AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
February 27, 2024
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Recognize Senior Executive Assistant, Susan Bartholomew, for completion of the University of Georgia, Carl Vinson Institute of Government, Masters Education Management Development Program. *City Manager, Jessica O'Connor, will address.*

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

2. Receive comments regarding the adoption of the revised official zoning map for the City of Griffin. *Director of Planning & Development, Chad Jacobs will address.*

CONSENT AGENDA

3. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 13, 2024.

4. Consider the purchase of twenty five, 25 KV pole mount transformers in the amount of $31,375.00 and fifteen, 50 KV pole mount transformers in the amount of $25,725.00 for a total of $57,100.00 from Stuart C. Irby Co., low bidder through ECG Joint Purchasing. *Electric Director, Jennifer Freeman, will address.*

5. Consider the purchase of 32 security cameras, 7 network switches, and 4 SIP Intercoms in the amount of $60,051.11 from SHI International, Georgia State Contract, to replace out of lifecycle cameras for the City of Griffin. *Chief Technology Officer, Gibb Cotton, will address.*

6. Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $47,270.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

7. Consider a Purchase Order for repair of Raw Water Pump #6 and repair of the motor for Raw Water Pump #2

at the Flint River Raw Water Pump Station from Goforth Williamson, Inc., Single Source, in the amount of $63,620.00. *Water and Wastewater Director, Brandon Lewis, will address.*

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

8. Consider adoption of the revised official zoning map for the City of Griffin. *Director of Planning & Development, Chad Jacobs will address.*

9. Consider resolution to adopt proposed changes to the City of Griffin Fee Schedule, last updated March 2023. *Finance Director, Deborah Manning-Gilbert, will address.*

10. Consider a resolution approving the standardized form for a Membership Agreement to be utilized at the Griffin Golf Course for annual memberships. *Public Works Director, Mariza Eller, will address.*

11. Consider Memorandum of Agreement between the City of Griffin and The Georgia Environmental Finance Authority for WaterFirst designation. *Director of Water and Wastewater, Brandon Lewis, will address.*

12. Consider membership dues in the amount of $2,000.00 for the I-75 Central Corridor Coalition.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact ***Stephanie Woods at (770) 233-2923 or hr@cityofgriffin.com*** *as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Recognize Senior Executive Assistant, Susan Bartholomew, for completion of the University of Georgia, Carl Vinson Institute of Government, Masters Education Management Development Program. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Mrs. Bartholomew completed 60 hours of coursework and instruction and a required project to fulfill the educational requirements of the Masters Education Management Development Program.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the adoption of the revised official zoning map for the City of Griffin. *Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The current zoning map was adopted in November 2022 and does not reflect recent approved zoning amendments.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Zoning - Signed - 35x35.pdf

CITY OF GRIFFIN ZONING

Griffin
Growing, TOGETHER

N
W E
S

Legend

- Central Business District
- High Density Residential A
- High Density Residential B
- Institutional
- Low Density Residential A
- Low Density Residential B
- Medium Density Residential
- Neighborhood Business District
- Planned Commercial District
- Planned Industrial District
- Planned Residential District

This is to certify that this Official Zoning Map supersedes and replaces any other Official Zoning Map adopted prior to date authorized by the Chairman of the Board of Commissioners, as part of the City of Griffin Code of Ordinances and Unified Development Code.

This _____ Day of _____, 2024

Signed: _____ Douglas S. Hollberg, Mayor

Attest: _____ Jessica W. O'Connor, Secretary

Griffin GIS Department

1 inch = 1,000 feet

0 1,000 2,000 3,000 4,000 5,000 6,000 7,000 8,000 9,000 Feet

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 13, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
02-13-2024 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, FEBRUARY 13, 2024

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Ward participated via Zoom.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Wright
Invocation .....Dr. Cleopatrick Lacy

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Murray carried 7-0.

SPECIAL ORDERS OF BUSINESS

1. Consider a revision to the Board's Citizen Comments policy to establish a time limit of three (3) minutes per speaker and to make it a practice to strictly enforce the same on all speakers. *City Attorney Drew Whalen will address.*

   Motion/second to approve a revision to the Board's Citizen Comments policy to establish a time limit of three (3) minutes per speaker and to make it a practice to strictly enforce the same on all speakers, effective February 13, 2024, by Commissioners Murray/Tinsley carried 7-0.

2. Consider the recommended action by the Board of Ethics designated to review the Complaint filed by Marie Marsden against City Manager Jessica O'Connor. The Board, in its written report, dated February 9, 2024, recommended dismissal of the Complaint. Code of Griffin, Georgia, §2-85(b) states "The Commission may consider the findings and recommendation(s) of the [Ethics] Board and shall be the body to take final action. The written report, as unanimously approved by all members of the Ethics Board, is attached. *City Attorney, Drew Whalen, will present for procedures only.*

   Motion/second to dismiss the Ethics complaint filed by Marie Marsden against City Manager, Jessica O'Connor by Commissioners Tinsley/Murray carried 7-0.

PRESENTATIONS AND DELEGATIONS

3. Recognize Karen Bennett, Tax and License Administrator & Camera Ready Liaison, as the January 2024 Strongest Link in the Chain award recipient. *Communications and Public Relations Coordinator, Danielle Hancock, will address.*

   Ms. Hancock addressed the Commissioners noting she is honored to announce Karen Bennett as the January 2024 Strongest Link in the Chain. Ms. Bennett is the City's camera-ready liaison, as well as the tax, license, and permits administrator. She is also a member of the internal communications committee and the employee advisory committee. Ms. Bennett was instrumental in the renovation of the lobby in Customer Service, making it more welcoming for our citizens. As a member of the Employee Advisory Committee, she played a significant role in hosting the first Employee Christmas gathering for all 450 employees.

   Ms. Bennett thanked Ms. Hancock for her kind words, and noted that Ms. Hancock adds so much to our community. Ms. Bennett recognized those who worked alongside her to make the revitalization of the customer service lobby a success. She stated there are two special tables in the Customer Service lobby that were crafted from an oak tree that fell during the tornado event in January 2023. She invited the Commissioners and the community to visit the lobby and view the tables and the plaques which relate the significance of the tables. Ms. Bennett stated the tables signify the restoration of the city after the storm, and the way that all came together to help each other in the aftermath. She concluded her remarks by stating that she and her husband, Nathan, are blessed to serve the City and community.

4. Presentation of Proclamation declaring February to be Black History Month.

   Mayor Hollberg asked Dr. Cleopatrick Lacy to join him at the podium and read and presented the 2024 Black History Month proclamation to Dr. Lacy. Dr. Lacy thanked God for being in Griffin since 1977, and he noted that in 2024, he will celebrate 46 years as pastor at Mt. Zion Baptist Church. He stated he and his wife love Griffin, and will stay here after his retirement.

5. Presentation of proclamation declaring February 16, 2024 to be Arbor Day 2024 in Griffin, Georgia.

   Mayor read the proclamation for Arbor Day. Members of the Environmental Council, Alexa Robinson, Gibb Cotton, Frank Harris, Alexander Hope and Antoinette Jackson received the proclamation. Ms. Robinson thanked the Commissioners for recognizing Arbor Day. We have 600 trees to give away, and Ms. Robinson noted that this is Griffin's 32nd Year as a Tree City.

6. Review financial reports for December 2023. *Finance Director, Deborah Manning-Gilbert will address.*

   Finance Director, Deborah Manning-Gilbert, addressed the Board. As of December 31, 2023, mid-way through the fiscal year, revenues are $71.2 million which is 52% of projections, expenses are $63.2 million which is 38.2% of projections, LOST collections are $2,807,942 which is 53% of projections and TSPLOST collections are $2,336,710 which is 62% of projections.

   There were no questions from the Commissioners.

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

Yoshunda Jones, no address given, stated effected superiority and hypocrisy are the words for today, noting she finds it particularly hypocritical to have a Black History month proclamation after a vote to suppress the voices of the citizens. The policy wasn't reviewed when someone threw around the "N" word, but now, all of a sudden, comments have been condensed to three minutes. We have two different Griffins. In comments made in a publication, an elected official stated some want to abuse the system when it comes to paying utility bills, leaving other tax payers to foot utility bills. This same official does not make the same effort for a "friend" with a large utility bill as someone this official does not know with a large utility bill. This will not be business as usual. She will continue to express her grievances with local government.

Tina Marie Marsden, Kentucky Avenue, Griffin, stated she is speaking about the Code of Ethics. In her continuing efforts to address reasonable ADA accommodations to the City's policies and procedures for power dependent customers, she spoke at the September 26, 2023 commission meeting to address the life support customer distinction. On September 27, 2023, she received an email from Ms. O'Connor at 8:01 a.m. in which Ms. O'Connor states Ms. Marsden has made it clear she is displeased with non-public responses, and Ms. O'Connor further states she will not be providing email responses going forward. According to Ms. Marsden, Ms. O'Connor informed her of the method of filing a formal complaint against the City or any official of the City. Ms. Marsden continued that, as suggested, she filed a complaint citing the applicable ethics ordinance by section and subsections. Of the six subsections cited, the City determined five were aspirational and would not serve as the basis of an alleged violation under the ordinance. The City is saying that its intent is for its employees and officials to strive to conduct themselves with integrity, refrain from reacting and treat the public with courtesy, impartiality and equality, but if they fail to do so, the City can not and will not hold those officials accountable for violating particular sections of the Code of Ethics. Ms. Marsden stated her opinion that this is setting a dangerous precedent, and since the City has made it clear that it will not hold its officials

accountable, she will be forwarding additional complaints to appropriate state and federal agencies.

Sharon King, 143 Cumberland Road, Griffin, read an email she sent to the Commissioners expressing her opinion that there should not be a three-minute time limit on citizen comments. Limiting speech limits the ability to listen. Constiutents have the right to speak and hold elected officials accountable. This rule will create intimidations for constituents, and it will not silence nor derail any of those that this limit is targeting. Ms. King continued that the commissioners are limiting comments because they are uncomfortable. She noted as an advocate, she encourages constituents to attend meetings and speak regarding issues, but with the three minute time limit in place, constitutents have a difficult time relating complex issues.

Robert Sullins, 1133 Pine Valley Road, Griffin, stated there has been overflow of sewage in his back yard again, and added that there was a spill in the front of his property during the rain event on Monday, February 12. He restated his request that a moratorium be put on additional structures on the Potato Creek Basin. Mr. Sullins expressed his frustration with the ongoing issue.

CONSENT AGENDA

7. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on January 23, 2024.

8. Consider a consent agreement to assign the current City of Griffin contract with Pure Technologies U.S. Inc., dba Wachs Water Services to Xylem Dewatering Solutions Inc. ("XDS") for continued services related to the on-going water hydrant and valve maintenance program. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider a Statement of Work from KCI Technologies under Master Services Agreement for assistance with the GEFA required State Environmental Review Process in the amount of $37,100.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

10. Consider an agreement with Adobe, Inc. for a value incentive plan Large Government Agency to migrate Griffin's Adobe Cloud licenses to the Georgia State Master Agreement for additional costs savings. *Chief Technology Officer, Gibb Cotton will address*.

Motion/second to approve the Consent Agenda by Commissioners Tinsley/Murray carried 7-0.

REGULAR AGENDA

The Regular Agenda includes items that the Commission will individually consider and on which they will possibly take action.

11. Consider resolution to adopt the City of Griffin 2024-2044 Comprehensive Plan update. *Director of Planning & Development, Chad Jacobs will address.*

Motion/second to approve a ***resolution to adopt the City of Griffin 2024-2044 Comprehensive Plan update by Commissioners Murray/Wright carried 7-0.***

12. Consider a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $9,600.00 for a Topographic/As-Built Survey, Construction Documents, and Cost Estimate for the T-Mobile Grant for a playground behind the Griffin Regional Welcome Center on W. Broad Street. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a Task Order Form to the Master Services Agreement between the City of Griffin and Paragon Consulting Group in the amount of $9,600.00 for a Topographic/As-Built Survey, Construction Documents, and Cost Estimate for the T-Mobile Grant for a playground behind the Griffin Regional Welcome Center on W. Broad Street by Commissioners Murray/Tinsley carried 7-0.

13. Consider a Resolution approving the standardized form for a School Team Agreement to be utilized at the Griffin Golf Course for school team golf play. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve a Resolution approving the standardized form for a School Team Agreement to be utilized at the Griffin Golf Course for school team golf play by Commissioners Murray/McCord carried 7-0.

14. Consider acceptance of the terms and conditions required to receive funds from the 2020 Project Safe Neighborhoods Grant funded by the Department of Justice in the amount of $15,000.00. *Assistant Police Chief, Homer Daniel, will address.*

    Motion/second to accept the terms and conditions required to receive funds from the 2020 Project Safe Neighborhoods Grant funded by the Department of Justice in the amount of $15,000.00 by Commissioners Tinsley/Murray carried 7-0.

15. Consider a Purchase Order for a 75 HP Aqua-Jet Aerator for the Shoal Creek WWTP from Aqua-Aerobic Systems, Inc., Single Source, in the amount of $49,158.00, and amend the budget accordingly. *Water and Wastewater Director, Brandon Lewis, will address.*

    Motion/second to approve a Purchase Order for a 75 HP Aqua-Jet Aerator for the Shoal Creek WWTP from Aqua-Aerobic Systems, Inc., Single Source, in the amount of $49,158.00, and amend the budget accordingly by Commissioners Murray/Wright carried 7-0.

16. Consider a Resolution adopting an increase in Landfill and Transfer Station rates. *Director of Solid Waste Todd Ennis will address.*

    Motion/second to approve a Resolution adopting an increase in Landfill and Transfer Station rates by Commissioners Murray/Tinsley carried 7-0.

17. Consider a claim for personal injury on behalf of William White, Jr., based upon Ante Litem notice dated December 18, 2023 from the Law Offices of Julian Sanders & Associates, LLC. *City Attorney Drew Whalen will address.*

    Motion/second to deny a claim for personal injury on behalf of William White, Jr., based upon Ante Litem notice dated December 18, 2023 from the Law Offices of Julian Sanders & Associates by Commissioners Murray/Wright carried 7-0.

18. Consider an intergovernmental agreement between Spalding County and the City of Griffin for any required local funding related to the relocation of S.R. 155 and authorize payment to Spalding County in the amount of $98,956.69 for half of the non-reimbursable expenses already expended by Spalding County related to same. *City Manager, Jessica W. O'Connor, will address.*

    Motion/second to approve an intergovernmental agreement between Spalding County and the City of Griffin for any required local funding related to the relocation of S.R. 155 and authorize payment to Spalding County in the amount of $98,956.69 for half of the non-reimbursable expenses already expended by Spalding County related to same by Commissioners Murray/McCord carried 7-0.

19. Commissioners Ward, Murray and Wright to appoint members to the City Board of Ethics per Ordinance in the Code of Griffin at Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

    Appointed by Commissioner Ward: Pamela Sutton
    Appointed by Commissioner Murray: Janice Wallace
    Appointed by Commissioner Wright: Misty Casarez

20. Commissioners to appoint one member to fill the two-year, unexpired term of Denatras Silas who resigned his position on the Griffin Environmental Council on January 17, 2024. The term of the appointment will expire on 12/31/2025.

    Mayor Hollberg nominated Antoinette Jackson.

Motion/second to close nominations by Commissioners Murray/Tinsley carried 7-0.
Appointed: Antoinette Jackson

21. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property, pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

    Motion/second at 6:49 p.m. to enter Executive Session by Commissioners Tinsley/Murray carried 7-0.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

1. Thank you and congratulations to Karen Bennett.
2. Congratulations to Dr. Lacy.
3. The GMA District 4 Spring Listening Session will be April 15 at 11:30 in Woodbury. Lunch will be provided at no cost, but we must RSVP. Please let Ms. Bartholomew know if you are attending.
4. The Archway retreat has been cancelled for Thursday and Friday.
5. There is $12 million dollars available to Griffin and Spalding County through CDBG Disaster Recovery. The action plan has to be resubmitted to HUD in nine days. This is all new to Staff, so we do not have many answers right now, but we are working diligently so that the citizens of the City can receive its share of these funds.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

Ward: Commissioner Ward thanked Dr. Lacy for all he has done in our community. He is an inspiration to us all. She also stated she had to miss the ceremony for the street renaming in honor of Haskell Ward, noting that this is near and dear to her heart.

Curtis: Commissioner Curtis congratulated Dr. Lacy and Ms. Bennett.

Murray: Commissioner Murray thanked all for attending. She also congratulated Dr. Lacy and Ms. Bennett.

Wright: Commissioner Wright thanked all for coming and added his congratulations to Dr. Lacy and Ms. Bennett.

Tinsley: Commissioner Tinsley congratulated Dr. Lacy, noting Dr. Lacy is his constituent and neighbor.

McCord: Commissioner McCord congratulated Dr. Lacy, stating that Dr. Lacy is very dear to him as he married Commissioner McCord and his wife. He thanked Staff and commissioners for the Haskell Ward renaming ceremony today, with special thanks to Ms. Hancock and Ms. Robinson. Mr. Ward and wife attended.

Commissioner McCord congratulated Ms. Bennett, and applauded her recognition of all those that worked to make the Customer Service lobby freshen happen. He stated he likes this as he always strives to be a team player.

Hollberg: Mayor Hollberg thanked Dr. Lacy for being a mentor and friend for many years.

ADJOURN

Motion/second to re-enter Open Meeting at 7:24 p.m. by Commissioners Murray/Curtis carried 6-0.

Motion/second to adjourn at 7:24 p.m. by Commissioners Wright/Murray carried 6-0.

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of twenty five, 25 KV pole mount transformers in the amount of $31,375.00 and fifteen, 50 KV pole mount transformers in the amount of $25,725.00 for a total of $57,100.00 from Stuart C. Irby Co., low bidder through ECG Joint Purchasing. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the transformers is to replenish electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

25- 25 KV 7200v 120/240 pole mount transformers: $31,375
15- 50 KV 7200v 120/240 pole mount transformers: $25,725
Total $ 57,100 budgeted in FY24 budget

Submitted By:
Jennifer Freeman

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Joint_Purchasing_ECG.pdf
Quote-Stuart C. Irby- 15 and 25 KV Pole Mount Transformers- BOC 2-27-14.pdf
PO-Stuart C. Irby-15 and 25 KV pole mount transformers -BOC 2-27-24.pdf

IPC Amendment #3

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing ("JP") Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG's JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the "JP Participants") based upon allocating Fiscal Year Costs to all JP Participants equally. Over and under recoveries related to such Service shall be allocated on the same basis.

Quotation

irby
A Sonepar Company

STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
02/08/24	S013884072

REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:
CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30223

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL ST
GRIFFIN, GA 30223-1930
770-229-6406

ORDERED BY: JOHN PIERCE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
129347			Jordan D Fernie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto		02/08/24	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
25EA		1	*GE QAOP104 (5501AB0025) 25KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- ITEM IS IN STOCK, SUBJECT TO PRIOR SALE ---	1255.000EA	31375.00
15EA		2	*GE QAOP106 (5501AB0050) 50KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH --- ITEM IS IN STOCK, SUBJECT TO PRIOR SALE ---	1715.000EA	25725.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	57100.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	57100.00

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

Griffin
CREATED TOGETHER

City of Griffin, Georgia SH 2/9/24
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/9/24

FY24 Purchase Order No.

Bid/Quote No. SO13884072

Vendor No. # 3390

Vendor Name & Address
Stuart C. Irby Co.
1060-D Triad Ct.
Marietta, GA 30062

thorton@irby.com
Ph: 770-422-1005 Fax: 770-427-8455

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Electric Line Construction
1010 N. Hill Street
Griffin, GA 30223

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
25KV Pole Mt Transformers120/240-7200V Our P/N 22-004	510 - 0000 - 11 - 3603 - 0000	25	EA	1,255.000	31,375.00
50KV Pole Mt Transformers-120/240-7200V Our P/N 22-005	510 - 0000 - 11 - 3603 - 0000	15	EA	1,715.000	25,725.00
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: ECG Joint Use Purchasing-For Inventory Stock

Totals: $ $ 57,100.00

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

COG USE ONLY
Electric [illegible] 2/9/24
Dept / Requestor / Date — Purchasing / Date

VBW 2/9/24
Department Mgr / Date

Deborah M Gilbert 2-9-24
Finance Director / Date

Copy emailed to Supplier ☐ Supplier Notified

City Manager / Date

BOARD / Date

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of 32 security cameras, 7 network switches, and 4 SIP Intercoms in the amount of $60,051.11 from SHI International, Georgia State Contract, to replace out of lifecycle cameras for the City of Griffin. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has an aging security camera infrastructure in need of replacement. These cameras will be used to enhance security in One Griffin Center as well as surrounding remote sites. The purchase will be made through Georgia State Contract: Networking Equipment and IT Infrastructure Products, Contract #: 99999-SPD-T20120501-0006.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budget includes $60,051.11 for the replacement and upgrade of the security camera system and network switches.

Submitted By:
Gibb Cotton

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GA STATE CONTRACT GA_Networking_Equipment_IT_Infrastructure_Products_Contract_99999-SPD-T20120501-0006.pdf
SHI Quote-24429363.pdf
SHI.pdf

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Networking Equipment and IT Infrastructure Products	eRFP 99999-SPD0000071	99999-SPD-T20120501-0006

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Cisco Systems, Inc.
(hereafter called Contractor)

2. Contract to Begin: **June 1, 2012** | Date of Completion: **May 31, 2013** | Renewals: **4**

3. Performance Bond, if any: **Not Applicable** | Other Bonds, if any: **Not Applicable**

4. Authorized Person to Receive Contract Notices for Agency: **Janet Pytelewski** | Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Software, Products and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Cisco Systems, Inc.

By *(Authorized Signature)* [signature] | Date Signed: JUNE 12, 2012

Printed Name and Title of Person Signing
Brian Fukuhara
Vice President Finance

Address

7.

Agency

Agency Name
Georgia Department of Administrative Services

By *(Authorized Signature)* [signature] | Date Signed: June 20, 2012

Printed Name and Title of Person Signing
Leslie Rowe, Assistant Commissioner - State Purchasing Div.

Address
200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

APPROVED BY LEGAL

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Software, Products and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.

(iii) "**Contract**" or "**Statewide Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) "**Contractor**" means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.

(v) "**Purchase Instrument**" means the documentation issued by the User Agencies to the Contractor or one of its authorized resellers for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies as long as such requirements are not in conflict with the terms of this Statewide Contract and/or are mutually agreed to by the parties in writing. **Services** means one or more of the services options as determined by RFX scope and selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions

(vi) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) "**RFX**" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.

(viii) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(ix) "**Statewide Contract Form**" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the

Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract. For clarity, User Agency also includes Department of Administrative Services of the State of Georgia when DOAS issues a Purchase Instrument

2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the software, products and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency. Contractor's products are not required to be certified as Security Content Automation Protocol Validated (SCAP) Products under NIST SCAP Validation program [http://scap.nist.gov/validation/] as noted in Attachment G to the RFX.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's or the State's forms, invoices or payment documents shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports as included in Exhibit B to this Contract. In addition, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency. This Section supercedes RFX reporting requirements as outlined in Section 3.1 of Attachment A to the RFX. In addition, Section 3.3 (Virtual Catalog) of Attachment A to the RFX shall be deleted in its entirety.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions herein. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. However, User Agenc(ies) shall pay for any services rendered or software and/or products received.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, the parties shall remain obligated to terms of the Statewide Contract, unless otherwise mutually agreed.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified software, products and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall use reasonable efforts to provide all software, products, services, and other deliverables in compliance with the terms of the Statewide Contract.

2. **Software Licenses.** Contractor shall provide software licenses in compliance with the terms of this Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a license to the software and accompanying documentation in accordance with the terms of the applicable Contractor End User License Agreement (EULA).

   Contractor's End User Licenses and/or service usage terms are available at the below sites:

   1) Cisco: http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html
   2) WebEx: http://www.webex.com/terms-of-service.html
   3) Ironport: http://www.cisco.com/web/about/doing_business/legal/service_descriptions/related.html

These End User License terms shall govern User Agencies' use of the software except as follows: 1) Governing law shall be per the terms of this Statewide Contract, 2) User Agency may transfer the software per Contractor's Software Transfer and Re-licensing Policy located at: http://www.cisco.com/en/US/prod/cisco_software_transfer_relicensing_policy.html and 3) Contractor shall pay for any audit's Contractor initiates.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;

(ii) Create derivative works based on the software;

(iii) Reverse engineer, disassemble, or decompile the software; or

(iv) Remove any identification or notices contained on the software.

4. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

5. **Delivery and Acceptance.** Software and products shall be made available either by online download or shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered to the User Agency. All items shall be subject to inspection on delivery.

(i) Fixed Pricing Services. Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the statement of work mutually agreed to by the parties and as attached to the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.

(ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports to the User Agency on a basis agreed to by the parties.

(iii) Acceptance Process. Acceptance of Services, where applicable, shall be as outlined in the Statement of Work covering such Services. Acceptance is not applicable to Contractor's Subscription-based services.

(iv) Product. Unless otherwise agreed in writing between Contractor and a User Agency, acceptance of product will occur no more than thirty (30) days after delivery of product to the User Agency address specified on the order document. User Agency's failure to provide notice to Contractor of acceptance or rejection within that thirty (30) day period shall be automatically deemed to be acceptance as of the thirtieth day after delivery.

6. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide software, products and services similar to the software, products and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar software, products and services from other contractors.

7. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are 1) firm and fixed 2) not subject to variation and 3) are off Cisco's then-current list price. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. Taxes, if any, are not included in the pricing / discounts. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies. In Section 3.5 d. (Late Payment Fee) of Attachment A to the RFX the interest on the overdue Fees shall be restated to be at a rate of five percent (5%) per annum (not 18% as stated in such RFX section).

2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, individual invoices for the software, products and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments.

   Product Payment Terms: Payment terms shall be either fifteen (15) days from acceptance date or thirty (30) days date of invoice for those order(s) or portions thereof not requiring acceptance. All payments shall be made in US Dollars. If at any time User Agency is delinquent in the payment of any invoice, or is otherwise in breach of this Statewide Contract, Contractor may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order. User Agencies shall pay all approved invoices per the terms of this Section and in accordance with applicable provisions of State law.
   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

   Service Payment Terms: Payment terms shall be either fifteen (15) days from the date of acceptance or thirty (30) days from date of invoice for those order(s) or portions thereof not requiring acceptance. Unless otherwise agreed by Contractor, all payments shall be made in US Dollars. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any Cisco Advanced Services Transactional order (SOW-based order) or 2) Reseller professional services order either of which is $250,000.00 or more. User Agency shall release the Retainage to Contractor or Reseller only upon final and complete delivery of all services and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **RESERVED**

5. **RESERVED**

6. **Leasing/Financing.** Under the scope of this RFX, Contractor is offering Leasing/Financing arrangements via separate legal entities. Contractor has not agreed to Agency's leasing/financing documents as included in RFX. Any leasing/financing documents will be negotiated between the User Agency and Contractor's Leasing/Financing partner.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective (a) immediately upon providing advance written notice if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice if Contractor fails to cure such breach within such thirty (30) day period:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

b. Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

c. The Contractor fails to comply with confidentiality laws or provisions; and/or

d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

a. The Contractor is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

(iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the reasonable period of time specified in the Agency's written notice to the Contractor, such period of time not less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice and the parties do not otherwise agree to an extension of the time period, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute software, products and/or services from another source; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

(i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.

(ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the termination date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and, if requested in writing by the User Agency, proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon the termination date provided in the written notice of termination, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

   (ii) Immediately cease using and, if so requested in writing, return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

   (iii) RESERVED

   (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   (v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor, unless such payment was made for pre-paid subscription services.

5. Upon termination of the Contract, User Agency shall pay Contractor for all services performed and/or products received at the agreed upon prices, fees and expense reimbursement rates. If User Agency disputes the performance of services or receipt of products for which payment is due Contractor, then User Agency and Contractor shall in good faith resolve such dispute within thirty (30) days after Contract termination.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data.

State / User Agency and Contractor agree that in connection with this Statewide Contract and their relationship, they may obtain Confidential Information. **"Confidential Information"** means proprietary and confidential Information received by Cisco or Customer in connection with this Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Statewide Contract, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Contractor shall be authorized to disclose State / User Agency's Confidential Information to contractors or employees of a Contractor entity who have a legitimate business need to have access to such information. The receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Statewide Contract. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Statewide Contract; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency.

Unless such information is disclosed by the Agency and/or User Agencies pursuant to statutory requirement or a valid order issued by a court or government agency, neither party shall disclose, advertise, or publish the terms and conditions of this Statewide Contract without the prior written consent of the other party. Any press release or publication regarding this Statewide Contract is subject to prior review and written approval of the parties.

The terms of this Section are subject to the State of Georgia Open Records Law and State Purchasing Guidelines.

2. **Survives Termination.** The receiving party's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract for five (5) years after such termination.

G. INDEMNIFICATION

1. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

1.1. Claims. Subject to the approval of the Attorney General, Contractor will defend any claim against State that a Product infringes third party patents or copyrights (**"Claim"**) and will indemnify State against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim, provided that State:

(a) Promptly notifies Contractor in writing of the Claim; and

(b) Cooperates with Contractor in the defense of the Claim, and grants Contractor full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

1.2. Additional Remedies. If a Claim is made or appears likely, State agrees to permit Contractor to procure for State the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then State will

return the Product and Contractor will refund State's remaining net book value of the Product calculated according to generally accepted accounting principles.

1.3. Exclusions. Contractor has no obligation for any Claim based on:

(a) compliance with any designs, specifications, or instructions provided by State or a third party on State's behalf;

(b) modification of a Product by State or a third party;

(c) the amount or duration of use which State makes of the Product, revenue earned by State from services it provides that use the Product, or services offered by State to external or internal States; or

(d) combination, operation, or use of a Product with non-Contractor products, software or business processes.

Sole and Exclusive Remedy. This Section G. states Contractor's entire obligation and State's exclusive remedy regarding any claims for intellectual property infringement.

2. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor.

3. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund.

4. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required in Exhibit A. This Section supersedes Section 3.6 (Standard Insurance Requirements) of Attachment A to the RFX.

I. RESERVED

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

   a. Products. The warranties for the Products may be found at the following URL:http://www.cisco.com/go/warranty.

   b. Notwithstanding any other term of this Statewide Contract, Contractor's sole and exclusive warranty and obligations are set forth in Contractor's Limited Warranty Statement delivered with the Product.

   c. Services. All Services provided hereunder shall be performed in a workmanlike manner. User Agency shall notify Contractor promptly of any claimed breach of this Services warranty. User Agency's sole and exclusive remedy for any breach of warranty shall be, at Contractor's option, re-performance of the Services or termination of the applicable Equipment List or SOW, and return of the portion of the fees paid to Contractor by User Agency for such non-conforming Services.

   d. Restrictions. The limited warranties referenced in this Section do not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Contractor, (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated; (d) is acquired by Agency for beta, evaluation, testing, demonstration purposes or other circumstances for which Contractor does not receive a payment of a purchase price or license fee. The limited warranties referenced in this Section also do not apply to any software or hardware that may be offered for sale on the Price List in the name of a third party.

   DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

2. **Warranty – Nonconforming Software, Products or Services** Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract. Except as provided in Cisco's warranty statements, Cisco does not accept returns unless (i) Cisco shipped a product other than as specified in the Purchase Order, (ii) such Product is unopened, and (iii) the Product is returned in accordance with Cisco's then current RMA policy and procedures.

3. **RESERVED**

4. **RESERVED**

5. **RESERVED**

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. Notwithstanding any other provision of this Statewide Contract, nothing in this Statewide Contract authorizes Agency to waive User Agencies rights to cover or seek substitute performance for defective performance which remains uncured by Contractor's standard warranty obligations and Agency specifically denies having waived such User Agencies rights; provided, however, nothing in this Statewide Contract prohibits Contractor from obtaining such waiver from individual User Agencies.

8. **Title to Property.** The Contractor represents that title to any property assigned, conveyed or licensed to the State is good and that, to the best of Contractor's knowledge, transfer of title to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. This Section is not a warranty of title. Title to any supplies, materials, or equipment shall transfer to the User Agencies upon delivery.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the applicable specifications provided with the software and/or products.

10. **Contractor's Personnel and Staffing.** All persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements, provided to Contractor and/or its Subcontractor in advance and in writing, of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all applicable professional licenses required to perform the services.

11. **State Security.** Contractor's regular employees, vendors, contractors, partners and temporary workers issued a Contractor badge undergo (prior to badge issuance) a criminal background check that includes criminal conviction history (misdemeanor and felony convictions covering a minimum of 7 years), At User Agency's request and expense, User Agency may require that an additional criminal background investigation be made of any and all Contractor personnel utilized to provide services to such User Agency. If such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the User Agency, then the User Agency may request that such Contractor personnel no longer provide services to the User Agency. Agency and User Agency understands that Contractor personnel have the option to refuse being subjected to the criminal background investigation. The sole recourse for such refusal is removal from providing services for the Agency and/or User Agency. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor shall

provide notice to Agency of the changed status (once Contractor becomes aware) of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship. This Section supersedes any Contractor and/or its subcontractor background requirements contained in the RFX to include Attachment C to the RFX.

12. **Use of State Vehicles.** No State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

13. The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs (such as each of these provisions rising to a level of a warranty unless otherwise stated).

K. RESERVED.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The parties, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

   Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. The parties shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

   (i) Local license or permit requirements;

(ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and

(iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards 1) in effect during the performance of the Statewide Contract and 2) provided to the Contractor in advance and in writing, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.**

    Contractor has the right to utilize alternate fulfillment partners, including value added resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]" or "Subcontractors") as fulfillment agents under this Statewide Contract, e.g., for direct order taking, processing, fulfillment or provisioning.

    Subject to approval of the Agency, Resellers may be added at any time during the term of this Statewide Contract at the sole discretion of Contractor, with a minimum of five (5) Resellers and no set maximum number of Resellers who may be used, subject to the approval of the State. Contractor, in its sole discretion, is not required to add and may delete upon thirty (30)

days written notice any Reseller who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for each approved Reseller shall be separately set forth at the Contractor's website, which will be updated from time to time by Contractor during the term of this Statewide Contract.

User Agencies may place orders directly only through these Resellers on approved products and services. The order process shall be as agreed between the User Agency and the Resellers. Only those Resellers approved and listed during the term of this Statewide Contract at Contractor's website are authorized to directly receive Purchase Orders, invoice User Agencies, and receive payment from User Agencies on Contractor's behalf. All authorized Resellers are eligible to quote pricing to User Agencies for procurements under this Statewide Contract which otherwise meet the Reseller's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Reseller's participation or ability to quote pricing for a User Agency. Resellers will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Statewide Contract. However, any additional incremental discounts available to User Agencies, if offered, may be provided in the discretion and as the sole legal obligation of the Reseller to the Agency.

Contractor shall not be responsible for verification of E-Rate compliance by the Reseller; however it will use reasonable efforts to compile the SPIN number for Reseller selling to all schools within GA's school districts, GA's Charter schools, GA's State Schools and GA's Libraries. Contractor shall not be responsible for monitoring Reseller's Better Business Bureau rating. However, Contractor will work with the Agency to 1) properly onboard Reseller(s) such that the Reseller(s) are aware of the scope of the Master Contract, 2) manage de-certification or off-boarding of Resellers from servicing User Agencies under this Master Contract, and 3) assist in the resolution of any escalated User Agency issue(s). In addition, Contractor will facilitate review meetings with Resellers to ensure that the Agency's and Contractor's business needs and requirements are satisfactorily met as set forth in this Master Contract. Contractor may provide a reference on a proposed Servicing Partner if Agency requests.

Except as allowed under this Statewide Contract or as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint-venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided the earlier of:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by

law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Except in a Force Majeure event(s), time is of the essence with respect to performance of the terms under this Statewide Contract.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating solely to sales orders, invoices, payments or quarterly sales reports made in accordance with the contract, wherever such records may be located during normal business hours. Agency and the User Agencies shall provide adequate advance written notice of any audits and shall pay for any shortfalls in payment(s) revealed by the audit(s).. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings, the State reserves the right to charge the Contractor for appropriate reimbursement. In addition, if an audit discloses underpayment by the State, Agency or User Agency, Contractor reserves the right to charge the applicable State, Agency or User Agency for appropriate payment Evidence of criminal conduct will be turned over to the proper authorities The audit provisions in this Section and this Statewide Contract supercede the audit provisions in Section 3.5 (b) of Attachment A to the RFX.

24. **Solicitation.** The Contractor agrees that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **RESERVED**

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor has not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor shall also require such certification from its subcontractors.

28. **Use of Name or Intellectual Property.** The parties agree they will not use trademarks or logos of the other party in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the other party. Such consent, if provided, shall be provided within fourteen (14) business days of the provision of the request for review and approval.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. Unless otherwise provided in this Statewide Contract, if delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.**

Contractor's liability to the User Agency is limited to the greater of $1,000,000 or the amount payable by the User Agency for the relevant order (per occurrence). Neither the Agency, User Agency or Contractor will be liable to the other for lost revenues or profits, downtime costs, loss or damage to data or indirect or consequential damages. This provision does not limit any

party's liability for 1) unauthorized use of intellectual property, 2) third party claims for (i) death or bodily injury directly from negligence of the other party, or (ii) damage to tangible personal property (not including lost or damaged data), 3) acts of fraud or other willfully wrongful acts or omissions. Notwithstanding the foregoing, any representation as to a limitation of Contractor's liability as to third parties shall not require Agency or User Agencies to indemnify Contractor from claims of any third parties.

NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER THIS STATEWIDE CONTRACT IS LIMITED TO THE MONEY PAID TO CONTRACTOR UNDER THIS STATEWIDE CONTRACT DURING AN AVERAGE TWELVE (12) MONTH PERIOD.

NEITHER AGENCY, USER AGENCY OR CONTRACTOR WILL BE LIABLE TO THE OTHERS FOR ANY:

(A) SPECIAL (TO THE EXTENT SPECIAL DAMAGES WOULD NOT BE CONSIDERED DIRECT DAMAGE UNDER GEORGIA LAW), INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES;

(B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR

(C) LOST OR DAMAGED DATA.

REFERENCES IN THIS SECTION TO A "PARTY" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS.

The State of Georgia has waived sovereign immunity for contract actions.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall use sufficient efforts to provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. Subject to payment of appropriate fees, agreement to applicable license terms and in compliance with licensing rights, The Contractor shall use sufficient efforts to transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

37. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, acts or threatened acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

EXHIBIT A
INSURANCE REQUIREMENTS

1. Contractor shall, at its own expense, at all times during the term of this Statewide Contract, and after the termination of this Statewide Contract (as set forth below), provide and maintain in effect those insurance policies and minimum limits of coverage as designated below, and any other insurance required by law in any state where Contractor provides Services under this Statewide Contract, in insurance companies with an A.M. Best's Insurance Rating of A:VIII or better, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Statewide Contract.

2. Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation insurance shall be provided as required by any applicable law or regulation and, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over Contractor's employees, and Employer's Liability insurance with limits of $1,000,000.

3. Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability insurance covering all operations by or on behalf of Contractor arising out of or connected with this Statewide Contract providing insurance for bodily injury, property damage, personal and advertising injury, products/completed operations liability and contractual liability, with limits of $2,000,000 each occurrence and $4,000,000 in the annual aggregate. Customer will be included as an additional insured under the Commercial General Liability insurance, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Statewide Contract, and such insurance shall apply as primary insurance, without a right of contribution from any other insurance maintained by Customer.

4. Automobile Liability Insurance. Contractor shall maintain Business Automobile Liability insurance, coverage for all owned, non-owned and hired vehicles used in Contractor's performance of the Services under this Statewide Contract, covering bodily injury and property damage, with limit of $2,000,000.

5. Errors and Omissions Liability Insurance. Contractor shall maintain technology errors and omissions insurance covering negligent acts, errors and omission in the performance of Services, with limits of not less than $5,000,000 per claim and $5,000,000 in the annual aggregate. Such insurance shall include coverage for liability arising from (a) theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) the introduction of a computer virus into a customer's or third person's computer, data, software or programs. Contractor will continue to maintain such coverage for one year after termination of this Statewide Contract. Notwithstanding anything to the contrary herein, Contractor reserves the right to self-insure this coverage at its sole discretion.

6. Umbrella and/or Excess Liability Insurance. Contractor shall maintain Umbrella and/or Excess Liability insurance with limits of not less than $5,000,000 each occurrence and $5,000,000 in the annual aggregate in excess of the limits provided by Contractor's Employer's Liability, Commercial General Liability, and Automobile Liability insurance policies. The coverage terms of the Umbrella/Excess Liability insurance shall be on a follow-form basis.

7. Contractor shall provide Customer with current certificates of insurance reflecting the coverage set forth above at the time this Statewide Contract is executed, or within a reasonable time thereafter, and within a reasonable time after such coverage is renewed or replaced. In the event of notice of cancellation, Contractor shall promptly replace coverage so that no lapse in insurance occurs.

EXHIBIT B
SAMPLE REPORT

Partner Name:
State:
Contract ID:
Quarter End Date:
Contact Name:
Contact Phone:
Contact Email:
Partners PO#s for Cisco Fee Invoicing:
Spreadsheet Message
Cisco Sales Order or Transaction ID
Partner PO Number (To Cisco or Both)
Partner PO Date (To Cisco or Both)
Partner to Purchasing Entity's Invoice Number for Transaction
Partner to Purchasing Entity's Invoice Date for Transaction
Purchasing Entity's PO Number
Purchasing Entity's PO Date
Purchasing Entity Type
Purchasing Entity Name
Purchasing Entity Address (Address Line 1, City, State, Zip Code)
Type of Sale: Product, Service, or Bundle (Product & Service)
Product/Service SKU OR "Basic Install & Config"
Product/Service Description OR "Basic Install & Config"
Prod/Serv Qty OR BMC Hours
Product/Service List Price OR BMC Hourly Rate
Product/ Service Discount %
Product Revenue BMC Net Amount
Contract Admin Fee Amount
State Admin Fee Amount
Cisco CMD Items:
Cisco CMD Team:
Add 10 Blank Rows
Apply Format Rows

Attachment 2

The following RFX documents are incorporated by reference into the Statewide Contract:

- RFP#99999-SPD0000071 Attachment A eRFP v.4
- RFP#99999-SPD0000071 Attachment B Definitions of Terms v2
- RFP#99999-SPD0000071 Attachment C GA Performance Expectations
- RFP#99999-SPD0000071 Attachment D Supplier General Information Worksheet
- RFP#99999-SPD0000071 Attachment E Immigration and Security Form
- RFP#99999-SPD0000071 Attachment F Mandatory Worksheet v3
- RFP#99999-SPD0000071 Attachment G Mandatory Scored Response Document
- RFP#99999-SPD0000071 Attachment H Servicing Partner Portfolio
- RFP#99999-SPD0000071 Attachment I Additional Scored Response Document
- RFP#99999-SPD0000071 Attachment J Cost Proposal Worksheet
- 99999SPD0000071 Addendum #01
- 99999SPD0000071 Addendum #02
- State Response Questions & Answers 10182011
- State Response Questions & Answers 11022011
- State Response Questions & Answers 11092011

Attachment 3

The following Contractor's response documents are incorporated by reference into the Statewide Contract:

- Attachment F Cisco Systems Mandatory Worksheet
- Attachment G Cisco Systems Mandatory Scored Response
- Attachment H Cisco Systems Servicing Partner Portfolio
- Attachment I Cisco Systems Additional Scored Response
- Attachment J Cisco Systems Cost Proposal Worksheet
- Cisco Systems Category 1 – 6 Price List
- Cisco Systems E-Rate Eligible Final (List)
- Cisco Systems IronPort Price List (Final)
- Cisco Systems' Response to Clarification Request #01
- Cisco Systems' EU Software License
- Cisco Systems' IronPort EU Software License

Pricing Proposal
Quotation #: 24429363
Created On: 1/29/2024
Valid Until: 2/23/2024

GA-City of Griffin

Gibb Cotton
100 South Hill Street
Attn: ITC – 4th Floor
Griffin, GA 30223
United States
Phone: (770) 233-2928
Fax:
Email: gcotton@cityofgriffin.com

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Meraki MS125-48LP 10G L2 Cld-Mngd 48x GigE 370W PoE Switch Cisco Systems - Part#: MS125-48LP-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	2	$2,304.60	$4,609.20
2	Meraki MS125-48LP Enterprise License and Support, 5 Year Cisco Systems - Part#: LIC-MS125-48LP-5Y Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** (5yr) cost	2	$537.87	$1,075.74
3	Meraki MS120-24P 1G L2 Cld -Mngd 24x GigE 370W PoE Switch Cisco Systems - Part#: MS120-24P-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** 1-Gig switch; Direct ship from Meraki	4	$1,512.01	$6,048.04
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5	Meraki Wide Angle MV12 Mini Dome HD Camera - 256GB Storage Cisco Systems - Part#: MV12W-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	11	$575.38	$6,329.18
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10	CISCO MERAKI MS120-8LP ENT LICSAND 5YR SUP Cisco Systems - Part#: LIC-MS120-8LP-5YR Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** (5yr) cost	1	$112.01	$112.01
11	CISCO MERAKI WALL MOUNT ARM FORMV72 Cisco Systems - Part#: MA-MNT-MV-10 Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006 **Note:** Direct ship from Meraki	5	$170.83	$854.15
12	Rackmount.IT RM-CI-T3 - Rack mounting kit - jet black, RAL 9005 - 1U - 19" - for P/N: MS120-8-HW Rackmount.IT - Part#: RM-CI-T3 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** In stock (75)	8	$101.88	$815.04
13	V3 Voip Outdoor Intercom CyberData Systems - Part#: 011186 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Limited stock (9)	2	$580.12	$1,160.24
14	CyberData SIP Call Button - Push button - wired - 10/100 Ethernet CyberData Systems - Part#: 011049 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** In stock (12)	2	$436.14	$872.28
			Subtotal	$60,051.11
			Total	$60,051.11

Additional Optional Items

	Meraki MS125-24P 10G L2 Cld-Mngd 24x GigE 370W PoE Switch Cisco Systems - Part#: MS125-24P-HW Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006	4	$1,989.01	$7,956.04

Note: 10-Gig switch

Meraki MS125-24P Enterprise License and Support, 5 Year Cisco Systems - Part#: LIC-MS125-24P-5Y Contract Name: Networking Equipment and IT Infrastructure Products Contract #: 99999-SPD-T20120501-0006	4	$473.22	$1,892.88

Additional Comments

The following is related to the Cisco software items on this quote:

- Please see the following links to Cisco's Security and Trust Center , Trust Portal , Online Privacy Statement , as well as Customer Master Data Protection Agreement which all are incorporated by reference into the EULA

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

The following is related to the Cisco items on this quote:

- Please see the following links to Cisco's Security and Trust Center , Trust Portal , Online Privacy Statement , as well as Customer Master Data Protection Agreement which all are incorporated by reference into the EULA

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

SH 2/19/24

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/16/24

FY24 Purchase Order No.

Bid/Quote No. 24429363

Vendor No. AMEX

Vendor Name & Address

SHI
Attn: John Kearney
290 Davidson Ave
Somerset, NJ 08873
john_kearney@shi.com
Ph: 732-564-8563 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Information Technology Department
100 South Hill Street
Griffin, GA 30223

ATTN: Gibb Cotton
Phone: 678-633-9142 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Meraki Switch and Cameras	101 - 1535 - 53 - 1600	1	ea	60,051.110	60,051.11
			ea		
			ea		
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

2-19-2024

COMMENTS: Will pay with AMEX - GA STATE CONTRACT **Totals: $** 60,051.11

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

GIBB COTTON 2/16/2024
Dept / Requestor / Date

VAS 2/19/24
Department Mgr / Date

Purchasing / Date

Deborah M Gilbert 2/19/24
Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Pricing Proposal
Quotation #: 24429363
Created On: 1/29/2024
Valid Until: 2/23/2024

GA-City of Griffin

Gibb Cotton
100 South Hill Street
Attn: ITC – 4th Floor
Griffin, GA 30223
United States
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Fax:
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Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
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All Prices are in US Dollar (USD)

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Additional Comments

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SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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The following is related to the Cisco items on this quote:

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase of multiple inventory items from Delta Municipal Supply, Sole Source, in the amount of $47,270.00 for the Water and Wastewater Department. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a bulk purchase of normal inventory items including water meter registers of various sizes, meter lock pins, and meter antennas.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Budgeted FY24 funds in Water Distribution Operating Supplies (505-4440-52-1120) in the amount of $900,000.00. This purchase is for $47,270.00.

Submitted By:
Brandon Lewis

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Delta Sole Source.pdf
Delta PO.pdf
Delta Quotes.pdf

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity

NEPTUNE REGISTERS THE CITY OF GRIFFIN USES TO CALCULATE WATER USAGE FOR BILLING

Detail the research that has been done to qualify this for selected method of procurement:

NEPTUNE REGISTERS THE CITY OF GRIFFIN USES TO CALCULATE WATER USAGE FOR BILLING

Supplier/Source Name/Address:

408 JESSE CRONIC ROAD, BRASELTON, GA. 30517

Supplier/Source Contact: **SHANE SLOCUM** **Phone:** **770-277-0211**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

PROVIDE THE CITY OF GRIFFIN WITH WATER REGISTERS
NEPTUNE WATER METERS AND MATERIAL

Is this a 1-time procurement? Estimated expenditure- one-time OR - annual spend 500,000.00

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Delta is the authorized distributor in this region for Neptune meter products.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 1/9/2024 Requestor: D. White

Department: WWW Dept Accting Code: 505-4400-11-3602-000 Phone: 678-692-0404

Purchasing Use Only ⇩		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

FY24 Reg Purchase Order

Griffin
Growing, TOGETHER
Water & Wastewater Department

SH 2/8/24

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 1/25/24

FY24 Purchase Order No.

Bid/Quote No. 2573-2591-2593

Vendor No. 975

Vendor Name & Address
DELTA MUNICIPAL SUPPLY
ATTN: SHANE SLOCUM
408 JESSE CRONIC ROAD
BRASELTON, GA. 30517
sales@deltamunicipal.com
Ph: 770-277-0211 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Water & Wastewater Department
700 Beck Street
Griffin, GA 30223

ATTN: Douglas White
Phone: 678-692-0404 Fax: 678-692-0388

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N: Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
V5-ANT: ANTENNA V4 & V5 ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	19.99	$1,999.00
W04-069: METER BASE T-10 3/4" X 5/8" ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	85.00	$8,500.00
W04-083: METER PIN ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	0.01	1.00
V4-058: REGISTER V4-R900 5/8" ✓	505 - 4400 - 11 - 3602 - 0000	100	EA	160.00	16,000.00
V5-ANT: ANTENNA V4 & V5 ✓	505 - 4400 - 11 - 3602 - 0000	30	EA	19.99	599.70
W04-056: METER BASE T-10 1" ✓	505 - 4400 - 11 - 3602 - 0000	30	EA	265.00	7,950.00
W04-083: METER PIN ✓	505 - 4400 - 11 - 3602 - 0000	30	EA	0.01	0.30
V4-001: REGISTER V4-R9001" ✓	505 - 4400 - 11 - 3602 - 0000	30	EA	190.00	5,700.00
V4-MACH10-1: MACH10 R900 V4 1" W/ANT ✓	505 - 4400 - 11 - 3602 - 0000	2	EA	495.00	990.00
V4-MACH10-2: MACH10 R900 V4 2" W/ANT ✓	505 - 4400 - 11 - 3602 - 0000	2	EA	1,320.00	2,640.00
V4-MACH10-058: MACH10 R900 V4 5/8" W/ANT ✓	505 - 4400 - 11 - 3602 - 0000	2	EA	305.00	610.00
V5-MACH10-1: MACH10 R900 V5 1" W/ANT ✓	505 - 4400 - 11 - 3602 - 0000	4	EA	570.00	2,280.00
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS: **Totals: $ 47,270.00**

RESTOCK INVENTORY - ESTIMATED SHIP DATE SEPTEMBER 2024 - PO WILL NEED TO BE A ROLL OVER

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier ☐ Supplier Notified

COG USE ONLY

Dept / Requestor / Date: Shane Slocum 2-5-24

Purchasing / Date: ✓ 2/8/24

Department Mgr / Date: 2/7/24

Finance Director / Date: Deborah M Gilbert 2.9.24

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
1/25/24 7:25

Quotation #: 2593

Requested WHITE, DOUG
Description: ONE INCH RETRO KIT - BASE/REGISTER/ANTENNA

Request Date: 01/22/2024
Expiration Date: 07/01/2024
Bid Due By Date: 01/25/2024

Vendor Code/Name: DELTA MUNICIPAL

Address: 408 JESSE CRONIC ROAD
BRASELTON GA 3 - 0517

Phone: 770-277-0211
Fax: 770-277-2412
E-Mail: sales@deltamunicipal.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
V5-ANT	ANTENNA - R900 V5 6'	QUOTE 14694	30	EACH	01/22/2024	19.990	599.700
W04-056	METER - BASE ONLY T10 1"		30	EACH	01/22/2024	265.000	7950.000
W04-083	METER PINS		30	EACH	01/22/2024	0.010	0.300
V4-001	REGISTER - R900I V4 T-10 1"		30	EACH	01/22/2024	190.000	5700.000
					*** Vendor Total ***		14250

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
1/25/24 7:24

Quotation #: 2591

Requested WHITE, DOUG
Description: V4 RETRO KIT WITH BASE

Request Date: 01/19/2024
Expiration Date: 07/01/2024
Bid Due By Date: 01/22/2024

Vendor Code/Name: DELTA MUNICIPAL

Address: 408 JESSE CRONIC ROAD
BRASELTON GA 3 - 0517

Phone: 770-277-0211
Fax: 770-277-2412
E-Mail: sales@deltamunicipal.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
V5-ANT	ANTENNA - R900 V5 6'		100	EACH	01/19/2024	19.990	1999.000
W04-069	METER - BASE ONLY T10 3/4" x 5/8"		100	EACH	01/19/2024	85.000	8500.000
W04-083	METER PINS		100	EACH	01/19/2024	0.010	1.000
V4-058	REGISTER - R900I V4 T-10 5/8"		100	EACH	01/19/2024	160.000	16000.000
					*** Vendor Total ***		26500

Griffin

CITY OF GRIFFIN
Request for Quotation
CODE ENFORCEMENT

HiperWeb (INVQ2)
1/25/24 7:24

Quotation #: 2573

Requested WHITE, DOUG
Description: MACH 10 WATER METERS NEPTUNE

Request Date: 01/09/2024
Expiration Date: 07/01/2024
Bid Due By Date: 01/12/2024

Vendor Code/Name: DELTA MUNICIPAL

Address: 408 JESSE CRONIC ROAD
BRASELTON GA 3 - 0517

Phone: 770-277-0211
Fax: 770-277-2412
E-Mail: sales@deltamunicipal.com

Part Code	Part Description	Notes/Ref No.	Quantity	Units	Promise	Unit Price	Ext. Price
V4-MACH10-1	METER - MACH10 ULTRASONIC R900 V4 1" W/ANTENNA		2	EACH	01/09/2024	495.000	990.000
V4-MACH10-2	METER - MACH10 ULTRASONIC R900 V4 2" W/ANTENNA		2	EACH	01/09/2024	1320.000	2640.000
V4-MACH10-58	METER - MACH10 ULTRASONIC R900 V4 5/8" W/ANTENNA		2	EACH	01/09/2024	305.000	610.000
V5-MACH10-1	METER - MACH10 ULTRASONIC R900 V5 1" W/ANTENNA W/NAAS		4	EACH	01/09/2024	570.000	2280.000

*** Vendor Total *** 6520

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Purchase Order for repair of Raw Water Pump #6 and repair of the motor for Raw Water Pump #2 at the Flint River Raw Water Pump Station from Goforth Williamson, Inc., Single Source, in the amount of $63,620.00. *Water and Wastewater Director, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

GWI was previously selected as the lowest quote vendor for the removal and inspection of this pump and motor from the Flint River Raw Water Pump Station. This quote is for the repair work that must be done to return raw water pumps #2 and #6 to service. This pump and motor are currently at GWI's repair facility awaiting authorization to begin the repair work.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in the Harry Simmons WTP Repair and Maintenance Services account in the amount of $443,490.00. The cost of these repairs is $63,620.00.

Submitted By:
Brandon Lewis

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GWI Single Source.pdf
GWI PO.pdf
GWI Quote.pdf

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity

Pump #6 and #2 motor for Flint River Pumping Station

Detail the research that has been done to qualify this for selected method of procurement:

GWI has pulled the pump and motor and have them in their shop waiting to be repaired

Supplier/Source Name/Address: **Goforth Willamson Inc. 373 O'Dell Road Griffin, GA 30224**

Supplier/Source Contact: **Ricky Baxter** **Phone:** **770-467-0303**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

repair of pump #6 and return as well as the repair and return of motor #2

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

GWI is who we had pull the pump and motor and they are waiting to repair they have already received a PO for the removal of this pump and motor

10/11/23 # 24-0152 $6,450

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 2/7/2024 Requestor: Jared Anderson

Department: water/watewater Dept Accting Code: 4431 Phone: 770 233 2974

Purchasing Use Only ⇩		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

Griffin
Growing, TOGETHER

SH 2/8/24

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/7/24

FY24 Purchase Order No.

Bid/Quote No.

Vendor No. 1498

Vendor Name & Address
Goforth Willaimson, Inc.
Ricky Baxter
373 O'Dell Road
Griffin, Ga 30224
RBaxter@goforthwilliamson.com
Ph: 770-467-0303 Fax: 770-467-0301

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Water/Wastewater - Simmons WTP
229 North Expressway
Griffin, GA 30223

ATTN: Jared Anderson
Phone: 770-233-2974 Fax: 770-233-2975

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
repair of pump #6 for FRPS ✓	505 - 4431 - 52 - 2200 - 0000	1		39,980.000	39,980.00
Repair of Motor #2 for FRPS ✓	505 - 4431 - 52 - 2200 - 0000	1		23,640.000	23,640.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

2-8-2024

COMMENTS:

Totals: $ 63,620.00

FY24 Purchase Order

COG USE ONLY 2/7/2024 ⬇ COG USE ONLY ⬇ VMB 2/8/24

PRICING METHOD: Water/Wastewater Jared Anderson 2/7/2024

		Dept / Requestor / Date	Purchasing / Date
	Verbal / Phone		
X	Email/Mail/Fax	(BS) 2/7/24	Dulach M Gilbert 2.9.24
	Bid / RFP #	Department Mgr / Date	Finance Director / Date
Copy emailed to Supplier		City Manager / Date	BOARD / Date
	Supplier Notified		

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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The Seller agrees to make functional parts available for a period of five years after final production run.

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Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

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ARTICLE 15 WORKS ON PREMISES

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If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 224516 Date: 06-Feb-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
River Plant
1010 New Salem Rd.
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Reference: Fairbanks VTP PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Expiration Date: 06-Mar-24 Part: FAIRBANKS VTP 4-STAGE Rev: 140153 S/N: 10283581, M/D: 7100AW Scope of Work: Flint River Raw Water #6 VTP 1. Sandblast and clean all parts to be reused 2. Prime and coat pump 3. Provide and install the following parts: a. 1 ea. – 416SS Bowl Shaft b. 3 ea. – 416SS Line Shafts c. 1 ea. – 416SS Top Shaft d. 5 ea. – 410SS Shaft Couplings e. 3 ea. – SS Glue-On Sleeves f. MIsc. Gaskets, Fasteners and Packing 4. Machine/Manufacture and install the following parts: a. 1 ea. – Bronze Stuffing Box Bearing: Fab New b. 1 ea. – Bronze lantern Ring: Fab New c. 6 ea. – Bronze Bowl Bearings: Fab New d. 4 ea. – 410SS Bowl Wear Rings: Fab New e. 4 ea. – Impeller Wear Rings: Skim 100% True to Fit f. 1 ea. – Discharge Head: Drill and Tap Guard Bolt g. 1 ea. – Sand Collar: Drill and Tap for Set Screw h. 7 ea. – Register Fits: Weld/Skim for Proper Fit (See Note Below) 5. Clean and stack pump 6. Dynamically balance rotating assembly to within ISO G1.0 Spec 7. Assemble pump complete keeping discharge head separate 8. Paint and crate pump to ship with the motor 9. Provide trucking service to deliver pump and motor to site 10. Provide outside crane and rigging service for assistance 11. Install Fairbanks VTP; Install discharge head 12. Install the motor; Set the lift 13. Set pump to run; Verify operation - Register Fits to be Welded/Skimmed: • Suction Bowl: Weld/Skim OD Fit		

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 224516 Date: 06-Feb-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
River Plant
1010 New Salem Rd.
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	• Bowl #3: Weld/Skim OD Fit; Skim ID Fit • Discharge Bowl: Weld/Skim OD Fit • Adapter Bowl: Weld/Skim OD Fit • Spider #1: Pad Weld OD • Spider #2: Pad Weld OD • Spider #3: Pad Weld OD Delivery 8-10 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager For the above scope of work, GWI Quotes		
1	ea	$39,980.00	$39,980.00

Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 224516 Date: 06-Feb-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
River Plant
1010 New Salem Rd.
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	Line: 002 Expiration Date: 06-Mar-24 Part: NIDEC, MTR, 500HP Rev: 140151 P/N: FMB0605026A01, FR: 5008PA Scope of Work: 1. Travel to site: Flint River Station 2. Troubleshoot 500HP motor 3. Found the motor megs to ground 4. Pulled motor; Delivered to GWI 5. Disassemble motor complete 6. Inspect and record all critical dimensions 7. Rewind stator 8. Provide and install the following parts: a. 1 ea. – 29428 Bearing b. 1 ea. – 6219 Bearing c. 1 ea. – Vibration Sensor and Mag Base d. New RTDs 9. Dynamically balance rotating assembly 10. Assemble motor complete 11. Paint and crate motor to ship with the pump Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager For the above scope of work, GWI quotes		
1	ea	$23,640.00	$23,640.00
		Total:	$63,620.00

PLEASE NOTE:
1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com



Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303 Fax: 770-467-0301

Quote

ID: 224516 Date: 06-Feb-24

To

Griffin, City of
PO Box T
Griffin, GA 30224
United States of America

Ph: 770-229-6621 Fax: 770-229-6600

Quote To

Martha Drolet
City of Griffin
River Plant
1010 New Salem Rd.
Griffin , GA 30223
United States of America

Ph: 678-692-0406

Terms	Ship Via	Salesperson
Net 30 Days	GWI Truck	REBAXT

Quantity	Description	Unit Price	Amount
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider adoption of the revised official zoning map for the City of Griffin. *Director of Planning & Development, Chad Jacobs will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The current zoning map was adopted in November 2022 and does not reflect recent approved zoning amendments.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Zoning - Signed - 35x35.pdf

CITY OF GRIFFIN ZONING

Griffin
Growing, TOGETHER

N
W E
S

Legend

- Central Business District
- High Density Residential A
- High Density Residential B
- Institutional
- Low Density Residential A
- Low Density Residential B
- Medium Density Residential
- Neighborhood Business District
- Planned Commercial District
- Planned Industrial District
- Planned Residential District

This is to certify that this Official Zoning Map supersedes and replaces any other Official Zoning Map adopted prior to date authorized by the Chairman of the Board of Commissioners, as part of the City of Griffin Code of Ordinances and Unified Development Code.

This _____ Day of _____, 2024

Signed: _____ Douglas S. Hollberg, Mayor

Attest: _____ Jessica W. O'Connor, Secretary

Griffin GIS Department

1 inch = 1,000 feet

0 1,000 2,000 3,000 4,000 5,000 6,000 7,000 8,000 9,000 Feet

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution to adopt proposed changes to the City of Griffin Fee Schedule, last updated March 2023. *Finance Director, Deborah Manning-Gilbert, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Current and proposed fee schedules are attached. Proposed changes and/or additions are highlighted.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The updates will better align fees with current costs associated with various services.

Submitted By:
Deborah Gilbert

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
RES_Adoption_of_Fee_Schedule_2.27.24.pdf
Fee_Schedule_effective_3-1-23.pdf
Fee_Schedule_updated_2.21.2024 effective 4-1-24.pdf

No. 24-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA AMENDING THE UNIFIED SCHEDULE OF RATES, FEES AND CHARGES FOR CITY OF GRIFFIN SERVICES, PERMITS AND VARIOUS DEVELOPMENTAL LICENSES AND APPROVALS, WHICH FROM TIME TO TIME ARE CONSIDERED BY THE CITY MANAGER AND HER DEPARTMENT MANAGERS AND RECOMMENDED TO THE BOARD OF COMMISSIONERS FOR APPROVAL; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City strives to operate its departments and utilities on a sound, businesslike basis by imposing and maintaining a unified schedule of current rates, fees and charges for its services and utilities on file with the City Manager's office, which from time to time are considered and adjustments recommended to the Board of Commissioners for their approval;

WHEREAS, upon recommendation of the City Manager and her respective department managers, following review of the current services and charges expended by the City, and in consultation with the City's consulting engineers, financial advisors and attorneys, the City Manager is recommending changes in current rates, fees and charges, as authorized by the Code of Griffin, Georgia, as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED by the Board of Commissioners of the City of Griffin, Georgia, that those certain rates, fees and charges set forth in Exhibit "A" attached hereto and made a part of this Resolution as if fully incorporated herein, be approved. Those highlighted in yellow shall become effective April 1, 2024 and all others are currently in effect and will remain in effect;

BE IT FURTHER RESOLVED that the Unified Schedule of Rates, Fees and Charges, as filed in the City Manager's office, be amended to reflect the changes approved herein.

SO RESOLVED this 27th day of February, 2024.

_____

Douglas S. Hollberg, Mayor

ATTEST:

_____

Jessica O'Connor, Secretary

Consolidated Fee Schedule
Effective March 1, 2023

Water and Wastewater	
Water Meter Installation	
3/4" Meter	$1,055.00
1" Meter	$1,250.00
1.5" and larger	$1,500.00
Sewer Meter Installation	
All sizes	$2,100.00
Capital Cost Recovery Fee	$3,500.00
Public Works	
Golf Course Fees	
Senior Week Day - 9 holes (with cart)	$19.00
Senior Week Day - 18 Holes (with cart)	$24.00
Senior Weekend - 9 holes (with cart)	$20.00
Senior Weekend - 18 holes (with cart)	$28.00
Regular Weekday - 9 holes (with cart)	$20.00
Regular Weekday - 18 holes (with cart)	$28.00
Regular Weekend/Holiday - 9 holes (with cart)	$23.00
Regular Weekend /Holiday - 18 holes (with cart)	$32.00
Every Monday 18 holes Special Rate (All Ages)	$20.00
Replay Fee - 9 holes w/ Cart	$15.00
Memberships (Include Unlimited Green Fees)	
Family	$700.00
Singles	$350.00
Club Set Rental	$20.00
Military/First Responder Weekday	$24.00
Military/First Responder Weekend	$28.00
City Employee Cart Fee 9 holes	$12.00
City Employee Cart Fee 18 holes	$15.00
Junior Walking Rate (13-18 years old)	$12.00
Customer Service Fees	
Customer Service Fee	$3.25
Solid Waste Fees	
Landfill Gate Non-City Resident Minimum	$25.00
Transfer Station Tipping Fee Non-City Resident Minimum	$15.00
Commercial Collections	
20 cu yard per haul flat rate	$350.00
30 cu yd per haul flat rate	$400.00
40 cu yard per haul flat rate	$450.00
Central Business District Tier 1	$22.71
Central Business District Tier 2	$33.68
Central Business District Tier 3	$45.00
Oak Hill Cemetery Fees	
Permit Fees	
Interment Fee	$150.00
Monument Fees	$100.00
Traditional Burials	
City Residents	$1,000.00
Non-City Resident	$1,200.00
Children	$650.00
Weekend / Holiday + $200.00	
After 3:30 + $150.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	$1,000.00
Non-City Residents	$1,400.00
Infant / Half Space - City Resident	$550.00
Infant / Half Space - Non-City Resident	$750.00
ALL AT NEED SALES	Additional $200.00
Cremation Interment (Traditional Burial)	
City Residents	$600.00
Funerals beginning after 3:30 p.m. M-F	Additional $150.00
Weekends and Holidays	Additional $200.00
Non-City Residents	$700.00
Columbarium	
Open/Closing	$300.00
City Resident - 1 Niche	$1,350.00
Non-City Resident	$1,650.00
Family Columbarium (Individual Units)	
2 Niche Family (No Vase)	$3,700.00
2 Niche Family with Vase	$3,950.00
4 Niche Family with Vase	$5,400.00
Single and Double Mausoleum	Price on Request

Non-City Residents	Additional $200.00
Mausoleum Interment	
City Residents	$550.00
Non-City Residents	$750.00
Additional Fees	
Funerals after 3:30 p.m. M-F	$150.00
Oversized Vault	$150.00
Wall, coping and step inspection fee	$250.00
ALL AT NEED SALES	$200.00
Weekends and Holidays	Additional $200.00
Veterans Cemetery	
Single	$600.00
Double Depth	$1,100.00
Veterans Brick	$60.00
Electric Fees	
Temporary Service Fee	$50.00
After Hours Fee	$25.00
After Hours Bucket Truck Trip	$80.00
Connect Fee - Electric only	$25.00
Cnnect Fee Involving Water	$40.00
Reconnect Fee Electric Only	$55.00
Reconnect Fee Involving Water	$75.00
Return Check Fee	$30.00
Underground Primary	$7.00/Ft/Phase
Underground Secondary	$5.00/Ft/Phase
Minimum Charge	$200.00
Underground Subdivision Infrastructure	$1500/lot
Wood Pole Installation Fee	Cost of material
Surge Protector Monthly	$5.95
Non-Metered Camera	$15.00 per camera
Non-Metered Traffic Signal	$15.00 per signal
Decorative Pole Installation	Cost of Pole
Single Phase Pole	$1,892.00
Single Phase Pole with Pull-off	$3,179.00
Single Phase Pole with Transformer	$3,333.00
Single Phase Dip Pole	$3,487.00
Multi-Phase Pole	$4,147.00
Multi-Phase Pole with Transformer	$6,050.00
Multi-Phase Pole with 3-Phase Dip	$6,930.00
Multi-Phase Pole with Pull-off	$9,790.00
Utility Accomodation Policy and Issuance of Permits for Right-of-Way Occupancy	
Construction Permit up to five (5) wireless facilities	$500.00
Each additional facility	$100.00
Recurring Annual Fee for ROW occupancy	$250.00
Open Records Request Fees	
Per page copied BW	$0.10
8 1/2 X 11 or 8 1/2 X 14	
Per page copied Color	$0.25
8 1/2 X 11 or 8 1/2 X 14	
Per page copied 11 X 17 BW	$0.75
Per page copied 11 X 17 Color	$0.75
Data Storage - Flash drive	$8.00
Disk	$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	$2.00
Accident Report	$5.00
Golf Cart Permit (Annual)	$15.00
Background Computer Check	$20.00
Unaltered Animal Permit	$25.00
Record Restriction Request	$25.00
Fire Department Fees	
Existing Business Inspections	
Initial Annual Inspection	No charge
First follow-up inspection	$50.00
Second follow-up inspection	$100.00
Third follow-up inspections	$150.00
Fire Suppression/Sprinkler Plans Review	$150.00
New Business Inspection	$50.00
Special Event Inspection	$50.00
Commercial Hood Plans Review/Inspection	$100.00
Site Plan Review and Inspection	$100.00
Change of Occupancy	$100.00
Blasting Permit	$100.00
Install/Removeal of Underground Fuel tanks	$100.00
Fireworks Permit	$100.00
After Hours Inspection	$150.00 Per hour

New Construction Inspections	
80%, 100% and first follow-up	No charge
Second follow-up inspection	$100.00
Airport	
Transient Overnight Parking	$10.00 per night
	* First night is waived if they purchase fuel.
Information Technology	
Callout for issues	$65.00 Trip fee and $50.00 Per hour
Early Termination Fee for Small Buisnesses, Government and	50% of remaining service order

Consolidated Fee Schedule
Effective 4/1/2024

Water and Wastewater	
Water Fees	
3/4" Tap and Meter Set	$2,040.00
1" Tap and Meter Set	$2,220.00
3/4" Meter Set Installation	$500.00
1" Meter Set Installation	$760.00
Hydrant Meter Rental ($50 non-refundable)	$300.00
Hydrant Hose Rental 50ft (Daily)	$5.00
Sewer Fees	
6" Tap and Cleanout Kit	$2,300.00
Capital Cost Recovery Fee	$3,500.00
Water Connection Fee	$40.00
Water Reconnect Fee	$75.00
Public Works	
Golf Course Fees	
Senior Week Day (Tuesday - Thursday) - 9 holes (with cart)	$19.00
Senior Week Day (Tuesday - Thursday) - 18 Holes (with cart)	$24.00
Senior Weekend - 9 holes (with cart)	$20.00
Senior Weekend - 18 holes (with cart)	$28.00
Regular Weekday (Tuesday - Thursday) - 9 holes (with cart)	$20.00
Regular Weekday (Tuesday - Thursday) - 18 holes (with cart)	$28.00
Regular Weekend/Holiday - 9 holes (with cart)	$23.00
Regular Weekend /Holiday - 18 holes (with cart)	$32.00
Every Monday 18 holes Special Rate (All Ages)	$20.00
Replay Fee - 9 holes	Green Fee Rate for the day
Memberships (Include Unlimited Green Fees)	
Family	$700.00
Singles	$350.00
Club Set Rental	$20.00
Military/First Responder Weekday (Tuesday - Thursday)	$24.00
Military/First Responder Weekend	$28.00
City Employee Cart Fee 9 holes	$12.00
City Employee Cart Fee 18 holes	$15.00
Junior Walking Rate (13-15 years old)	$12.00
Pull Cart Rental	$8.00
9 Hole - League Rate	$15.00
18 Hole - League Rate	$20.00
18 Hole - Tournament Rate (Monday - Thursday)	$24.00
18 Hole - Tournament Rate (Friday - Sunday)	$28.00
18 Hole - Tournament Rate (Holiday)	$30.00
18 Hole - City Hosted Tournament Rate (Monday - Thursday) per person / per day	$22.00
18 Hole - City Hosted Tournament Rate (Friday - Sunday) per person / per day	$25.00
18 Hole - City Hosted Tournament Rate (Holiday) per person / per day	$27.00
9 Hole Kids (Ages 15 and Under) Tournament Rate	$8.00
18 Hole Kids (Ages 15 and Under) Tournament Rate	$12.00
School Team Rate (10 - 20 players)	$350.00
Customer Service Fees	
Customer Service Fee	$3.50
Credit Check Fee	$5.00
After Hours Fee - Remote Electric Meters	$25.00
After Hours Fee - Non-Remote Electric Meters / Water Meters	$50.00
After Hours - Bucket Truck Trip *(for services that had to be cut loose)*	$80.00
Connect Fee - Remote Electric Meters	$25.00
Connect Fee - Non- Remote Electric Meters / Water Meters	$50.00
Connect Fee - Services Cut Loose *(Bucket Truck Trip)*	$75.00
Reconnect Fee - Remote Electric Meters	$55.00
Reconnect Fee - Non-Remote Electric Meters / Water Meters	$75.00
Reconnect Fee - Services that reqired to be cut loose *(Bucket Truck Trip)*	$100.00
Water Left Off Fee *(first water left off trip is at no charge - any additional trip is billed WLO fee)*	$50.00
Return Check Fee	$35.00
Residential Electric Deposit	$250.00
Commercial Electric Deposit *(calculated as defined in Customer Service policy - minimum fee shall be*	$500.00
Residential Water Only Deposit	$100.00
Commercial Water Only Deposit	$150.00
Meter Test Fee *(for Electric / Water)*	$50.00
Cut Lock Fee	$75.00
Solid Waste Fees	
Landfill Gate Non-City Resident Minimum	$35.00
Transfer Station Tipping Fee Non-City Resident Minimum	$35.00
Commercial Collections	
20 cu yard per haul flat rate	$350.00
30 cu yd per haul flat rate	$400.00
40 cu yard per haul flat rate	$450.00
Central Business District Tier 1	$22.71
Central Business District Tier 2	$33.68
Central Business District Tier 3	$45.00
Solid Waste Container Fee	$60.00
Oak Hill Cemetery Fees	
Permit Fees	
Interment Fee	$150.00
Monument Fees	$100.00
Traditional Burials	
City Residents	$1,000.00
Non-City Resident	$1,200.00
Children	$650.00
Weekend / Holiday + $200.00	
After 3:30 + $150.00	
Cemetery Lot - Per Space/Pre Need Sales	
City Residents	$1,000.00
Non-City Residents	$1,400.00

Infant / Half Space - City Resident	$550.00
Infant / Half Space - Non-City Resident	$750.00
ALL AT NEED SALES	Additional $200.00
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Weekends and Holidays	Additional $200.00
Veterans Cemetery	
Single	$600.00
Double Depth	$1,100.00
Veterans Brick	$60.00
Electric Fees	
Temporary Service Fee	$50.00
After Hours Fee	$25.00
After Hours Bucket Truck Trip	$80.00
Connect Fee - Electric only	$25.00
Reconnect Fee Electric Only	$55.00
Return Check Fee	$30.00
Engineering Fee	$60.00 per hr.
Underground Primary	$7.00/Ft/Phase
Underground Secondary	$5.00/Ft/Phase
Minimum Charge	$200.00
Underground Subdivision Infrastructure	$1500/lot
Wood Pole Installation Fee	Cost of material
Surge Protector Monthly	$5.95
Non-Metered Camera	$15.00 per camera
Non-Metered Traffic Signal	$15.00 per signal
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Single Phase Dip Pole	$3,487.00
Multi-Phase Pole	$4,147.00
Multi-Phase Pole with Transformer	$6,050.00
Multi-Phase Pole with 3-Phase Dip	$6,930.00
Multi-Phase Pole with Pull-off	$9,790.00
Utility Accomodation Policy and Issuance of Permits for Right-of-Way Occupancy	
Construction Permit up to five (5) wireless facilities	$500.00
Each additional facility	$100.00
Recurring Annual Fee for ROW occupancy	$250.00
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Per page copied Color	$0.25
8 1/2 X 11 or 8 1/2 X 14	
Per page copied 11 X 17 BW	$0.75
Per page copied 11 X 17 Color	$0.75
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Disk	$1.00
Mailing costs	To be determined
Labor costs	To be determined
Police Department Fees	
Incident Report	$2.00
Accident Report	$5.00
Golf Cart Permit (Annual)	$15.00
Background Computer Check	$20.00
Record Restriction Request	$25.00
Fire Department Fees	
Existing Business Inspections	
Initial Annual Inspection	No charge
First follow-up inspection	$50.00
Second follow-up inspection	$100.00
Third follow-up inspections	$150.00
Fire Suppression/Sprinkler Plans Review	$150.00
New Business Inspection	$50.00
Special Event Inspection	$50.00
Commercial Hood Plans Review/Inspection	$100.00
Site Plan Review and Inspection	$100.00
Change of Occupancy	$100.00
Blasting Permit	$100.00
Install/Removeal of Underground Fuel tanks	$100.00
Fireworks Permit	$100.00
After Hours Inspection	$150.00 Per hour

New Construction Inspections	
80%, 100% and first follow-up	No charge
Second follow-up inspection	$100.00

Airport	
Transient Overnight Parking	$10.00 per night
	* First night is waived if they purchase fuel.

Information Technology	
Callout for issues	$65.00 Trip fee and $50.00 Per hour
Early Termination Fee for Small Businesses, Government and Industrial	50% of remaining service order

GIS	
Digital Data Categories - Electric, Landbase, Public Works, Sewer, Stormwater, Water, Orthos	$10 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Digital Data Categories - Facilities, Hydrology, Zones & Overlays	$5 Per category per map grid (each grid approximately 2,500 ft x 2,500 ft - 143 acres)
Printed Maps 1-5 Pages Size 8 1/2" x 11"	Free
Printed Maps Size 8 1/2" x 11" - Each Additional Page	$0.25
Printed Maps 1-5 Pages Size 11" x 17"	Free
Printed Maps Size 11" x 17" - Each Additional Page	$0.50
Printed Maps 1-5 Pages Size 17" up to 36"	$10 Per Page
Printed Maps Size 17" up to 36" - Each Additional Page	$5 Per Page
Large Format Scans 1-5 Pages	$10 Per Page
Large Format Scans - Each Additional Page	$2 Per Page
Scanned Files Copied to CD / Flash Drive	$10
Scanned Files Emailed / Copied to Own Drive	Free

Court	
Dispositions	$5

Planning and Development		
ZONING APPLICATIONS		
Rezoning & Annexation Application - Residential		$300.00
Rezoning & Annexation Application - Commercial		$400.00
Variance Application - Residential		$250.00
Variance Application - Commercial		$300.00
Variance Application - Administrative		$100.00
Special Use Application - Residential		$300.00
Special Use Application - Commercial		$350.00
Temporary Use / Tent Permit		$100.00
Appeal of Zoning Decision		$200.00
Plat Review Application		$50.00
Zoning Verification Letter		$50.00
Historic Preservation Certificate of Appropriateness		$50.00
DEVELOPMENT APPLICATIONS		
Development Review - Major Review		$1,000.00
Development Review - Minor Review		$300.00
Land Disturbance up to 1 acre		$250.00
Land Disturbance 1.1 - 5 acres		$450.00
Land Disturbance 5.1 - 10 acres		$500.00
Land Disturbance 10.1 - 30 acres		$550.00
Land Disturbance 30.1 acres or more		$600.00
Erosion and Sediment Bond	$3,000 PER ACRE / LOT	
SIGN PERMITS		
Sign review (due at time of submittal)		$25.00
Building 0 - 55 Sq. Ft.		$55.00
Building 56 - 110 Sq. Ft.		$110.00
Building 111 - 165 Sq. Ft.		$165.00
Building 166 - 220 Sq. Ft.		$220.00
Freestanding 0 - 65 Sq. Ft		$65.00
Freestanding 66 - 130 Sq. Ft		$130.00
Freestanding 131 - 195 Sq. Ft		$195.00
Freestanding 196 - 300 Sq. Ft		$260.00
Billboard 0 - 200 Sq. Ft		$200.00
Billboard 201 - 400 Sq. Ft		$350.00
Billboard 401 - 672 Sq. Ft		$500.00
Changeable Copy		$65.00
Temporary Banner		$40.00
Instructional Sign		$35.00
ALCOHOL LICENSING		
Application Fee (due at time of submittal)		$150.00
Manufacturer - Distillery, Brewery, Winery		$5,000.00
Wholesale - Malt beverages/ wine		$100.00
Wholesale - Distilled Spirits		$3,500.00
Brewpub - Beer only		$1,500.00
Eating Establishment (on premise consumption) - Malt beverages		$500.00
Eating Establishment (on premises consumption) - Wine		$500.00
Eating Establishment (on premise consumption) - Distilled Spirits		$5,000.00
Public Club & Bar (on premise consumption) - Malt beverages		$1,000.00
Public Club & Bar (on premise consumption) - Wine		$1,000.00
Public Club & Bar (on premise consumption) - Distilled Spirits		$5,000.00
Retail Package - Malt beverages & Wine		$1,500.00
Retail Package - Distilled Spirits (includes Malt beverages & Wine)		$5,000.00
Retail Package - Specialty package retailer (Malt beverages & Wine)		$1,500.00
Private Club & Fraternal Org. (on premise consumption) - Malt beverage & wine		$350.00
Private Club & Fraternal Org. (on premise consumption) - Distilled Spirits		$1,000.00
Alcohol beverage caterer - Malt beverages & Wine		$50.00
Alcohol beverage caterer - Distilled Spirits (includes Malt beverages & Wine)		$100.00
Alcohol beverage Event Permit - maximum 3 days	$25.00 (per day & event)	
Ancillary Tasting - Malt beverages and/ or Wine		$150.00
TAX AND LICENSING		
Occupational Tax Certificate (Base Fee & Administrative Fee)		$100.00
Full - time Employee	$60 (each)	
Part - time Employee	$30(each)	
Professionals' Fee	$400(each)	
Insurance Premium Tax (Insurer)		$75.00
Towing Firm (Regulatory License)		$100.00
Retail Consumption Distilled Spirits Excise Tax	3% of Taxable Distilled Spirits	
BUILDING PLAN REVIEW		
Commercial & Multi Family	50 % of Building Permit Fee	
Residential	25 % of Building Permit Fee	
Additional Plan Review required by changes, additions or revisions to approved plans		$150.00
Residential Certificate of Occupancy (Certificate of Completion $35)		$50.00
Commerical Certificate of Occupancy (Certificate of Completion $50)		$100.00
BUILDING PERMIT CALCULATION		
TOTAL VALUATION		
up to $2,000.00	$80 (minimum permit fee)	
$2,001 to $25,000	$80 for first $2,000.00 plus $14 per addt'l. $1,000 (or fraction there of), up to and including $25,000	
$25,001 to $50,000	$391.25 for first $25,000 plus $8 per addt'l. $1,000 (or fraction there of), up to and $50,000	
$50,001 to $100,000	$591.25 for first $50,000 plus $5 per addt'l. $1,000 (or fraction there of), up to and including $100,000	
$100,001 to $500,000	$841.25 for first $100,000 plus $4 per addt'l. $1,000 (or fraction there of), up to and including $500,000	
$500,001 to $1,000,000	$2,441.25 for first $500,000 plus $3.25 per addt'l. $1,000 (or fraction there of), up to and including $1,000,000	
$1,000,001 and up	$4,066.25 for first $1,000,000 plus $2.50 per addt'l. $1,000 (or fraction there of)	

***Unless otherwise stated, the total valuation will be calculated using the most recent Building Valuation Data as published in the Building Safety Journal by the ICC. A current copy is available upon request. ***

OTHER PERMIT FEES AND APPLICATIONS

Administrative Fee - applied all permits unless otherwise noted (*)		$50.00
Building Shell Only	80% Total Value Calculation	
Interior Remodel/ Renovation/ Tenant Buildout	40% Total Value Calculation	
Roof - Commercial (minimum $200 or based on the valuation table above)	$200 or Valuation	
Roof - Residential		$50.00
Siding or Window Replacement (Permit not required if no change to window size)		$100.00
Fence Permit	$100*	
Retaining Wall	$10 (per linear foot)	
Demolition or Removal of a structure		$100.00
Electrical Service Re-connection (up to 400 AMPs)	$80*	
Electrical Service Re-connection (over 400 AMPs)	$200*	
Furnace/ Air Conditioner/ Water Heater Replacement	$50(unit)	
Trade Permit - Commerical (in combination with Building Permit/ Plan Review)	15% - Building Permit Fee	
Trade Permit - Commerical (stand alone)		$100.00
Trade Permit - Residential (in combination with Building Permit/ Plan Review)		$50.00
Trade Permit - Residential (stand alone)		$80.00
Fire Supression/ Sprinkler System		$100.00
Swimming Pool/ Spa - Residential (includes Plan Review)		$250.00
Swimming Pool/ Spa - Commercial/ Community (includes Plan Review)		$500.00
Work begun prior to permitting	200% of Permit Fee	
Permit Renewal	$50*	
Re-inspection Fee	$50*	
Unaltered Animal Permit		$25.00
Inspections outside of normal business hours - MUST BE PAID IN ADVANCE	$250 (hr)*	
MEDIA PRODUCTION		
Low Impact		$100.00
High Impact		$300.00
Daily Permit Fee		$100.00
Expediting Fee		$100.00
Drones & Cranes		$50.00
Parking Space	$10/day per parking space	
Application Amendments		$50.00
Sanitation Bond		$100.00
Parking Use Agreement (lots owned/maintaned by City of Griffin)	$300/day	
Prep/Strike Location Agreeement (property owned/maintaned by City of Griffin)	$500/day	
Filming Location Agreeement (property owned/maintaned by City of Griffin)	$1,000/day	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution approving the standardized form for a Membership Agreement to be utilized at the Griffin Golf Course for annual memberships. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Golf Course currently does not have a set membership packet for our customers. The membership packet will provide an outline of the application, member code of conduct, dress code, rain check policy, and course rules. The packet will provide for our customers a clear understanding of the rules and expectations at the Griffin Golf Course that accompanies a membership. Membership fees are adopted through the fee schedule, and we are no proposing any changes. A single player membership is $350 and a family membership is $700 which includes a spouse and up to 4 children under the age of 21. Pricing does not include cart fees.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Griffin Golf Course membership fees are $350 for a single person, or $700 for a family membership that includes a spouse and up to 4 children under the age of 21. Membership fee does not include cart fees.

Submitted By:
Mariza Eller

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Res Golf Course Member.pdf
Golf Course Membership Agreement.pdf

No. 24-

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA, APPROVING THE STANDARDIZED FORM OF THE GRIFFIN GOLF COURSE MEMBERSHIP AGREEMENT; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, OR THEIR DESIGNEE, TO ACCEPT BINDING CONTRACTS TAKING THE FORM APPROVED FOR PURPOSES OF ESTABLISHING AGREEMENTS WITH CUSTOMERS FOR USE OF THE GRIFFIN GOLF COURSE AND FACILITIES, AND PROVIDING MEMBERSHIP RATES, MEMBER CODE OF CONDUCT, DRESS CODE, RAIN CHECK POLICY AND COURSE RULES UNTIL SUCH TIME AS THIS RESOLUTION IS SUPERSEDED AND/OR UNTIL THE BOARD OF COMMISSIONERS APPROVES AN AMENDED FORM OF THE GRIFFIN GOLF COURSE MEMBERSHIP CONTRACT; ESTABLISHING A FEE STRUCTURE FOR MEMBERSHIP, TO BE UPDATED WITH THE FEE SCHEDULE; AND FOR OTHER PURPOSES.

WHEREAS, Customers of the City of Griffin Golf Course have expressed a desire to establish membership agreements whereby those agreements would establish a member code of conduct, dress code, rain check policy and course rules for use of the Griffin Golf Course facilities;

WHEREAS, the Board of Commissioners desires to facilitate membership at the Griffin Golf Course by approving a form for a Membership Agreement that will establish the terms of use of City facilities and will specify the terms of such use;

WHEREAS, the Commission recognizes the importance of executing these contracts as efficiently as possible;

WHEREAS, the Commission desires to authorize the execution and acceptance of the Griffin Golf Course Membership Agreement taking the form approved by the Commission, without need for approval of each individual contract at a regularly scheduled meeting, in order to create an efficient system for finalizing said contracts;

WHEREAS, the Commission further desires to establish a fee structure for members using the Griffin Golf Course, which shall be updated with the fee schedule and attached as an exhibit to any Membership Agreement;

NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT the Board of Commissioners hereby approves the form of the Griffin Golf Course Membership Agreement, attached and incorporated as Exhibit "A," for purposes of establishing the terms of use of City facilities for members and specifying the requirements necessary for the enjoyment of the Griffin Golf Course facilities. The approved form of the Membership Agreement shall be used until such time as this Resolution is superseded and/or until the Commission approves and amended form;

BE IT FURHTER RESOLVED that City of Griffin Director of Public works, or their designee, is authorized to accept Membership Agreements taking the form approved herein for purposes of establishing a binding agreement for the use of City facilities by members, without the need to submit each individual contract to this Commission for approval at a regularly schedule meeting. Each Membership Agreement must be signed by the member and accepted by the City of Griffin in order to be binding; provided, however, that no Membership Agreement taking this form shall bind the City to allow use of the facility in violation of the Code of Griffin or other policies related to the operation of the Griffin Golf Course, and further provided that the City reserves the right to deny or cancel any Membership Agreement pursuant to its terms and/or any other law or policy;

BE IT FURTHER RESOLVED that the Commission approve the Griffin Golf Course Membership Agreement Rate structure attached to the Membership Agreement. The Membership Rate shall be updated via the Fee Schedule, and the fee exhibit to the Membership Agreement shall be updated to reflect the new charges, with all other terms of the Agreement remaining unchanged.

SO RESOLVED, this 27th day of February, 2024.

_____
Douglas S. Hollberg, Mayor

ATTEST:

_____
Jessica O'Connor, Secretary

EXHIBIT A

MEMBER #_____



625 Camp Northen Road Griffin, GA 30224
770.229.6615

MEMBERSHIP APPLICATION

MEMBERSHIP CATEGORY: Family_____Single _____ MEMBERSHIP FEE: _____

APPLICANT NAME: _____

APPLICANT EMAIL: _____

APPLICANT PHONE NUMBER: _____

APPLICANT ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

APPLICANT DOB: _____ DATE JOINED: _____

ARE YOU A *NEW (N)* OR *EXISTING (E)* MEMBER: _____ RENEWAL DATE: _____

COMPLETE FOR FAMILY MEMBERSHIPS ONLY:

CHILDREN" MUST BE UNMARRIED, UNDER THE AGE OF 21, AND LIVING AT HOME OR ATTENDING SCHOOL FULL TIME

SPOUSE NAME: _____ SPOUSE EMAIL: _____

SPOUSE PHONE NUMBER: _____ SPOUSE DOB: _____

CHILD NAME #1: _____ DOB: _____

CHILD NAME #2: _____ DOB: _____

CHILD NAME #3: _____ DOB: _____

CHILD NAME #4: _____ DOB: _____

625 Camp Northen Road Griffin, GA 30224
770.229.6615

PURCHASE OF MEMBERSHIP

The Griffin Golf Course is a municipally-owned golf course operated by the City of Griffin. Applicant desires to enter into an Agreement with the City of Griffin for purposes of obtaining a membership at the Griffin Golf Course to enjoy its facilities and obtain certain privileges. Applicant hereby agrees to pay the Membership Fee and become a member bound by the terms and conditions of this set forth in this Agreement and in the Code of Griffin. References to "Member" herein shall refer to the Applicant.

Membership privileges will be active for one year commencing on the date full application and Membership Fee (identified on Page 1 of this Agreement) are received by the Griffin Golf Course. Payment of the Membership Fee does not give the Member any right, interest or ownership in the Griffin Golf Course.

For the duration of the Membership term, Member will receive certain benefits dependent upon the type of membership elected. These benefits are referred to as "Member Privileges" and the Griffin Golf Course reserves the right to modify Member Privileges at any time. Membership Privileges are limited to the Member and the Member's family as listed in this Agreement and may not be sold, transferred or otherwise assigned in any manner. Member Privileges shall cease and terminate upon death of a Member, excluding family memberships where the additional listed family may enjoy the privileges of membership as long as the account is in good standing. Griffin Golf Course may revoke membership, at its sole discretion, if the Member violates the terms of this Agreement or does harm to the Club's property. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth herein.

Member acknowledges that use of Griffin Golf Course facilities and Member Privileges may involve a certain degree of risk to one's property or person and agrees to accept said risk as material consideration for the grant of Member Privileges. Member hereby covenants and agrees to fully indemnify, defend, and hold the City of Griffin and its Commissioners, officials, employees, or other agents harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incidental to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold the City of Griffin and its Commissioners, officials, employees, or other agents harmless from any and all damages to the Member's person or property, and the person or property of the Member's family or guests arising out of or related to use or occupancy of the Griffin Golf Course facilities or Member Privileges of any nature whatsoever, including any negligent acts or omissions of the Club or City.

625 Camp Northen Road Griffin, GA 30224
770.229.6615

NAME IN WHICH MEMBERSHIP SHALL BE ISSUED: _____

_____	_____
APPLICANT SIGNATURE	SPOUSE SIGNATURE
_____	_____
PRINTED NAME	PRINTED NAME
_____	_____
DATE	DATE

This membership shall not be binding on the City of Griffin until accepted by Authorized representative below.

ACCEPTED BY: CITY OF GRIFFIN

_____	_____
AUTHORIZED REPRESENTATIVE	DATE
_____	
PRINTED NAME	

Approved as to form:

Andrew J. Whalen, III
City Attorney

625 Camp Northen Road Griffin, GA 30224
770.229.6615

MEMBER CODE OF CONDUCT

Introduction

This policy sets forth expectations and standards of behavior for members and visitors of the Griffin Golf Course. It is intended to establish an agreement whereby members, visitors, and staff are treated with respect while enjoying the Griffin Golf Course and Clubhouse, not to limit anyone's privileges. The Club deems that, upon payment of Membership Fees and completion of this Agreement, all members and guests have given their consent to be bound by both the restrictions and penalties imposed by this code of conduct.

Code of Conduct

Persons playing golf or otherwise visiting or using the Griffin Golf Course or its facilities shall:

- Conduct themselves in a sportsmanlike manner, and shall not knowingly cheat, throw clubs, disrespect employees, officials or fellow competitors;
- Recognize Griffin Golf Course facilities as a customer and family-friendly setting and abstain from using expletives; speaking too loudly; harassing or discriminating against staff, guests, or other golfers; using profane language, gestures, or insults; or otherwise conducting themselves in a disrespectful or inappropriate manner;
- Adhere to the dress code and proper golf etiquette, as well as USGA and local rules of the course (Ex: following cart signs, not hitting into the group in front of you, etc.);
- Adhere to all club rules, including but not limited to:
    - Sign in procedures in the Golf Shop
    - Golf cart rental and operation requirements

  - Seeking staff approval before starting on hole number 10
  - Obeying all signage on the golf course
- Take pride in the physical appearance and upkeep of the Griffin Golf Course as it is reflective of you as a member;
- Abide by all state and local laws and regulations, including prohibitions against the possession of any illegal drugs, illegal weapons, or other contraband in or on the Griffin Golf Course facilities;
- Be an ambassador for the Griffin Golf Course when out in the community or at other clubs;
- Only consume alcoholic beverages at the Griffin Golf Course which were purchased from the facility and shall not bring privately owned coolers or alcohol to the facility;
- Operate golf carts only in designated areas and in a manner for which they were intended;
- Alert Griffin Golf Course personnel or management to real or perceived safety risks.

Any client or guest who refuses to follow the Griffin Golf Course Code of Conduct could be subject to the following penalties, or a combination thereof:

- Issuance of a verbal warning
- Issuance of a written warning
- Suspension of his/her playing privileges for a defined period of time
- Permanent suspension of his/her playing privileges
- Revocation of his/her Annual Pass and/or Lifetime Pass without monetary reimbursement.
- Removal from the facility
- Monetary restitution for damage to property
- Forfeiture of all fees paid

625 Camp Northen Road Griffin, GA 30224
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DRESS CODE

- No cutoff shorts/shirts.
- Clothing should not have vulgar imagery or language.
- No midriffs, excessive cleavage or short shorts.
- No mesh, sheer or see-through tops.
- No flip flops or sandals on the course.
- No metal spikes. Soft spike cleats or tennis shoes only.

RAIN CHECK POLICY

- Rain checks will be issued due to inclement weather and/or the course becoming unplayable due to inclement weather.
- Rain checks will not be issued for playing a bad round, nor will they be issued for slow play.
- Guests requesting rain checks for reasons other than inclement weather MUST be approved by management.
- Rain checks are valid for 60 days from the issue date, after which they will expire.
- Rain checks are not transferable.
- If it is already raining and guests choose to play anyway, rain checks or refunds will not be issued.

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- USGA Rules govern all play except where modified by local rule.
- All players must check in the Golf Shop before play.
- Each player must have their own bag/clubs.
- Players are responsible for damages to personal property.
- Cart path only on all Par 3 holes.
- Please observe the posted "Cart Rule of the Day" and keep carts at least 30 feet away from tees and greens.
- Tee times are required every day.
- Please play ready golf and allow faster players to play through.
- Carts must be returned by the time posted in the Golf Shop.
- Playing with golf course driving range balls is prohibited on the course. Range balls are to not be used anywhere other than on the driving range.
- The roads, clubhouse, pavilion, driving range and parking lot are considered out of bounds.
- Outside coolers, outside beverages and glass are prohibited on the course.
- No cutoff shorts, shirts, mesh shirts or midriffs are allowed.
- Tennis Shoes or soft spike golf shoes only on the course.
- No groups larger than 4 at any time, unless given permission by Golf Shop management.

Exhibit "A"
Griffin Golf Course Membership Rates

Established by Board of Commissioners 2/27/24
Updated via Fee Schedule

Single Membership: **$350 Annually**

Family Membership: **$700 Annually**

Subject to terms and conditions of membership agreement.

MEMBER #_____



625 Camp Northen Road Griffin, GA 30224
770.229.6615

MEMBERSHIP APPLICATION

MEMBERSHIP CATEGORY: Family_____Single _____ MEMBERSHIP FEE: _____

APPLICANT NAME: _____

APPLICANT EMAIL: _____

APPLICANT PHONE NUMBER: _____

APPLICANT ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

APPLICANT DOB: _____ DATE JOINED: _____

ARE YOU A *NEW (N)* OR *EXISTING (E)* MEMBER: _____ RENEWAL DATE: _____

COMPLETE FOR FAMILY MEMBERSHIPS ONLY:

CHILDREN" MUST BE UNMARRIED, UNDER THE AGE OF 21, AND LIVING AT HOME OR ATTENDING SCHOOL FULL TIME

SPOUSE NAME: _____ SPOUSE EMAIL: _____

SPOUSE PHONE NUMBER: _____ SPOUSE DOB: _____

CHILD NAME #1: _____ DOB: _____

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CHILD NAME #4: _____ DOB: _____

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Member acknowledges that use of Griffin Golf Course facilities and Member Privileges may involve a certain degree of risk to one's property or person and agrees to accept said risk as material consideration for the grant of Member Privileges. Member hereby covenants and agrees to fully indemnify, defend, and hold the City of Griffin and its Commissioners, officials, employees, or other agents harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incidental to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold the City of Griffin and its Commissioners, officials, employees, or other agents harmless from any and all damages to the Member's person or property, and the person or property of the Member's family or guests arising out of or related to use or occupancy of the Griffin Golf Course facilities or Member Privileges of any nature whatsoever, including any negligent acts or omissions of the Club or City.

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_____	_____
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ACCEPTED BY: CITY OF GRIFFIN

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AUTHORIZED REPRESENTATIVE	DATE
_____	
PRINTED NAME	

Approved as to form:

Andrew J. Whalen, III
City Attorney

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Established by Board of Commissioners 2/27/24
Updated via Fee Schedule

Single Membership: **$350 Annually**

Family Membership: **$700 Annually**

Subject to terms and conditions of membership agreement.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Memorandum of Agreement between the City of Griffin and The Georgia Environmental Finance Authority for WaterFirst designation. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This is a renewal of Griffin's WaterFirst designation for a five-year term with a beginning date of December 31, 2023. As a WaterFirst designated community, Griffin is afforded all of the benefits of the WaterFirst Program listed within the attached MOA. Namely, Griffin will continue to have annual eligibiliy for Georgia Department of Community Affairs Community Development Block Grants for water-related projects and a 1% interest rate reduction on all GEFA loans.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The WaterFirst designation provides the following financial benefits:

1. A 1 percent interest rate reduction on GEFA loans.
2. Annual eligibility for Georgia Department of Community Affairs CDBG's.
3. Priority for 319(h) grant funding administered by the Georgia Environmental Protection Division.

Submitted By:
Brandon Lewis

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
GEFA MOA-WaterFirst Renewal[57].pdf

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AND

CITY OF GRIFFIN

Dat

DO NOT DATE THIS PAGE

This Memorandum of Agreement (hereinafter "Memorandum") for the WaterFirst Program is made and entered into effective December 31, 2023, by and between the Georgia Environmental Finance Authority (hereinafter "GEFA") and the **CITY OF GRIFFIN** (hereinafter "Designee") (each a "Party" and collectively the "Parties"). All Parties agree to enter into this cooperative arrangement to maintain the Designee as a WaterFirst Community for a five-year period.

ARTICLE I
Benefits and Activities

The benefits associated with the WaterFirst Community designation are listed below. The Parties intend to explore opportunities under each benefit.

1. Five years of resources, tools, and support provided by GEFA to help meet water management goals.

2. Statewide recognition for being environmental stewards.
   - Listed on GEFA's website.
   - Listed on WaterFirst outreach fliers.
   - Listed on WaterFirst presentations.
   - Provided two road signs and authorization to use the WaterFirst logo and brand.

3. Access to WaterFirst peer network and resources.

4. Invitation to workshops addressing critical water stewardship issues.

5. A 1 percent interest rate reduction on GEFA loans.

6. Annual eligibility for Georgia Department of Community Affairs Community Development Block Grants for water-related projects.

7. Priority for 319(h) grant funding administered by the Georgia Environmental Protection Division.

ARTICLE II
WaterFirst Community Responsibilities

The Designee agrees to the following responsibilities to remain in good standing and to retain its WaterFirst Community designation:

1. Continue achieving environmental excellence in all areas of water resource management.

2. Enhance effective maintenance practices.

3. Improve customer service.

4. Participate in a WaterFirst Program peer review.

5. Provide support and encourage staff participation in at least one WaterFirst function during the five-year term.

6. Maintain eligibility as a qualified local government by having an approved Comprehensive Plan and Service Delivery Strategy.

7. Continue efforts to conserve water with shallow well shower installations at the beach entrances.

8. Explore opportunities for potable water savings, such as reclaiming water for use in the sludge press at the Wastewater Plant.

ARTICLE III
Amendments

This Memorandum represents the entire agreement between the Parties. An amendment can be added to this Memorandum if it is presented in writing and signed by all Parties.

ARTICLE IV
Name and WaterFirst Community Logo/Banner/Pins or Similar Items

GEFA agrees to allow the use of the WaterFirst Program logo and brand items by the Designee on/for any WaterFirst Program activities, grant applications, and related activities. The Designee acknowledges receipt of the WaterFirst Program logo and brand items and any additional products and agrees to use these items only for activities related to, or affected by, the WaterFirst Program.

ARTICLE V
Term and Termination

The Memorandum is effective as dated above and expires December 31, 2028. GEFA has the authority to terminate this agreement if the Designee does not maintain compliance with program requirements, or if the Designee falls out of compliance with its Georgia Environmental Protection Division permits. The Designee will receive a written notice that its designation has been rescinded and GEFA will apply the standard interest rate upon any new loan agreement subsequent to the termination. In this eventuality, the Designee agrees to discontinue using the logo and remove the WaterFirst signs.

This Memorandum constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels, and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the date first written above.

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

By: _____

Print Name: _____

Title: _____

Attest

By: _____

CITY OF GRIFFIN

By: _____

Print Name: _____

Title: _____

Attest

By: _____

SIGN HERE

Approved as to form:

Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider membership dues in the amount of $2,000.00 for the I-75 Central Corridor Coalition.

SPECIAL CONSIDERATIONS OR CONCERNS:

The I-75 Central Corridor Coalition, Inc. was organized in 2018 as a 501(c)(6) entity to advocate for robust transportation, infrastructure, economic vitality and smart growth along the I-75 Corridor from Stockbridge to Macon. The City of Griffin has been a member of this organization since its inception. Investor benefits include: board level consideration, listing on the website, organization listed in marketing materials, and membership events.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

An Annual Public Investor membership is $2,000.

Submitted By:
Susan Bartholomew

Meeting Date:
27/02/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
I75 Corridor Coalition.pdf
I-75 Central Corridor Coalition Invoice.pdf

I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

DRAFT 2024 WORK PLAN

PRE-DECISIONAL

Support Our Partner 501(C)(3)

The re-activation of Georgians for Passenger Rail presents an opportunity for philanthropists to make tax-exempt contributions to supporting smart growth and passenger rail development. Donors can make significant investments toward educational materials that will support the work of the I-75 CCC. The primary focus in 2024 will be working to expand that group's donor network so that the educational materials most helpful to our cause can be produced. These educational materials will also be key to growing broad support for intercity passenger rail.

Lead Member: Robert Reichert Staff: The Clark Group

Expand Legislative Support

The Atlanta-Savannah Corridor has been selected by the Federal Railroad Administration. GDOT is tasked with evaluating options and moving this project forward. A strong legislative caucus and support throughout the state and federal government will be essential for guiding this work. Notably, our messaging should focus on ensuring that the Atlanta-**MACON**-Savannah route takes precedence, given the unmatched benefits to congestion mitigation, economic growth, freight movement, national security, and access to workforce housing.

Lead Member: _____ Staff: The Clark Group

Apply for Grants and Congressionally Directed Spending

The coalition has earned support from many within the state's congressional delegation. In the first quarter of 2024, member governments should identify projects that improve transportation safety and efficiency (especially related to rail). These can be communicated with Congressional staff in the first quarter of the year but can also be grant opportunities throughout the year. The CRISI, RAISE, and SS4A programs (among others) all received additional funding recently.

Lead Member: _____ Staff: MGRC, TRRC, ARC

Promote Smart Growth Planning and Transit Oriented Development

A central tenant of the organization is that growth in the I-75 Central Corridor should be planned and undertaken smartly. As such, communities throughout the corridor will benefit from enhanced connectivity to the corridor's transportation network, especially from transportation projects and community developments that are focused on reducing congestion and enhancing mobility for both people and goods. This task includes continued work with GDOT on the proposed truck lanes to ensure that the project is compatible with the principles of smart growth.

Lead Member: _____ Staff: MGRC, TRRC, ARC

Expand Membership in the I-75 Central Corridor Coalition

Several communities along the I-75 Central Corridor have not yet joined the coalition. Several of these could see a direct benefit from the transportation improvements proposed by this organization. Outreach to grow membership, from within the current geographical footprint of the corridor should be pursued.

Lead Member: _____ Staff: ARC, MGRC, TRRC

Gain Support from Chambers of Commerce and Civic Groups

Chambers of Commerce are valuable assets to help secure economic development projects as well as gain public support. Likewise, working through local civic organizations can help to grow grassroots support for our work. A special outreach should be made to gain the support of rural Chambers of Commerce. The educational materials produced by Georgians for Passenger Rail will be helpful to these efforts.

Lead Member: Kay Pippin Staff: The Clark Group

Partner on the Development of a Regional Airport Authority

To support the expansion of the Griffin-Spalding County airport, the State of Georgia is proposing the creation of a regional airport authority. Within the I-75 CCC, member counties of Spalding, Butts, Henry, Lamar, and Monroe may all be members. The expansion of this airport will create new job opportunities and can serve as another multimodal transportation hub for the corridor.

Lead Member: Doug Hollberg Staff: TRRC, ARC, MGRC

I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

WHY INVEST NOW?

- This is the opportunity of a lifetime to create a comprehensive transportation system in Georgia.
- GDOT is currently planning to study three different intercity passenger rail alternatives between Atlanta and Savannah. **Only the Atlanta-MACON-Savannah route will reap the full economic and congestion mitigation benefits** from connecting freight, employment, transportation, and national security hubs throughout Georgia.
- Passenger rail will add $36 million in increased production and spending. An estimated **50,000 new permanent jobs** will be created around rail stations, and these areas will serve as growing hubs for workforce housing.
- The average daily traffic on I-75 from Atlanta to Macon is nearly 200,000 vehicles. In 2050 it will be nearly 350,000 vehicles. GDOT projects that **traffic delays in the I-75 Central Corridor will most likely TRIPLE by 2050!**
- The Atlanta-MACON-Savannah route will connect people to jobs at both **Atlanta's largest employer, Delta,** and at **Robins Air Force Base, the state's largest industrial complex.** These two employers alone account for over 60,000 *civilian* employees. Employees of the future need accessible workforce housing but are less inclined to drive long distances. Intercity passenger rail provides an alternative.

OUR PRIORITY ASKS

- ✓ Support the Atlanta-**MACON**-Savannah route in GDOT's environmental impact study. The benefits here outweigh any and all other options!
- ✓ Provide funding for a **new multimodal rail station at Hartsfield-Jackson International Airport.** This is a logical terminus for the Atlanta-MACON-Savannah route and will become a hub for rail connectivity in the Southeast. We propose **$5M from the FY24 surplus to support site identification, planning, and acquisition.**
- ✓ Join **Interstate Rail Compacts** with neighboring states to accelerate connectivity for the Atlanta-MACON-Savannah route at logical termini.
- ✓ Support **funding for education** about the benefits and opportunities of passenger rail through our partner 501(c)(3) organization.

I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

RIDING THE RAILS TO A SAFER & BETTER GEORGIA

The New Path to Economic Development & Job Growth for All Georgians

Purpose of Message:

To describe the opportunity of a lifetime to create a comprehensive transportation system in Georgia and ask for support from the General Assembly, Congress, and civic organizations to take this opportunity, mitigate current congestion, and plan for a more orderly, smarter growth.

There is never going to be another moment like this to transform a corridor that will help economic growth, enhance talent mobility, and serve two of the most important economic engines in Georgia (Hartsfield-Jackson International Airport and Robins AFB), while also connecting rural and underserved communities and mitigating the growing congestion along I-75 south of Atlanta.

Today, Charlotte and Raleigh are leading the way to be the southeast's hub for passenger rail. We want Atlanta to be that place, but the time for action is now.

The Corridor Identification and Development (CID) Program:

Three new corridors have been designated in Georgia, but GDOT is only responsible for one: Atlanta to Savannah.

For each corridor, the Federal Railroad Administration (FRA) will award $500,000 (without match) for the initiation of new passenger rail development efforts, which will lead to a service development plan (SDP) for the Corridor

GDOT plans to study three different alternatives between Atlanta and Savannah, including a costly greenfield development proposal. **Only the Atlanta-MACON-Savannah route will reap the full economic and congestion mitigation benefits** from connecting freight, employment, transportation, and national security hubs throughout Georgia.

Economic Benefits: *(As reported by the Southeast Corridor Commission)*

Passenger rail development will add **$36 million in increased production** and spending. Commercial and private **property values will increase by over $3 billion** around new and improved rail stations. Nearly 100,000 new jobs will come from construction and **50,000 new permanent jobs** will be created around stations. These stations can be a hub for new housing developments.

This project is the first step in building **Georgia's Prosperity Corridor** of the future between Atlanta and Savannah, driven by increasing technological innovation throughout the state and the continued growth projected to come out of the Port of Savannah.

Intercity passenger rail from Atlanta to Macon will help to support the effective movement of people and goods throughout the state by tying major hub communities together, expanding access to workforce housing, and by creating the environment to attract more private investment.

Congestion Mitigation:

The local daily volume of traffic on I-75 from Atlanta to Macon is nearly 200,000 (22% trucks) .... in 2050 it will be nearly 350,000, with 35% trucks. Much of the job growth will continue in suburban, exurban, and rural areas along our corridor.

FHWA currently rates the level of service on the I-75 from Atlanta to Macon as an F, the worst level of service in the highway system. According to a GDOT study, traffic delays on I-75 will most likely triple by 2050! Imagine traffic now.... Imagine 2034.... And then imagine 2050

Intercity passenger rail will begin to reduce congestion in this vital corridor and can create opportunities for smarter growth around a multimodal transit system.

Connecting People to Jobs at Robins AFB & Hartsfield-Jackson Airport:

Robins AFB draws employees from more than 78 Georgia counties and is the state's largest industrial complex—employing more people than Hyundai and Rivian will, combined. Most of these employees are civilians living across the state.

Delta is the largest employer in Atlanta, with more than 40,000 employees, and thousands of employees live south of Hartsfield-Jackson in the I-75 corridor.

The future of talent is mobile. They need accessible workforce housing but are not as interested in *driving* to work. Intercity passenger rail provides another way.

Recap:

There is never going to be another moment like this to transform a corridor that will help economic growth, enhance talent mobility, and serve two of the most important economic engines in Georgia (Hartsfield-Jackson International Airport and Robins AFB), while also connecting rural and underserved communities and mitigating the growing congestion along I-75 south of Atlanta.

Asks:

- ✓ The current Environmental Impact Statement is evaluating routes for High-Speed Rail from Atlanta to Savannah. Several possible routes are being evaluated, but the benefits of an Atlanta-MACON-Savannah route should outweigh other options.

- ✓ The General Assembly needs to fund a new multimodal rail station at Hartsfield-Jackson International Airport. This is a logical terminus for the Atlanta-MACON-Savannah route and will become a hub for rail connectivity across the Southeast. We propose $5M from the FY24 surplus to support site identification, planning, and acquisition.

- ✓ Join Interstate Rail Compacts with neighboring states to accelerate connectivity for the Atlanta-MACON-Savannah route at logical termini.

- ✓ Provide recurring allocations for intercity passenger rail development.

- ✓ Support funding for education on the current conditions, future scenarios, and outreach to small and rural communities and civic organizations. This can be done through our existing 501(c)(3).

- ✓ Sponsor a collaborative series of workshops with Norfolk Southern. This too can be done through our 501(c)(3).

Your Last Line:

"If we want to maintain the incredible position we're in today for another generation, we need to make smart moves right now to secure that future."

- Governor Brian Kemp

Sens. Ossoff, Rev. Warnock Announce New Federal Funding to Accelerate Georgia Passenger Rail

December 7, 2023

Senators Reverend Warnock and Ossoff lauded the distribution of three Bipartisan Infrastructure Law-funded grants to help create three new passenger rail corridors connecting cities across Georgia and other major Southeastern cities

The three $500,000 federal awards from the Federal Rail Administration will explore creating new commercial passenger rail corridors from Atlanta to Savannah; from Atlanta to Charlotte, NC; and from Atlanta to Chattanooga and other major cities in TN

Senator Reverend Warnock: "Creating new transit options with routes connecting Atlanta to Savannah, Charlotte, Chattanooga, and cities in between would be a boon to our state and economy"

Senator Ossoff: "Through the bipartisan infrastructure law, Senator Warnock and I are accelerating progress toward passenger rail networks to serve Georgia and the Southeast region"

Washington, D.C. – Today, U.S. Senators Senators Jon Ossoff (D-GA) and Reverend Raphael Warnock (D-GA), a member of the Senate Commerce & Transportation committee, announced new federal awards to explore three new passenger rail corridors in Georgia. The grants are being distributed by the Federal Rail Administration, and are made possible by the Bipartisan Infrastructure Law championed by Senators Warnock and Ossoff.

The corridor identification grants, totaling $1.5 million, will fund efforts to explore three new passenger rail routes across Georgia and into neighboring states. When completed, these routes would provide additional public transit options between economic centers in the state like Savannah, Macon, Augusta, Athens and Atlanta, and provide Georgia residents with increased mobility options to reach some of the Southeast's largest cities, including Nashville, TN; Memphis, TN; Chattanooga, TN; and Charlotte, NC.

"Creating new transit options with routes connecting Atlanta to Savannah, Charlotte, Chattanooga, and cities in between would be a boon to our state and economy," **said Senator Warnock.** "I'm thrilled to announce new investments to explore three new passenger rail corridors in Georgia, and I'm glad to work with Senator Ossoff to get this done."

"Through the bipartisan infrastructure law, Senator Warnock and I are accelerating progress toward passenger rail networks to serve Georgia and the Southeast region. This is a long-term project that will require cooperation and strong execution at all levels of government, but it has the potential to unlock huge gains in mobility and quality of life for Georgians," **Senator Ossoff said.**

As a member of the Senate committee that covers rail policy, Senator Warnock has long been a champion for strengthening rail access and safety across Georgia, and has pushed for a potential Atlanta-Chattanooga-Nashville-Memphis passenger rail corridor in a letter of support for the grant. In June 2023, Senator Warnock was joined by Senator Ossoff in **announcing (https://www.warnock.senate.gov/newsroom/press-releases/senators-reverend-warnock-ossoff-announce-over-3-million-in-new-bipartisan-infrastructure-law-investments-to-eliminate-blocked-rail-crossings-in-georgia/)** $3.2 million in federal funding from the Bipartisan Infrastructure Law for projects in Chatham, DeKalb, and Gwinnett counties to improve mobility by eliminating

railway-highway crossings and study construction alternatives to address safety, connectivity, and environmental sustainability. Additionally, earlier this year Senator Warnock successfully **secured** **(https://www.warnock.senate.gov/newsroom/press-releases/senator-reverend-warnock-secures-major-victories-in-bipartisan-rail-safety-legislation-to-address-stalled-trains-trapping-atlanta-residents/)** Senate passage of two critical provisions in the *Railway Safety Act of 2023* to address stalled trains trapping Atlanta residents in their neighborhood, and would update the grant program to provide additional support for projects that would eliminate crossings near schools, along school bus routes.

Since entering the Senate, Senator Ossoff has championed efforts to expand passenger rail across Georgia and the Southeast, driving economic growth and increasing mobility and connectivity. In March 2022, Senator Ossoff **delivered (https://www.ossoff.senate.gov/press-releases/news-sen-ossoffs-push-to-begin-planning-atlanta-to-savannah-high-speed-rail-passes-congress/)** $8 million in Congressionally Directed Spending to the Georgia Department of Transportation (GDOT) to begin the planning of a high-speed rail link between Atlanta and Savannah — the first significant investment in this long-desired rail corridor. This new $500,000 grant to GDOT through the bipartisan infrastructure law will accelerate the Atlanta-Savannah rail project into its Phase 2 Study.

See the table below for more details on new passenger rail investments coming to Georgia:

GRANT	CORRIDOR	AGENCY	IMPACTED STATES	CITIES	AMOUNT

Fiscal Year 2022 Corridor Identification and Development Award	Atlanta to Savannah Corridor	Georgia Department of Transportation	GA: Georgia	GA: Atlanta, Macon, Savannah, Augusta, Athens	$ 500,000

I-75 Central Corridor Coalition, Inc.

Promoting Smart Growth in Georgia's Central Corridor

2024 DUES INVOICE

TO: **Douglas Hollberg, Mayor**
City of Griffin
P. O. Box T
Griffin, Ga 30224

Date of Invoice: December 12, 2023

Invoice Number: 2024-005

DESCRIPTION OF SERVICES

Public Investor	$2,000
Investor benefits include: board level consideration, listing on website, organization listed in marketing materials, membership events.	

Please remit a copy of the enclosed registration form with a check payable to
I-75 Central Corridor Coalition

Mail to:
Middle Georgia Regional Commission
175 Emery Highway
Suite C
Macon, GA 31217

FOR INFORMATION, CONTACT: Laura Mathis (tel. 478.751.6160, fax. 478.751.6517, email: lmathis@mg-rc.org)