</td>
</tr>
<tr>
<td>Services Price</td>
</tr>
<tr>
<td>Shipping</td>
</tr>
<tr>
<td>Tax</td>
</tr>
</tbody>
</table>

#### Total Price

$41,101.80

---

*Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.*

**Other Conditions of Sale:**

- **Quote Expires in 90 Days**

- Installation to be provided by QRS to customer installed RJ21X or 66 Block.

- Customer is responsible for identifying and locating analog lines within 6 feet of the recorder for connection to QRS provided 66 block. Customer is responsible for programming VoIP/ReiP switch to deliver the necessary audio and data to the recorder prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted.

- Price includes one year warranty which covers all parts and 24/7 labor.

- Service if needed may be obtained by calling (877) 733-7771 ext. 2, we guarantee support of the proposed product for at least 7 years.

- Software updates furnished at no charge while under service contract with QRS.

- Equipment will be ordered and installed 30 days ARO unless agreed upon otherwise, in which a written letter with requested install date will be required.

- Payment terms are net 30 days from invoice / installation.

- If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

---

**Accepted By:**

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
### Hardware/Software

<table>
<thead>
<tr>
<th>Model No.</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>209222</td>
<td>Integration to ASTRO 25 system - Subsequent ASTRO version - SINGLE AIS</td>
<td>$6,995.00</td>
<td>2</td>
<td>$13,990.00</td>
</tr>
<tr>
<td>209223</td>
<td>Integration to ASTRO 25 system - Subsequent ASTRO version - per ADD'L AIS</td>
<td>$2,995.00</td>
<td>2</td>
<td>$5,990.00</td>
</tr>
<tr>
<td>271143</td>
<td>Mandatory AIS/SDK license fee: subsequent ASTRO 25 Syst. Release (Non-Discount, must be pre-paid)</td>
<td>$9,995.00</td>
<td>2</td>
<td>$19,990.00</td>
</tr>
<tr>
<td>271144</td>
<td>Mandatory subsequent System Release - for same endcustomer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)</td>
<td>$2,995.00</td>
<td>2</td>
<td>$5,990.00</td>
</tr>
</tbody>
</table>

**Hardware/Software Sub-Total**: $45,960.00

### Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>QTY</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT - Installation and Configuration</td>
<td>$500.00</td>
<td>2</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**Services Price**: $1,000.00

### Summary

<table>
<thead>
<tr>
<th>Solution Components</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Price</td>
<td>$45,960.00</td>
</tr>
<tr>
<td>Services Price</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Shipping</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tax</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td>$46,960.00</td>
</tr>
</tbody>
</table>

**Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.**

**Other Conditions of Sale:**

- Installation to be provided by QRS to customer installed RJ21X or 66 Block
- Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 5 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted
- Price includes one year warranty which covers all parts and 24/7 labor
- Service if needed may be obtained by calling (877) 733-7771 ext. 2, we guarantee support of the proposed product for at least 7 years
- Software updates furnished at no charge while under service contract with QRS
- Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required
- Payment terms are net 30 days from invoice / installation
- Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.

**Accepted By:**

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
TO: Dr. Jackie R. McMorris, County Manager
FROM: Tony Hagler, Human Resources Director
DATE: May 12, 2020

PURPOSE
To approve settlement of a workers’ compensation claim on behalf of Joseph Pino.

BACKGROUND
Legal counsel and parties have negotiated a settlement of Joseph Pino's Workers Compensation Claim No. SBWC 2012-021200. Upon approval by the Board of Commissioners, Counsel will draft appropriate documentation consistent with the Board’s direction as presented in the Executive Session on May 11, 2020.

IMPACT STATEMENT
N/A

FUNDING
Funding is available in the Workers’ Compensation Claims Fund.

RECOMMENDATION
The Board of Commissioners approve a settlement of the Workers’ Compensation Claim No. SBWC 2012-021200 on behalf of Joseph Pino; and further authorize the Human Resources Director and the Workers’ Compensation Administrator to execute the necessary settlement documents.

ATTACHMENTS
None
TO: Dr. Jackie R. McMorris, County Manager
FROM: H. William Rowling, Jr., County Attorney
DATE: May 12, 2020

PURPOSE

To authorize settlement of the below identified lawsuit, pursuant to the direction and within the terms as discussed in Executive Session on May 11, 2020, and authorize counsel to prepare and execute any necessary documents for the purpose of settling ongoing litigation.

BACKGROUND

On October 18, 2012, Cobb, Fulton, and DeKalb Counties, filed a complaint against HSBC in the United States District Court for the Northern District of Georgia, DeKalb County et al. v. HSBC N. Am. Holdings, Inc., No. 1:12-CV-03640-ELR, alleging violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq.; on March 21, 2014, Cook County, Illinois filed a complaint against HSBC in the United States District Court for the Northern District of Illinois, County of Cook v. HSBC N. Am. Holdings, Inc., Case No. 1:14-cv-2031, alleging violations of the Fair Housing Act, 42 U.S.C. § 3601 et seq. Legal counsel and the parties have negotiated a global settlement of both of these cases. Counsel will prepare appropriate documentation consistent with the Board’s direction as presented in Executive Session on May 11, 2020.

IMPACT STATEMENT

N/A

FUNDING

Settlement funds will be received and remain in the county’s General Fund until otherwise directed by the Board.

RECOMMENDATION

The Board of Commissioners authorize the settlement of DeKalb County et al. v. HSBC N. Am. Holdings, Inc., No. 1:12-CV-03640-ELR, filed in the United States District Court for the Northern District of Georgia, pursuant to the direction and within the terms discussed in Executive Session on May 11, 2020; and authorize counsel to prepare, and the Chairman to execute, any necessary documents for the purposes of settling the ongoing litigation.
ATTACHMENTS

None