



CITY OF
FORESTPARK

**CITY OF FOREST PARK
CITY COUNCIL WORK SESSION MEETING**

Monday, August 17, 2026 at 6:00 PM
Forest Park City Hall | Council Chambers
745 Forest Parkway, Forest Park, GA 30297

The Honorable Mayor Gwendolyn W. Ellison
The Honorable Kimberly James The Honorable Delores A. Gunn
The Honorable Hector Gutierrez The Honorable Latresa Akins-Wells
The Honorable Allan Mears
Carl Geffken, City Manager
Vanessa Holiday, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

Council Meetings will be live-streamed and available on [Forest Park's YouTube Channel](#)

- I. **CALL TO ORDER/WELCOME**
- II. **ROLL CALL - CITY CLERK**
- III. **ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS**
- IV. **COUNCIL DISCUSSION: REQUEST FOR ITEMS TO BE PLACED ON THE CONSENT AGENDA DURING THE REGULAR SESSION MEETING**

1. **Consent Agenda - Request for Blanket Purchase Orders - Public Works**

Background/History:

As part of our ongoing efforts to streamline the procurement process, the following contracted or sole source vendors are being presented to create Blanket Purchase Orders for FY 2026/2027:

Contract with Waste Management \$1,522,500.00 Sanitation Services. Funding Source: 540-72-4520-52-3000

Cooperative DOAS Statewide Contract with Boswell Oil \$600,000.00 Purchase of Fuel/Oil. Funding Source: 100-27-4900-53-1270

2. **Council Consideration to adopt the Local Government Records Retention Schedule in accordance with O.C.G.A. § 50-18-90. - Office of the City Clerk**

Background/History:

A local government or state agency in Georgia adopts a Records Retention Schedule via a formal legal resolution. This action complies with the Georgia Records Act (O.C.G.A. § 50-18-90) and binds the entity to official destruction and maintenance guidelines set by the Georgia Archives. Core Components of a Retention Resolution Legal Authority: Cites O.C.G.A. § 50-18-90 to establish a compliant records management program.

Schedule Adoption: Formally incorporates state-approved paper and electronic retention timetables provided by the Georgia Archives. Assigns the City Clerk to oversee compliance and coordination.

Destruction Prohibition: Prohibits the disposal of any public record outside the parameters of the designated retention schedule.

Public Inspection: Requires a certified copy of the schedule to remain accessible for public review in the clerk's office.

V. OLD BUSINESS

3. **Council Consideration to enter into a contract with NCB Incorporated for Grant Administration and Management Services: Finance Department - Finance Background/History:**

The City of Forest Park sought proposals from qualified and experienced firms to provide comprehensive grant administration and management services. The selected firm will assist the City in identifying, researching, applying for, administering, and managing grant opportunities from federal, state, local, and private funding sources. These services are intended to enhance the City's ability to secure external funding, maximize available resources, and support strategic initiatives, capital improvement projects, infrastructure enhancements, community development programs, and other municipal priorities. This contract award will enable the City to proactively pursue grant opportunities and strengthen long-term financial sustainability through external funding sources. Request for Proposals #2026-RFP-024 was publicly issued and eight (8) proposals were received. After the evaluation of technical and cost proposals based on the criteria outlined in the solicitation, the Evaluation Committee recommends award to the highest scoring proposer: NCB Incorporated, 4017 Moonlight Drive, Little Elm, TX. 75068. Amount Not To Exceed: \$80,000.00 – General Funds - Finance Consulting 100.22.1510.52.1002.

VI. NEW BUSINESS

4. **Council Approval of an Ordinance amending certain department names and establishing the office of the city clerk as a separate department. - Attorney Background/History:**

Sec. 2-3-1. - Departments established.

(a) The following departments of the city are hereby established:

- (1) Economic Development;
- (2) Finance;
- (3) Fire and Emergency Management Service;
- (4) Human Resources;
- (5) Planning and Community Development;
- (6) Public Works;
- (7) Police;
- (8) Recreation and Leisure Services;
- (9) Information Technology;
- (10) Municipal Court; and
- (11) Code Compliance; and
- (12) Office of the City Clerk

5. **Council Consideration to approve FY26/27 Budget Amendment #6 - Finance**

Background/History:

BACKGROUND / DISCUSSION

The proposed amendment reflects the City's ongoing commitment to proactive financial management, responsible stewardship of public resources, and alignment of departmental appropriations with current operational priorities. These adjustments are consistent with the City's budget review process and are intended to support accurate financial reporting, compliance with adopted budgetary standards, and effective management of departmental resources.

Budget Amendment #6 reflects departmental changes implemented by City Manager Carl Geffken, at the request of City Council, to ensure that the City's organizational structure, staffing resources, and appropriations remain aligned with current operational priorities.

As part of the City's regular budget monitoring and forecasting process, the Finance Department reviewed departmental expenditure and personnel needs and identified the adjustments necessary to properly align the adopted budget with current operational requirements.

VII. **EXECUTIVE SESSION - Personnel, Litigation, Real Estate or Cyber Security OCGA § 50-14-1**

VIII. **ADJOURNMENT**

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.



CITY OF
FOREST PARK

City Council Agenda Item

Title of Agenda Item: Consent Agenda – Request for Blanket Purchase Orders

Submitted By: Marvin Hines

Date Submitted: 7-29-2026

Work Session Date: 7-29-2026

Council Meeting Date: 8-03-2026

Background/History:

As part of our ongoing efforts to streamline the procurement process, the following contracted or sole source vendor is being presented to create Blanket Purchase Orders:

Waste Management	\$1,522,500.00	Sanitation	Fund: 540-72-4520-52-3000
Boswell Oil	\$600,000.00	Purchase of Fuel/Oil	Fund: 100-27-4900-53-1270

Action Requested from Council:

Consideration and Approval of Blanket Purchase

Orders **Cost:** \$ 2,122,500.00

Budgeted for: X **Yes** **No**

Financial Impact:

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into this 6th day of February 2023, by and between the **CITY OF FOREST PARK** a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and **GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT** or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.

1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.

1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 Biomedical Waste: Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 Bulk Items: Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.8 City: City of Forest Park, Georgia.

1.9 Small Commercial Unit: A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 Commercial Premises: All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 Commercial Solid Waste: All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 Container: A Bin, Cart, or Roll-Off Container.

1.13 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **"Roll-Off Container"** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include, insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C & D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the

Containers. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall

submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Labor Day
 Independence Day
 Juneteenth

Contractor shall observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution

of the customer complaint, Contractor will close the report or ticket and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint

4.4.3.2 Action taken to satisfy request or resolve complaint

4.4.3.3 Date of communication with Customer

4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or

impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within five (5) business days – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within a reasonable amount of time based on the circumstances of such damage: \$300.

6.10 Failure of the Contractor to ensure that each equipment operator is properly licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to

indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor's gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express

obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
 Employer's Liability \$1,000,000
 Bodily Injury Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 aggregate
 Property Damage Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 each occurrence
 Automobile Bodily Injury \$1,000,000 each person
 Liability \$1,000,000 each occurrence
 Automobile Property Damage Liability \$1,000,000 each occurrence
 Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way,

bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if

non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services

provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on March 1, 2023, with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until February 28, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:



Mayor

ATTEST:



Clerk



GEORGIA WASTE SYSTEMS, LLC.

By: _____

Name: _____

Title: _____

ATTEST:

State of Georgia Statewide Standard Contract Form

Solicitation Title Petroleum Products	Solicitation Number 99999-001-SPD0000222	Contract Number 99999-001-SPD0000222-
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1. This Contract is entered into between the Agency and the Supplier named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Supplier's Name
Boswell Oil Company

(hereafter called Supplier)

2. Contract to Begin: 12/01/2024	Date of Completion: 11/30/2026	Renewals: 5
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3. Performance Bond, if any: _____ Other Bonds, if any: _____

4. Authorized Person to Receive Contract Notices for Agency: **Donnie Treadway (donnie.treadway@doas.ga.gov)** Authorized Person to Receive Contract Notices for Supplier: _____

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: Contract Terms and Conditions for Goods and Services
Exhibit 1: Data Security, Confidentiality, and Ownership Terms and Conditions
Attachment 2: Solicitation (referenced above)
Attachment 3: Supplier's Final Response

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

6.

Supplier

Supplier's Name (If other than an individual, state whether a corporation, partnership, etc.)

Boswell Oil Company

By (Authorized Signature)

Jim Kennedy

Date Signed

06/17/24

Printed Name and Title of Person Signing

Jim Kennedy

Address

150 Floyd Drive, Athens, GA 30607

7.

Agency

Agency Name
Department of Administrative Services

By (Authorized Signature)

Jim Barnaby

Date Signed

7/19/2024

Printed Name and Title of Person Signing

Address

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and 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. Additional definitions and acronyms are set forth in Attachment 2 to this Statewide Contract. Such terms will apply to the Statewide Contract and all documents incorporated herein unless a different meaning is otherwise assigned to specific terms in this Attachment 1.
- (ii) **“Awarded Item Schedule”** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Supplier providing such goods and services.
- (iii) **“Contract”** or **“Statewide Contract”** means the agreement between Agency and Supplier as defined by the Statewide Contract Form and its incorporated documents. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall be deemed to be an original, but all such counterparts shall together constitute one and the same Contract.
- (iv) **“Supplier”** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **“Purchase Instrument”** means the documentation issued by Agency or User Entities to Supplier for a purchase of goods and 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 goods and services to be purchased, the delivery date and location, the address where Supplier should submit the invoices, and any other requirements deemed necessary by Agency or User Entities.
- (vi) **“Response”, “Supplier’s Response” or “Final Response”** means the Supplier’s submitted response to the RFX, including any modifications or clarifications accepted by Agency.
- (vii) **“RFX”** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto), if any, specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **“State”** means the State of Georgia, Agency, User Entities, and any other authorized state entities 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, Supplier’s Response to the RFX other incorporated documents, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract

negotiations. No objection or amendment by Supplier to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless Agency has accepted Supplier'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 Entity” or “User Entities”** means any offices, agencies, departments, boards, bureaus, commissions, institutions, local political subdivisions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Supplier as a source of supply to the User Entities of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by User Entities. The execution of this Statewide Contract only establishes Supplier as an authorized source of supply by Agency and creates no financial obligation on the part of Agency.
3. **Priority of Contract Provisions.** Any contract terms and conditions included on Supplier's forms or invoices shall be null and void.
4. **Reporting Requirements.** Supplier shall provide all reports required by the Statewide Contract. In addition, unless otherwise provided in the Statewide Contract, Supplier shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

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. Pursuant to O.C.G.A. §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 except as otherwise permitted by law.
2. **Contract Renewal.** 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 Supplier 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 Supplier's performance. Renewal will be accomplished through the issuance of a Renewal Notice. Upon Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Supplier shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by Agency and Supplier.
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 goods and services, Agency may, with the written consent of Supplier, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Documents.** Supplier shall provide all goods, services, and other deliverables in compliance with the specifications contained in the statewide Contract.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination, where title shall pass directly from Supplier to User Entity, subject to User Entity's right to reject upon inspection. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Supplier's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Supplier to remedy without cost to User Entities, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other Suppliers to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Entities may obtain similar goods and services from other Suppliers. Where applicable, User Entities must obtain prior approval of Agency, which approval shall be made at the sole discretion of Agency when it is deemed to be in the best interests of the State and shall be conclusive. Supplier and its subcontractors, if any, will cooperate with User Entity and other suppliers and will so provide the goods and services that other cooperating suppliers will not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.
5. **Liability for User Entity Furnished Property.** Supplier assumes complete liability for any materials User Entity furnishes to Supplier in connection with the Contract and Supplier agrees to pay for any User Entity materials Supplier damages or otherwise is not able to account for to User Entity's satisfaction. User Entity furnishing to Supplier any materials in connection with the Contract will not be construed to vest title thereto in Supplier.

D. COMPENSATION

1. **Pricing and Payment.** Supplier shall be paid for the goods and services sold pursuant to the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. In addition to the specific taxes and fees referenced in Section 5.2.1.2 of the RFX, the Authorized Users will pay Prepaid Fuel Tax and the State Road Tax, as well as the Leaking Underground Storage Tank Tax (LUST). These taxes will be the responsibility of the Supplier to collect and remit. - User Entities are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Entities.
2. **Billings.** If applicable, and unless the Statewide Contract provides otherwise, Supplier shall submit, on a regular basis, an invoice for goods and services supplied to User Entities under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Entities shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by Agency and Supplier, Supplier shall not be entitled to receive any other payment or compensation from User Entities for any goods or services provided

by or on behalf of Supplier under the Statewide Contract. Supplier shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Supplier's Failure.** If User Entities in good faith determine that Supplier has failed to perform or deliver any service or product as required by the Statewide Contract, Supplier shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, User Entities may withhold that portion of Supplier's compensation which represents payment for services or products that were not performed or delivered. To the extent that Supplier's failure to perform or deliver in a timely manner causes User Entities to incur costs, User Entities may deduct the amount of such incurred costs from any amounts payable to Supplier. User Entities' authority to deduct such incurred costs shall not in any way affect Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Supplier.** In the event that Supplier owes User Entity any sum or User Entity must obtain substitute performance, User Entity may set off the sum owed against any sum owed by User Entity to Supplier.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. §50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if User Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that User Entity cannot fulfill its obligations under the Statewide Contract, which determination is at User Entity's sole discretion and shall be conclusive. Further, Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event Supplier is required to be certified or licensed as a condition precedent to providing goods and 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;
 - (ii) Agency determines that the actions, or failure to act, of Supplier, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) Supplier fails to comply with confidentiality laws or provisions; and/or
 - (iv) Supplier furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for Agency to declare Supplier in default of its obligations under the Statewide Contract or User Entity to declare Supplier in default of its obligations under a Purchase Instrument:
 - (i) Supplier fails to deliver or has delivered nonconforming goods or services or fails to perform, to the satisfaction of Agency or User Entity, as applicable, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the warranties made by Supplier;
 - (ii) Agency or User Entity, as applicable, determines that satisfactory performance of the

Statewide Contract or Purchase Instrument is substantially endangered or that a default is likely to occur;

- (iii) Supplier fails to remain responsible during the term of the Contract;
- (iv) Supplier fails to make substantial and timely progress toward performance of the Statewide Contract or Purchase Instrument;
- (v) Supplier 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; Supplier terminates or suspends its business; or Agency reasonably believes that Supplier has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (vi) Supplier 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;
- (vii) Supplier has engaged in conduct that has or may expose the Agency, User Entity, or the State to liability, as determined in the sole discretion of the Agency or User Entity, as applicable; or
- (viii) The Supplier has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. Notice of Default. If there is a default event caused by Supplier, Agency or User Entity, as applicable, shall provide written notice to Supplier requesting that the breach or noncompliance be remedied within the period of time specified in the notice. If the breach or noncompliance is not remedied within the period of time specified in the written notice, Agency or User Entity may:

- (i) Immediately terminate the Statewide Contract or Purchase Instrument; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to Supplier; and/or,
- (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. Termination Upon Notice. Following thirty (30) days' written notice, Agency may terminate the Statewide Contract or User Entity may terminate a Purchase Instrument, in whole or in part, without the payment of any penalty or incurring any further obligation to Supplier. Following termination upon notice, Supplier shall be entitled to compensation from User Entity, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to User Entities up to and including the date of termination.

5. Termination Due to Change in Law. Agency shall have the right to terminate this Statewide Contract and User Entity shall have the right to terminate a Purchase Instrument without penalty by giving thirty (30) days' written notice to Supplier as a result of any of the following:

- (i) Agency's or User Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by Agency or User Entity; and/or
- (ii) Agency's or User Entity's duties are substantially modified.

- 6. Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by Agency or termination of a Purchase Instrument by User Entity, User Entities shall pay only those amounts, if any, due and owing to Supplier for goods and services actually rendered up to the date specified in the notice of termination for which User Entities are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of Supplier's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by Supplier 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.
- 7. Supplier's Termination Duties.** Upon receipt of notice of termination or upon request of Agency or User Entity, as applicable, Supplier shall:
 - (i) Cease work under the Statewide Contract or Purchase Instrument 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 return to the State, any personal property or materials, whether tangible or intangible, provided by the State to Supplier;
 - (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by Supplier under the Statewide Contract;
 - (iv) Cooperate in good faith with Agency, User Entities, and their employees, agents and Suppliers during the transition period between the notification of termination and the substitution of any replacement Supplier; and
 - (v) Immediately return to User Entities any payments made by User Entities for goods and services that were not delivered or rendered by Supplier.

F. CONFIDENTIAL INFORMATION

- 1. Access to Confidential Data.** Supplier's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out Supplier's responsibilities under the Statewide Contract. Supplier shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Supplier will have access to the State's confidential information, then:
 - (i) Supplier shall provide to the State a written description of Supplier's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) Supplier must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by Supplier in connection with the performance of the Statewide Contract; and
 - (iv) Supplier shall provide adequate supervision and training to its agents, employees and

subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for Agency and/or User Entities may require Supplier to sign a nondisclosure agreement. Supplier understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract or Purchase Instrument, as applicable.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by Supplier shall be considered the property of the State. Supplier must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon Supplier for records containing confidential information, Supplier shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** Supplier shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** Supplier's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Supplier's Indemnification Obligation.** Supplier agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of Supplier or any employee, agent or subcontractor utilized or employed by Supplier;
 - (iii) Any failure of goods or services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of Supplier in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that allege product liability, strict product liability, or any variation thereof;
 - (vi) Supplier's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by Supplier;
 - (vii) Any failure by Supplier to comply with the "Compliance with the Law" provision of the

Statewide Contract;

- (viii) Any failure by Supplier to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Supplier to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by Supplier to adhere to the confidentiality provisions of the Statewide Contract.
- 2. 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"), Supplier (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Supplier and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- 3. Litigation and Settlements.** Supplier 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 Supplier unless approved in writing by Supplier. No settlement or compromise of any claim, loss or damage entered into by Supplier shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
- 4. Patent/Copyright Infringement Indemnification.** Supplier shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives Supplier immediate notice in writing of the institution of such suit, permits Supplier to fully participate in the defense of the same, and gives Supplier all available information, assistance and authority to enable Supplier to do so. Subject to approval of the Attorney General of the State of Georgia, Agency shall tender defense of any such action to Supplier upon request by Supplier. Supplier shall not be liable for any award of judgment against the State reached by compromise or settlement unless Supplier accepts the compromise or settlement. Supplier shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the goods or services are in any suit held to constitute infringement and its use is enjoined, Supplier shall, at its option and expense:

- (i) Procure for the State the right to continue using the goods or services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Supplier, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (iv) Compliance with designs, plans or specifications furnished by or on behalf of Agency as to the goods or services;
- (v) Use of the goods or services in combination with apparatus or devices not supplied by Supplier;
- (vi) Use of the goods or services in a manner for which the same was neither designed nor contemplated; or
- (vii) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. Survives Termination. The indemnification obligation of Supplier shall survive termination of the Statewide Contract or purchase thereunder.

H. INSURANCE

Within ten (10) business days of award and before commencing work on this Contract, Supplier must provide Agency with certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of Supplier to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Supplier for Supplier's operations. These are solely minimums that have been established to protect the interests of the State. Supplier shall procure and maintain the insurance policies described below and shall furnish Agency two insurance certificates referencing the contract number. The certificates must list the State of Georgia as certificate holder and as an additional insured on the Commercial General Liability policy. The insurance certificates must document that the Commercial General Liability insurance coverage provided by Supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company; a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to Agency. Supplier is required to maintain the following insurance coverage's during the term of the Statewide Contract:

- A. Workers Compensation Insurance (Occurrence) in the amounts of the limits established by applicable law (A self-insurer must submit a certificate from the applicable state entity stating that Supplier qualifies to pay its own workers compensation claims.) In addition, Supplier shall require all subcontractors performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- B. Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
C. Professional Liability/Errors and Omissions	\$2,000,000
D. Umbrella Liability	\$2,000,000
E. Automobile Liability	
Combined Single Limit	\$1,000,000

Should any of the foregoing policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, Supplier shall notify the State immediately upon receiving any information that any of the coverages required herein are or will be changed, cancelled, or replaced. The foregoing policies shall be obtained from insurance companies licensed or authorized to do business in Georgia and shall be with companies acceptable to Agency, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

I. **BONDS**

Supplier shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form. User Entities may require additional bonds for some Purchase Instruments.

J. **WARRANTIES**

- 1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by Supplier and/or subcontractors in all provisions of the Statewide Contract and Supplier's Response, whether or not the Statewide Contract specifically denominates Supplier's and/or subcontractors' promise as a warranty or whether the warranty is created only by Supplier's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by Supplier. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. **Warranty – Nonconforming Goods and Services.** All goods and services delivered by Supplier to User Entities shall be free from any defects in design, material, or workmanship. If any goods or services offered by Supplier are found to be defective in material or workmanship, or do not conform to Supplier's warranty, User Entities shall have the option of returning, repairing, or replacing the defective goods or services at Supplier's expense. Payment for goods or services

shall not constitute acceptance. Acceptance by User Entities shall not relieve Supplier of its warranty or any other obligation under the Statewide Contract.

3. **Originality and Title to Concepts, Materials, Goods, and Services Produced.** Supplier represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with Supplier or that Supplier has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Supplier represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to Supplier to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. Supplier represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
4. **Conformity with Contractual Requirements.** Supplier represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
5. **Authority to Enter into Contract.** Supplier 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.
6. **Responsibility.** Supplier represents and warrants that it shall remain responsible at all times during the term of the Contract.
7. **Obligations Owed to Third Parties.** Supplier represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Supplier pursuant to the Statewide Contract are or will be fully satisfied by Supplier so that the State will not have any obligations with respect thereto.
8. **Title to Property.** Supplier represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in Supplier until fully paid for by User Entities. Except as otherwise expressly authorized by the State, all materials produced by Supplier personnel in the performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes, and other project documentation shall be deemed to be works made for hire and shall be the property of the State. In the event such works do not constitute works made for hire as defined in Section 101 of the Copyright Act, Supplier hereby assigns to the State title to all such materials.
9. **Industry Standards.** Supplier represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the highest applicable standards in Supplier's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. Supplier's Personnel and Staffing. Supplier warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Supplier or lawful employees of a subcontractor authorized by Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Supplier shall have all professional licenses required to perform the services.

11. Use of State Vehicles. Supplier warrants that no State vehicles will be used by Supplier for the performance of services under this Statewide Contract. Supplier shall be responsible for providing transportation necessary to perform all services.

12. Web Accessibility Requirements. As applicable to the goods and/or services being provided under the Contract, Supplier warrants that:

- (i) Its products and services comply with and shall remain in compliance with all applicable federal disability laws and regulations, including but not limited to the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; and
- (ii) Its products and services, as applicable, conform with the prevailing Web Content Accessibility Guidelines (WCAG) Standards to AA level-currently WCAG 2.1 AA;
- (iii) Supplier shall maintain, retain, and provide to the State upon request its accessibility testing results and written documentation verifying accessibility in a VPAT or other format specified by the State;
- (iv) It shall permit the state to conduct an accessibility audit by any auditor of the State's choice and promptly respond to, resolve, and remediate at no cost to the state any complaint regarding accessibility of its products and services; and
- (v) It shall hold the State harmless from and indemnify the State for any claims arising out of its failure to comply with these obligations.

K. PRODUCT RECALL

In the event that any of the goods are found by Supplier, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Supplier will promptly communicate all relevant facts to Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Agency from taking such action as may be required of it under any such law or regulation. Supplier shall perform all necessary repairs or modifications at its sole expense except to any extent that Supplier and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

- 1. Order of Precedence.** 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 Supplier attached hereto and the Awarded Item Schedule, if any), the RFX if any, (including any subsequent addenda), and the Supplier's Response, and other documents incorporated into the Statewide Contract, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the Statewide Contract Terms and Conditions and Exhibit 1 "Data Security, Confidentiality, and Ownership 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 Supplier's Response, except that objections or amendments by Supplier 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.
- (iv) Fourth, by giving preference to the other documents incorporated into the Statewide Contract.

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, if any, and the Supplier's Response and other documents, exhibits, and attachments incorporated into the Statewide Contract. The failure of the parties to make reference to the terms of the RFX or the Supplier's Response in this document shall not be construed as creating a conflict and will not relieve Supplier of the contractual obligations imposed by the terms of the RFX and Supplier's Response. The contractual obligations of Agency and User Entity cannot be implied from Supplier's Response.

3. Compliance with the Law. The Supplier, 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 Suppliers. Supplier, 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. Supplier and Supplier's personnel shall also comply with all State, Agency, and User Entity policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Entities' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. §45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. If the value of this Contract is \$100,000 or more and Supplier is a company that employs more than five persons, Supplier certifies that Supplier is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85. Supplier agrees to provide User Entity (the contact listed on the PO) with written notification that identifies export-controlled goods and such goods' export classification if any of the goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide User Entity (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

4. Drug-free Workplace. If Supplier is:

- (i) Any person engaged in the business of constructing, altering, repairing, dismantling, or demolishing buildings; roads; bridges; viaducts; sewers; water and gas mains; streets; disposal plants; airports; dams; water filters, tanks, towers, and wells; pipelines; and

every other type of structure, project, development, or improvement coming within the definition of real or personal property, including, but not limited to, constructing, altering, or repairing property to be held either for sale or rental when the contract involves an expenditure by a state agency of at least \$25,000.00; or

- (ii) Any person supplying goods, materials, services, or supplies pursuant to a contract or lease on behalf of a state agency as described in O.C.G.A § 50-5-64 when the contract involves an expenditure by the state agency of at least \$25,000.00, Supplier hereby certifies as follows:
 - a. Supplier 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
 - b. If Supplier has more than one employee, including Supplier, Supplier 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. §50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - c. Supplier 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 (Supplier's Name), (Subcontractor's Name) certifies to the Supplier 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 O.C.G.A § 50-24-3."

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

- d. Supplier has made false certification hereinabove; or
 - e. Supplier has violated such certification by failure to carry out the requirements of O.C.G.A. §50-24-3.
- 5. Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. Supplier is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed as a result of Supplier's failure to comply with such requirements. User Entities may include additional terms and conditions with their Purchase Instruments that incorporate language required by federal contracts, grants, or other awards.
- 6. Equal Opportunity Affirmative Action.** Where applicable, Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status."

- 7. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, suppliers, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its suppliers and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other suppliers of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Suppliers who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If Supplier, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, Supplier may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Supplier is an individual who is regularly on State premises or who will regularly interact with State personnel, Supplier certifies that:
 - a. Supplier has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b. Supplier has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - c. Upon request by the State, Supplier will provide documentation substantiating the completion of sexual harassment training.

(ii) If Supplier has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Supplier certifies that:

- a. Supplier will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- b. Supplier has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Supplier will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c. Upon request of the State, Supplier will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

8. State Security. Supplier shall obtain a criminal background investigation on its officers, agents, employees, subcontractors, or other workers ("Workers") assigned to have regular interaction with children, students, employees, money, sensitive or confidential data, or access to User Entity's premises, computers, hardware, software, programs, and/or information technology infrastructure or operations. User Entity reserves the right to require additional background checks to be made on any of Supplier's Workers. Supplier shall review the results of the background investigation. If such background investigation reveals or at any time Supplier discovers that a Worker has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility, or which raises concerns about facility, system, or personal security or is otherwise job related, Supplier shall not permit that Worker to access any state facilities, data, or technology, shall remove any access privileges already given to that Worker, and shall not permit any such access unless Supplier notifies User Entity and User Entity expressly consents to the access, in writing, prior to the access. Supplier shall immediately notify User Entity of any change in a Worker's criminal history. User Entity may, in its sole discretion, terminate a Worker's access to User Entity's facilities, computers, hardware, software, programs, and/or information technology infrastructure or operations. Supplier shall participate fully in the defense of, indemnify, and hold harmless User Entity for its failure to obtain appropriate background investigations and for the actions of its Workers.

9. Amendments. The Statewide Contract or a Purchase Instrument may be amended in writing from time to time by mutual consent of the parties. All amendments to the Statewide Contract or Purchase Instrument must be in writing and fully executed by duly authorized representatives of Agency or User Entity, as applicable, and Supplier as provided in Section A.1.(iii) above.

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

11. 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 Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 12. 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 Supplier, 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 Supplier may elect to submit the matter for mediation. Either the State or Supplier 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. §50-18-70 et. seq. as applicable.

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.

- 13. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of Agency. For the purpose of construing this clause, a transfer of a controlling interest in Supplier shall be considered an assignment.
- 14. Use of Third Parties.** Except as may be expressly agreed to in writing by Agency, Supplier shall not subcontract, assign, delegate or otherwise permit anyone other than Supplier or Supplier's personnel to perform any of Supplier's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Supplier enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Supplier 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 Supplier under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of Agency. Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

- 15. 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.
- 16. 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.
- 17. 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 Supplier contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Supplier nor any of Supplier's agents, servants, employees, subcontractors or Suppliers shall become or be deemed to become agents, servants, or employees of the State. Supplier 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.
- 18. Joint and Several Liability.** If Supplier 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.
- 19. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between Agency and Supplier for the goods and services provided in connection with the Statewide Contract.
- 20. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representative of the party making the waiver, 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.
- 21. 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:
- (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) Upon receipt or refusal to accept delivery in the case of certified or 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.

22. 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.

23. 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 Agency and Supplier 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.

24. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Statewide Contract. Supplier shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

25. Authorization. The persons signing this Statewide Contract represent to the other parties that:

- (i) They have the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
- (ii) They have 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.

26. 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.

27. Record Retention and Access. Supplier 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. Supplier should maintain separate accounts and records for Agency and User Entities. Records to be maintained include both financial records and service records. Supplier 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 Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

28. Solicitation. Supplier warrants 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.

- 29. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. §50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 30. Debarred, Suspended, and Ineligible Status.** Supplier certifies that Supplier and/or any of its subcontractors have 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. Supplier will immediately notify the Agency if Supplier is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Suppliers by a federal entity.
- 31. Use of Name or Intellectual Property.** Supplier agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 32. Taxes.** User Entities are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Supplier's employee's wages. User Entities are exempt from State and Local Sales and Use Taxes on the goods and services. Tax Exemption Certificates will be furnished upon request. Supplier or an authorized subcontractor has provided Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Supplier to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
- 33. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract Supplier 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. §48-8-2. Supplier also acknowledges that the State may declare the Statewide Contract void if the above certification is false. Supplier also understands that fraudulent certification may result in Agency or User Entity filing for damages for breach of contract.
- 34. Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of this Contract or a Purchase Instrument due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Contract or a Purchase Instrument shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, Agency shall have the option of terminating this Contract or User Entity shall have the option of terminating a Purchase Instrument upon written notice to Supplier.
- 35. Limitation of Supplier's Liability to the State.** Except as otherwise provided in this Statewide Contract, Supplier's liability to the State for any claim of damages arising out of this Statewide

Contract shall not exceed two times the total amount to be paid to Supplier for the performance under this Statewide Contract.

No limitation of Supplier's liability to the State shall apply to Supplier's liability for (a) claims for loss of or damage to real or tangible personal property; (b) claims for personal injury or bodily injury, including death; (c) claims resulting from gross negligence, recklessness, bad faith, or intentional misconduct; (d) amounts due or obligations under a clause providing for liquidated damages or, if such clause is ruled unenforceable, as a penalty; (e) Supplier's indemnification obligations hereunder; (f) data loss or security breach; (g) breach of confidentiality obligations; or (h) any loss or claim to the extent such loss or claim is covered by a policy of insurance maintained, or required by this Contract to be maintained, by Supplier. Nothing in this section shall limit or affect Supplier's liability arising from claims brought by any third party.

36. 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 Supplier 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. All provisions which by their nature should survive termination or expiration of this contract shall do so.

37. Counterparts. The Agency and the Supplier 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. The parties agree to conduct transactions by electronic means as provided under O.C.G.A. § 10-12-1 et seq. Electronic signatures complying with O.C.G.A. § 10-12-1 et seq., as amended from time-to-time, or other applicable law, shall be deemed original signatures for purposes of this Contract. Notwithstanding the foregoing, email signature blocks do not constitute signatures for the purpose of executing contracts or amendments and email communications do not constitute contracts or amendments; however, transmission by telecopy, electronic mail, or other transmission method of an executed counterpart of this Contract will constitute due and sufficient delivery of such counterpart.

38. Further Assurances and Corrective Instruments. Agency and Supplier 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.

39. Transition Cooperation and Cooperation with other Suppliers. Supplier 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 Supplier. Supplier shall provide full disclosure to the State and the third-party Supplier about the equipment, software, or services required to perform services for the State. Supplier shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another Supplier.

Further, in the event that the State has entered into or enters into agreements with other Suppliers for additional work related to services rendered under the Statewide Contract, Supplier agrees to cooperate fully with such other Suppliers. Supplier shall not commit any act which will interfere with the performance of work by any other Supplier.

Exhibit 1

Data Security, Confidentiality, and Ownership Terms and Conditions

In the course of providing goods and/or services to the State of Georgia and governmental entities of the State pursuant to this contract, Supplier may gain access to Sensitive State Data as defined below. In such event, these Data Security Terms and Conditions shall apply.

I. DEFINITIONS AND GENERAL INFORMATION

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

1. **“Authorized Persons”** means Supplier and its employees, subcontractors, or other agents to the extent necessary for such persons to access Sensitive State Data to enable Supplier to provide goods and/or services under this Agreement.
2. **“Data Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached and Sensitive State Data or information technology resources is exposed to unauthorized access, use, disclosure, alteration, or theft.
3. **“Personally Identifiable Information”** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
4. **“Personal Data”** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
 - a. Social security number;
 - b. Driver's license number or state identification card number;
 - c. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;
 - d. Account passwords or personal identification numbers or other access codes; or

- e. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.
5. **“Sensitive State Data”** means all Personally Identifiable Information and other information that is not intentionally made available by the State on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student and personnel data and records not required to be publicly disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-72 et seq., including any plan, blueprint, or material which if made public would compromise security. Sensitive State Data includes data created or in any way originating with or on behalf of the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, Supplier’s hardware or exists in any system owned, maintained or otherwise controlled by the State or Supplier.
 6. **“Security Incident”** means the potentially unauthorized access by non-Authorized Persons to Sensitive State Data that could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data or information technology resources within the possession or control of Supplier or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A Security Incident may or may not turn into a Data Breach.

II. DATA OWNERSHIP AND PROTECTION

- A. Data Ownership. The State will own all right, title and interest, including all intellectual property rights, in its data that is related to the goods and services provided under this Agreement. Supplier shall not access Sensitive State Data, except 1) as is reasonably necessary to perform data center operations, 2) in response to service or technical issues, 3) as required by Supplier to provide the goods and services covered by this Agreement or 4) at the State’s request. Supplier has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.
- B. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of Supplier and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Supplier shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:
 1. Supplier shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with current NIST 800-53 standards commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
 2. Supplier shall use industry best practices and up-to-date security tools, technologies, and practices such as network firewalls, anti-virus protections,

vulnerability scans, system logging, 24x7 system monitoring, third-party penetration testing, and intrusion detection methods in providing services under this Agreement.

3. Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher, all electronic Sensitive State Data shall be encrypted using a cryptography method specified by the State while at rest on all devices controlled by Supplier and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Supplier is responsible for encryption of the Sensitive State Data.
4. Unless otherwise provided in the Agreement Supplier shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is absolutely necessary to perform job duties.
5. Supplier shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Nor shall supplier, copy, or retain Sensitive State Data except as provided for in the RFX. Supplier shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed appropriate, industry standard background screening and, where applicable, federally mandated background screening and possess the qualifications and training to comply with the terms of this Agreement. Supplier shall promote and maintain an awareness of the importance of securing Sensitive State Data among Supplier's employees and agents.

- C. Data Location.** In providing goods and services to the State, supplier shall access, store, and process Sensitive State Data solely from location(s) or data centers in the U.S. and Supplier shall notify State of such locations. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S. and Supplier shall notify State of such locations. Supplier shall not allow its personnel or Authorized Persons to store Sensitive State Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Supplier shall only permit its personnel and consultants to remotely access Sensitive State Data as required to provide goods and services under this Agreement and shall only allow such remote access from locations within the U.S.

III. SECURITY INCIDENT AND DATA BREACH RESPONSIBILITIES

Supplier shall inform the State of any Security Incident or Data Breach.

- A. Incident Response.** Supplier may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Supplier's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Sharing and Analysis Center (GISAC) at (404) 561-8497.
- B. Security Incident and Data Breach Reporting Requirements.** Upon becoming aware of a Security Incident or Data Breach, Supplier shall:

1. Promptly notify the State identified contact within twenty-four hours of discovery or sooner, unless shorter time is required by the Agreement or applicable law;
2. Fully investigate the Security Incident or Data Breach and cooperate fully with the State's investigation of and response thereto. Except as otherwise required by law, Supplier shall not provide notice of the Security Incident or Data Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;
3. Promptly implement necessary remedial measures reasonably determined by the State; and
4. Document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Supplier will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.
6. Supplier shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

IV. LIABILITY

- A. If Supplier will under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Supplier shall reimburse the State in full for all costs incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Supplier, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; a website or toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Breach or Security Incident.
- B. If Supplier will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Supplier will reimburse the State in full for all costs reasonably incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Supplier.

V. SECURITY

- A. Data Center Audit. If applicable in the provision of the goods and services covered by this Agreement, Supplier shall ensure an independent audit or provide ISO 27001 certification of

its data centers at least annually at its expense and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 Type II audit report or approved equivalent (the ISO 27001 certification, State RAMP certification, or FedRAMP certification) sets the minimum level of a third-party audit.

- B. Security Processes.** Supplier shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Supplier.
- C. Encryption of Data at Rest.** For data categorized as moderate or high in Federal Information Processing Standard 199, Supplier shall ensure confidentiality and integrity of information at rest consistent with security control SC-28, Protection of Information at Rest, using control enhancement 1, Cryptographic Protection, in NIST Special Publication 800-53.

VI. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA

- A.** Except as otherwise expressly prohibited by law, Supplier shall:
 - 1. Immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Supplier seeking Sensitive State Data;
 - 2. Consult with the State regarding its response;
 - 3. Cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and
 - 4. Upon the State's request, provide the State with a copy of its response.
- B.** If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Supplier, the State shall promptly provide a copy to Supplier. Supplier shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

VII. TERMINATION OBLIGATIONS

- A.** Upon termination or expiration of the Agreement, Supplier shall implement In the State's sole discretion, a secure, orderly (1) destruction of, or (2) return of Sensitive State Data in the format and at a time specified by State. Transfer to State or a third party designated by State shall occur without significant interruption of service and, to the extent technologically feasible, State shall have access to Sensitive State Data during the transfer. Following such transfer, Supplier shall securely destroy Sensitive State Data in its possession or control. Supplier shall not destroy any Sensitive State Data that has not been returned to State in the event of ongoing contract or other disputes between the parties or for so long as amounts remain payable by State.
- B.** Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization, using the purge method from Appendix A, Minimum Sanitization Recommendations, for the type of media being purged. Certificates of destruction shall be provided to the State. Supplier may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

VIII. COMPLIANCE

- A.** Supplier shall comply with all applicable laws and industry standards in providing goods and services under this agreement. Any Supplier personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities. The State shall provide copies of such policies to Supplier upon request.
- B.** Supplier warrants that in providing goods and services to the State it is fully compliant with relevant laws, regulations, and guidance that may be applicable to the goods and services such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- C.** If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the goods and services provided to the State, Supplier shall, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the Request.

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. 2026-_____

A RESOLUTION BY MAYOR GWENDOLYN ELLISON AND COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA, AUTHORIZING BLANKET PURCHASE ORDERS FOR SOLID WASTE SERVICES AND THE PURCHASE OF FUEL AND OIL; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Forest Park, Georgia (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the City requires certain goods and services for the continued operation of its departments and the provision of municipal services; and

WHEREAS, on February 6, 2023, the City entered into that certain Agreement for Solid Waste Collection Services with Georgia Waste Systems, LLC, d/b/a Waste Management (“Waste Management”), pursuant to which Waste Management was granted the exclusive right to provide residential and commercial solid waste collection, disposal, and recycling services within the incorporated limits of the City; and

WHEREAS, the City is authorized to purchase petroleum products from Boswell Oil Company (“Boswell Oil”) pursuant to State of Georgia Statewide Contract No. 99999-001-SPD0000222; and

WHEREAS, City staff has requested authorization for the following blanket purchase orders:

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Georgia Waste Systems, LLC	Solid Waste Collection Services	\$1,522,500.00
Boswell Oil Company	Fuel and Oil	\$600,000.00
TOTAL		\$2,122,500.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Forest Park, Georgia, as follows:

Section 1. Approval and Authorization. The Mayor and Council hereby approve and authorize the establishment of blanket purchase orders in the total aggregate amount not to exceed \$2,122,500.00, as follows: (i) \$1,522,500.00 to Georgia Waste Systems, LLC, d/b/a Waste Management, for solid waste collection services pursuant to the City’s existing Agreement for

Solid Waste Collection Services dated February 6, 2023; and (ii) \$600,000.00 to Boswell Oil Company for the purchase of fuel and oil pursuant to State of Georgia Statewide Contract No. 99999-001-SPD0000222.

Section 2. Limitation on Authorization. The blanket purchase orders authorized herein shall not independently create, amend, extend, or otherwise modify any contractual obligation of the City and shall be utilized solely for purchases authorized pursuant to the applicable agreement or statewide contract identified in Section 1 and subject to the availability and lawful appropriation of funds.

Section 3. Implementation. The Mayor, City Manager, Finance Director, Procurement Manager, and other appropriate City officials are hereby authorized to take all actions and execute such purchase orders and other administrative documents as may be necessary or appropriate to carry out the intent of this Resolution, consistent with applicable law and the City's purchasing policies and procedures.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution.

Section 5. Repealer. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2026.

CITY OF FOREST PARK, GEORGIA

Dr. Gwendolyn Ellison, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
August 17, 2026

Agenda Item #
IV2

Requested By Vanessa Holiday, City Clerk	Sponsor(s)
Department Office of the City Clerk	

Requested Action Resolution
Requirement for Board Action
Summary & Background A local government or state agency in Georgia adopts a Records Retention Schedule via a formal legal resolution. This action complies with the Georgia Records Act (O.C.G.A. § 50-18-90) and binds the entity to official destruction and maintenance guidelines set by the Georgia Archives. Core Components of a Retention ResolutionLegal Authority: Cites O.C.G.A. § 50-18-90 to establish a compliant records management program. Schedule Adoption: Formally incorporates state-approved paper and electronic retention timetables provided by the Georgia Archives. Assigns the City Clerk to oversee compliance and coordination. Destruction Prohibition: Prohibits the disposal of any public record outside the parameters of the designated retention schedule. Public Inspection: Requires a certified copy of the schedule to remain accessible for public review in the clerk's office.
Fiscal Impact
Exhibits Attached Agenda Item Summary (10), LOCAL GOVERNMENT RECORDS RETENTION SCHEDULES, 2026-8-13 - FP Res (Record Schedule)
Staff Recommendation



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
August 17, 2026

Agenda Item #
IV2

Requested By Vanessa Holiday, City Clerk	Sponsor(s)
Department Office of the City Clerk	

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Fiscal Impact
Exhibits Attached LOCAL GOVERNMENT RECORDS RETENTION SCHEDULES, 2026-8-13 - FP Res (Record Schedule)
Staff Recommendation

Georgia Archives

University System of Georgia

Local Government Record Retention Schedules

August 07, 2026

ADMINISTRATION (01)			
Records	Description	Retention	Number
Ad Hoc Narrative Reports	Ad Hoc Narrative Reports that describe agency functions and activities. <i>Updated: October 20, 2016</i>	10 years	LG-01-005
Annexation Files	Records documenting the addition and/or incorporation of land into an existing city or county area. <i>Updated: October 20, 2016</i>	Permanent	LG-01-003
Annual Reports	Annual reports that describe agency functions and activities. <i>Updated: October 20, 2016</i>	Permanent	LG-01-004
Audio and Video Recording of Official Meetings	Audio and video of Council Meetings used for the preparation of written minutes. <i>Updated: October 20, 2016</i>	90 days after minutes are prepared and verified.	LG-01-006
Certificate of Proof of Insurance	Certificate of Liability Insurance for contractors <i>Updated: October 20, 2016</i>	7 years after contract expires	LG-01-007

City Charter	Includes the constitution and by-laws of an incorporated city. <i>Updated: October 20, 2016</i>	Permanent	LG-01-008
Code Violations	Any violations of the Code of Ordinances pertaining to property. <i>Updated: October 20, 2016</i>	3 years	LG-01-009
Community Service Forms	Records documenting the terms of community service work or documenting the work provided. <i>Updated: October 20, 2016</i>	3 years after completion of service or project	LG-01-010
Correspondence, Administrative	This series includes communications that document formal decisions regarding significant matters. <i>Updated: October 20, 2016</i>	Permanent	LG-01-011
Correspondence, General	This series includes correspondence that documents formal decisions regarding routine matters. If correspondence is related to records like contracts, bid selections, and the like where the retention is longer than five years but it would not be appropriate to keep permanent then the correspondence should be filed with the corresponding record. <i>Updated: October 20, 2016</i>	5 years	LG-01-012
Correspondence, Transitory	This series includes records and communications received or sent that do not document decisions regarding significant matters. <i>Updated: October 20, 2016</i>	Retain for useful life.	LG-01-013

Crisis or Disaster Records	Records documenting events and damages to agency property due to storms, riots, fires, drought, floods, and other acts affecting the citizens or agency facilities; may include photos, logs, reports, notes, and correspondence. <i>Updated: October 20, 2016</i>	5 years	LG-01-014
Daily Broadcast Logs	Records documenting agency daily broadcast activities via radio or television. <i>Updated: October 20, 2016</i>	2 years	LG-01-015
Daily/Monthly Activity Reports	Record of daily/monthly activities.	2 years	LG-01-016
DCA Mandated Surveys	Surveys required by the Department of Community Affairs; includes, but is not limited to, Solid Waste Management Survey and Full Cost Report, Report of Local Government Finances, Independent Authority Bonded Indebtedness Form, Wage and Salary Survey, and Government Management Indicators Survey. <i>Updated: October 20, 2016</i>	5 years	LG-01-017
e-Certified Mail and Return Receipts	Technology implemented to replace the "Green Card" certified mail receipts. <i>Updated: October 20, 2016</i>	1 year, retain with corresponding documentation.	LG-01-018

Easements	Records documenting the granting of access by a property owner to a local government to run wiring, water or sewage pipes, and other public works (or other reasons). <i>Updated: October 20, 2016</i>	Permanent	LG-01-019
Emergency Preparedness Plans	Business recovery plans for man-made and natural disasters. <i>Updated: October 20, 2016</i>	5 years after superseded	LG-01-020
Emergency Relief Grant Records	Records documenting eligibility for financial assistance following a natural or other type of disaster. <i>Updated: October 20, 2016</i>	(LG-01-022A) Records documenting federal grant: 5 years after final close out; (LG-01-022B) Other records: 3 years.	LG-01-022A and LG-01-022B
Federal and State Grant Final Reports	Final narrative summary submitted according to requirements of the funding agency. <i>Updated: October 20, 2016</i>	5 years after final closeout	LG-01-023
Historic Preservation Files	Records documenting preservation of local landmarks and buildings. <i>Updated: October 20, 2016</i>	Permanent	LG-01-024
Maps, Plats, and Drawings	Records documenting the location of roads, subdivisions, water, and sewage lines. <i>Updated: October 20, 2016</i>	Permanent	LG-01-025

Meeting Agendas, Minutes, and Packets	Records documenting proposed and executed proceedings of agency meetings. <i>Updated:</i> October 20, 2016	Minutes and approved attachments: Permanent; All other records: 5 years	LG-01-002-A and LG-01-002-B
Meeting Notices	Official notification of the time and place of regular and special meetings. <i>Updated:</i> October 20, 2016	5 years	LG-01-026
Milestone Event Record	Speeches and records documenting events marking a milestone in the local government. <i>Updated:</i> October 20, 2016	Permanent	LG-01-041
Open Records Act Requests and Correspondence	Inquiries from members of the public requesting access to information under the Georgia Open Records Act (O.C.G.A 50-18-70 et.seq.). <i>Updated:</i> October 20, 2016	3 years	LG-01-027
Petitions	Signatures of local residents requesting action by an agency on a specific issue. <i>Updated:</i> October 20, 2016	5 years	LG-01-028
Photographs or Videos - Other	With no historical significance <i>Updated:</i> October 20, 2016	Retain for useful life.	LG-01-031

Photographs or Videos for Maintenance or Project Records	This series includes pictures collected by public works, parks, and community development departments during the course of performing and/or documenting routine work and maintenance. Not included in this series are security and surveillance videos. <i>Updated: April 25, 2025</i>	Photographs and videos documenting work done on historic buildings: Permanent. See LG-01-024. All other records: 5 years.	LG-01-030
Photographs or Videos of Historical Significance	This series consists of photographs and videos that document the history of the locality, including, but not limited to, photographs of historic buildings and photographs and videos of major events. Not included in this series are security and surveillance video. <i>Updated: April 25, 2025</i>	Permanent	LG-01-029
Policies and Procedures	Standard operating practice for business processes <i>Updated: October 20, 2016</i>	Permanent. Retain 1 copy	LG-01-032
Printing Service Files	Includes printing requests, cost estimates, mock-ups, proofs, and printing plates. <i>Updated: October 20, 2016</i>	Retain for useful life.	LG-01-033
Project or Grant Applications	Applications for awards, grants, projects, et cetera. <i>Updated: October 20, 2016</i>	(LG-01-034A) 2 years, if not awarded. (LG-01-034B) Otherwise, 7 years after completion or award.	LG-01-034A and LG-01-034B

Publications	Newsletters, handbooks, pamphlets, and brochures published by the agency. <i>Updated: October 20, 2016</i>	Permanent. Retain 1 copy	LG-01-035
Relocation Assistance Files	Records documenting financial assistance to individuals searching for new homes under the Community Development Program. <i>Updated: October 20, 2016</i>	5 years	LG-01-036
Reports, Periodic	Quarterly and other narrative reports (not annual) that describe agency functions and activities. <i>Updated: October 20, 2016</i>	3 years	LG-01-037
Resolutions and Ordinances	Local laws and actions adopted by the board of county commissioners. <i>Updated: October 20, 2016</i>	Permanent	LG-01-038
Right-of-Way Agreements	Agreements with property owners specifying the terms of access to property for public works purposes. <i>Updated: October 20, 2016</i>	Permanent	LG-01-039

Security and Surveillance Video (Static)	Security video includes building or departmental video that monitors activities or traffic of a department or building. Surveillance video includes digital or analog video recordings and images from agency security systems. This series also includes digital and audio voice recordings of radio or telephone communications. Videos from law enforcement body and dash cams, drones cameras, and traffic cameras are not included in this schedule. <i>Updated: April 25, 2025</i>	(LG-01-042A) Known Incident/Accident: Retain until settlement of claims; (LG-01-042) No known incident/accident: 30 days.	LG-01-042
Special Event Records	Speeches and records that reflect special events held or approved by the local government. E.g. parades, art show, auto show, craft show, holiday events. <i>Updated: October 20, 2016</i>	5 years after the event	LG-01-040
Transitory Records	This series includes records with short-term interest that have no documentary or evidential value, such as routine requests for publications, transmittal letters, and agency event notices (holidays, charitable campaigns). <i>Updated: April 25, 2025</i>	Retain for useful life.	LG-01-045
Visitors Logs and Sign-In Sheets	Consists of sign-in forms or sheets generally located at an agency's reception desk to document visitors to the facility. <i>Updated: October 20, 2016</i>	2 years	LG-01-043
Website Information	The website reflects Records stored elsewhere as the copy of record. <i>Updated: October 20, 2016</i>	Retain until superseded.	LG-01-044

ADMINISTRATIVE SUPPORT (02)

Records	Description	Retention	Number
Calendars, Mailing Lists, Reference Files	Desk calendars and other scheduling media not including Court Calendars, also ancillary lists and notes for reference. <i>Updated: October 20, 2016</i>	Retain for useful life.	LG-02-001
Communications Logs	Receipt books containing record of certified mail sent out, logs of telephone calls and messages, VOIP logs, and fax transmissions. <i>Updated: April 25, 2025</i>	Retain for useful life.	LG-02-002
Data Input Forms	Data input forms are used to collect information that is entered into an electronic form. <i>Updated: April 25, 2025</i>	Destroy upon verification.	LG-02-005
Indexes	Provide a ready reference or pointer into larger sets of records. <i>Updated: October 20, 2016</i>	Retain until destruction of indexed set of records.	LG-02-003
Newsclippings and Scrapbooks	Copies of news articles and photos maintained by the agency as a historical records of activities. <i>Updated: October 20, 2016</i>	(LG-02-004A) Scrapbooks: Permanent; (LG-02-004B) Newspaper Clippings Retain for useful life.	LG-02-004A and LG-02-004B

BUILDING (03)

Records	Description	Retention	Number
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Blueprints and Specifications As-Built	Plans and specifications submitted by contractors when applying for building permits. <i>Updated: October 20, 2016</i>	(LG-03-001A) Exterior Drawings: Life of the Structure; (LG-03-001B) Interior Drawings:10 years.	LG-03-001A and LG-03-001B
Blueprints and Specifications, Interim and Never Constructed	Plans and specifications submitted by contractors when applying for building permits; these buildings were never constructed or plans were altered prior to construction. <i>Updated: October 20, 2016</i>	1 year	LG-03-002
Building Codes	Published code books containing building standards and local changes. <i>Updated: October 20, 2016</i>	Permanent	LG-03-003
Certificates of Occupancy	Records documenting compliance with minimum standards required by the safety fire laws. <i>Updated: October 20, 2016</i>	Life of building	LG-03-004
Demolition Records	Records relating to the demolition and clearance of buildings deemed unfit for habitation. <i>Updated: October 20, 2016</i>	5 years	LG-03-005
Rehabilitation Applications	Applications from owners of substandard property for financial assistance to improve property. <i>Updated: October 20, 2016</i>	5 years after completion	LG-03-006

Sewage Disposal System Inspection Reports	Records documenting the inspection of building sewage systems for compliance with building codes. <i>Updated: October 20, 2016</i>	2 years	LG-03-007
Street Address Lists	Listings of streets and house numbers <i>Updated: October 20, 2016</i>	Retain for useful life.	LG-03-008

CEMETERY (04)

Records	Description	Retention	Number
Interment Records and Lot Owner Card Files	Provide a cross-reference for other cemetery records by listing name of deceased, location, costs, and date of burial, owner name, date of purchase, and deed number. <i>Updated: October 20, 2016</i>	Permanent	LG-04-001
Registers	Lists of cemetery plots indicating location, purchaser, and deed numbers. <i>Updated: October 20, 2016</i>	Permanent	LG-04-002

EDUCATION (06)

Records	Description	Retention	Number
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Accident Reports, Student or Visitor	These records document reports of accidents occurring on school grounds, in the school building, or off-campus while a student participates in a school activity. They contain identifying information about the student, a description of the accident, and actions taken. <i>Updated: April 27, 2023</i>	5 years	LG-06-046
Accreditation Records	This schedule includes records for preparing, applying, and re-applying for accreditation from an accreditation association, such as the Southern Association of Colleges and Schools (SACS). Records include self-studies, accreditation review work papers, and certificates of accreditation. <i>Updated: April 27, 2023</i>	(LG-06-049R) Final report: Permanent; (LG-06-049B) All other records: Retain until next report is issued.	LG-06-049A and LG-06-049B
After-School Program Daily Records	This series consists of non-financial school records documenting daily attendance and activities of the after-school program, such as attendance, late pick up, etc. <i>Updated: April 27, 2023</i>	2 years	LG-06-033
Attendance Records for Home-Schooled Students	This schedule contains records documenting the required hours of study for home-schooled students. <i>Updated: April 27, 2023</i>	Retain until student reaches age 18.	LG-06-014
AYP, School Choice and Permissive Transfers	This schedule records requests to transfer schools within a district through permissive transfers or school choice transfer programs. <i>Updated: April 27, 2023</i>	(LG-06-007A) Approved: Maintain in Student Record; (LG-06-003B) Denied: 3 years	LG-06-007A and LG-06-007B

Busing Plans and Maps	This series includes overall plans designating which neighborhoods are served by each school in the system and showing bus routes used to transport students to and from school. During the latter part of the 20th century and the beginning of the 21st, federal mandates were in place to aid in integrating schools. The mandates are no longer in place. <i>Updated: April 27, 2023</i>	(LG-06-017A) Plans and Maps: Permanent; (LG-06-017B) Records used to create plans and maps: 25 years	LG-06-017A and LG-06-017B
Certificate of Noncompliance-Loss of Drivers License	Information provided by the local school system to the Department of Drivers' Services as notification that the individual is not qualified to hold a driver's license based on dropping out of school or lack of attendance. <i>Updated: April 27, 2023</i>	3 years	LG-06-037
Civil Rights Reports	Civil Rights Data Collection (CRDC) statistics are reported biannually to the US Department of Education. Schools are required to submit statistical data on race/ethnicity, sex, limited English proficiency, disability, total student enrollment, student proficiency, and educational programs designed to help disadvantaged students succeed. Previous civil rights reporting processes produced final reports. <i>Updated: April 27, 2023</i>	(LG-06-058A) Final Report: Permanent; (LG-06-058B) All other records: 3 years	LG-06-058A and LG-06-058B
Class Rolls	This series includes lists of students in each class. <i>Updated: April 27, 2023</i>	3 years	LG-06-001

Completed and Graded Student Work	This series consists of assignments and tests that are not returned to students during the school year. <i>Updated: April 27, 2023</i>	Return to student or retain until end of school year.	LG-06-044
Declarations of Intent, Home School	This schedule contains notices by parents or guardians that a child will participate in a home study program. <i>Updated: April 27, 2023</i>	Retain for useful life.	LG-06-015
Department of Drivers' Services Records	This series includes records required by the Department of Drivers' Services and includes, but is not limited to, information on classroom instruction and logs of time each student drives. <i>Updated: April 27, 2023</i>	3 years	LG-06-025
Dropout Reports	This schedule contains reports generated to document students who cease attending school. <i>Updated: April 27, 2023</i>	5 years	LG-06-061
Dual Enrollment	This schedule contains individual student files, including the original determination of eligibility. <i>Updated: April 27, 2023</i>	3 years and resolution of inconsistencies within a student's record	LG-06-057
Educational Department and Program Operational Records	This schedule contains documentation of the day-to-day operations of an educational department or program, such as English for Speakers of Other Languages (ESOL), including correspondence and reports. <i>Updated: April 27, 2023</i>	5 years	LG-06-008

Emergency Contact Information	These records are of contact information for individuals who are notified in the event of student accident or illness. <i>Updated: April 27, 2023</i>	Retain until superseded or until student graduates or leaves district.	LG-06-038
Emergency Drills	This schedule contains documentation of all emergency drills held on school property, including on school buses. <i>Updated: April 27, 2023</i>	3 years	LG-06-030
Enrollment Records - Student Did Not Attend	This schedule contains records relating to students accepted for enrollment who did not attend school. <i>Updated: April 27, 2023</i>	1 year	LG-06-002
Family Educational Rights and Privacy Act (FERPA) Notice to Guardians	This schedule contains an annual FERPA notice signed by guardians acknowledging that they have received information on FERPA. <i>Updated: April 27, 2023</i>	1 year	LG-06-040
Federally-Affected Areas Membership Counts	This schedule contains reports of the number of students whose parents reside or are employed on federal property. <i>Updated: April 27, 2023</i>	5 years	LG-06-066
Field Trip Authorizations/Parental Permissions	This schedule contains parents' authorization for students to participate in an off-campus school activity. <i>Updated: April 27, 2023</i>	2 years	LG-06-054

Georgia High School Association Files	These records document school participation in the state high school association Athletics Programs. Records in this series include, but are not limited to, annual physical examination and eligibility reports for all student athletes and Emergency Action Plan. <i>Updated: April 27, 2023</i>	5 years	LG-06-045
Gifted and Talented Program Documentation	This schedule contains core documentation about the program's admission criteria and requirements. <i>Updated: April 27, 2023</i>	Permanent	LG-06-009
Grade Distribution and Failure Reports	This schedule contains a statistical analysis of student grades and attendance. <i>Updated: April 27, 2023</i>	3 years	LG-06-027
Grade Reports	This schedule contains reports of test scores and average course grades for individual students. <i>Updated: April 27, 2023</i>	1 year after date distributed	LG-06-052
Graduate and Class Ranking Lists	This schedule contains listings of graduates and ranking in class. <i>Updated: April 27, 2023</i>	Permanent	LG-06-028

Home Schooled Student Extracurricular Participation Files	This schedule contains records documenting homeschooled students' participation in public school extracurricular activities. Records include, but are not limited to, written parental notification of the student's intent to participate in a particular activity, a copy of the student's most recent progress report, and written verification that the student is currently passing all courses, meets all the qualification requirements to participate in the activity. <i>Updated: April 27, 2023</i>	5 years	LG-06-016
Honor Rolls	This schedule lists students placed on various honor rolls for academic achievement. <i>Updated: April 27, 2023</i>	(LG-06-029A) Grades K-8: 2 years; (LG-06-029B) Grades 9-12: 5 years.	LG-06-029A and LG-06-029B
Learning Resources Services (GLRS) Files	These records document programs for students with disabilities through the Georgia Learning Resources Services. <i>Updated: April 27, 2023</i>	5 years	LG-06-010
Migrant Education Program - Student Records	This schedule contains records of individual students that qualify for the Migrant Education Program. Records include applications, Certificates of Eligibility, annual verification of eligibility status, education records, and student health records. <i>Updated: April 27, 2023</i>	4 years after student leaves system	LG-06-048
Pickup Cards	This schedule contains the record of individuals that guardians permit to pick up their student(s). <i>Updated: April 27, 2023</i>	Retain until the end of the school year.	LG-06-039

Private School Attendance	Non-public schools are required to submit reports on their student enrollment to local superintendents. The reports document the name, age, and residence of each student who attend private school or are home-schooled. <i>Updated: April 27, 2023</i>	26 years	LG-06-064
Private Tutor Records	This schedule contains teaching certificates and other required documentation for individuals who home-school students. <i>Updated: April 27, 2023</i>	5 years	LG-06-069
Public Health Inspection Records	This series documents a school's compliance with the Department of Public Health's requirements for food service safety. Records include, but are not limited to, permit applications to the county health department, a Certified Food Safety Manager certificate, and county health inspection reports. <i>Updated: April 27, 2023</i>	(LG-06-024A) County Health Inspection Reports: 10 years; (LG-06-024B) Permit application and Certified Food Safety Manager Certificate: 1 year after expiration	LG-06-024A and LG-06-024B
Race and Ethnicity Forms	This schedule contains records documenting the race/ethnicity of individual students within the school system. <i>Updated: April 27, 2023</i>	3 years	LG-06-059
Receipts of Responsibility for Property	These records document school board property temporarily in the use or possession of an employee or student. They include receipts for textbooks and locker assignments issued to students. <i>Updated: April 27, 2023</i>	Retain 1 year after the item is returned to the property manager.	LG-06-021

Requests for Transcripts	This schedule contains records documenting requests from current and former students for copies of their records. <i>Updated: April 27, 2023</i>	1 year	LG-06-041
Requests to Use School Bus	This schedule contains information about schedules, timing, and distance for individual buses. <i>Updated: April 27, 2023</i>	3 years	LG-06-019
Safe and Drug-Free Schools Records	This schedule contains records documenting the activities and initiatives sponsored by this federally-funded program. <i>Updated: April 27, 2023</i>	3 years	LG-06-063
Scholarships and Awards	This series documents the selection of outstanding students to receive scholarships. <i>Updated: April 27, 2023</i>	Retain for useful life.	LG-06-060
School Bus Drivers Physical Exams	This schedule contains physical examinations of bus drivers to ensure that they meet the health requirements to drive a school bus. <i>Updated: April 27, 2023</i>	2 years or until replaced with new certificate, whichever is longer.	LG-06-020
School Bus Schedules	This schedule contains information about schedules, timing, and distance for individual buses. <i>Updated: April 27, 2023</i>	1 year or until superseded	LG-06-018

School Censuses	This schedule contains a compilation of numbers of school-aged children. <i>Updated: April 27, 2023</i>	(LG-06-003A) 2012 and Prior: Permanent; (LG-06-003B) Post-2012: Retain for useful life.	LG-06-003A and LG-06-003B
School Handbooks	This schedule contains handbooks documenting school operating procedures; content, objectives, and evaluation criteria for school courses, including adult and community education programs; and behavior policies/codes of conduct. Also included in this schedule are parental and student confirmations of receipt of the materials. <i>Updated: April 27, 2023</i>	(LG-06-013A) Handbooks: Permanent; (LG-06-013B) Confirmations of receipt: Retain until the end of the school year.	LG-06-013A and LG-06-013B
School Psychologist/Psychometrist Student Files	This schedule contains records, such as evaluations, created by the school system psychologist or psychometrist. <i>Updated: April 27, 2023</i>	5 years	LG-06-050
School Social Worker and Visiting Teacher Records	These records are created by school social workers or visiting teachers, including records related to individual students, such as DFACS referrals, residency verifications, annual reports, threat assessments, and statistical reports of caseload. <i>Updated: April 27, 2023</i>	(LG-06-062A) Records related to individual students: Retain until student turns 21; (LG-06-062B) Annual reports: 15 years; (LG-06-062C) Periodic reports: 3 years	LG-06-062A, B, and C
School System Rezoning Records	This schedule contains documents relating to revising student attendance zones to maximize the use of school facilities. <i>Updated: April 27, 2023</i>	(LG-06-026A) Approved Plan: Permanent; (LG-06-026B) All other records: 3 years	LG-06-026A and LG-06-026B

Section 504 Plans	These records document the school's compliance with Section 504 of the Rehabilitation Act, which requires students with disabilities to receive an appropriate education in the least restrictive environment. These records may include applications, documentation, evaluations of disability, and student 504 plans. <i>Updated: April 27, 2023</i>	5 years after the termination of the 504 Plan.	LG-06-032
Special Education Program Documentation	This schedule contains core documentation of admission criteria and requirements for the Special Education Program. <i>Updated: April 27, 2023</i>	Permanent.	LG-06-031
Standardized Test Results	This schedule contains records documenting the administration and Individual students' test results of state-required standardized student testing programs. <i>Updated: April 27, 2023</i>	3 years after posting results to student record.	LG-06-068
Standardized Test Summary Reports	This schedule contains records documenting state-required standardized student test summaries showing overall school or system results. <i>Updated: April 27, 2023</i>	10 years.	LG-06-067
Student Discipline Records	These records document disciplinary actions against individual students while enrolled in the school system. Records may include office referrals, teacher reports, incident reports, Due Process Disciplinary Hearing Files, audio/video recordings, and evidence. <i>Updated: April 27, 2023</i>	Retain until student turns 22.	LG-06-053

Student Excuses	Communications from a student's parent or guardian to indicate why the student is absent. <i>Updated: April 27, 2023</i>	Retain until end of school year.	LG-06-004
Student Health Records	This schedule contains records documenting student health information, including clinic visits, clinic distribution of medications, Student Health Management Plans, suicide ideation forms, and health exams for extracurricular activities. <i>Updated: April 27, 2023</i>	2 years after graduation or date of last attendance	LG-06-047
Student Parking Records	This schedule contains records documenting students' permission to park a vehicle on campus. This may include vehicle information, tag number, driver's license number, and decal number. <i>Updated: April 27, 2023</i>	Retain until superseded or student graduates/leaves school.	LG-06-042
Student Records, District Created	This schedule contains the official record of the individual students for their period of enrollment at school. <i>Updated: April 27, 2023</i>	(LG-06-035A) Transcripts: Permanent; (LG-06-035B) All other documents: 80 years	LG-06-035A and LG-06-035B
Student Records, Personal and Non-District Created	The records required or presented to the school district while the student is enrolled and those not created by the school district; including birth certification, immunizations, medical, legal, and optional testing records (ACT, SAT, etc.). <i>Updated: April 27, 2023</i>	Retain 1 year after given to student/parent at graduation or at time of withdrawal or 1 year after student leaves school district.	LG-06-034

Student Records, Special Education	This schedule contains individual student records for the special education program and occupational and physical therapy programs. <i>Updated: April 27, 2023</i>	Retain until age 22 and notification of parents.	LG-06-051
Student Remediation Files	The records document assistance, instruction, and remediation provided to students who fail to pass the high school graduation exam. <i>Updated: April 27, 2023</i>	4 years after graduation or last attempt to complete	LG-06-036
Student Requests for Early Release from School	Requests for early release from school for appointments, work, or travel purposes. <i>Updated: April 27, 2023</i>	Retain until end of school year.	LG-06-005
Student Sign-Out Sheets	This schedule records students leaving campus for work, lunch, or other purposes, usually maintained in a log. <i>Updated: April 27, 2023</i>	Retain until end of school year.	LG-06-006
Student Support Services	This series covers all student support services, including the Student Support Team (SST), the Multi-Tiered System of Supports (MTSS), and the Early Intervention Program (EIP). These services assist students at risk of falling behind grade-level expectations. Records include students' selection for the program and documentation of assistance. <i>Updated: April 27, 2023</i>	2 years after student leaves the school district	LG-06-065

Teacher Disciplinary Actions	This schedule contains records used to investigate complaints against teachers. <i>Updated: April 27, 2023</i>	(LG-06-055A) Founded: 40 years after settlement of case; (LG-06-055B) Unfounded: 1 year after investigation completed	LG-06-055A and LG-06-055B
Teacher Lesson Plans, Student Folders, and Work Files	This series documents of teaching plans including subject, class period, activity, and/or project; planning activities; schedules; and teacher's working files on individual students. <i>Updated: April 27, 2023</i>	2 years	LG-06-043
Teacher's Record of Student Attendance	This series consists of the attendance register documenting daily attendance in each class. <i>Updated: April 27, 2023</i>	(LG-06-056A): Pre-1940: Permanent; (LG-06-056B): Post-1940: 2 years	LG-06-056A and LG-06-056B
Title I Program Records	This schedule contains records documenting the application, receipt, and expenditure of Title I education funds for such programs as Even State, Migratory Children, and Comprehensive School Reform. <i>Updated: April 27, 2023</i>	3 years after the financial report for the grant year	LG-06-022

Title IIA Program Records	The Title II, Part A program is designed to increase student achievement; improve the quality and effectiveness of teachers, principals, and other school leaders; increase the number of teachers, principals, and other school leaders who are effective at improving student academic achievement; and provide students from low-income families and minority students greater access to effective teachers, principals, and other school leaders. This series includes records documenting financial and programmatic records and supporting documents. <i>Updated: April 27, 2023</i>	5 years after submission of Completion Report to GA DOE.	LG-06-023
Video of Special Education Services	This schedule contains video recordings monitoring Special Education classroom instruction, interactions, and monitoring teachers. <i>Updated: April 27, 2023</i>	3 months	LG-06-012
Vocational Education Program	This schedule contains records documenting the operation of vocational education programs. <i>Updated: April 27, 2023</i>	5 years	LG-06-011
ELECTIONS (07)			
Records	Description	Retention	Number
Absentee Ballot Records - Registrar	Absentee ballot applications <i>Updated: October 20, 2016</i>	2 years	LG-07-001

Absentee Voter Lists - Registrar	List of certified absentee voters <i>Updated: October 20, 2016</i>	2 years	LG-07-002
Appointment and Resignation Records	Records relating to the appointment and resignation of election officials. <i>Updated: October 20, 2016</i>	2 years	LG-07-003
Appointment Files - Precinct Managers, Clerks, and Voting Equipment Custodians	Oaths, lists, orders and correspondence relating to the appointment of Precinct Managers, Clerks, and Voting Equipment Custodians. <i>Updated: October 20, 2016</i>	2 years	LG-07-004
Appointment, Commissioning, and Resignation Papers of Registrars and Deputy Registrars	Certificates, appointments, notifications, resignations, oaths of office <i>Updated: October 20, 2016</i>	2 years	LG-07-005
Ballot Samples and Labels	Samples or facsimiles of ballots and ballot labels <i>Updated: October 20, 2016</i>	2 years	LG-07-006
Budget Estimates - Registrar	Records and working papers related to the cost estimates for holding an election. <i>Updated: October 20, 2016</i>	4 years	LG-07-007
Budget Estimates - Superintendent	All records relating to election budgetary needs. <i>Updated: October 20, 2016</i>	4 years	LG-07-008

Calls for Elections	Records relating to the calling of bond elections, special elections, nonpartisan primaries, and recall elections by a governing authority. <i>Updated: October 20, 2016</i>	2 years	LG-07-009
Calls for Special Primaries and Elections	Records related to the announcement of a special primary or election. <i>Updated: October 20, 2016</i>	2 years	LG-07-010
Campaign Disclosure Violation/Complaint Records - Superintendent	Complaints received and reports to State Ethics Commission <i>Updated: October 20, 2016</i>	5 years	LG-07-011
Campaign Financial Disclosure Reports - County Offices/Referendums - Superintendents Copy	Disclosure reports for county offices and county referendums <i>Updated: October 20, 2016</i>	5 years	LG-07-012
Campaign Financial Disclosure Reports - Municipal Authority	Financial disclosure reports filed by municipal office candidates. <i>Updated: October 20, 2016</i>	5 years	LG-07-013
Candidate Filing Papers	All records relating to the qualifying of candidates. <i>Updated: October 20, 2016</i>	2 years	LG-07-014
Certificates of Elections	Certifications of elected candidates <i>Updated: October 20, 2016</i>	Permanent	LG-07-015

Certification of Recall Petitions - Municipal Authority	Certificates from the election superintendent regarding a recall petition. <i>Updated: October 20, 2016</i>	2 years	LG-07- 016
Certified Electors List - City Clerk	List of eligible voters <i>Updated: October 20, 2016</i>	2 years	LG-07- 017
Challenge to Qualifications of Electors	Records relating to the challenge to the qualifications of electors. <i>Updated: October 20, 2016</i>	2 years after removal or rejection from list	LG-07- 018
Challenges to Qualifications of Candidates	Complaints, petitions, correspondence relating to qualification challenges <i>Updated: October 20, 2016</i>	2 years	LG-07- 019
Change of Polling Place	Records relating to the changing of a polling place. <i>Updated: October 20, 2016</i>	2 years	LG-07- 020
Collection of Qualifying Fees	Receipts, correspondence, and transmittals regarding the collection of qualifying fees. <i>Updated: October 20, 2016</i>	2 years	LG-07- 021
Computing and Canvassing the Vote Records	All records related to the process of computing, tallying, and canvassing the vote. <i>Updated: October 20, 2016</i>	2 years	LG-07- 022

Contested Election/Primary Records	Records related to the resolving of a contested election or primary. <i>Updated: October 20, 2016</i>	2 years after resolution of dispute	LG-07-023
Correspondence - Superintendent	All correspondence related to the general administration of the office. <i>Updated: October 20, 2016</i>	2 years	LG-07-024
Court Orders for Opening Voting Machines	Records relating to the examination procedures for voting machines. <i>Updated: October 20, 2016</i>	2 years	LG-07-025
Declaration of Intent to Accept Contributions - Superintendent	Declarations by candidates or their campaigns to accept contributions. <i>Updated: October 20, 2016</i>	5 years	LG-07-026
Election Offenses	Superintendent's records relating to the investigation and/or prosecution of election offenses. <i>Updated: October 20, 2016</i>	2 years after close of case	LG-07-027
Election Returns (copies), Ballots, and Other Election Materials	Copies of election returns filed with election superintendent, used and voided ballots, tally sheets, oaths, and numbered lists of voters. <i>Updated: October 20, 2016</i>	2 years	LG-07-028
Electors List - Municipal Authority	Elector lists delivered from the county board of registrars. <i>Updated: October 20, 2016</i>	2 years	LG-07-029

Electors List Purchase Records - Registrar	Statements verifying that purchased copies of the electors list will not be used for commercial purposes. <i>Updated: October 20, 2016</i>	2 years	LG-07-030
Electors Lists	List of all qualified electors for a given primary or election. This is the registrar's retained copy. <i>Updated: October 20, 2016</i>	5 years	LG-07-031
Electors Lists Receipts - Registrar	Receipts for the delivery of electors lists <i>Updated: October 20, 2016</i>	2 years	LG-07-032
Electors Lists, Marked - Registrar	Marked copy of voter list <i>Updated: October 20, 2016</i>	5 years	LG-07-033
Electors' Change of Residence Cards	Records relating to the change of address for electors. <i>Updated: October 20, 2016</i>	Retain last change of address	LG-07-034
General and Consolidated Returns	Records related to consolidating voting results. <i>Updated: October 20, 2016</i>	2 years	LG-07-035
List of Convicted Felons - Clerk of Superior Court	List of individuals who have been disenfranchised for a felony conviction. <i>Updated: October 20, 2016</i>	2 years	LG-07-036

List of Disqualified Voters	List of voters who have been disqualified for mental incompetency. <i>Updated: October 20, 2016</i>	2 years	LG-07-037
Lists of Deceased Individuals	Monthly list prepared by Vital Statistics and sent to the Voter Registrar. <i>Updated: October 20, 2016</i>	2 years	LG-07-038
Lists of Persons Assisting Electors	Records documenting statutory compliance with providing assistance to electors. <i>Updated: October 20, 2016</i>	2 years	LG-07-039
Lists of Persons Assisting Voters	Names of individuals who assisted voters. <i>Updated: October 20, 2016</i>	2 years	LG-07-040
Nomination Petitions and Examination Files	Records relating to the examination of petitions. <i>Updated: October 20, 2016</i>	2 years after election or litigation; whichever is later.	LG-07-041
Notice of No Election	Notification of no election <i>Updated: October 20, 2016</i>	2 years	LG-07-042
Notices of Qualifying Fees	Records relating to the establishment of qualifying fees for county primaries and elections. <i>Updated: October 20, 2016</i>	2 years	LG-07-043

Oaths of Assisted Electors - Registrar	Duplicate copy of oath administered to electors requiring voting assistance. <i>Updated: October 20, 2016</i>	2 years	LG-07-044
Oaths of Electors Needing Assistance	Records documenting assistance provided to qualified electors. <i>Updated: October 20, 2016</i>	2 years	LG-07-045
Official List of Qualified Candidates, Constitutional Amendments, and Questions	Lists the names of all qualified political candidates, constitutional amendments, and other questions certified to be on the election ballot. <i>Updated: October 20, 2016</i>	2 years	LG-07-046
Poll Operation and Procedure Records	Records relating to the preparing, opening, operating, and closing of a polling location during election day, <i>Updated: October 20, 2016</i>	2 years	LG-07-047
Polling Place Change Notices	Notices of polling place change <i>Updated: October 20, 2016</i>	2 years	LG-07-048
Precinct Boundary Changes	All records relating to the change of precinct boundaries. <i>Updated: October 20, 2016</i>	Permanent	LG-07-049

Precinct Boundary Files	All records relating to the change in precinct boundaries including but not limited to maps, plats, notifications, reports, correspondence, and minutes. <i>Updated: October 20, 2016</i>	Permanent	LG-07-050
Publication of Qualifying Fees for County Office - County Officials	All records related to the fixing and publishing of qualifying fees for each county office. <i>Updated: October 20, 2016</i>	2 years	LG-07-051
Qualification Fees	Records relating to the fixing and publication of qualification fees. <i>Updated: October 20, 2016</i>	2 years	LG-07-052
Racial Breakdown of Electors	Registrar's retained copy of certified report submitted to the Secretary of State. <i>Updated: October 20, 2016</i>	Permanent	LG-07-053
Recall of Elected Officials	Records relating to the recall process of elected officials. <i>Updated: October 20, 2016</i>	2 years	LG-07-054
Recall of Probate Judge Records	Records related to the recall process of a Probate Judge. <i>Updated: October 20, 2016</i>	2 years	LG-07-055
Recount Records	All records related to recounting or re-canvassing the votes cast in an election. <i>Updated: October 20, 2016</i>	2 years	LG-07-056

Registration Cancellations	Records relating to the removal of names from electors list. <i>Updated: October 20, 2016</i>	2 years	LG-07-057
Registration Renewal Cards	Cards returned by electors requesting to remain registered. <i>Updated: October 20, 2016</i>	2 years	LG-07-058
Removals of Registrars for Cause	Complaints, notices, court orders, and related documents <i>Updated: October 20, 2016</i>	2 years	LG-07-059
Requests for Reimbursement of Precinct Boundary Change Cost	Requests to the Secretary of State for reimbursement boundary changes <i>Updated: October 20, 2016</i>	2 years	LG-07-060
Requests for Reimbursement of Precinct Boundary Change Cost - Municipal Authority	Requests to the Secretary of State for reimbursement boundary changes <i>Updated: October 20, 2016</i>	2 years after reimbursement	LG-07-061
Rules and Regulations - County Political Bodies	Rules and regulations governing the conduct of conventions for political parties operating in the county. <i>Updated: October 20, 2016</i>	Permanent	LG-07-062
Special Registration Drive Notices	Notices of voter registration locations and hours <i>Updated: October 20, 2016</i>	2 years	LG-07-063

Vote Count Discrepancies	Records relating to the reporting and resolving of count discrepancies. <i>Updated: October 20, 2016</i>	4 years	LG-07-064
Voter Registration Cards	Registration cards as required by law <i>Updated: October 20, 2016</i>	(LG-07-065A) Permanent for active status; (LG-07-065B) 2 years after deletion for inactive status	LG-07-065A and LG-07-065B
Voter Registration Correspondence	Records relating to the registration of voters. <i>Updated: October 20, 2016</i>	2 years	LG-07-066
Voter Registration Maintenance Files	Records relating to registered voters not required by law. <i>Updated: October 20, 2016</i>	2 years	LG-07-067
Voters Certificates - Registrar	Certificates of persons who voted <i>Updated: October 20, 2016</i>	2 years	LG-07-068
Voting Machine Custodian/Vote Recorders Oaths	Oaths of voting machine custodians and records of the vote filed with the city/county clerk. <i>Updated: October 20, 2016</i>	2 years	LG-07-069
Voting Machine Petitions	Referendum records on the use of voting machines by municipal governments. <i>Updated: October 20, 2016</i>	2 years	LG-07-070

Voting Machine/Vote Recorder Certificates	Certificates assuring that vote recorders and machines are in proper order. <i>Updated: October 20, 2016</i>	2 years	LG-07-071
Write-in Candidate Notifications	Records relating to qualifying as a write-in candidate for municipal office. <i>Updated: October 20, 2016</i>	2 years	LG-07-072
FINANCIAL (08)			
Records	Description	Retention	Number
Accounting Records	Records include: accounts payable files; accounts receivable files; bank statements; cancelled checks, vouchers, and EFTS; cash balances and reconciliations; Bank Loans; Credit card records; Collection Records; cost accounting records; deposit slips and reconciliations; invoices; journal entries (journal vouchers); outstanding obligations; payment schedules; purchase orders; receipts; returned checks; reconciliations; refund/disbursement requests; moving expenses; agency-paid individual memberships and activities in professional organizations; registration fees; and travel authorization and reimbursement records. <i>Updated: October 20, 2016</i>	5 years	LG-08-001
Audit Reports/Annual Financial Statements	Reports prepared by external auditors examining and verifying the agency's financial activities for a defined period of time. <i>Updated: October 20, 2016</i>	Permanent	LG-08-002

Bids and Competitive Selection Records	Records documenting quotes by vendors to supply products or services to an agency. <i>Updated:</i> October 20, 2016	(LG-08-005A) Capital Improvement Projects: 11 years; (LG-08-005B) All Other Records: 7 years	LG-08-005A and LG-08-005B
Budget Maintenance Records and Reports	Records documenting changes made in the agency's initial budget including change requests, request authorizations, funds transfers, and other records. <i>Updated:</i> October 20, 2016	6 years	LG-08-006
Budget Request Records	Records documenting the preparation of a budget request package and reporting of the status of funds, requesting amendments of allotments, and reporting program performance. <i>Updated:</i> October 20, 2016	5 years after the end of the fiscal year	LG-08-007
Capital Improvement Bonds, Retired	Document the repayment of funds raised through bond issues. <i>Updated:</i> October 20, 2016	5 years	LG-08-004
Contracts and Agreements	Records documenting services and products provided to an agency for a specified cost and period of time. <i>Updated:</i> October 20, 2016	(LG-08-010A) Capital Improvement Projects: 10 years after expiration; (LG-08-010B) Other Contracts: 7 years after expiration	LG-08-010A and LG-08-010B
Cooperative Federal Programs Budget Preparation, Project, and Allocation Records	Records used to develop, estimate, propose, and plan preliminary budget requests for cooperative state/federal programs and reflects the process by which annual budget allotments are distributed. <i>Updated:</i> October 20, 2016	5 years after the end of the fiscal year	LG-08-008

Depreciation Schedules	Records documenting useful life and depreciation of agency-owned equipment and property, usually for insurance purposes. <i>Updated: October 20, 2016</i>	4 years	LG-08-011
Federal and State Grant Project Files - Education Agencies and Non Education Agencies	Records documenting grants from federal and state agencies. <i>Updated: October 20, 2016</i>	3 years after submission of final report or denial of application	LG-08-012
Federal Revenue Sharing Records	Records documenting federal, state, county, and municipal revenue-sharing; includes summaries, expenditures, and investments. <i>Updated: October 20, 2016</i>	5 years after submission of final report	LG-08-013
Final Budgets	Includes the final approved budget for an agency. <i>Updated: October 20, 2016</i>	Permanent	LG-08-009
Franchise Records	Records documenting franchises granted to utility companies or other organizations allowing them to provide services to local residents. <i>Updated: October 20, 2016</i>	7 years after superseded	LG-08-014
General Ledger and Trial Balances	Record of final entry for all financial transactions <i>Updated: October 20, 2016</i>	7 years	LG-08-015

Insurance Claims Documentation	Insurance claims records documenting accidents, property damage, or other incidents involving government owned vehicles or contractors. <i>Updated: October 20, 2016</i>	5 years after settlement	LG-08-016
Internal Auditing Records	Records documenting the conduct of an internal review of agency financial accounts and processes. <i>Updated: October 20, 2016</i>	5 years or two successive audits, whichever is longer	LG-08-003
Signature Authorizations	Records documenting the certification of employees who are authorized to sign fiscal and contractual documents. <i>Updated: October 20, 2016</i>	7 years after authorization expires	LG-08-017

HEALTH SERVICES (09)

Records	Description	Retention	Number
Adult Client Health Records	Records pertaining to clients older than 18 years of age (0427-016)	10 years from date of last service	
Certificates of Need	Records documenting the issuance of certificates of need for local government-operated health care facilities. Note: Where financial expenditures and contracts are associated with the CON - use the retention schedule for Contracts and Agreements.	3 years	
Child Client Health Records	Records pertaining to clients younger than 18 years of age (0427-017)	10 years after the client reaches age of majority (18 in Georgia) or 28 years from date of last service	

Children's High-Risk Screening and Case Management Records (Babies Can't Wait, Children First)	All documents relating to health services provided to Babies Can't Wait and Children First clients (0427-019)	5 years from date of last service; for Children First: 5 years from program exit or 5th birthday	
Children's Medical Services Health Records	All health records pertaining to clients seen by Children's Medical Services (0427-018)	6 years after client reaches age of majority (21 years per Medicaid)	
Immunization Consent Records	Includes only consent forms for immunization (0427-022)	5 years from date of last service	
Immunization Records (Post-1996)	Includes, but is not limited to recording of date of immunizations and associated clinical information in electronic system (GRITS) (0427-021)	6 years after client's death	
Immunization Records (Pre-1996)	Paper immunization records (0427-021)	Retain until child reaches age 28; includes any paper record not entered into electronic database	
Pregnancy-Related Services/Perinatal Case Management (PRS/PCM) Health Records	All documents relating to health services provided to PRS/PCM clients (0427-003)	6 years from date of last service	
Rodent/Nuisance Control Notices	Legal notification of violation of sanitation regulations that resulted in rodent infestation in a community or neighborhood	2 years	562
Sanitation Surveys	Surveys and inspections of communities and neighborhoods for potential sanitation problems	1 year	563
Scoliosis School Screening Records	All health records pertaining to scoliosis screenings (0427-026)	6 years from date of original screening	

Single-Encounter Health Records	Health records pertaining to one-time service encounters; includes newborn metabolic screening forms, individual consent service slips, sports physical forms, forms for walk-in PPDs, and hearing, vision, dental, or nutrition screening forms (0427-025)	5 years from date of last service	
Syphilis Records	All documents relating to health services provided to clients diagnosed with syphilis (0427-013)	20 years from date of last service	
Tuberculosis Records (Cases/Treatment)	All documents relating to health services provided to tuberculosis patients; "cases" includes those clients with active TB infection and/or with latent TB infection (LTBI) and an abnormal chest X-ray (0427-020)	21 years from date of last service	
Tuberculosis Records (Negative X-rays)	(0427-020)	10 years from end of calendar year in which X-ray was taken	
Tuberculosis Records (Positive X-rays)	(0427-020)	10 years from end of calendar year in which X-ray was taken	
Tuberculosis Records (Prophylaxis/Prevention)	All documents relating to health services provided to tuberculosis clients; "prophylaxis" includes those clients with LTBI and a normal chest X-ray (0427-020)	21 years from date of last service	
Women, Infants, and Children (WIC) Health Records	WIC-associated health records; applies only to WIC health records kept separately from child health records (if WIC records are kept as part of child health records, follow schedule 0427-017) (0427-023)	Retain for 3 years past the end of calendar year in which date of last service occurred	
Zoning Responses	Response from the county health department on the review of land development, and zoning variance requests	5 years	561

INFORMATION TECHNOLOGY (10)

Records	Description	Retention	Number
Computer Inventory Records	Records documenting the assignment of a specific computer to an individual as well as an inventory of the software licensed for that computer; also may include IP address or mailbox assigned to the individual. <i>Updated: October 20, 2016</i>	4 years after computer removed from service or staff leaves agency	LG-10-001
Computer System Documentation	Hardware and software manuals and program coding <i>Updated: October 20, 2016</i>	5 years and migration of all permanent records to new system	LG-10-002
Equipment and Network Usage Documentation	Policies and procedures for appropriate use of agency equipment and software <i>Updated: October 20, 2016</i>	4 years after superseded	LG-10-003
Equipment Records	Includes purchase orders, warranties, operation manuals, and service contracts for all computer hardware and software. <i>Updated: October 20, 2016</i>	Life of equipment	LG-10-004
System Architecture Documents and Wiring Schemas	Records documenting the location of wiring and the design of the overall agency network environment. <i>Updated: October 20, 2016</i>	3 years after obsolete or replaced	LG-10-006

LEGAL (11)

Records	Description	Retention	Number
Attorney Case Files	Documents the work of the agency legal counsel in advising and representing a local government. Public Defender Case Files, see the Judicial Branch Schedules. <i>Updated:</i> November 14, 2018	6 years after settlement of case	LG-11-001
Attorney's Opinions	Interpretations of the law and an agency's compliance with the law by the Local Governments legal Counsel. <i>Updated:</i> October 20, 2016	Permanent	LG-11-002
Subpoenas and/or Production of Documents Requests	This series documents subpoenas and/or production of documents requests from third parties. <i>Updated:</i> April 25, 2025	5 years	LG-11-003

LIBRARY (12)

Records	Description	Retention	Number
Accession Records	Master record of all acquisitions <i>Updated:</i> October 20, 2016	Permanent	LG-12-001
Circulation and Retrieval Records	Records documenting daily, monthly, and annual reference activity. <i>Updated:</i> October 20, 2016	3 years	LG-12-002

Inventories	Listing of holdings <i>Updated: October 20, 2016</i>	Retain until superseded.	LG-12-003
Membership Registrations	Records used to grant borrower or user privileges to patrons. <i>Updated: October 20, 2016</i>	2 years after expiration	LG-12-004

MEDICAL EXAMINER (13)

Records	Description	Retention	Number
Autopsy Protocols	Methods and practices for performing an autopsy <i>Updated: October 20, 2016</i>	Permanent	LG-13-001
Autopsy Reports	Report of the examination of an individual to determine cause of death. <i>Updated: October 20, 2016</i>	Permanent	LG-13-002
Inquests	Records of court proceedings to determine cause of death and any needed criminal investigation. <i>Updated: October 20, 2016</i>	Permanent	LG-13-003
Medical Examiners Case Files	Records documenting the investigation of deaths. <i>Updated: October 20, 2016</i>	Permanent	LG-13-004

PAYROLL (14)

Records	Description	Retention	Number
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Annual Payroll Earnings Reports	Summary of employees' payroll earnings for a fiscal year, including deductions. <i>Updated: October 20, 2016</i>	50 years after the tax year in which the records were created.	LG-14-001
Contractor Payroll Records	Records submitted by contractors that reflect the time and/or work their employees did for the Local Government.	5 years after project completion	LG-14-002
Deduction Authorizations	Records documenting an individual employee's authorization to withhold taxes, to allow direct deposits, and other deductions from the employee's pay. <i>Updated: October 20, 2016</i>	4 years after the end of the fiscal year	LG-14-003
Direct Deposit Records	Including blank checks used to establish direct deposit of employee's paycheck. <i>Updated: October 20, 2016</i>	1 year	LG-14-004
Employee Retirement Contribution Reports	Documents relating to participation in an agency-supported retirement program. <i>Updated: October 20, 2016</i>	6 years	LG-14-005
Family Medical Leave Act (FMLA) Compliance Records	All records pertaining to FMLA's leave requirements, including dates and hours of FMLA leave; copies of employer notices; documents describing premium payments; employee benefits; and records of disputes over FMLA benefits. <i>Updated: October 20, 2016</i>	3 years	LG-14-007

Garnishments	Records documenting the withholding of funds from an employee's wages at the request of the courts or a state agency. <i>Updated: October 20, 2016</i>	4 years after release from garnishment	LG-14-008
HIPAA/HITECH Records	These records include the policies and procedures implemented by agencies to comply with HIPAA/HITECH regulations. <i>Updated: October 20, 2016</i>	6 years after superseded	LG-14-009
Periodic Tax Reports	Records documenting taxable and non-taxable income of an agency. <i>Updated: October 20, 2016</i>	4 years	LG-14-010
Salary and Wage Records	Pre-payroll reports, monthly payroll check registers, monthly fund distribution reports, and payroll action forms <i>Updated: October 20, 2016</i>	4 years after the end of the fiscal year	LG-14-011
Unclaimed Pay Checks	Checks that remain unclaimed by employees. <i>Updated: October 20, 2016</i>	1 year	LG-14-012
Wage and Rate Tables	Records utilized to calculate straight time and overtime work schedules. <i>Updated: October 20, 2016</i>	2 years	LG-14-013

Wage and Tax Statements	An information return used to report wages paid to employees and the taxes withheld from them. Includes W-2s. <i>Updated: October 20, 2016</i>	4 years	LG-14-014
Withholding Allowance Certificates (W-4 Forms)	Federal forms completed by an individual employee to establish the amount of taxes withheld from wages. <i>Updated: October 20, 2016</i>	4 years	LG-14-015
Work-Time Schedules	Records documenting employee's daily and weekly work schedules. <i>Updated: October 20, 2016</i>	4 years and settlement of all claims due	LG-14-016

PERMITS (15)

Records	Description	Retention	Number
Administrative Permits	Permits issued for activities, minor actions, or temporary situations that have little risk for long term impact. Ex: yard sale, dumpster, special events, tents, road closures, temporary sign permits, etc. <i>Updated: October 20, 2016</i>	1 year after expiration of permit	LG-15-001
Alcoholic/Malt Beverage Licenses	Applications to sell beer and wine in the county or city. <i>Updated: October 20, 2016</i>	7 years after expiration	LG-15-002

Ambulance Service Applications and Permits, Expired	Records designating a vehicle as an emergency vehicle and providing for emergency lighting on the vehicle. <i>Updated: October 20, 2016</i>	3 years	LG-15-003
Appeals - Alcohol	Documents reflecting formal requests for reconsideration of a denial, revocation, or suspension of an alcohol license. <i>Updated: October 20, 2016</i>	7 years	LG-15-005
ATF License Application for Collector of Curios and Relics	ATF form F7CR <i>Updated: October 20, 2016</i>	1 year	LG-15-004
Beer License Application Files, Fingerprint Cards	Fingerprints and identification records for individuals applying for a beer license. <i>Updated: October 20, 2016</i>	5 years	LG-15-014
Bicycle Registrations	Records relating to a voluntary program for registering bicycles. <i>Updated: October 20, 2016</i>	2 years	LG-15-006
Building Permit Applications and Permits	This series documents the application and issuance of building permits and includes applications from property owners to erect a new structure or make modifications to an existing structure, permits allowing construction, and land disturbance permits. <i>Updated: April 25, 2025</i>	10 years	LG-15-007

Business License Citation Records	Records documenting citations issued by license inspectors for non-compliance with business license agreements. <i>Updated: October 20, 2016</i>	2 years	LG-15-008
Business Licenses	Records documenting the issuance of business privilege licenses and license renewal notices. <i>Updated: October 20, 2016</i>	2 years	LG-15-009
Contractors Licenses, Inactive	Applications for licensing as a general contractor; includes copies of licenses. <i>Updated: October 20, 2016</i>	5 years	LG-15-010
Electrical, Gas, and Plumbing Permits	Permits to install or upgrade plumbing fixtures, gas connections, or electrical equipment. <i>Updated: October 20, 2016</i>	5 years	LG-15-011
EPD Affidavits	Affidavit ensuring appropriate measures taken to abate an asbestos or lead during the demolition of structures. <i>Updated: October 20, 2016</i>	10 years	LG-15-012
Excavation Permits	Permits to local contractors to excavate in proximity of utility lines. <i>Updated: October 20, 2016</i>	5 years	LG-15-013

House Moving Applications	Records documenting the review and approval of permits to relocate houses. <i>Updated: October 20, 2016</i>	2 years	LG-15-015
Mobile Home Permits, Expired	Records used to register mobile homes for tax purposes and to permit electrical and sewage hook-ups. <i>Updated: October 20, 2016</i>	5 years	LG-15-017
Occupation Tax/Business License Master Lists	Listings of all businesses operating within a jurisdiction <i>Updated: October 20, 2016</i>	Retain until superseded	LG-15-016
Record of Permits Issued	Listing of permits issued <i>Updated: October 20, 2016</i>	2 years after permit expires.	LG-15-018
Sign Permits	Applications and permits for permanent signage <i>Updated: October 20, 2016</i>	3 years	LG-15-019
Trade Certifications	Records granting licenses to building tradesmen wanting to work in an area. <i>Updated: October 20, 2016</i>	5 years	LG-15-020
Vehicles for Hire Permits	Records authorizing the issuance of operating permits to taxi cab companies and drivers. <i>Updated: October 20, 2016</i>	5 years	LG-15-021

PERSONNEL (16)

Records	Description	Retention	Number
Affirmative Action Audits and Annual Reports	Document agency response to federal program reviews, state compliance audits, annual reporting requirements, and internal audits. <i>Updated: October 20, 2016</i>	3 years	LG-16-001
Affirmative Action Policy	Record documenting an agency's compliance with the requirements of the Equal Employment Opportunity Commission. <i>Updated: October 20, 2016</i>	Permanent	LG-16-002
Applications for Employment, Not Hired	This series documents records of job applicants who are not hired for the position. Records include, but are not limited to, applications and background checks. <i>Updated: April 25, 2025</i>	2 years	LG-16-003
Applications for Employment, Unsolicited or Incomplete	Records documenting applications for job openings that are incomplete or unsolicited. <i>Updated: October 20, 2016</i>	3 months	LG-16-004
Cafeteria Plan (Flexible Benefits) Records	Records documenting salary reduction-type plans authorized by the Internal Revenue Service. <i>Updated: October 20, 2016</i>	6 years after termination of participation	LG-16-006

Continuation of Insurance Benefits (COBRA) Records	Records documenting individual election to continue insurance benefits beyond employment with an agency. <i>Updated: October 20, 2016</i>	6 years	LG-16-007
Contracts, Employee	Service contracts between an individual and government agency or teaching services. <i>Updated: October 20, 2016</i>	7 years after expiration	LG-16-008
Converted Personal Leave Request	Records documenting converted personal leave requests. <i>Updated: October 20, 2016</i>	1 year after leave used	LG-16-009
Drug Testing Records	Records documenting the random drug testing of employees to include pre-employment and reasonable suspicion. <i>Updated: October 20, 2016</i>	(LG-16-010A) Postives and Refusals: 5 years; (LG-16-010B) Negatives and Cancelled Drug Tests and documents relating to the administration of alcohol and controlled substance testing programs: 2 years	LG-16-010A and LG-16-010B
Drug Testing Records - Equipment Calibration	Records documenting calibration of drug testing equipment. <i>Updated: October 20, 2016</i>	5 years	LG-16-011
Employee Assistance Program Case Files	Records documenting the referral and treatment of employees in an agency sponsored assistance program. <i>Updated: October 20, 2016</i>	5 years after employee completes program	LG-16-012

Employee Eligibility Verification Records	I-9 forms <i>Updated: October 20, 2016</i>	3 years after date of hire or 1 year after separation, whichever is longer	LG-16-021
Employee Grievance Action Case Files, Resolved	Resolution of employee complaints against supervisor or other employee. <i>Updated: October 20, 2016</i>	2 years after the complaint is filed or the case is resolved.	LG-16-013
Employee Handbooks	Guidelines created to explain the internal operations and procedures of the agency to a new employee. <i>Updated: October 20, 2016</i>	60 years	LG-16-014
Employee Identification Card Records	Records documenting the issuance of employee identification cards. <i>Updated: October 20, 2016</i>	5 years after card has been recalled	LG-16-015
Employee Medical Files, Toxic/Hazardous Substance Exposure	Documentation of employee exposure to hazardous materials. <i>Updated: October 20, 2016</i>	30 years after separation	LG-16-016
Employee Parking Records	Records documenting employee parking permit applications, cards, and permits. <i>Updated: October 20, 2016</i>	5 years after permit expires or is superseded or separation of employee from the agency, whichever is longer.	LG-16-017

Employee Personnel Files (Full Time, Part Time, Temporary)	This series documents an employee's work history with the agency, generally maintained as a case file. Records in this series include, but are not limited to, documentation of continuing education, performance evaluations, waivers of liability, card key access forms, disciplinary actions, and background checks. <i>Updated: April 25, 2025</i>	7 years after separation	LG-16-018
Employee Retirement Contribution Reports	Documents relating to participation in an agency-supported retirement program. <i>Updated: October 20, 2016</i>	6 years	LG-14-005
Employee Retirement Plans	Copies of pension plans, both current and past, summarizing benefits and eligibility criteria. <i>Updated: October 20, 2016</i>	60 years	LG-16-019
Employee Retirement Records	Records including declaration of beneficiary, requests for retirement, insurance authorizations, correspondence, election of options forms, and other related materials. <i>Updated: October 20, 2016</i>	7 years after benefits cease to be paid	LG-16-020
Equal Employment Opportunity Commission (EEOC) Complaints	Records documenting charges of discrimination filed against an agency. <i>Updated: October 20, 2016</i>	2 years or until final disposition of the charge or action	LG-16-022

Equal Employment Opportunity Commission (EEOC) Reports	Reports classifying employees by race and gender that document compliance with EEOC rules. <i>Updated: October 20, 2016</i>	3 years	LG-16-023
Family Medical Leave Case Files	Records documenting extended absence from work by an employee under provisions of the Family Medical Leave Act. <i>Updated: October 20, 2016</i>	3 years after separation	LG-16-024
Georgia Commission on Equal Opportunity (GCEO) Complaints	Records documenting charges of discrimination filed against an agency. <i>Updated: October 20, 2016</i>	2 years or until final disposition of the charge or action	LG-16-025
Group Health Insurance Policies	Group insurance policies held by a local government as part of the employee benefits program. <i>Updated: October 20, 2016</i>	10 years after expired	LG-16-026
Hazardous Materials Exposure Records	Records monitoring the exposure to hazardous materials by employees. <i>Updated: October 20, 2016</i>	30 years after separation	LG-16-027
Insurance Claims	Records documenting the administration of a government operated insurance program. <i>Updated: October 20, 2016</i>	5 years	LG-16-028

Intern/Volunteer Program Records	This series documents the activities and administration of an agency's intern/volunteer program. Records may include: volunteer hour statistics; volunteer program publicity records; insurance requirement information; and inactive volunteer files containing applications and conditions of volunteer service forms. <i>Updated: October 20, 2016</i>	(LG-16-045A) Individual Intern/Volunteer Files: 3 years after separation; (LG-16-045B) All Other Records: 3 years	LG-16-045A and LG-16-045B
Job Recruitment Materials	Records documenting efforts to advertise positions and attract qualified personnel for employment opportunities. <i>Updated: October 20, 2016</i>	2 years	LG-16-029
Leave Donation Records	Records documenting the donation of leave by employees to assist an individual who must be absent from work for an extended period of time due to illness. <i>Updated: October 20, 2016</i>	1 year after leave used	LG-16-030
Leave Records	Records documenting hours worked, sick leave donations, leave earned, and leave taken; does not include final leave status. <i>Updated: October 20, 2016</i>	3 years	LG-16-031
Leave Status, Final	Records documenting cumulative leave held by an individual employee. <i>Updated: October 20, 2016</i>	50 years	LG-16-032

Official Bonds and Oaths	Bonds required of local officials and custodians of funds. <i>Updated: October 20, 2016</i>	5 years after expiration of term	LG-16-033
Position Classification Materials	Records documenting job requirements, description, and salary range. <i>Updated: October 20, 2016</i>	4 years after position is reclassified	LG-16-034
Pre-employment Assessments	Pre-employment assessments include exams and polygraphs, taken by those applying for positions with a local government. <i>Updated: April 25, 2025</i>	2 years	LG-16-035
Retirement Incentive Program Records	Records documenting employees who elect for early retirement under government-offered incentive programs. <i>Updated: October 20, 2016</i>	6 years	LG-16-036
Retirement System Transaction Reports	Status of individual pension accounts including interest, contributions, and withdrawals <i>Updated: October 20, 2016</i>	10 years after fiscal year in which the record was created	LG-16-037
SAVE and E-Verify Affidavits	Affidavits testifying to an individual's right to receive public benefits. Note: Retention applies only to those affidavits not maintained as part of another record, such as a contract or bid response. <i>Updated: October 20, 2016</i>	3 years	LG-16-038

SAVE and E-Verify Reports	Reports documenting the collection of SAVE and E-verify forms. <i>Updated: October 20, 2016</i>	10 years	LG-16-039
Short/Long Term Disability Leave Files, Non-FMLA	Records documenting extended absence from work by an employee; non-FMLA. <i>Updated: October 20, 2016</i>	3 years	LG-16-040
Student Workers Permits	Permits to allow persons under 18 years old to obtain summer employment. <i>Updated: October 20, 2016</i>	Return to issuing officer (school board) after termination or failure to appear for 30 days.	LG-16-044
Training Records	Records documenting attendance and course content for required continuing education training, excluding law enforcement. <i>Updated: October 20, 2016</i>	5 years	LG-16-041
Training Records - Breath-Alcohol Testing	Records relating to the training of individuals for breath-alcohol testing. <i>Updated: October 20, 2016</i>	2 years after individual ceases to perform the testing function	LG-16-042
Unemployment Compensation Records	Documentation related to employee claims for unemployment compensation. <i>Updated: October 20, 2016</i>	5 years after the end of the fiscal year in which the transaction occurred	LG-16-043
Work-Time Schedules	Records documenting employee's daily and weekly work schedules. <i>Updated: October 20, 2016</i>	4 years and settlement of all claims due	LG-14-016

Workers' Compensation Claims or Employee Accident Claims, Accident Reports	Records documents employee accidents, injuries, and medical claims; settlement of all claims. <i>Updated: October 20, 2016</i>	4 years	LG-16-046
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PLANNING AND ZONING (17)

Records	Description	Retention	Number
Planning Studies and Reports	Studies and reports completed by outside consultants and/or city planners. <i>Updated: October 20, 2016</i>	10 years after superseded	LG-17-001
Prisoner Subsidy Programs, Public Works Projects	Financial records documenting the employment of prisoners on public works projects. <i>Updated: October 20, 2016</i>	3 years	LG-17-002
Residential Blueprints	Residential construction plans and specifications submitted by developers and builders as part of the permit process. <i>Updated: October 20, 2016</i>	10 years	LG-17-003
Tall Structure	Records documenting the construction of cell towers. <i>Updated: October 20, 2016</i>	20 years after dismantled	LG-17-004
Vacant Property Registration	Records documenting properties that have not been lawfully inhabited and show no evidence of habitation, as to comply with state/local government vacant property statutes. <i>Updated: October 20, 2016</i>	2 years after superseded	LG-17-005

Zoning Board Appeals	Appeals of decisions of the Planning and Zoning Department <i>Updated: October 20, 2016</i>	5 years	LG-17-006
Zoning Change Requests	Requests from property owners for changes in the zoning of their property. <i>Updated: October 20, 2016</i>	5 years	LG-17-007
Zoning Litigation Files	Records documenting the review, evaluation, and decision in rezoning court suits. <i>Updated: October 20, 2016</i>	6 years after litigation is complete	LG-17-008
Zoning Ordinances	Records establishing property usage for commercial, residential, or agricultural purposes. <i>Updated: October 20, 2016</i>	Permanent	LG-17-009
Zoning Responses	Response from the county health department on the review of land development and zoning variance requests. <i>Updated: October 20, 2016</i>	5 years	LG-17-011
Zoning Variance Applications	Applications for an exception to a zoning regulations <i>Updated: October 20, 2016</i>	Permanent	LG-17-010

PROPERTY (18)

Records	Description	Retention	Number
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Acquisition Records	Records documenting the purchase of real property by an agency; does not include deeds or titles. <i>Updated: October 20, 2016</i>	5 years after project completion	LG-18-001
Architectural Project Monitoring Files	Monitoring of the construction of local government facilities. <i>Updated: October 20, 2016</i>	7 years after project completion	LG-18-002
Blueprints and Specifications, As-Built	Plans and specifications of government-owned facilities <i>Updated: October 20, 2016</i>	Retain for life of building.	LG-18-003
Capital Construction Project Records	Provides a record of the planning, administration, and implementation of capital construction projects; includes project descriptions and requirements, bid records, plan reviews, project schedules, contract changes, consultant contracts, and budgets. <i>Updated: October 20, 2016</i>	11 years after completion of project	LG-18-005
Depreciation Schedules	Records documenting useful life and depreciation of agency-owned equipment and property, usually for insurance purposes. <i>Updated: October 20, 2016</i>	4 years	LG-08-011
Equipment and Vehicle Purchases	Records documenting the purchase of agency-owned vehicles. <i>Updated: October 20, 2016</i>	5 years after disposition of equipment	LG-18-006

Facility Inspection Files and Reports	Records documenting inspection of facilities to comply with standards, rules, and codes affecting health and safety of the occupants; includes security and safety inspections. <i>Updated: October 20, 2016</i>	(LG-18-0088A) Building Age 0-8 years: 11 years; (LG-18-008B) Building Age 9-up year: 3 years	LG-18-008A and LG-18-008B
Facility/Building Security Records	Records documenting security measures and procedures. <i>Updated: October 20, 2016</i>	5 years	LG-18-009
Federal Property Records	Records documenting the loan or lease of federal government equipment. <i>Updated: October 20, 2016</i>	7 years after expiration of contract or disposal of equipment	LG-18-010
Fuel and Oil Usage Reports	Periodic reports of the consumption of diesel, gas, and oil in government-owned vehicles. <i>Updated: October 20, 2016</i>	3 years	LG-18-011
Fuel Tax Reports	Periodic reports of taxable and nontaxable diesel fuel usage by government-owned vehicles. <i>Updated: October 20, 2016</i>	3 years	LG-18-012
Government Equipment Lease Records	Records documenting the lease of government equipment (federal or state) by local governments. <i>Updated: October 20, 2016</i>	7 years after expiration of lease	LG-18-013

Insurance Fund Claims	Records documenting requests for payment of insurance claims. <i>Updated: October 20, 2016</i>	5 years after claim is paid or denied	LG-18-014
Insurance Policies	Records documenting insurance purchase for agency facilities or of membership in risk management cooperatives. <i>Updated: October 20, 2016</i>	7 years after expiration of policy or membership	LG-18-015
Leasing and Rental Records	Records documenting the leasing or renting of land, buildings, or facilities. <i>Updated: October 20, 2016</i>	7 years after expiration (or termination) of contract	LG-18-016
Maintenance Records, Capital Equipment and Technology	Includes purchase orders, warranties, operating manuals, service contracts, and service logs for maintenance of agency-owned equipment and vehicles. <i>Updated: October 20, 2016</i>	5 years after disposition of equipment	LG-18-007
Maintenance Records, Remodeling and Repair	Documents the condition, upkeep, and routine maintenance on agency facilities and grounds. <i>Updated: October 20, 2016</i>	6 years	LG-18-004
Maintenance Schedules	Schedules for maintenance of agency-owned equipment and vehicles <i>Updated: October 20, 2016</i>	5 years	LG-18-017

Maintenance Work Orders	Records documenting routine maintenance on facilities and property. <i>Updated: October 20, 2016</i>	5 years	LG-18-018
Motor Pool Vehicle Records	Records documenting reservation and use of motor pool vehicles by agency personnel and gasoline usage by motor pool vehicles. <i>Updated: October 20, 2016</i>	5 years	LG-18-019
Property and Equipment Inventories	Listing of agency-owned property and equipment <i>Updated: October 20, 2016</i>	5 years	LG-18-021
Property Disposition Requests (Surplus Property Records)	Documents requests for change in status of government-owned property. <i>Updated: October 20, 2016</i>	5 years	LG-18-020
Real Property Ownership Records	Deeds and supporting documentation for land owned by an agency <i>Updated: October 20, 2016</i>	11 years after the year in which the property was sold or transferred	LG-18-022
Receipts of Responsibility	Records documenting property temporarily in use or possession of an employee. <i>Updated: October 20, 2016</i>	Retain until return of item to property manager or 5 years, whichever is longer.	LG-18-023
Restricted Area/Access Authorization Identification Records	These records document staff and contractor electronic access into government facilities, including user identities and portal access logs. <i>Updated: April 25, 2025</i>	1 year after access is deactivated.	LG-18-024

Space Planning/Design Management Project Files	Evaluation and design of office space for local government agencies <i>Updated: October 20, 2016</i>	3 years after project completion	LG-18-025
Utility Systems Operating and Maintenance Records	Records include equipment operations logs, mechanical reading charts, equipment maintenance histories. <i>Updated: October 20, 2016</i>	5 years after equipment is no longer in service	LG-18-026
Vehicle Accident Reports	Record documenting damage to agency-owned vehicles. <i>Updated: October 20, 2016</i>	5 years	LG-18-027
Vehicle and Equipment Cost Reports	Reports generated to assess and monitor the costs of agency-owned vehicles and heavy equipment. <i>Updated: October 20, 2016</i>	3 years	LG-18-028
Vehicle and Equipment Maintenance Files	Records documenting routine maintenance on vehicle and equipment (does not include school bus maintenance). <i>Updated: October 20, 2016</i>	5 years after the vehicle is sold or replaced	LG-18-029
Vehicle Parts Lists	Lists of replacement parts for agency-owned vehicles <i>Updated: October 20, 2016</i>	3 years	LG-18-030
Vehicle Permits/Security Identification Records	Records documenting the issuance of vehicle decals providing access to security areas. <i>Updated: October 20, 2016</i>	2 years after expiration	LG-18-031

Vehicle Title Records	Documents agency ownership of cars, vans, trucks, trailers, tractors, etc. <i>Updated:</i> October 20, 2016	(LG-18-032A) Applications: Retain until receipt of title; (LG-18-032B) Title: Retain for duration of ownership.	LG-18-032A and LG-18-032B
Vehicle Usage Reports	Reports used to track fuel usage and mileage. <i>Updated:</i> October 20, 2016	3 years	LG-18-033
Vehicle Use Authorizations and Requests	Records documenting permission for employees to use their private vehicles for official business and receive reimbursement for mileage. <i>Updated:</i> October 20, 2016	5 years	LG-18-034

PUBLIC SAFETY (19)

Records	Description	Retention	Number
911 Emergency Call Recordings	Digital or analog recordings of emergency calls handled by the 911 center <i>Updated:</i> April 05, 2017	3 years	LG-19-001
Accident Reports, Hazardous Material	Reports on accidents involving the spillage or combustion of hazardous materials <i>Updated:</i> April 05, 2017	50 years	LG-19-002
Accident Reports, Private Property	Reports of accidents on private property <i>Updated:</i> October 17, 2017	1 year	LG-19-004

Accident Reports, Traffic	Reports of traffic and other accidents on public property <i>Updated: October 17, 2017</i>	5 years	LG-19-003
Ambulance Trip Reports	Record of patient vital statistics from the point at which the ambulance picks the individual up to the hospital <i>Updated: April 05, 2017</i>	5 years	LG-19-005
Animal Control Case History Records	Case history records (cards) maintained on all animal received at an animal shelter <i>Updated: April 05, 2017</i>	1 year	LG-19-006
Animal Control/Shelter Operation Records	Records documenting animal shelter operations not covered elsewhere in the schedule <i>Updated: April 05, 2017</i>	1 year	LG-19-008
Animal Intake Reports and Logs	Records documenting animal intake <i>Updated: April 05, 2017</i>	2 years	LG-19-007
Animal Sterilization Citations and Records	Records documenting animal sterilization <i>Updated: April 05, 2017</i>	1 year	LG-19-009
Applications for Tax Paid Transfer and Registration of Firearm	Document the sale/transfer of weapons requiring registration with the U.S. Department of Treasury in accordance with the National Firearms and Weapons Act <i>Updated: April 05, 2017</i>	1 year	LG-19-010

Arrest and Booking Summary Statistics	Summary of daily, monthly, and yearly totals of arrests <i>Updated: April 05, 2017</i>	5 years	LG-19-011
Arrest Warrants	Summons for an individual who has or has not appeared in court for sentencing <i>Updated: April 05, 2017</i>	(LG-19-013A) Executed: 3 years after court Appearance; (LG-19-013B) Open: 50 years for capital offenses, (LG-19-013C) 15 years for all other offenses	LG-19-013A, B, and C
Arrest Warrants, Recalled	Those summons later recalled by the issuing court <i>Updated: April 05, 2017</i>	2 years	LG-19-012
ATF License Application for Collector of Curios and Relics	Document the purchase of guns and other weapons as collectors items <i>Updated: April 05, 2017</i>	1 year	LG-19-014
Automatic Alarms Test and Maintenance Records	Test and maintenance work performed on automatic fire alarm systems	5 years	LG-19-015
Breath Test Reports	Reports maintained on individuals given breath tests to determine alcohol level <i>Updated: April 05, 2017</i>	(LG-19-016A) Negative Results: 4 years; (LG-19-016B) Positive Results: 5 years	LG-19-016A and LG-19-016B
Cash Bond Docket	Record of bonds made on individuals charged with criminal offenses <i>Updated: April 05, 2017</i>	5 years	LG-19-017

Cash Bond Receipts	Records documenting the receipt and disbursement of cash bonds posted for criminal offenses <i>Updated: April 05, 2017</i>	10 years after year in which the record was created	LG-19-018
Cash Bonds, Forfeited	Records documenting the remittance of forfeited cash bond to the county treasurer <i>Updated: April 05, 2017</i>	3 years	LG-19-019
Certification/On-Site Assessment Files, State Law Enforcement Certification Program	Certification standards, standards status reports, written directives, photographs, and other documents related to proof of compliance with the Georgia Law Enforcement Certification Program. <i>Updated: April 27, 2023</i>	3 years after confirmation of certification/recertification or 4 years for certified agencies also CALEA accredited	LG-19-020
Civil Arrest Order Log Books	Documents actions taken on orders for incarceration in civil cases <i>Updated: April 05, 2017</i>	3 years	LG-19-021
Condemned Vehicles Account Records	Records documenting the sale and release of impounded vehicles after condemnation <i>Updated: April 05, 2017</i>	3 years after condemnation of vehicle	LG-19-022
Coroner, Inquest Files - Sheriff	Records documenting hearings conducted to determine if sufficient evidence exists for criminal prosecution <i>Updated: April 05, 2017</i>	50 years	LG-19-023

Crime Incident Statistical Reports	Record summarizing crime statistics in an area <i>Updated: April 05, 2017</i>	(LG-19-024A) Annual report: Permanent; (LG-19-024B) Other periodic reports: 5 years	LG-19-024A AND LG-19-024B
Criminal Investigation Case Files (Capital Felonies)	Investigation of suspected criminal activity in order to arrest and convict the perpetrators; includes incident reports and supplements, documentary evidence, criminal history sheets, affidavits or other written statements, copies of subpoenas, State Crime Laboratory reports, and any other documents relevant to the investigation <i>Updated: April 05, 2017</i>	50 years after adjudicated	LG-19-025
Criminal Investigation Case Files, Felony	Investigations of felony crimes other than capital offenses <i>Updated: April 05, 2017</i>	7 years after adjudicated	LG-19-026
Criminal Investigation Case Files, Misdemeanors	See Criminal Investigation Case Files (Capital Felonies) <i>Updated: April 05, 2017</i>	5 years after adjudicated	LG-19-027
Criminal Trespass Notifications	Records advising subjects they are prohibited from entering a given property <i>Updated: April 05, 2017</i>	Retain for useful life	LG-19-028
Dead Animal Pick-up Records	Records documenting the disposition of animal carcasses <i>Updated: April 05, 2017</i>	2 years	LG-19-029

Dog Maintenance Records - K-9 Units	Records documenting the physical health and training proficiency of members of K-9 units <i>Updated: April 05, 2017</i>	4 years after dog leaves the unit	LG-19-030
Emergency Dispatch Logs	Record of emergency calls received over radio and logged at time of dispatch <i>Updated: April 05, 2017</i>	3 years	LG-19-031
Emergency Management/Operations Reports	Record documenting the type of emergency operation and the assistance provided <i>Updated: April 05, 2017</i>	5 years	LG-19-032
Evidence and Property Logs and Forms	Documents evidence, property stored for safekeeping, and found property acquired and maintained by the police department <i>Updated: April 05, 2017</i>	(LG-19-033A) Evidence log: 3 years after disposition of property; (LG-19-033B) Logs of property not part of court proceeding: 1 year after disposition	LG-19-033A and LG-19-033B
Expunged/Sealed Records	This series covers records that have been sealed by court order. <i>Updated: April 25, 2025</i>	Retention of the record does not change upon expungement. Continue to use existing retention for the record.	LG-19-095
Extradition Files	Records documenting the transfer of a criminal to a different jurisdiction for trial <i>Updated: April 05, 2017</i>	5 years after closed	LG-19-034

False Alarm Reports	Reports of public safety officer response to a false alarm (or prank call) <i>Updated: April 05, 2017</i>	3 years	LG-19-035
Fi. Fa. (Fieri Facias) Records, Sheriffs	Documents relating to serving of Fi.Fa. papers by sheriffs <i>Updated: April 05, 2017</i>	7 years whether entered on GED or not	LG-19-036
Field Training Files	This series includes field training records given by the department and includes VA OTJ records. Post training files are at Post. <i>Updated: April 25, 2025</i>	5 years	LG-19-089
Fingerprint Records	Paper copies of fingerprints taken by law enforcement. <i>Updated: April 25, 2025</i>	(LG-19-090A) Fingerprint database and cards not entered into a fingerprint database: Permanent; (LG-19-090B) Cards entered into a fingerprint database: Keep until entered into the Fingerprint database.	LG-19-090A and LG-19-090B
Fingerprint Reports to FBI	Copies of reports submitted to Federal Bureau of Investigation <i>Updated: April 05, 2017</i>	Retain for useful life	LG-19-037
Fire Hydrant Inspection Reports	Records documenting the installation and maintenance of fire hydrants <i>Updated: April 05, 2017</i>	5 years	LG-19-038

Fire Incident Reports	Record of fires and related damage <i>Updated: April 05, 2017</i>	20 years	LG-19-039
Fire Log Books	Record of fire including date, name of caller, stations responding, damage to structure, equipment used, and time required <i>Updated: April 05, 2017</i>	20 years	LG-19-040
Fire Plans and Inspection Reports	Inspections of structures used in fire safety planning <i>Updated: April 05, 2017</i>	5 years	LG-19-043
Fire Prevention Plans	Review of structure, along with flammable material contained within, alarm systems, placement of extinguishers, and emergency numbers <i>Updated: April 05, 2017</i>	5 years after superseded	LG-19-041
Fire Safety Inspection Reports	Reports documenting compliance with and violations of fire regulations <i>Updated: April 05, 2017</i>	5 years	LG-19-042
Fireworks Display Registrations	Registrations of the location of fireworks displays with the fire department <i>Updated: April 05, 2017</i>	3 years	LG-19-044
Fugitive/Wanted Persons Files	Records created or accumulated in the course of apprehending wanted individuals <i>Updated: April 05, 2017</i>	5 years after suspect is apprehended	LG-19-045

Grand Jury Lists - Sheriff	Documents the selection of jurors for a particular term <i>Updated: April 05, 2017</i>	2 years	LG-19-046
Holding Cell Videos	Pictorial recordings (either analog or digital) of jail holding or booking areas <i>Updated: April 05, 2017</i>	180 days	LG-19-047
Impounded Vehicle Reports	Records documenting the towing of vehicles <i>Updated: April 05, 2017</i>	3 years	LG-19-048
Impounded Vehicles - Wrecker Service Reports	Reports identifying the vehicles to be towed and the wrecker service performing the task <i>Updated: April 05, 2017</i>	3 years	LG-19-049
Incarceration Lists	Daily list of inmates in jail <i>Updated: April 05, 2017</i>	1 year	LG-19-050
Incident Reports (Capital)	Reports of incidents of suspected criminal/capital activity investigated by public safety officers <i>Updated: October 17, 2017</i>	50 years	LG-19-053
Incident Reports (Criminal)	Reports of incidents of suspected criminal non-capital activity investigated by public safety officers <i>Updated: October 17, 2017</i>	5 years	LG-19-052

Incident Reports (Non-Criminal)	Reports of incidents of suspected non-criminal activity investigated by public safety officers <i>Updated: October 17, 2017</i>	1 year	LG-19-051
Inmate Case Files	Records of inmates documenting their case history at the correctional institution <i>Updated: April 05, 2017</i>	10 years after release	LG-19-054
Inmate Disciplinary Reports	Reports of disciplinary problems with inmates <i>Updated: April 05, 2017</i>	10 years after release	LG-19-055
Inmate Fund Account Records	Records of personal monies deposited with the prison by an inmate upon entering incarceration or on behalf of an inmate while incarcerated <i>Updated: April 05, 2017</i>	3 years after release of inmate	LG-19-056
Inmate Medical Records	Records documenting medical care provided to prison inmates <i>Updated: April 05, 2017</i>	10 years after release	LG-19-057
Inmate Personal Property Accounting	Records documenting personal property of inmates being stored during their incarceration <i>Updated: April 05, 2017</i>	4 years after release	LG-19-058
Internal Investigations	Records used to investigate complaints against public safety officers. <i>Updated: April 27, 2023</i>	(LG-19-092A) Founded: 20 years after settlement of case; (LG-19-092B) Unfounded: 1 year after investigation completed.	LG-19-092A and LG-19-092B

Investigation Logs	Chronological listing of investigations <i>Updated: April 05, 2017</i>	3 years after release of inmate	LG-19-059
Jail Booking Records	Medical and personal information, fingerprints, and associated data gathered during the process of entering an individual in jail (booking them). <i>Updated: April 05, 2017</i>	10 years after release	LG-19-060
Jail Registers	Registers of inmates <i>Updated: April 05, 2017</i>	10 years after last entry	LG-19-061
Juror Summons	Summons of jurors to serve on grand jury and trial juries <i>Updated: April 05, 2017</i>	3 years	LG-19-062
Juvenile Complaint	State form recording any criminal accusations made against a juvenile <i>Updated: April 05, 2017</i>	5 years or adjudication of case	LG-19-063
LED Sheets	GCIC form the Police Department uses to enter stolen properties and vehicles etc. into GCIC <i>Updated: October 17, 2017</i>	30 days	LG-19-088
LEDS Warrant Worksheets	Worksheets used to post data to GCIC/NCIC information system <i>Updated: April 05, 2017</i>	Retain for useful life	LG-19-064

Medicaid/Medicare Insurance Claims	Invoices sent to Medicaid/Medicare for reimbursement <i>Updated: April 05, 2017</i>	5 years after settlement	LG-19-065
Misdemeanor Case Files, Traffic Court	Court adjudication of misdemeanor traffic citations issued by authorized public safety officers <i>Updated: April 05, 2017</i>	6 years	LG-19-066
Misdemeanor Investigation Case Files	Investigation of misdemeanor crimes <i>Updated: April 05, 2017</i>	2 years after close of investigation	LG-19-067
Pawn Tickets	Record of goods sold or pledged in exchange for the loan of money <i>Updated: April 05, 2017</i>	4 years after the year in which the record was created	LG-19-069
Prisoner Hold Records	Records documenting individuals currently in custody who are wanted by other law enforcement offices <i>Updated: April 05, 2017</i>	2 years after prisoner released to requesting agency	LG-19-070
Prisoner Mail Logs	Record of all mail received by an inmate <i>Updated: April 05, 2017</i>	1 year	LG-19-071
Prisoner Transfer Files/Extradition Files	Records documenting the movement of prisoners from facility to facility or transfer to another facility <i>Updated: April 05, 2017</i>	5 years	LG-19-072

Proof of Rabies Vaccination	Records documenting rabies vaccination <i>Updated: April 05, 2017</i>	3 years from date of issuance	LG-19-073
Pursuit Critique	The form is used for pursuit critiques and includes information about the necessity of the pursuit and lessons learned. <i>Updated: April 25, 2025</i>	7 years	LG-19-093
Radio Dispatch Logs	Records of the first official report of a fire or incident from incoming radio calls <i>Updated: April 05, 2017</i>	3 years	LG-19-074
Record of Animal Bites	Record documenting type of animal, owner, past history of attacks, individual bitten, date, physician treatment, and observation for rabies <i>Updated: April 05, 2017</i>	3 years	LG-19-075
Remittance Reports	Records documenting the remittance of a prescribed portion of court fines and costs to such funds as the Peace Officers Annuity and Benefit Fund and the Sheriff's Retirement Fund, Crime Victims Fund, and the Peace Officer/Prosecutor Training Fund <i>Updated: April 05, 2017</i>	5 years	LG-19-076
Report of Multiple Sale or Other Disposition of Pistols and Revolvers	ATF form F3310.4 <i>Updated: April 05, 2017</i>	1 year	LG-19-077

Sale and Claim Execution Dockets - Sheriff	Record of items sold at public auction by the Sheriff <i>Updated: April 05, 2017</i>	7 years	LG-19-078
Sex Offender Registration Records	Information gathered to enter sex offender on registry <i>Updated: April 05, 2017</i>	7 years after registrant moves or is otherwise removed from jurisdiction	LG-19-080
Subpoena Logs, Officer	Documents summons of a public safety officer to appear during a court trial <i>Updated: April 05, 2017</i>	3 year after disposition of case	LG-19-081
Temporary Protective Orders	Records documenting the issuance of temporary protective orders by the court <i>Updated: April 05, 2017</i>	3 years after expiration	LG-19-082
Traffic Citation Log	Listing of parking tickets and other traffic citations issued along with court dates and associated fines <i>Updated: April 05, 2017</i>	5 years	LG-19-083
Traffic Citations - Warnings	Warnings to drivers of the occurrence of equipment malfunctions such as a burned out light <i>Updated: April 05, 2017</i>	2 years	LG-19-084
Training Lesson Plans	Documentation of teaching plans including subject, activity, and/or project <i>Updated: October 17, 2017</i>	2 years	LG-19-091

Trust Account Files - Sheriff	Administration and accounting records of trust accounts for minors established by court order <i>Updated: April 05, 2017</i>	10 years after closed	LG-19-085
Uniform Traffic Citations, Summonses, Accusations, and Warnings	Documents relating to traffic violations <i>Updated: April 05, 2017</i>	2 years	LG-19-086
Use of Force	This series documents the reporting of use of force by law enforcement officers. Information in the report includes the level of force used and why. <i>Updated: April 25, 2025</i>	7 years	LG-19-094
Video Footage from Body Cams/Dash Cams /Drone Cams	This series consists of video recordings from law enforcement body-worn devices, devices located on or inside of law enforcement vehicles, drone cameras, and traffic cameras. Retention: (LG-19-068A) 180 days except (LG-19-068B) Footage that is part of a criminal investigation, shows a vehicle accident, shows the detainment or arrest of an individual, shows a law enforcement officer's use of force, or contains evidence that is or can reasonably be anticipated to be necessary for pending litigation and then it shall be retained for 30 months from the date of the records and (LG-19-068C) Footage used in litigation: Retain until final adjudication of the litigation. <i>Updated: April 25, 2025</i>	See description.	LG-19-068A and LG-19-068B

Writ Dockets - Sheriff	Record of the receipt and action taken on civil processes (other than execution writs) issued by the court to the Sheriff's department	5 years	LG-19-087
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Updated: April 05, 2017

PUBLIC WORKS (20)

Records	Description	Retention	Number
Actions Taken to Correct System Violations	Records documenting the certifications from suppliers that they have complied with regulations to notify the public when water systems fail to meet with applicable contaminant levels, when a variance or exception has been issued to them, or when the supplier has failed to perform required monitoring.	3 years	LG-20-001
	<i>Updated: October 20, 2016</i>		
Business Continuity Plans	Business recovery plans for man-made and natural disasters	5 years until superseded or updated	LG-20-002
	<i>Updated: October 20, 2016</i>		
Cathode Protection Records	Records created and used to maintain gas mains; documents installation of nodes, test stations, rectifiers, and ground beds.	Retain for useful life.	LG-20-003
	<i>Updated: October 20, 2016</i>		

Chemical Analyses, Water, Sanitary Sewer, Storm Sewer	Documentation by municipal government including sampling data, location, methodologies, analyses, reports, surveys, results, evaluations, schedules, and corrections related to the analysis of bacterial/chemical content. <i>Updated: October 20, 2016</i>	10 years	LG-20-008
Consumption and Revenue Reports, Gas	Reports documenting the number of gas customers. <i>Updated: October 20, 2016</i>	5 years	LG-20-004
Copper and Lead Results	Records that reflect compliance efforts, laboratory results, laboratory certification, inactive lead and copper amounts, surface water sanitary surveys, interim enhanced surface water treatment reports, and all other reports and correspondence. Excludes monthly operating reports under 1979-069. <i>Updated: October 20, 2016</i>	12 years	LG-20-009
County Road Dockets	Records showing road maintenance work; includes Commissioner of Roads Overseer Ledgers. <i>Updated: October 20, 2016</i>	Permanent	LG-20-005
Discharge Monitoring Records	Reports summarizing treatment of wastewater in government sewer systems. <i>Updated: October 20, 2016</i>	5 years	LG-20-006
Drainage and Flood Problem Records	Documents monitoring and resolution of drainage and flood problems. <i>Updated: October 20, 2016</i>	10 years	LG-20-007

Filter Plant Files	Records monitoring the operation of water filtration plants. <i>Updated: October 20, 2016</i>	3 years	LG-20-010
Gas Consumption Reports	Periodic reports on the consumption of natural gas by area. <i>Updated: October 20, 2016</i>	3 years	LG-20-011
Gas Regulator Station/Vault Inspection Reports	Reports documenting the inspection of regulator stations in government-owned gas lines. <i>Updated: October 20, 2016</i>	3 years after replacement or deactivation of station	LG-20-012
Gas System Reports, Federal	Reports filed with the U.S. Department of Transportation documenting the number of miles of gas main and giving a description of the system. <i>Updated: October 20, 2016</i>	10 years	LG-20-013
Gas Tap Records	Work orders to initiate gas service for new customers. <i>Updated: October 20, 2016</i>	3 years	LG-20-014
Gas Valve Inspection Records	Includes inspection reports documenting the safety of large gas valves used in industrial areas. <i>Updated: October 20, 2016</i>	Retain as long as gas valve in service.	LG-20-015
Landfill Reports	Records created in the operation of the landfill; used for management reporting purposes. <i>Updated: October 20, 2016</i>	3 years	LG-20-016

Maintenance Records	Records documenting maintenance work performed on service meters, utilities lines, mains, traffic signal, signs, and equipment, roads paving, work orders <i>Updated: October 20, 2016</i>	5 years	LG-20-017
Meter Books and Summary Reports	Record of meter readings and reports by customer account. <i>Updated: October 20, 2016</i>	5 years	LG-20-018
Microbiological Analyses	Includes microbial data and results, invalidation of TCR samples, and repeat sampling waivers. <i>Updated: October 20, 2016</i>	5 years	LG-20-019
New Meter Installations	Document the installation of new water meters. <i>Updated: October 20, 2016</i>	5 years	LG-20-020
Odorant Usage Reports	Reports required by the Department of Transportation documenting the level of odorant added to gas lines. <i>Updated: October 20, 2016</i>	5 years	LG-20-021
Overdue Water Billing Accounts	Reports used to track past-due payments and new charge totals. <i>Updated: October 20, 2016</i>	5 years	LG-20-022
Requests for Meter Re-Read	Record of new meter readings to support billings and adjustments. <i>Updated: October 20, 2016</i>	3 years	LG-20-023

Requests for Meter Turn-on and Shut-off	Records requesting water service connection or disconnection. <i>Updated: October 20, 2016</i>	3 years	LG-20-024
Road Maintenance Records	Records documenting requests for paving and road improvements; includes memos, petitions, and surveys. <i>Updated: October 20, 2016</i>	5 years	LG-20-025
Road Repair Costs	Records used to estimate job costs and prepare a budget. <i>Updated: October 20, 2016</i>	3 years	LG-20-026
Security/Fire System Install and Maintenance Records	Records documenting agency security and fire alarm systems. <i>Updated: October 20, 2016</i>	3 years after replacement of system	LG-20-027
Service Interruption Logs	Reports documenting the interruption of sewer and water services, including time and location of incident. <i>Updated: October 20, 2016</i>	5 years	LG-20-028
Sewage Treatment Plant Monitoring Reports	Records used to monitor and report on the operation of sewage treatment plants; includes lab reports and amounts of waste processed. <i>Updated: October 20, 2016</i>	5 years	LG-20-029

Sewer and Water Improvement Projects	Records documenting improvement projects for water and sewer services; includes contracts, petitions, surveys, resolutions, bid specifications, inspections reports, costs estimates, and cost assessments.	20 years	LG-20-030
	<i>Updated: October 20, 2016</i>		
Sewer and Water Permits	Records of permits to install sanitary sewers, sewer connections, water meters, and connections to water mains.	3 years	LG-20-031
	<i>Updated: October 20, 2016</i>		
Solid Waste Weight Tickets	Tickets printed each time a garbage truck crosses the scales at the entrance to a county/city landfill.	3 years	LG-20-033
	<i>Updated: October 20, 2016</i>		
Solid Waste, Sanitary Surveys	Written reports, summaries, or communications relating to sanitary surveys.	10 years	LG-020-032
	<i>Updated: October 20, 2016</i>		

Storm Water and Soil Erosion Reports	Documents related to direct discharge, land application system (LAS), MS4, buffer variance & pretreatment compliance and enforcement files. May include inspection reports, compliance status letters, compliance general correspondence, investigation reports, spill reports, pretreatment general correspondence, over views, complaint documentation, buffer variances, storm water pollution prevention plans, letter of violation (NOVs, NDL, DNC, etc.) corrective action and standard operating procedure general correspondence, recession letters, penalty rationales, public participation documentation, progress reports, corrective action plans and standard operating procedures. <i>Updated: October 20, 2016</i>	15 years	LG-020-036
Street Design Improvement Records	Records documenting road accidents that are used to assess the cause and to make design improvements to reduce accidents. <i>Updated: October 20, 2016</i>	5 years	LG-20-034
Street Resurfacing Reports	Lists of streets and locations that have been resurfaced; includes type of resurfacing, materials, and costs. <i>Updated: October 20, 2016</i>	10 years	LG-20-035
Subdivision Plats and Inspections	Records showing the layout and roads within a subdivision. <i>Updated: October 20, 2016</i>	(LG-20-037A) Plats: Permanent; (LG-20-037B) Other records: 5 years	LG-20-037A and LG-20-037B

Temporary Construction Easements	Documents granting temporary permission to access private property for project or maintenance purposes. <i>Updated: October 20, 2016</i>	5 years after project completion	LG-020-040
Traffic Signals Intersection Files	Includes studies related to traffic planning such as drawings of signal controllers and intersections, and traffic signal permits. <i>Updated: October 17, 2017</i>	10 years	LG-20-038
Traffic Signs and Lights Inventories	Listing of all traffic signs and lights <i>Updated: October 20, 2016</i>	Retain until superseded.	LG-20-039
Turbidity Analyses	Any analyses, tests, or accompanying documentation used to measure turbidity of a water sample. <i>Updated: October 20, 2016</i>	5 years	LG-20-041
Utility Line Relocation Billings	Bills to request reimbursement from the state for relocation of utility lines impacted by state highway road construction. <i>Updated: October 20, 2016</i>	5 years	LG-20-042
Wastewater Treatment Plant Compliance Reports	Reports documenting compliance with federal and state wastewater disposal regulations. <i>Updated: October 20, 2016</i>	5 years	LG-20-043

RECORDS MANAGEMENT (21)

Records	Description	Retention	Number
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Annual Master Negative Inspection Reports	Reports documenting the statistical sample of film inspected each year for signs of physical deterioration. <i>Updated: October 20, 2016</i>	Permanent	LG-21-001
Condition Reports of Duplicating Masters	Records documenting the inspection of microfilm duplicating masters for signs of physical deterioration. <i>Updated: October 20, 2016</i>	Retain for useful life.	LG-21-002
Destruction Records	Records documenting the destruction of agency records. <i>Updated: October 20, 2016</i>	7 years	LG-21-003
Inventories, Agency	Current listings of records created and maintained by an agency. <i>Updated: October 20, 2016</i>	Retain until superseded.	LG-21-004
Microfilm/Scanning Processing Records	Records documenting the proper processing of silver gelatin and diazo films to show compliance with standards; does not include quality inspection reports. <i>Updated: October 20, 2016</i>	7 years	LG-21-005
Microfilm/Scanning Production Records	Records documenting the preparation and filming of records such as production reports, activity reports, film logs, retake orders, title targets, and lists of records to be filmed. <i>Updated: October 20, 2016</i>	5 years	LG-21-006

Microfilm/Scanning Quality Inspection Reports (Quality Control Reports)	Reports documenting the quality of individual rolls of film. <i>Updated: October 20, 2016</i>	Retain for life of microfilm.	LG-21-007
Microfilm/Scanning Transmittals and Evaluation Reports	Records documenting the transfer of film to a security storage facility and the condition of the film upon acceptance in the facility (evaluation report is completed by storage facility). <i>Updated: October 20, 2016</i>	Retain for life of microfilm.	LG-21-008
Microfilm/Scanning Vault Monitoring Records	Records documenting temperature and humidity conditions within a storage facility. <i>Updated: October 20, 2016</i>	5 years	LG-21-009
Open Records Act Requests and Correspondence	Inquiries from members of the public requesting access to information under the Georgia Open Records Act (O.C.G.A 50-18-70 et.seq.). <i>Updated: October 20, 2016</i>	3 years	LG-01-027
Records Retention Schedules	Records retention schedules approved by resolution/ordinance; may be filed with other resolutions/ordinances. <i>Updated: October 20, 2016</i>	Permanent	LG-21-010
Records Transmittal Records	Records documenting the transfer of agency records into the custody of a records center facility. <i>Updated: October 20, 2016</i>	5 years after disposition of transferred records	LG-21-011

Reference Requests	Reference pull sheets documenting the retrieval of records from a records storage facility.	5 years	LG-21-012
	<i>Updated: October 20, 2016</i>		

TAXATION (22)			
Records	Description	Retention	Number
Adjustments or Relief Orders	Record of adjustment of tax as listed in tax digest	7 years	393
Affidavits of Missing Tag or Missing Renewal Decal	Inventory report form MVA-41	3 years	394
Alcoholic and Malt Beverage Tax Reports	Reports of alcohol sold and amount of tax(as) paid; Alcoholic Beverage By the Drink Reports <i>Updated: October 17, 2017</i>	2 years or until audited	LG-22-001
Applications for Exemption, Expired	Requests for exemption from property taxes based on status as a religious organization, non-profit, or government institution	1 year	177
Assessment Appeals Case Files, Closed	Appeals by taxpayers for reconsideration of the assessed value of their property	3 years	178
Assessment Notices	Legal notices to taxpayers that their property will be reassessed for its tax value	3 years	179
Bankruptcies	Records relating to claims against bankrupt property owners for taxes due to local government	Dismissed cases: 3 years; Discharged cases: 5 years	396

Board of Equalization Appeals	Records documenting appeals by citizens to the Board of Tax Equalization <i>Updated: October 17, 2017</i>	3 years	LG-22-002
Boat Registrations	Reference listing of boats and owners from the state	3 years	180
Building Inspection Sheets	Building permits maintained to aid in assessing property values for taxes	5 years	
Cash Book or Transaction Journal	Tax commissioner's general book of accounts	7 years after audit	397
Cash Receipts or Disbursement Journals/Settlement Book	Record indicating receipt of real, personal, intangible and other taxes into county treasury	7 years after end of Term of Office	398
Cash Register Journal Tapes	Documents relating to collecting and accounting for tax and license fee monies	Retain until audited	399
Commercial Banks Tax Workpapers	Assessments of taxes to be paid by banking institutions in lieu of state income taxes	5 years	181
County Tax Collections	Records of total taxes collected by county	5 years	197
County Tax Levy	Annual resolution fixing tax rates	Permanent	182
Daily Distribution Reports	Reports generated to complete PL-65	2 years or until state and county audit, whichever is later	408
Daily/Monthly Tax Distribution Worksheets	Worksheets recording each day's tax collections by category	5 years	400

Delinquent Tax Notices or Levy Notices	Record notifying taxpayer of delinquent payment of tax	7 years	401
Delinquent Tax Reports	Records of taxes paid and amounts still owed	15 years	199
Distribution Worksheets/Reports	Worksheets recording distribution by category (personal, real, etc.) and Levying Authority (district or entity)	7 years after audit	
Excise Tax	Rental Motor Vehicle, Hotel Motel tax collected by municipal government. <i>Updated: October 17, 2017</i>	5 years	LG-22-003
Exemption Worksheets	Working papers relating to tax reductions for each property owner	1 year after recorded on Home Exemption Application	183
Federal Aviation Administration Aircraft Listings	Listing of aircraft registrations	3 years	184
Fi. Fa. (Fieri Facias) Records, Taxation	Preliminary action against taxpayers for delinquent taxes	7 years whether entered on GED or not	200
Financing Statements (Chattel Mortgages)	Financial instruments providing security for debts	1 year after expiration of mortgage	185
Gas Tax Reports	Report of county gas tax collection	7 years	
Homestead Exemptions	Requests for exemption from property taxes in compliance with the Homestead Exemption Act	3 years after expired	186
Insolvent List	List of taxes uncollectible	7 years	

Insurance Premium Tax Records	Records on taxes collected from insurance companies	5 years	202
Intangible Recording Tax Collection	Record of intangible tax due and paid	3 years	402
Issuing Officer's Reports	MVA-13 form.	5 years	403
Listing of Real Property	Annual listing of real property in the county	Retain for useful life	187
Mobile Home Exemptions, Expired	Applications for tax reductions on mobile homes	2 years	188
Mobile Home Tax Decals	PT-40 Application forms	5 years	405
Monthly Reports of Hotel-Motel Taxes	Reports of taxes owed and collected from hotel operations	5 years	201
Motor Vehicle Journal Entries	Record accounting for daily tax fee collections and disbursements	7 years	404
Motor Vehicle Tags/Decals	MV-1 through MV-3 forms. Registration for passenger cars, motorcycles, buses, trucks, and trailers	3 years	406
Not on Digest Records	Adjustments and relief orders explaining why a tax record was not recorded in the tax digest	14 years	203
Paid Tax Bill Receipts	Receipts for full payment of property taxes	3 years	204
Paid Tax Reports	Report showing bill number, taxpayer's name, amount of tax, date paid, and allocation of monies collected	3 years	407

Personal Property Appraisals	Tax appraiser's worksheets to establish property values for tax purposes	2 years after superseded	189
Personal Property Record Cards	Current assessed values for personal property	7 years after property is sold	190
Personal Property Returns	Record of value for personally owned property such as boats, equipment, and businesses	7 years	191
Real Property Record Cards	Tax history of each parcel of land in the county	Permanent	192
Reports of Title Certificates, Tag Reports, and Temporary Permits	MVA-12 form. Record informing the Department of Revenue of vehicle transfers of ownership	5 years	409
Sales Ratio Studies	Analysis of the sale of property as compared to the tax value of property	10 years	193
School Tax-Homestead Exemptions, Expired	Applications for homestead exemption from property owners aged 62 or more	2 years	205
Tax Assessment Errors and Adjustments	Record of additions to or removals from the tax digest because of errors	7 years	194
Tax Digests	List of taxpayers and assessed value of real and personal property	14 years	195
Tax Error and Release Orders	Requests for credit allowance pertaining to liabilities shown on the tax digest	15 years	206
Tax Execution Dockets/Delinquent Lists	Record of land and lot sales for delinquent taxes	7 years	411

Tax Sale Advertisements	Newspaper advertisements for sale of property for tax reasons	15 years	207
Tax Sales File	Record of property sold for delinquent taxes including advertisements	Permanent	
Transaction Edit Journals or Cash Books	Ledgers and journals showing details of daily tax receipts for either or both real estate or personal property taxes	5 years	410
Unpaid Taxes Reports	Reports listing delinquent taxpayers	30 days or until updated	412

TOURISM AND RECREATION (23)

Records	Description	Retention	Number
Convention Planning Records	Records documenting a local government's efforts to increase convention and tourism in an area. <i>Updated: October 20, 2016</i>	5 years	LG-23-001
Participant Registration and Eligibility Records	Records used to register individuals for sports or other parks and recreation activities. <i>Updated: October 20, 2016</i>	2 years	LG-23-002
Playground Inspection Reports	Documents the routine inspection of playground shelters and fitness tracks. <i>Updated: October 20, 2016</i>	3 years	LG-23-003
Recreation Program Records	Activity schedules, rules and regulations, rosters, and status sheets for recreational programs <i>Updated: October 20, 2016</i>	3 years	LG-23-004

Reservations	Records documenting activities scheduled for tourist and convention facilities. <i>Updated: October 20, 2016</i>	2 years	LG-23-005
TRANSPORTATION (24)			
Records	Description	Retention	Number
Acquisition/Relocation Assistance Parcel Files (Residential and Business)	Records documenting the purchase of property within designated noise impact areas surrounding an airport. <i>Updated: October 20, 2016</i>	7 years after year in which parcel is purchased	LG-24-001
Airfield Safety Inspection Records	Routine inspections of runway and taxiway conditions for hazards and security. <i>Updated: October 20, 2016</i>	1 year	LG-24-002
Airport Aid Program Grants - Affirmative Action Plans	Records required under the Airport Aid Program. <i>Updated: October 20, 2016</i>	3 years or the period of financial assistance, whichever is longer	LG-24-003
Airport Aid Program Grants - Reports Not Transmitted to FAA	Records required under the Airport Aid Program. <i>Updated: October 20, 2016</i>	3 years or the period of financial assistance whichever is longer	LG-24-004
Bus Route Records	Records establishing the route of public transit buses to provide service to residents. <i>Updated: October 20, 2016</i>	10 years	LG-24-005

Limo Concourse Pick-up Authorizations	Permission for limo-drivers to pick-up passengers on the concourse. <i>Updated: October 20, 2016</i>	6 months	LG-24-006
Notices to Airmen	Records documenting notification of pilots of maintenance and repair work to be performed on runways and taxiways. <i>Updated: October 20, 2016</i>	2 years	LG-24-007
Operations Reports	Record of individual bus operations maintained for management and statistical purposes. <i>Updated: October 20, 2016</i>	3 years	LG-24-008
Radio Beacon Maintenance Logs	Maintenance logs <i>Updated: October 20, 2016</i>	Permanent	LG-24-009
Radio Beacon Operator's Records	Operator records <i>Updated: October 20, 2016</i>	Permanent	LG-24-010
Radio Beacons Readings and Adjustments	Readings and adjustments <i>Updated: October 20, 2016</i>	Permanent	LG-24-011
Revenue and Passenger Reports	Reports documenting ridership and revenue statistics for the transit system. <i>Updated: October 20, 2016</i>	5 years	LG-24-012

Right-of-Flight Easement/Acoustical Treatment Parcel Files	Documents the purchase of avigation easements from residents living in close proximity to an airport. <i>Updated: October 20, 2016</i>	7 years after end of year in which parcel purchased	LG-24- 013
Tire Mileage Reports	Reports documenting tire mileage of each transit vehicle. <i>Updated: October 20, 2016</i>	3 years	LG-24- 014
Transit Operations Reports	Periodic reports on performance of the transit system <i>Updated: October 20, 2016</i>	3 years	LG-24- 015
Vehicles for Hire Violation/Hearing Case Files	Records documenting the adjudication of charges brought against taxi companies and drivers for violations of taxi cab regulations. <i>Updated: October 20, 2016</i>	5 years	LG-24- 016

Georgia Archives, 5800 Jonesboro Road, Morrow, GA 30260
www.georgiaarchives.org

STATE OF GEORGIA
CITY OF FOREST PARK

RESOLUTION NO. 2026-_____

A RESOLUTION BY MAYOR GWENDOLYN ELLISON AND COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA, ADOPTING THE LOCAL GOVERNMENT RECORDS RETENTION SCHEDULES ISSUED BY THE GEORGIA ARCHIVES; TO PROVIDE FOR THE ADMINISTRATION OF THE CITY'S RECORDS IN ACCORDANCE THEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the City creates, receives, maintains, and disposes of public records in the ordinary course of conducting City business; and

WHEREAS, the Georgia Archives has established Local Government Records Retention Schedules identifying categories of local government records and the applicable periods for which such records are to be retained; and

WHEREAS, the Mayor and Council desire to establish a uniform records retention schedule for the City and to ensure that City records are maintained and disposed of in an orderly and consistent manner; and

WHEREAS, the Mayor and Council find that adoption of the Local Government Records Retention Schedules issued by the Georgia Archives is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Forest Park, Georgia, as follows:

Section 1. Adoption. The City hereby adopts the Local Government Records Retention Schedules issued by the Georgia Archives, University System of Georgia, dated August 7, 2026, as the records retention schedules of the City of Forest Park.

Section 2. Administration. The City Manager, City Clerk, and other appropriate City officials and employees are authorized and directed to administer the City's records in accordance with the adopted Local Government Records Retention Schedules and applicable law.

Section 3. Preservation of Records. Nothing in this Resolution shall authorize the destruction or disposition of any record that is required to be preserved pursuant to applicable law, pending litigation or reasonably anticipated litigation, an audit, investigation, pending records request, court order, subpoena, or other applicable legal requirement.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution.

Section 5. Repealer. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2026.

CITY OF FOREST PARK, GEORGIA

Dr. Gwendolyn Ellison, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
August 17, 2026

Agenda Item #
V3

Requested By

John Wiggins, Finance Director

Sponsor(s)

Talisa Adams, Procurement Manager

Department

Finance

Requested Action

Resolution

Requirement for Board Action

Summary & Background

The City of Forest Park sought proposals from qualified and experienced firms to provide comprehensive grant administration and management services. The selected firm will assist the City in identifying, researching, applying for, administering, and managing grant opportunities from federal, state, local, and private funding sources. These services are intended to enhance the City's ability to secure external funding, maximize available resources, and support strategic initiatives, capital improvement projects, infrastructure enhancements, community development programs, and other municipal priorities. This contract award will enable the City to proactively pursue grant opportunities and strengthen long-term financial sustainability through external funding sources. Request for Proposals #2026-RFP-024 was publicly issued and eight (8) proposals were received. After the evaluation of technical and cost proposals based on the criteria outlined in the solicitation, the Evaluation Committee recommends award to the highest scoring proposer: NCB Incorporated, 4017 Moonlight Drive, Little Elm, TX. 75068. Amount Not To Exceed: \$80,000.00 – General Funds - Finance Consulting 100.22.1510.52.1002.

Fiscal Impact

\$80,000.00 – General Funds - Finance Consulting 100.22.1510.52.1002.

Exhibits Attached

Chairperson Report and Evaluation Committee Award Recommendation to Interim City Manager, 2026-RFP-024 Committee Evaluation Tabulation, Agenda Cover Page for 2026-RFP-024 Grant Administration and Management Services

Staff Recommendation

Approval to enter into a contract with NCB Incorporated for Grant Administration and Management Services



CITY OF
FORESTPARK

MEMORANDUM

TO: Latosha Clemons, Interim City Manager
Executive Office

FROM: Talisa R. Adams, CPPO, Procurement Manager
Department of Finance – Procurement

CC: John Wiggins, Director of Finance
Committee Members: John Wiggins, Pauline Warrior, SaVaughn Irons-Kumassah, Ioana Armstrong, and Yazmin Huerta (Note-taker)

SUBJECT: Committee Recommendation for 2026-RFP-024 Grant Administration and Management Services

DATE: June 23, 2026

Procurement would like to thank each committee member for serving on this committee. Your time, effort, analysis, and participation have led us to a logical recommendation. Again, thank you for your willingness to serve the City beyond your daily job duties, and help in our RFP process.

The Selection Committee has completed their work and is hereby recommending an award to the highest scoring proposer that they believe are most qualified to be awarded the contract for the services advertised under this RFP. **The firm is NCB Incorporated.**

The committee received eight (8) proposals. The final scores for each firm are displayed below, and relevant attachments are enclosed with this correspondence. The department chooses to move forward with this recommendation; it will appear in a near future Council agenda for contract award.

SCORES OF RESPONSIVE FIRMS

FIRMS	TOTAL SCORE
NCB Incorporated	97.5
BerryDunn	95.25
Bell Tower	93.25
Outsource Execs	77.5
Alagrants LLC	76.75
DCJ Global Management Solutions LLC	74.5



CITY OF
FORESTPARK

NewAge Alliance Inc.	74.5
Alpha Omega Group Logistics LLC	60.25

Sincerely,

Talisa R Adams

Talisa R. Adams, CPPO
Procurement Manager/Chairperson

Attachments:

Chairperson and OpenGov Score Sheets

CHAIRPERSON EVALUATION COMMITTEE SCORE SHEET

Department of Finance Procurement Division										
2026-RFP-024 Grant Administration and Management Services			RESPONDERS							
	Description	Maximum Points	Alagrants, LLC / DBA Simple Grants	Alpha Omega Group Logistics, LLC	Bell Tower, LLC	Berry, Dunn, McNeil, & Parker LLC	DCJ Global Management Solutions, LLC	NCB Inc.	NewAge Alliance, Inc	Outsource Execs, LLC
EXECUTIVE SUMMARY / METHODOLOGY	Provide an Executive Summary detailing the Proponent's qualifications to accomplish the requirements listed in the Scope of Work. At a minimum, the Executive Summary shall contain, but is not limited to the following: A. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the	25	25	18.75	25	25	24.5	23.75	22	24
ORGANIZATIONAL STRUCTURE / KEY PERSONNEL AND RESUMES	The Proponent's Organizational Structure Section should introduce the proposed Proponent team by: A. Provide the Proponent's Management Organizational Chart B. Provide a description of how the organizational structure will facilitate	15	12.5	9	14.25	14.75	14	14.75	12	14
MANAGEMENT AND STAFFING PLAN	Describe how the project will be organized and managed, ensuring that staffing needs are met to meet the requirements set forth within this RFP and its Scope of Work. Clearly outline the estimated staffing needed to complete the project. The Management and Staffing should include, but is not limited to:	25	24.25	16.5	22.25	24.75	21	24.25	17.5	21.5
REFERENCES / EXPERIENCE AND PAST PERFORMANCE	Describe the Proponent's and any subcontractor's experience as it pertains to the requirements described in the RFP's Scope of Work. Provide three (3) recent, successfully obtained grant administration and management projects from within the past three (3) years of similar size and scope, including, but not	25	10	10	20	20	5	20	20	10
COST	Each Proponent must submit an Electronic Cost Proposal at the City's e-Procurement portal for this RFP located at https://procurement.opengov.com/portal/forestparkga/projects/128927 . The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. Competitive pricing	10	5	6	4	3	10	5	3	8
Total Points Prior to Bonus Points		100	76.75	60.25	85.5	87.5	74.5	87.75	74.5	77.5

CHAIRPERSON EVALUATION COMMITTEE SCORE SHEET

	Description	Maximum Points	Alagrants, LLC / DBA Simple Grants	Alpha Omega Group Logistics, LLC	Bell Tower, LLC	Berry, Dunn, McNeil, & Parker LLC	DCJ Global Management Solutions, LLC	NCB Inc.	NewAge Alliance, Inc	Outsource Execs, LLC
BONUS POINTS FOR INTERVIEWS	Interview (10 pts.), if needed	10			7.75	7.75		9.75		
GRAND TOTAL POINTS		110			93.25	95.25		97.5		
NOTES: The Committee has agreed to interview the top three highest scoring proposers: NCB Incorporated; Berry, Dunn, McNeil & Parker, LLC; and Bell Tower Consulting Group. After conducting virtual presentations/interviews with the three firms on 6/17/26, the committee concluded the scoring process and recommends award to the highest scoring proposer: NCB Inc.			References - received one response that was favorable but vague responses provided from City of Peachtree Corners. The other two references never responded after sending several emails and phone calls. Financials - required forms submitted but no financials were submitted been in business for 15 years . Received GA Secretary of State business certificate in 4/2026	References - received two responses that was favorable but not for grant services provided from City of Cleveland and Collier County. The other reference never responded after sending several emails and phone calls. Financials - required forms submitted but no financials were submitted been in business for 3 years . FL Secretary of State business certificate	References - received two responses - highly rated. The other reference never responded after sending several emails and phone calls. Financials - required forms submitted and provided 2 years financial reports (2023, 2024 & 2025) 16 years . FL Secretary of State business certificate LSBD - partnering with local GA vendor, who been in business for 5 years	References - received two responses - highly rated. The other reference never responded after sending several emails and phone calls. Financials - required forms submitted but no financials were submitted been in business for 52 years . Received GA Secretary of State business certificate since 2008	References - The references never responded after sending several emails and phone calls. Financials - required forms submitted but no financials were submitted been in business for 10 years .	References - received all three references - highly ranked. Only completed a few grants and no grant management services provided. Financials - required forms submitted but no financials were submitted been in business for 15 years . TX Secretary of State business certificate Received GA Secretary of State business certificate in 4/2026	References - received three response that was favorable but projects were not for grant services, except one. Financials - required forms submitted but no financials were submitted been in business for 5 years .	References - received one response - highly rated. The other two references stated they had not worked on any projects with the company. Financials - required forms submitted but no financials were submitted been in business for 7 years . FL business - will register as a foreign entity with the State of Georgia upon selection as a responsible bidder
Approved:	<u>Talisa R Adams</u>	Date: 6/17/2026								
	Chairperson: Talisa R. Adams, CPPO									
	Procurement Manager									
	Department of Finance - Procurement									



City of Forest Park
Procurement

745 Forest Parkway, Forest Park, GA 30297

EVALUATION TABULATION
RFP No. 2026-RFP-024
Grant Administration and Management Services
RESPONSE DEADLINE: April 13, 2026 at 2:00 pm
Report Generated: Tuesday, June 23, 2026

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Bell Tower Consulting Group	Berry, Dunn, McNeil & Parker, LLC	NCB Incorporated
Proposal Submittal Letter Form		Pass	Pass
Proponent's Technical Proposal	Pass		Pass
Illegal Immigration Reform and Enforcement Act	Pass		Pass
Contractor's Statement of Legal Status and Financial Capability	Pass	Pass	Pass
Acknowledgement of Insurance	Pass	Pass	Pass
Proponent's Contact Directory	Pass	Pass	Pass
List of Clients	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass
Certificate Regarding Debarment, Suspension and other Matters	Pass		Pass
State of Georgia Certificate of Existence	Pass	Pass	Pass
W-9	Pass	Pass	Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Executive Summary and Methodology	Points Based	25 (22.7% of Total)

Description:

Provide an Executive Summary detailing the Proponent's qualifications to accomplish the requirements listed in the Scope of Work. At a minimum, the Executive Summary shall contain, but is not limited to the following:

- A. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
- B. Describe the nature of the Proponent's business; include a description of experience, competencies, and overall organizational capabilities to include financial stability.
- C. Description of how the Proponent meets any Minimum Qualifications, Requirements and Methodology listed within the RFP.
- D. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

Criteria	Scoring Method	Weight (Points)
Organizational Structure / Key Personnel and Resumes	Points Based	15 (13.6% of Total)

Description:

The Proponent's Organizational Structure Section should introduce the proposed Proponent team by:

- A. Provide the Proponent's Management Organizational Chart
- B. Provide a description of how the organizational structure will facilitate managing the requirements of this RFP and how an efficient flow of information will be realized from the organizational structure.
- C. Provide resumes for the Key Personnel the Proponent intends to assign to this project. Resumes should be organized as follows:
 - 1. Name, Title, and Role
 - 2. Professional Background
 - 3. Current and Past Relevant Employment

EVALUATION TABULATION
RFP No. 2026-RFP-024
Grant Administration and Management Services

- 4. Education
- 5. Certifications

Criteria	Scoring Method	Weight (Points)
Management and Staffing Plan	Points Based	25 (22.7% of Total)

Description:

Describe how the project will be organized and managed, ensuring that staffing needs are met to meet the requirements set forth within this RFP and its Scope of Work. Clearly outline the estimated staffing needed to complete the project. The Management and Staffing should include, but is not limited to:

- A. Estimated Staffing needed.
- B. Description of Proponent's process, procedures and methodology for monitoring the required outcomes and services set forth within this RFP and its Scope of Work.
- C. Provide at a minimum two (2) samples of successful grant proposals.
- D. Description of Proponent's reporting process and capabilities and provide sample reports for this project, i.e., performance measures, quality of work, and deliverables.
- E. Provide a list of resources used to accomplish the delivery of Grant Administration and Management Services.

Criteria	Scoring Method	Weight (Points)
References: Experience with Projects of Similar Size and Scope	Points Based	25 (22.7% of Total)

Description:

Describe the Proponent's and any subcontractor's experience as it pertains to the requirements described in the RFP's Scope of Work. Provide three (3) recent, successfully obtained grant administration and management projects from within the past three (3) years of similar size and scope, including, but not limited to:

- A. Grantor / Funding Agency Name
- B. Grant Type / Purpose (federal, state, foundation)
- C. Amount Requested

- D. Amount Received (Submitted, Awarded, Pending)
- E. Project Completion Date (Timeframe)
- F. Reference Contact Name
- G. Reference Contact Phone Number
- H. Reference Contact Email address

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	10 (9.1% of Total)

Description:

DO NOT INCLUDE COST IN TECHNICAL PROPOSAL.

Each Proponent must submit an Electronic Cost Proposal at the City's e-Procurement portal for this RFP located at <https://procurement.opengov.com/portal/forestparkga/projects/128927>. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. Competitive pricing for grant writing services (hourly rate, flat fee per grant, or project-based fee as applicable).

Criteria	Scoring Method	Weight (Points)
Interview / Presentation	Points Based	10 (9.1% of Total)

Description:

Any Proponent who submits a proposal may be required to make an oral presentation of its capability to perform as described in its proposal to the City. The Key Personnel, or some group thereof, as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion. Such a presentation will be at the Proponent's expense.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 110)
NCB Incorporated	100	98	95	97	97.5
Berry, Dunn, McNeil & Parker, LLC	96	96	95	94	95.25
Bell Tower Consulting Group	91	95	92	95	93.25
Outsource Execs LLC Excluded	73	74	83	80	77.5
Alagrants LLC Excluded	75	80	80	72	76.75
DCJ Global Management Solutions, LLC Excluded	75	73	75	75	74.5
NewAge Alliance Inc Excluded	63	79	68	88	74.5
Alpha Omega Group Logistics LLC Excluded	46	54	64	77	60.25

VENDOR SCORES BY EVALUATION CRITERIA

EVALUATION TABULATION
RFP No. 2026-RFP-024
Grant Administration and Management Services

Vendor	Executive Summary and Methodology Points Based 25 Points (22.7%)	Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)	Management and Staffing Plan Points Based 25 Points (22.7%)	References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)	Cost Proposal Points Based 10 Points (9.1%)	Interview / Presentation Points Based 10 Points (9.1%)	Total Score (Max Score 110)
NCB Incorporated	23.8	14.8	24.3	20	5	9.8	97.5
Berry, Dunn, McNeil & Parker, LLC	25	14.8	24.8	20	3	7.8	95.25
Bell Tower Consulting Group	25	14.3	22.3	20	4	7.8	93.25
Outsource Execs LLC	24	14	21.5	10	8	0	77.5
Excluded							
Alagrants LLC	25	12.5	24.3	10	5	0	76.75
Excluded							
DCJ Global Management Solutions, LLC	24.5	14	21	5	10	0	74.5
Excluded							
NewAge Alliance Inc	22	12	17.5	20	3	0	74.5
Excluded							
Alpha Omega Group Logistics LLC	18.8	9	16.5	10	6	0	60.25
Excluded							

INDIVIDUAL PROPOSAL SCORES

Bell Tower Consulting Group	
Executive Summary and Methodology Points Based 25 Points (22.7%)	
	Evaluator 1: 25
	Evaluator 2: 25
	Evaluator 3: 25
Florida-based	
	Evaluator 4: 25
Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)	
	Evaluator 1: 15
	Evaluator 2: 13
minimal staffing structure	
	Evaluator 3: 15
Company dashboard may be helpful	
	Evaluator 4: 14
Management and Staffing Plan Points Based 25 Points (22.7%)	
	Evaluator 1: 20
	Evaluator 2: 25
	Evaluator 3: 20
No proposal samples provided	
	Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 20

Two responses highly rated and both were related to grant services.

Evaluator 2: 20

2 out of 3 responses received. highly rated. Grant related references.

Evaluator 3: 20

Highly rated responses

Evaluator 4: 20

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 4

Evaluator 2: 4

Evaluator 3: 4

Evaluator 4: 4

Interview / Presentation | Points Based | 10 Points (9.1%)

Evaluator 1: 7

Evaluator 2: 8

Evaluator 3: 8

Evaluator 4: 8

Berry, Dunn, McNeil & Parker, LLC

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25
Evaluator 2: 25
Evaluator 3: 25
Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)

Evaluator 1: 15
Evaluator 2: 15
Evaluator 3: 15
Evaluator 4: 14

Management and Staffing Plan Points Based 25 Points (22.7%)

Evaluator 1: 25
Evaluator 2: 25
well organized and informative. Clear display of needs.
Evaluator 3: 25
Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)

Evaluator 1: 20
Received two responses that were highly rated and grant related.
Evaluator 2: 20
received 2 out of 3 highly rated responses.
Evaluator 3: 20

Received 2 of 3 responses.

Evaluator 4: 20

Two responses, highly rated.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 3

Evaluator 2: 3

Evaluator 3: 3

Evaluator 4: 3

Interview / Presentation | Points Based | 10 Points (9.1%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 7

Evaluator 4: 8

NCB Incorporated

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 25

Evaluator 3: 20

Didn't see requisite declarative dispute statement included within the proposal.

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)	
	Evaluator 1: 15
	Evaluator 2: 15
	Evaluator 3: 15
	Evaluator 4: 14
Management and Staffing Plan Points Based 25 Points (22.7%)	
	Evaluator 1: 25
	Evaluator 2: 23
	Evaluator 3: 25
	Evaluator 4: 24
References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)	
	Evaluator 1: 20
All three responded, all highly ranked. Provided grant writing services, but not grant management services.	
	Evaluator 2: 20
all 3 references responded, highly rated. only completed a few grants, but did not provide grant management.	
	Evaluator 3: 20
Highly ranked responses; no real grant management references.	
	Evaluator 4: 20
Deliver grant writing services, not grant management.	
Cost Proposal Points Based 10 Points (9.1%)	

	Evaluator 1: 5
	Evaluator 2: 5
	Evaluator 3: 5
	Evaluator 4: 5

Interview / Presentation Points Based 10 Points (9.1%)
--

	Evaluator 1: 10
	Evaluator 2: 10
	Evaluator 3: 10
Great presentation; anticipated questions; abundant research	
	Evaluator 4: 9

Alagrants LLC (Excluded)

Executive Summary and Methodology Points Based 25 Points (22.7%)
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	Evaluator 1: 25
Very detailed throughout.	
	Evaluator 2: 25
	Evaluator 3: 25
Alabama-based	
	Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)

Evaluator 1: 10

Resumes could have been answered more completely.

Evaluator 2: 15

Evaluator 3: 15

Evaluator 4: 10

Used the vendor before, did not complete requirements for grant administration.

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Their grant examples were very good.

Evaluator 2: 25

They provided more than two project examples

Evaluator 3: 25

Evaluator 4: 22

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 10

Evaluator 2: 10

Not all references were responsive. 1 responded with vague response.

Evaluator 3: 10

Vague response; only 1 reference received

Evaluator 4: 10

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 5

Evaluator 2: 5
Evaluator 3: 5
Evaluator 4: 5

Interview / Presentation Points Based 10 Points (9.1%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0
Evaluator 4: 0

Alpha Omega Group Logistics LLC (Excluded)

Executive Summary and Methodology Points Based 25 Points (22.7%)
Evaluator 1: 15 Not very detailed when answered B or C.
Evaluator 2: 10 missing a lot of information
Evaluator 3: 25
Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)
Evaluator 1: 5

No org chart, little to no description on organizational structure, did not provide resumes but they did provide some information on personnel.

Evaluator 2: 10

Positions listed but no organization chart present

Evaluator 3: 8

No real resumes; no org chart

Evaluator 4: 13

Not a lot of detail, especially on the Grants dashboard

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 10

This section lacked a lot of detail.

Evaluator 2: 18

very minimal information provided.

Evaluator 3: 15

No samples of successful grant proposals.

Evaluator 4: 23

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 10

Two responses received and those were not grant service related.

Evaluator 2: 10

2 out of three references responded but not related to grants.

Evaluator 3: 10

Only 2 responses received out of 3; responses were not grant-services related

Evaluator 4: 10

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 6

Evaluator 2: 6

Evaluator 3: 6

Evaluator 4: 6

Interview / Presentation | Points Based | 10 Points (9.1%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Evaluator 4: 0

**DCJ Global Management Solutions, LLC
(Excluded)**

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 23

Evaluator 3: 25

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

	Evaluator 1: 15
Single person company.	
	Evaluator 2: 14
Only one person.	
	Evaluator 3: 15
	Evaluator 4: 12
Only had One person, the owner.	

Management and Staffing Plan Points Based 25 Points (22.7%)	
	Evaluator 1: 20
Would have liked to see examples of writing and overall plan easy to explain being one person.	
	Evaluator 2: 21
no samples	
	Evaluator 3: 20
No samples of grant proposals submitted.	
	Evaluator 4: 23

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)	
	Evaluator 1: 5
References never responded after multiple attempts.	
	Evaluator 2: 5
provided references but received no responses.	
	Evaluator 3: 5
No reference responses despite multiple attempts to request references.	
	Evaluator 4: 5

No responses.

Cost Proposal Points Based 10 Points (9.1%)	
Lowest cost proposal	Evaluator 1: 10
	Evaluator 2: 10
	Evaluator 3: 10
	Evaluator 4: 10

Interview / Presentation Points Based 10 Points (9.1%)	
	Evaluator 1: 0
	Evaluator 2: 0
	Evaluator 3: 0
	Evaluator 4: 0

NewAge Alliance Inc
(Excluded)

Executive Summary and Methodology Points Based 25 Points (22.7%)	
Described understanding in C., but did not explain how they would meet it. missing information	Evaluator 1: 20
	Evaluator 2: 23
	Evaluator 3: 20

Didn't see requisite declarative dispute statement

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 10

They did not really explain B.

Evaluator 2: 13

More detail and defined structure needed.

Evaluator 3: 10

No org chart

Evaluator 4: 15

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 10

This section was not very detailed and did not truly describe how they would meet this section.

Evaluator 2: 20

missing information, inconsistent.

Evaluator 3: 15

No samples proposals; no resources list.

Evaluator 4: 25

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 20

All three responses were favorable but only one was grant related.

Evaluator 2: 20

references were not services provided to what is needed, but got good ratings.

Evaluator 3: 20

References inconsistent with proposal request

Evaluator 4: 20

Received responses, but not a lot of services in grant management.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 3

Evaluator 2: 3

Evaluator 3: 3

Evaluator 4: 3

Interview / Presentation | Points Based | 10 Points (9.1%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Evaluator 4: 0

Outsource Execs LLC
(Excluded)

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 21

Evaluator 3: 25
Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)

Evaluator 1: 15
Evaluator 2: 13
Evaluator 3: 15
Evaluator 4: 13

Management and Staffing Plan Points Based 25 Points (22.7%)

Evaluator 1: 15
Evaluator 2: 22
Evaluator 3: 25
Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)

Evaluator 1: 10
One referenced received, highly rated. The other two did not respond. Organized grants.
Evaluator 2: 10
1 reference received.
Evaluator 3: 10
Evaluator 4: 10
Did not provide a lot of Grant Management

Cost Proposal Points Based 10 Points (9.1%)	
	Evaluator 1: 8
	Evaluator 2: 8
	Evaluator 3: 8
	Evaluator 4: 8
Interview / Presentation Points Based 10 Points (9.1%)	
	Evaluator 1: 0
	Evaluator 2: 0
	Evaluator 3: 0
	Evaluator 4: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Executive Summary and Methodology	Points Based	25 (25% of Total)

Description:

Provide an Executive Summary detailing the Proponent's qualifications to accomplish the requirements listed in the Scope of Work. At a minimum, the Executive Summary shall contain, but is not limited to the following:

- A. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
- B. Describe the nature of the Proponent's business; include a description of experience, competencies, and overall organizational capabilities to include financial stability.
- C. Description of how the Proponent meets any Minimum Qualifications, Requirements and Methodology listed within the RFP.

EVALUATION TABULATION
RFP No. 2026-RFP-024
Grant Administration and Management Services

D. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

Criteria	Scoring Method	Weight (Points)
Organizational Structure / Key Personnel and Resumes	Points Based	15 (15% of Total)

Description:

The Proponent's Organizational Structure Section should introduce the proposed Proponent team by:

A. Provide the Proponent's Management Organizational Chart

B. Provide a description of how the organizational structure will facilitate managing the requirements of this RFP and how an efficient flow of information will be realized from the organizational structure.

C. Provide resumes for the Key Personnel the Proponent intends to assign to this project. Resumes should be organized as follows:

1. Name, Title, and Role
2. Professional Background
3. Current and Past Relevant Employment
4. Education
5. Certifications

Criteria	Scoring Method	Weight (Points)
Management and Staffing Plan	Points Based	25 (25% of Total)

Description:

Describe how the project will be organized and managed, ensuring that staffing needs are met to meet the requirements set forth within this RFP and its Scope of Work. Clearly outline the estimated staffing needed to complete the project. The Management and Staffing should include, but is not limited to:

A. Estimated Staffing needed.

B. Description of Proponent's process, procedures and methodology for monitoring the required outcomes and services set forth within this RFP and its Scope of Work.

C. Provide at a minimum two (2) samples of successful grant proposals.

EVALUATION TABULATION
RFP No. 2026-RFP-024
Grant Administration and Management Services

- D. Description of Proponent's reporting process and capabilities and provide sample reports for this project, i.e., performance measures, quality of work, and deliverables.
- E. Provide a list of resources used to accomplish the delivery of Grant Administration and Management Services.

Criteria	Scoring Method	Weight (Points)
References: Experience with Projects of Similar Size and Scope	Points Based	25 (25% of Total)

Description:

Describe the Proponent's and any subcontractor's experience as it pertains to the requirements described in the RFP's Scope of Work. Provide three (3) recent, successfully obtained grant administration and management projects from within the past three (3) years of similar size and scope, including, but not limited to:

- A. Grantor / Funding Agency Name
- B. Grant Type / Purpose (federal, state, foundation)
- C. Amount Requested
- D. Amount Received (Submitted, Awarded, Pending)
- E. Project Completion Date (Timeframe)
- F. Reference Contact Name
- G. Reference Contact Phone Number
- H. Reference Contact Email address

Criteria	Scoring Method	Weight (Points)
Cost Proposal	Points Based	10 (10% of Total)

Description:

DO NOT INCLUDE COST IN TECHNICAL PROPOSAL.

Each Proponent must submit an Electronic Cost Proposal at the City's e-Procurement portal for this RFP located at <https://procurement.opengov.com/portal/forestparkga/projects/128927>. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. Competitive pricing for grant writing services (hourly rate, flat fee per grant, or project-based fee as applicable).

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score (Max Score 100)
NCB Incorporated	90	88	85	88	87.75
Berry, Dunn, McNeil & Parker, LLC	88	88	88	86	87.5
Bell Tower Consulting Group	84	87	84	87	85.5
Outsource Execs LLC	73	74	83	80	77.5
Alagrants LLC	75	80	80	72	76.75
DCJ Global Management Solutions, LLC	75	73	75	75	74.5
NewAge Alliance Inc	63	79	68	88	74.5
Alpha Omega Group Logistics LLC	46	54	64	77	60.25

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Executive Summary and Methodology Points Based 25 Points (25%)	Organizational Structure / Key Personnel and Resumes Points Based 15 Points (15%)	Management and Staffing Plan Points Based 25 Points (25%)	References: Experience with Projects of Similar Size and Scope Points Based 25 Points (25%)	Cost Proposal Points Based 10 Points (10%)	Total Score (Max Score 100)
NCB Incorporated	23.8	14.8	24.3	20	5	87.75
Berry, Dunn, McNeil & Parker, LLC	25	14.8	24.8	20	3	87.5
Bell Tower Consulting Group	25	14.3	22.3	20	4	85.5
Outsource Execs LLC	24	14	21.5	10	8	77.5
Alagrants LLC	25	12.5	24.3	10	5	76.75
DCJ Global Management Solutions, LLC	24.5	14	21	5	10	74.5
NewAge Alliance Inc	22	12	17.5	20	3	74.5
Alpha Omega Group Logistics LLC	18.8	9	16.5	10	6	60.25

INDIVIDUAL PROPOSAL SCORES

Alagrants LLC
Executive Summary and Methodology Points Based 25 Points (22.7%)
Evaluator 1: 25
Very detailed throughout.
Evaluator 2: 25

Evaluator 3: 25

Alabama-based

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)
--

Evaluator 1: 10

Resumes could have been answered more completely.

Evaluator 2: 15

Evaluator 3: 15

Evaluator 4: 10

Used the vendor before, did not complete requirements for grant administration.

Management and Staffing Plan Points Based 25 Points (22.7%)
--

Evaluator 1: 25

Their grant examples were very good.

Evaluator 2: 25

They provided more than two project examples

Evaluator 3: 25

Evaluator 4: 22

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)
--

Evaluator 1: 10

Evaluator 2: 10

Not all references were responsive. 1 responded with vague response.

Evaluator 3: 10

Vague response; only 1 reference received

Evaluator 4: 10

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Evaluator 4: 5

Alpha Omega Group Logistics LLC

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 15

Not very detailed when answered B or C.

Evaluator 2: 10

missing a lot of information

Evaluator 3: 25

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 5

No org chart, little to no description on organizational structure, did not provide resumes but they did provide some information on personnel.

Evaluator 2: 10

Positions listed but no organization chart present

Evaluator 3: 8

No real resumes; no org chart

Evaluator 4: 13

Not a lot of detail, especially on the Grants dashboard

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 10

This section lacked a lot of detail.

Evaluator 2: 18

very minimal information provided.

Evaluator 3: 15

No samples of successful grant proposals.

Evaluator 4: 23

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 10

Two responses received and those were not grant service related.

Evaluator 2: 10

2 out of three references responded but not related to grants.

Evaluator 3: 10

Only 2 responses received out of 3; responses were not grant-services related

Evaluator 4: 10

Cost Proposal | Points Based | 10 Points (9.1%)

	Evaluator 1: 6
	Evaluator 2: 6
	Evaluator 3: 6
	Evaluator 4: 6

Bell Tower Consulting Group

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

	Evaluator 1: 25
	Evaluator 2: 25
	Evaluator 3: 25
Florida-based	Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

	Evaluator 1: 15
	Evaluator 2: 13
minimal staffing structure	Evaluator 3: 15
Company dashboard may be helpful	Evaluator 4: 14

Management and Staffing Plan | Points Based | 25 Points (22.7%)

	Evaluator 1: 20
--	-----------------

	Evaluator 2: 25
	Evaluator 3: 20
No proposal samples provided	
	Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)	
	Evaluator 1: 20
Two responses highly rated and both were related to grant services.	
	Evaluator 2: 20
2 out of 3 responses received. highly rated. Grant related references.	
	Evaluator 3: 20
Highly rated responses	
	Evaluator 4: 20

Cost Proposal Points Based 10 Points (9.1%)	
	Evaluator 1: 4
	Evaluator 2: 4
	Evaluator 3: 4
	Evaluator 4: 4

Berry, Dunn, McNeil & Parker, LLC	
Executive Summary and Methodology Points Based 25 Points (22.7%)	
	Evaluator 1: 25

Evaluator 2: 25
Evaluator 3: 25
Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes Points Based 15 Points (13.6%)

Evaluator 1: 15
Evaluator 2: 15
Evaluator 3: 15
Evaluator 4: 14

Management and Staffing Plan Points Based 25 Points (22.7%)

Evaluator 1: 25
Evaluator 2: 25
well organized and informative. Clear display of needs.
Evaluator 3: 25
Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope Points Based 25 Points (22.7%)

Evaluator 1: 20
Received two responses that were highly rated and grant related.
Evaluator 2: 20
received 2 out of 3 highly rated responses.
Evaluator 3: 20
Received 2 of 3 responses.

Evaluator 4: 20

Two responses, highly rated.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 3

Evaluator 2: 3

Evaluator 3: 3

Evaluator 4: 3

DCJ Global Management Solutions, LLC

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 23

Evaluator 3: 25

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 15

Single person company.

Evaluator 2: 14

Only one person.

Evaluator 3: 15

Evaluator 4: 12

Only had One person, the owner.

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 20

Would have liked to see examples of writing and overall plan easy to explain being one person.

Evaluator 2: 21

no samples

Evaluator 3: 20

No samples of grant proposals submitted.

Evaluator 4: 23

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 5

References never responded after multiple attempts.

Evaluator 2: 5

provided references but received no responses.

Evaluator 3: 5

No reference responses despite multiple attempts to request references.

Evaluator 4: 5

No responses.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 10

Lowest cost proposal

Evaluator 2: 10

Evaluator 3: 10

Evaluator 4: 10

NCB Incorporated

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 25

Evaluator 3: 20

Didn't see requisite declarative dispute statement included within the proposal.

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 15

Evaluator 2: 15

Evaluator 3: 15

Evaluator 4: 14

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 23

Evaluator 3: 25

Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 20

All three responded, all highly ranked. Provided grant writing services, but not grant management services.

Evaluator 2: 20

all 3 references responded, highly rated. only completed a few grants, but did not provide grant management.

Evaluator 3: 20

Highly ranked responses; no real grant management references.

Evaluator 4: 20

Deliver grant writing services, not grant management.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Evaluator 4: 5

NewAge Alliance Inc

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 20

Described understanding in C., but did not explain how they would meet it.

Evaluator 2: 23

missing information

Evaluator 3: 20

Didn't see requisite declarative dispute statement

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 10

They did not really explain B.

Evaluator 2: 13

More detail and defined structure needed.

Evaluator 3: 10

No org chart

Evaluator 4: 15

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 10

This section was not very detailed and did not truly describe how they would meet this section.

Evaluator 2: 20

missing information, inconsistent.

Evaluator 3: 15

No samples proposals; no resources list.

Evaluator 4: 25

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 20

All three responses were favorable but only one was grant related.

Evaluator 2: 20

references were not services provided to what is needed, but got good ratings.

Evaluator 3: 20

References inconsistent with proposal request

Evaluator 4: 20

Received responses, but not a lot of services in grant management.

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 3

Evaluator 2: 3

Evaluator 3: 3

Evaluator 4: 3

Outsource Execs LLC

Executive Summary and Methodology | Points Based | 25 Points (22.7%)

Evaluator 1: 25

Evaluator 2: 21

Evaluator 3: 25

Evaluator 4: 25

Organizational Structure / Key Personnel and Resumes | Points Based | 15 Points (13.6%)

Evaluator 1: 15

Evaluator 2: 13

Evaluator 3: 15

Evaluator 4: 13

Management and Staffing Plan | Points Based | 25 Points (22.7%)

Evaluator 1: 15

Evaluator 2: 22

Evaluator 3: 25

Evaluator 4: 24

References: Experience with Projects of Similar Size and Scope | Points Based | 25 Points (22.7%)

Evaluator 1: 10

One referenced received, highly rated. The other two did not respond. Organized grants.

Evaluator 2: 10

1 reference received.

Evaluator 3: 10

Evaluator 4: 10

Did not provide a lot of Grant Management

Cost Proposal | Points Based | 10 Points (9.1%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 8

Evaluator 4: 8

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. 2026-_____

A RESOLUTION BY MAYOR GWENDOLYN ELLISON AND COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA, TO AWARD RFP NO. 2026-RFP-024 FOR GRANT ADMINISTRATION AND MANAGEMENT SERVICES TO NCB INCORPORATED; TO AUTHORIZE THE EXECUTION OF A CONTRACT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park, Georgia (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the City issued Request for Proposals No. 2026-RFP-024 for Grant Administration and Management Services to assist the City with identifying, researching, applying for, administering, and managing grant opportunities from federal, state, local, and private funding sources; and

WHEREAS, the City received eight (8) proposals in response to RFP No. 2026-RFP-024, which were evaluated in accordance with the criteria established in the solicitation; and

WHEREAS, following the evaluation process and interviews with the three highest-scoring proposers, NCB Incorporated received the highest final score of 97.5 points; and

WHEREAS, the Evaluation Committee recommends that the City award RFP No. 2026-RFP-024 to NCB Incorporated as the highest-scoring proposer; and

WHEREAS, the proposed contract amount shall not exceed Eighty Thousand Dollars (\$80,000.00) and shall be funded from the General Fund, Finance Consulting Account No. 100.22.1510.52.1002.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Forest Park, Georgia, as follows:

Section 1. Award. The Mayor and Council hereby approve the award of RFP No. 2026-RFP-024, Grant Administration and Management Services, to NCB Incorporated, in an amount not to exceed \$80,000.00, to be funded from the General Fund, Finance Consulting Account No. 100.22.1510.52.1002.

Section 2. Contract. The Mayor is hereby authorized to execute a contract with NCB Incorporated for the services contemplated by RFP No. 2026-RFP-024, subject to review and approval as to form by the City Attorney.

Section 3. Severability. Should any section, subsection, sentence, clause, phrase, or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution.

Section 4. Repealer. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2026.

CITY OF FOREST PARK, GEORGIA

Dr. Gwendolyn Ellison, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
August 17, 2026

Agenda Item #
VI4

Requested By

Danielle Matricardi, City Attorney

Sponsor(s)

Department

Attorney

Requested Action

Ordinance (without public hearing)

Requirement for Board Action

Summary & Background

Sec. 2-3-1. - Departments established.

(a) The following departments of the city are hereby established:

- (1) Economic Development;
- (2) Finance;
- (3) Fire and Emergency Management Service;
- (4) Human Resources;
- (5) Planning and Community Development;
- (6) Public Works;
- (7) Police;
- (8) Recreation and Leisure Services;
- (9) Information Technology;
- (10) Municipal Court; and
- (11) Code Compliance; and
- (12) Office of the City Clerk

Fiscal Impact

Exhibits Attached

FP Ord. Departments[78]

Staff Recommendation

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO. 2026 _____

1 AN ORDINANCE BY MAYOR GWENDOLYN ELLISON AND COUNCILMEMBERS
2 KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, DELORES A.
3 GUNN, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA AMENDING
4 SECTION 2-3-1 (DEPARTMENTS ESTABLISHED), ARTICLE A (GENERAL
5 PROVISIONS), CHAPTER 3 (ADMINISTRATION), TITLE 2 (GENERAL
6 GOVERNMENT) OF THE CITY’S CODE OF ORDINANCES; TO REPEAL CONFLICTING
7 ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER
8 LAWFUL PURPOSES.

9 **WHEREAS**, the City of Forest Park, Georgia (“City”) is a municipal corporation duly
10 organized and existing under the laws of the State of Georgia; and

11 **WHEREAS**, the duly elected governing authority of the City is the Mayor and Council
12 thereof; and

13 **WHEREAS**, the City is authorized by O.C.G.A. §36-35-3 to adopt ordinances relating to
14 its property, affairs and local government; and

15 **WHEREAS**, the governing authority deems it essential to the proper operation of
16 municipal government to establish departments responsible for overseeing and managing the
17 efficient delivery of municipal services; and

18 **WHEREAS**, the Mayor and City Council desire to establish new departments and rename
19 existing departments to better serve the community.

20 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City
21 of Forest Park, Georgia, as follows:

22 **Section 1.** Section 2-3-1 (Departments established), Article A (General provisions),
23 Chapter 3 (Administration), Title 2 (General Government) of the City's Code of Ordinances is
24 hereby amended to be read and codified as follows, with deletions in ~~striketrough~~ font and
25 additions in **bold** font:

26 "Sec. 2-3-1. - Departments established.

27 (a) The following departments of the city are hereby established:

- 28 (1) Economic ~~d~~**Development**;
- 29 (2) Finance;
- 30 (3) Fire **and Emergency Management Services**;
- 31 (4) Human ~~r~~**Resources**;
- 32 (5) Planning **and Community Development**, ~~building and zoning~~;
- 33 (6) Public ~~w~~**Works**;
- 34 (7) Police **Services**;
- 35 (8) Recreation and ~~l~~**Leisure s**-Services;
- 36 (9) Technology ~~s~~**Services**;
- 37 (10) Municipal ~~e~~**Court**; ~~and~~
- 38 (11) Code ~~enforcement~~. **Compliance; and**
- 39 (12) **Office of the City Clerk."**

40 (b) Each department may be headed by a director who shall exercise such powers and perform
41 such duties as provided by law or as prescribed from time to time by the city manager.
42 Department directors shall report to the city manager.

43 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
44 incorporated by reference as if fully set out herein.

45 **Section 3.** (a) It is hereby declared to be the intent of the Mayor and Council that all
46 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
47 enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

48 (b) It is hereby declared to be the intent of the Mayor and Council that, to the greatest extent
49 allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Ordinance
50 is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It
51 is hereby further declared to be the intent of the Mayor and Council that, to the greatest extent
52 allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually
53 dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

54 (c) In the event that any phrase, clause, sentence, paragraph, or section to this Ordinance
55 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
56 by the valid judgment or decree or any court of competent jurisdiction, it is the express intent of
57 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
58 greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable
59 any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance and that,
60 to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and
61 effect.

62 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
63 repealed, to the extent of such conflict.

64 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
65 State of Georgia and the City of Forest Park. It is the intention of the governing body, and it is

66 hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of
67 Ordinances, City of Forest Park, Georgia, and the sections of this Ordinance may be renumbered
68 to accomplish such intention.

69 **Section 6.** The City Clerk, with the concurrence of the City Attorney, is authorized to
70 correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

71 **Section 7.** The effective date of this Ordinance shall be the date of adoption unless
72 otherwise stated herein.

73 **SO ORDAINED** _____ day of _____, 2026.

CITY OF FOREST PARK, GEORGIA

By: _____
Dr. Gwendolyn Ellison, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
August 17, 2026

Agenda Item #
VI5

Requested By

John Wiggins, Finance Director

Sponsor(s)

Department

Finance

Requested Action

Resolution

Requirement for Board Action

Summary & Background

BACKGROUND / DISCUSSION

The proposed amendment reflects the City's ongoing commitment to proactive financial management, responsible stewardship of public resources, and alignment of departmental appropriations with current operational priorities. These adjustments are consistent with the City's budget review process and are intended to support accurate financial reporting, compliance with adopted budgetary standards, and effective management of departmental resources.

Budget Amendment #6 reflects departmental changes implemented by City Manager Carl Geffken, at the request of City Council, to ensure that the City's organizational structure, staffing resources, and appropriations remain aligned with current operational priorities.

As part of the City's regular budget monitoring and forecasting process, the Finance Department reviewed departmental expenditure and personnel needs and identified the adjustments necessary to properly align the adopted budget with current operational requirements.

Fiscal Impact

The proposed amendment reallocates General Fund appropriations to better reflect the City's current staffing structure and operational priorities.

The transfer of **\$127,756.72** from the Police Department salary budget to the Code Compliance Department is an internal General Fund reallocation and is intended to provide the necessary appropriate for the Code Compliance Director position.

The City Clerk's budget adjustment increases the department's total appropriation from **\$573,666 to \$644,542**, representing a net increase of **\$70,876**.

These adjustments are being presented through the budget amendment process to maintain accurate departmental appropriations and appropriate financial controls.

Exhibits Attached

FY2026-2027 GF Budget Amendment #6 - 8.17.2026 v1, 2026-8-13 - FP Res (Budget Amendment)

Staff Recommendation

Staff recommends Council to approve.

1. Office of the City Clerk

- a. Amend budget and reallocate funds in the amount of \$25,000 from line item #100-29-1130-51-1101 (Salaries) to line item #100-29-1130-51-1301(Overtime).
- b. Amend budget by increasing funds of \$46,081.36 to line item #100-29-1130-51-1101(Salaries).
- c. Amend budget by increasing funds of \$3,652 to line items #100-29-1130-51.2201(FICA), 100-29-1130-51-2301(Medicare), and 100-29-1130-51-2401 (Retirement Contributions).

City Clerk	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Proposed Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-29-1130-51-1101 - SALARIES					\$356,342	\$356,342	0%
100-29-1130-51-1301 - OVERTIME					\$0	\$0	0%
100-29-1130-51-2101 - LIFE AND HEALTH INSURANCE					\$40,000	\$40,000	0%
100-29-1130-51-2201 - FICA					\$22,093	\$22,093	0%
100-29-1130-51-2301 - MEDICARE					\$5,167	\$5,167	0%
100-29-1130-51-2401 - RETIREMENT CONTRIBUTIONS					\$3,563	\$3,563	0%
100-29-1130-51-2904 - EMPLOYEE APPRECIATION					\$1,000	\$1,000	0%
100-29-1130-52-1106 - ELECTION EXPENSE					\$50,000	\$50,000	0%
100-29-1130-52-3201 - POSTAGE SHIPPING & COURIER					\$1,000	\$1,000	0%
100-29-1130-52-3301 - LEGAL ADVERTISEMENTS					\$3,000	\$3,000	0%
100-21-1320-52-3401 - ADVERTISING AND MARKETING					\$7,500	\$7,500	0%
100-29-1130-52-3402 - PROMOTIONAL ITEMS					\$5,000	\$5,000	0%
100-29-1130-XX-XXXX - HOSPITALITY					\$10,000	\$10,000	0%
100-29-1130-52-3601 - DUES AND SUBSCRIPTIONS					\$2,000	\$2,000	0%
100-29-1130-52-3701 - TRAVEL, TRAINING & CONFERENCES					\$15,000	\$15,000	0%
100-29-1130-53-1102 - OFFICE SUPPLIES					\$10,000	\$10,000	0%
100-29-1130-53-1105 - GENERAL DEPARTMENT EXPENSE					\$30,000	\$30,000	0%
100-29-1130-53-2401 - SOFTWARE					\$12,000	\$12,000	0%
Total - Chief Executive Office	\$0	\$0	\$0	\$0	\$573,666	\$573,666	

City Clerk	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Adopted Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-29-1130-51-1101 - SALARIES					\$398,566	\$398,566	0%
100-29-1130-51-1301 - OVERTIME					\$25,000	\$25,000	0%
100-29-1130-51-2101 - LIFE AND HEALTH INSURANCE					\$40,000	\$40,000	0%
100-29-1130-51-2201 - FICA					\$24,711	\$24,711	0%
100-29-1130-51-2301 - MEDICARE					\$5,779	\$5,779	0%
100-29-1130-51-2401 - RETIREMENT CONTRIBUTIONS					\$3,986	\$3,986	0%
100-29-1130-51-2904 - EMPLOYEE APPRECIATION					\$1,000	\$1,000	0%
100-29-1130-52-1106 - ELECTION EXPENSE					\$50,000	\$50,000	0%
100-29-1130-52-3201 - POSTAGE SHIPPING & COURIER					\$1,000	\$1,000	0%
100-29-1130-52-3301 - LEGAL ADVERTISEMENTS					\$3,000	\$3,000	0%
100-21-1320-52-3401 - ADVERTISING AND MARKETING					\$7,500	\$7,500	0%
100-29-1130-52-3402 - PROMOTIONAL ITEMS					\$5,000	\$5,000	0%
100-29-1130-52-3920 - HOSPITALITY					\$10,000	\$10,000	0%
100-29-1130-52-3601 - DUES AND SUBSCRIPTIONS					\$2,000	\$2,000	0%
100-29-1130-52-3701 - TRAVEL, TRAINING & CONFERENCES					\$15,000	\$15,000	0%
100-29-1130-53-1102 - OFFICE SUPPLIES					\$10,000	\$10,000	0%
100-29-1130-53-1105 - GENERAL DEPARTMENT EXPENSE					\$30,000	\$30,000	0%
100-29-1130-53-2401 - SOFTWARE					\$12,000	\$12,000	0%
Total - Chief Executive Office	\$0	\$0	\$0	\$0	\$644,542	\$644,542	

2. Police Department / Code Compliance Transfer

- a. Amend budget and reallocate funds in the amount of \$127,756.72 from line item #100-31-3210-51-1101 (Police Salaries) to line item #100-57-7410-51-1101(Code Compliance Salaries).

Police Services	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Proposed Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-31-3210-51-1101 - SALARIES	\$5,937,390	\$6,728,453	\$6,563,181	\$4,771,690	\$7,576,712	\$910,531	14%
100-31-3210-51-1301 - OVERTIME	\$407,540	\$279,293	\$250,000	\$174,494	\$250,000	\$0	0%
100-31-3210-51-2101 - LIFE AND HEALTH INSURANCE	\$1,754,690	\$2,028,684	\$2,140,500	\$1,556,968	\$2,075,267	(\$65,233)	-3%
100-31-3210-51-2201 - FICA	\$386,083	\$429,987	\$416,217	\$296,882	\$463,626	\$41,023	10%
100-31-3210-51-2301 - MEDICARE	\$89,852	\$100,562	\$97,341	\$69,432	\$112,038	\$13,203	14%
100-31-3210-51-2401 - RETIREMENT CONTRIBUTIONS	\$91,588	\$270,160	\$408,833	\$197,934	\$416,765	\$6,902	2%
100-31-3210-51-2602 - UNEMPLOYMENT CLAIMS PAID	\$0	\$3,775	\$0	\$878	\$0	\$0	0%
100-31-3210-51-2701 - WORKERS COMP PREMIUM	\$59,913	\$55,242	\$60,000	\$57,462	\$60,000	\$0	0%
100-31-3210-51-2702 - WORKERS COMP CLAIMS	\$79,595	\$103,546	\$90,000	\$551,108	\$90,000	\$0	0%
100-31-3210-51-2904 - EMPLOYEE APPRECIATION	\$3,544	\$7,363	\$7,500	\$3,759	\$7,500	\$0	0%
100-31-3210-52-1002 - CONSULTING SERVICES	\$914	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-1201 - ATTORNEY FEES COLLECTED	\$0	\$1,350	\$0	\$0	\$0	\$0	0%
100-31-3210-52-1202 - PROFESSIONAL AND CONTRACTUAL	\$15,000	\$17,035	\$35,500	\$5,407	\$50,000	\$14,500	41%
100-31-3210-52-1203 - JAIL TERTIARY CARE	\$8,787	\$5,080	\$5,000	\$0	\$15,000	\$10,000	200%
100-31-3210-52-1300 - TECHNICAL CONTRACT SERVICES	\$405,234	\$209,577	\$82,500	\$522	\$110,000	\$27,500	33%
100-31-3210-52-1301 - SOFTWARE MAINTENANCE	\$4,615	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-2201 - OFFICE EQUIPMENT MAINTENANCE	\$1,331	\$4,336	\$5,000	\$1,240	\$5,000	\$0	0%
100-31-3210-52-2203 - MISCEQUIPMENT MAINTENANCE	\$95,905	\$113,386	\$75,000	\$74,111	\$75,000	\$0	0%
100-31-3210-52-2209 - RADIO EQUIPMENT	\$93,873	\$6,272	\$20,000	\$348	\$0	(\$20,000)	-100%
100-31-3210-52-2214 - FACULTY IMPROVEMENTS	\$11,649	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3101 - VEHICLE INSURANCE	\$110,319	\$68,679	\$70,000	\$73,645	\$75,000	\$5,000	7%
100-31-3210-52-3102 - PROPERTY & LIABILITY INSURANCE	\$115,096	\$107,076	\$120,000	\$113,618	\$120,000	\$0	0%
100-31-3210-52-3201 - POSTAGE SHIPPING & COURIER	\$3,859	\$16	\$500	\$6	\$500	\$0	0%
100-31-3210-52-3202 - TELEPHONES & COMMUNICATION	\$19,266	\$14,606	\$9,000	\$2,902	\$4,500	(\$4,500)	-50%
100-31-3210-52-3401 - PRINTING	\$2,945	\$1,947	\$2,000	\$1,995	\$2,200	\$200	10%
100-31-3210-52-3500 - TRAVEL FOR EMPLOYEES	\$266	\$12,859	\$5,000	\$2,225	\$0	(\$5,000)	-100%
100-31-3210-52-3601 - DUES AND SUBSCRIPTIONS	\$2,593	\$7,601	\$7,000	\$4,251	\$7,000	\$0	0%
100-31-3210-52-3701 - TRAVEL, TRAINING & CONFERENCES	\$25,750	\$17,832	\$29,000	\$18,782	\$25,000	(\$4,000)	-14%
100-31-3210-52-3710 - EDUC SUPPLIES & INCENTIVES	\$4,637	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3711 - EDUCATION & TRAINING OTHER	\$932	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3712 - TRAINING AIDS - OTHER	\$32,900	\$8,046	\$5,000	\$4,350	\$5,000	\$0	0%
100-31-3210-52-3925 - GEO. INFORMATION SYSTEM (GIS)	\$16,692	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1102 - OFFICE SUPPLIES	\$14,568	\$13,402	\$13,500	\$13,354	\$13,500	\$0	0%
100-31-3210-53-1103 - COPIER EXPENSE	\$13,403	\$15,821	\$14,000	\$9,745	\$14,000	\$0	0%
100-31-3210-53-1105 - GENERAL DEPARTMENT EXPENSE	\$5,491	\$8,435	\$14,000	\$7,747	\$16,500	\$2,500	18%
100-31-3210-53-1210 - UTILITIES- WATER/SEWER	\$8,806	\$10,068	\$9,000	\$7,836	\$9,000	\$0	0%
100-31-3210-53-1221 - UTILITIES- NATURAL GAS	\$5,892	\$6,282	\$6,000	\$6,016	\$6,000	\$0	0%
100-31-3210-53-1231 - UTILITIES-ELECTRICITY	\$82,066	\$54,652	\$49,015	\$49,015	\$40,000	(\$9,015)	-18%
100-31-3210-53-1270 - FLEET GAS CHARGE	\$317,132	\$194,109	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1604 - OFFICE IMPROVEMENTS	\$2,358	\$2,118	\$3,000	\$867	\$0	(\$3,000)	-100%
100-31-3210-53-1701 - SHOP WITH A COP PAYABLES	\$0	\$106	\$2,956	\$2,956	\$0	(\$2,956)	-100%
100-31-3210-53-1702 - UNIFORMS & RAINWEAR	\$42,899	\$93,452	\$90,000	\$78,870	\$90,000	\$0	0%
100-31-3210-53-1703 - FIRST AID/MEDICAL SUPPLIES	\$1,812	\$985	\$1,500	\$956	\$1,000	(\$500)	-33%
100-31-3210-53-1704 - DETECTIVE SUPPLIES	\$14,101	\$9,834	\$9,000	\$7,877	\$10,000	\$1,000	11%
100-31-3210-53-1705 - CRIME PREVENTION EXPENSE	\$4,865	\$4,955	\$5,000	\$4,912	\$10,000	\$5,000	100%
100-31-3210-53-1707 - POLICE EQUIPMENT	\$42,806	\$2,306	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1708 - K-9 SUPPLIES AND EQUIPMENT	\$44,555	\$21,098	\$23,000	\$21,825	\$18,000	(\$5,000)	-22%
100-31-3210-53-1709 - FILM/PUB. RELATIONS EVENTS	\$15,553	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1710 - SERVICE WEAPONS AND AMMUNITION	\$30,969	\$13,391	\$15,000	\$24,155	\$25,000	\$10,000	67%
100-31-3210-53-1711 - RADIO/SURVEILLANCE EQUIP	\$2,195	\$26,238	\$10,000	\$3,741	\$5,000	(\$5,000)	-50%
100-31-3210-53-1713 - FLEET LABOR CHARGE	\$112,596	\$107,644	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1714 - FLEET EQUIPMENT MAINTENANCE	\$150,832	\$197,786	\$41,000	\$27,554	\$30,000	(\$11,000)	-27%
100-31-3210-53-1715 - FLEET OVERHEAD CHARGE	\$68,166	\$65,884	\$0	\$0	\$0	\$0	0%
100-31-3210-61-1001 - TRANSFERS CAPITAL	\$46,593	\$0	\$0	\$0	\$0	\$0	0%
100-31-3260-53-1104 - FACILITY SUPPLIES	\$24,584	\$16,071	\$17,500	\$9,662	\$17,500	\$0	0%
100-31-3260-53-1106 - FACILITY MAINT & REPAIR	\$89,931	\$151,870	\$82,996	\$40,791	\$65,000	(\$17,996)	-22%
Total - Police Services	\$10,924,931	\$11,619,270	\$10,910,539	\$8,301,888	\$11,916,608	\$894,159	

Police Services	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Adopted Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-31-3210-51-1101 - SALARIES	\$5,937,390	\$6,728,453	\$6,563,181	\$4,771,690	\$7,448,955	\$910,531	14%
100-31-3210-51-1301 - OVERTIME	\$407,540	\$279,293	\$250,000	\$174,494	\$250,000	\$0	0%
100-31-3210-51-2101 - LIFE AND HEALTH INSURANCE	\$1,754,690	\$2,028,684	\$2,140,500	\$1,556,968	\$2,075,267	(\$65,233)	-3%
100-31-3210-51-2201 - FICA	\$386,083	\$429,987	\$416,217	\$296,882	\$463,626	\$41,023	10%
100-31-3210-51-2301 - MEDICARE	\$89,852	\$100,562	\$97,341	\$69,432	\$112,038	\$13,203	14%
100-31-3210-51-2401 - RETIREMENT CONTRIBUTIONS	\$91,588	\$270,160	\$408,833	\$197,934	\$416,765	\$6,902	2%
100-31-3210-51-2602 - UNEMPLOYMENT CLAIMS PAID	\$0	\$3,775	\$0	\$878	\$0	\$0	0%
100-31-3210-51-2701 - WORKERS COMP PREMIUM	\$59,913	\$55,242	\$60,000	\$57,462	\$60,000	\$0	0%
100-31-3210-51-2702 - WORKERS COMP CLAIMS	\$79,595	\$103,546	\$90,000	\$551,108	\$90,000	\$0	0%
100-31-3210-51-2904 - EMPLOYEE APPRECIATION	\$3,544	\$7,363	\$7,500	\$3,759	\$7,500	\$0	0%
100-31-3210-52-1002 - CONSULTING SERVICES	\$914	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-1201 - ATTORNEY FEES COLLECTED	\$0	\$1,350	\$0	\$0	\$0	\$0	0%
100-31-3210-52-1202 - PROFESSIONAL AND CONTRACTUAL	\$15,000	\$17,035	\$35,500	\$5,407	\$50,000	\$14,500	41%
100-31-3210-52-1203 - JAIL TERTIARY CARE	\$8,787	\$5,080	\$5,000	\$0	\$15,000	\$10,000	200%
100-31-3210-52-1300 - TECHNICAL CONTRACT SERVICES	\$405,234	\$209,577	\$82,500	\$522	\$110,000	\$27,500	33%
100-31-3210-52-1301 - SOFTWARE MAINTENANCE	\$4,615	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-2201 - OFFICE EQUIPMENT MAINTENANCE	\$1,331	\$4,336	\$5,000	\$1,240	\$5,000	\$0	0%
100-31-3210-52-2203 - MISC EQUIPMENT MAINTENANCE	\$95,905	\$113,386	\$75,000	\$74,111	\$75,000	\$0	0%
100-31-3210-52-2209 - RADIO EQUIPMENT	\$93,873	\$6,272	\$20,000	\$348	\$0	(\$20,000)	-100%
100-31-3210-52-2214 - FACILITY IMPROVEMENTS	\$11,649	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3101 - VEHICLE INSURANCE	\$110,319	\$68,679	\$70,000	\$73,645	\$75,000	\$5,000	7%
100-31-3210-52-3102 - PROPERTY & LIABILITY INSURANCE	\$115,096	\$107,076	\$120,000	\$113,618	\$120,000	\$0	0%
100-31-3210-52-3201 - POSTAGE SHIPPING & COURIER	\$3,859	\$16	\$500	\$6	\$500	\$0	0%
100-31-3210-52-3202 - TELEPHONES & COMMUNICATION	\$19,266	\$14,606	\$9,000	\$2,902	\$4,500	(\$4,500)	-50%
100-31-3210-52-3401 - PRINTING	\$2,945	\$1,947	\$2,000	\$1,995	\$2,200	\$200	10%
100-31-3210-52-3500 - TRAVEL FOR EMPLOYEES	\$266	\$12,859	\$5,000	\$2,225	\$0	(\$5,000)	-100%
100-31-3210-52-3601 - DUES AND SUBSCRIPTIONS	\$2,593	\$7,601	\$7,000	\$4,251	\$7,000	\$0	0%
100-31-3210-52-3701 - TRAVEL, TRAINING & CONFERENCES	\$25,750	\$17,832	\$29,000	\$18,782	\$25,000	(\$4,000)	-14%
100-31-3210-52-3710 - EDUC SUPPLIES & INCENTIVES	\$4,637	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3711 - EDUCATION & TRAINING OTHER	\$932	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-52-3712 - TRAINING AIDS - OTHER	\$32,900	\$8,046	\$5,000	\$4,350	\$5,000	\$0	0%
100-31-3210-52-3925 - GEO. INFORMATION SYSTEM (GIS)	\$16,692	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1102 - OFFICE SUPPLIES	\$14,568	\$13,402	\$13,500	\$13,354	\$13,500	\$0	0%
100-31-3210-53-1103 - COPIER EXPENSE	\$13,403	\$15,821	\$14,000	\$9,745	\$14,000	\$0	0%
100-31-3210-53-1105 - GENERAL DEPARTMENT EXPENSE	\$5,491	\$8,435	\$14,000	\$7,747	\$16,500	\$2,500	18%
100-31-3210-53-1210 - UTILITIES - WATER/SEWER	\$8,806	\$10,068	\$9,000	\$7,836	\$9,000	\$0	0%
100-31-3210-53-1221 - UTILITIES - NATURAL GAS	\$5,892	\$6,282	\$6,000	\$6,016	\$6,000	\$0	0%
100-31-3210-53-1231 - UTILITIES - ELECTRICITY	\$82,066	\$54,652	\$49,015	\$49,015	\$40,000	(\$9,015)	-18%
100-31-3210-53-1270 - FLEET GAS CHARGE	\$317,132	\$194,109	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1604 - OFFICE IMPROVEMENTS	\$2,358	\$2,118	\$3,000	\$867	\$0	(\$3,000)	-100%
100-31-3210-53-1701 - SHOP WITH A COP PAYABLES	\$0	\$106	\$2,956	\$2,956	\$0	(\$2,956)	-100%
100-31-3210-53-1702 - UNIFORMS & RAINWEAR	\$42,899	\$93,452	\$90,000	\$78,870	\$90,000	\$0	0%
100-31-3210-53-1703 - FIRST AID / MEDICAL SUPPLIES	\$1,812	\$985	\$1,500	\$956	\$1,000	(\$500)	-33%
100-31-3210-53-1704 - DETECTIVE SUPPLIES	\$14,101	\$9,834	\$9,000	\$7,877	\$10,000	\$1,000	11%
100-31-3210-53-1705 - CRIME PREVENTION EXPENSE	\$4,865	\$4,955	\$5,000	\$4,912	\$10,000	\$5,000	100%
100-31-3210-53-1707 - POLICE EQUIPMENT	\$42,806	\$2,306	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1708 - K-9 SUPPLIES AND EQUIPMENT	\$44,555	\$21,098	\$23,000	\$21,825	\$18,000	(\$5,000)	-22%
100-31-3210-53-1709 - FILM / PUB. RELATIONSEVENTS	\$15,553	\$0	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1710 - SERVICE WEAPONS AND AMMUNITION	\$30,969	\$13,391	\$15,000	\$24,155	\$25,000	\$10,000	67%
100-31-3210-53-1711 - RADIO / SURVEILLANCE EQUIP	\$2,195	\$26,238	\$10,000	\$3,741	\$5,000	(\$5,000)	-50%
100-31-3210-53-1713 - FLEET LABOR CHARGE	\$112,596	\$107,644	\$0	\$0	\$0	\$0	0%
100-31-3210-53-1714 - FLEET EQUIPMENT MAINTENANCE	\$150,832	\$197,786	\$41,000	\$27,554	\$30,000	(\$11,000)	-27%
100-31-3210-53-1715 - FLEET OVERHEAD CHARGE	\$68,166	\$65,884	\$0	\$0	\$0	\$0	0%
100-31-3210-61-1001 - TRANSFERS CAPITAL	\$46,593	\$0	\$0	\$0	\$0	\$0	0%
100-31-3260-53-1104 - FACILITY SUPPLIES	\$24,584	\$16,071	\$17,500	\$9,662	\$17,500	\$0	0%
100-31-3260-53-1106 - FACILITY MAINT & REPAIR	\$89,931	\$151,870	\$82,996	\$40,791	\$65,000	(\$17,996)	-22%
Total - Police Services	\$10,924,931	\$11,619,270	\$10,910,539	\$8,301,888	\$11,788,851	\$894,159	

Code Compliance	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Proposed Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-57-7410-51-1101 - SALARIES	\$269,173	\$433,115	\$557,900	\$334,148	\$350,396	(\$104,504)	-19%
100-57-7410-51-1301 - OVERTIME	\$0	\$2,079	\$2,000	\$448	\$2,000	\$0	0%
100-57-7410-51-2101 - LIFE AND HEALTH INSURANCE	\$16,988	\$133,186	\$142,100	\$98,663	\$120,576	(\$21,524)	-15%
100-57-7410-51-2201 - FICA	\$16,355	\$26,688	\$34,590	\$20,087	\$20,906	(\$7,298)	-21%
100-57-7410-51-2301 - MEDICARE	\$3,825	\$6,241	\$8,090	\$4,698	\$5,080	(\$1,516)	-19%
100-57-7410-51-2401 - RETIREMENT CONTRIBUTIONS	\$8,860	\$16,985	\$33,976	\$16,449	\$31,770	(\$1,176)	-3%
100-57-7410-51-2602 - UNEMPLOYMENT CLAIMS PAID	\$5,143	\$0	\$0	\$0	\$0	\$0	0%
100-57-7410-51-2701 - WORKERS COMP PREMIUM	\$1,285	\$2,393	\$2,400	\$1,437	\$2,400	\$0	0%
100-57-7410-51-2904 - EMPLOYEE APPRECIATION	\$432	\$951	\$1,000	\$570	\$1,000	\$0	0%
100-57-7410-52-3101 - VEHICLE INSURANCE	\$4,563	\$3,122	\$6,000	\$3,348	\$6,000	\$0	0%
100-57-7410-52-3201 - POSTAGE SHIPPING & COURIER	\$1,512	\$839	\$1,500	\$287	\$1,500	\$0	0%
100-57-7410-52-3202 - TELEPHONES & COMMUNICATION	\$4,193	\$2,981	\$11,000	\$3,457	\$11,000	\$0	0%
100-57-7410-52-3401 - PRINTING	\$752	\$609	\$1,000	\$0	\$1,000	\$0	0%
100-57-7410-52-3500 - TRAVEL FOR EMPLOYEES	\$0	\$1,044	\$5,000	\$3,903	\$5,000	\$0	0%
100-57-7410-52-3601 - DUES AND SUBSCRIPTIONS	\$256	\$1,273	\$1,400	\$922	\$1,000	(\$400)	-29%
100-57-7410-52-3701 - TRAVEL, TRAINING & CONFERENCES	\$5,030	\$3,758	\$5,000	\$2,934	\$5,000	\$0	0%
100-57-7410-53-1102 - OFFICE SUPPLIES	\$3,055	\$4,846	\$3,600	\$1,660	\$4,000	\$400	11%
100-57-7410-53-1103 - COPIER EXPENSE	\$0	\$0	\$0	\$0	\$3,000	\$3,000	0%
100-57-7410-53-1105 - GENERAL DEPARTMENT EXPENSE	\$1,999	\$8,183	\$5,000	\$1,809	\$5,000	\$0	0%
100-57-7410-53-1702 - UNIFORMS & RAINWEAR	\$1,953	\$5,310	\$4,000	\$3,203	\$6,000	\$2,000	50%
100-57-7410-53-1703 - FIRST AID / MEDICAL SUPPLIES	\$1,904	\$5,943	\$6,000	\$1,631	\$6,000	\$0	0%
Total - Code Compliance	\$347,278	\$659,546	\$831,556	\$499,654	\$588,628	(\$131,018)	

Code Compliance	FY24 Actuals	FY25 Actuals	FY26 Budgeted	FY26 Actuals	Adopted Budget	Calculation	Calculation
Account - Description	FY2024	FY2025	FY2026	FY2026	FY2027	Variance	Variance %
100-57-7410-51-1101 - SALARIES	\$269,173	\$433,115	\$557,900	\$334,148	\$478,153	(\$104,504)	-19%
100-57-7410-51-1301 - OVERTIME	\$0	\$2,079	\$2,000	\$448	\$2,000	\$0	0%
100-57-7410-51-2101 - LIFE AND HEALTH INSURANCE	\$16,988	\$133,186	\$142,100	\$98,663	\$120,576	(\$21,524)	-15%
100-57-7410-51-2201 - FICA	\$16,355	\$26,688	\$34,590	\$20,087	\$20,906	(\$7,298)	-21%
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100-57-7410-51-2701 - WORKERS COMP PREMIUM	\$1,285	\$2,393	\$2,400	\$1,437	\$2,400	\$0	0%
100-57-7410-51-2904 - EMPLOYEE APPRECIATION	\$432	\$951	\$1,000	\$570	\$1,000	\$0	0%
100-57-7410-52-3101 - VEHICLE INSURANCE	\$4,563	\$3,122	\$6,000	\$3,348	\$6,000	\$0	0%
100-57-7410-52-3201 - POSTAGE SHIPPING & COURIER	\$1,512	\$839	\$1,500	\$287	\$1,500	\$0	0%
100-57-7410-52-3202 - TELEPHONES & COMMUNICATION	\$4,193	\$2,981	\$11,000	\$3,457	\$11,000	\$0	0%
100-57-7410-52-3401 - PRINTING	\$752	\$609	\$1,000	\$0	\$1,000	\$0	0%
100-57-7410-52-3500 - TRAVEL FOR EMPLOYEES	\$0	\$1,044	\$5,000	\$3,903	\$5,000	\$0	0%
100-57-7410-52-3601 - DUES AND SUBSCRIPTIONS	\$256	\$1,273	\$1,400	\$922	\$1,000	(\$400)	-29%
100-57-7410-52-3701 - TRAVEL, TRAINING & CONFERENCES	\$5,030	\$3,758	\$5,000	\$2,934	\$5,000	\$0	0%
100-57-7410-53-1102 - OFFICE SUPPLIES	\$3,055	\$4,846	\$3,600	\$1,660	\$4,000	\$400	11%
100-57-7410-53-1103 - COPIER EXPENSE	\$0	\$0	\$0	\$0	\$3,000	\$3,000	0%
100-57-7410-53-1105 - GENERAL DEPARTMENT EXPENSE	\$1,999	\$8,183	\$5,000	\$1,809	\$5,000	\$0	0%
100-57-7410-53-1702 - UNIFORMS & RAINWEAR	\$1,953	\$5,310	\$4,000	\$3,203	\$6,000	\$2,000	50%
100-57-7410-53-1703 - FIRST AID / MEDICAL SUPPLIES	\$1,904	\$5,943	\$6,000	\$1,631	\$6,000	\$0	0%
Total - Code Compliance	\$347,278	\$659,546	\$831,556	\$499,654	\$716,385	(\$131,018)	

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. 2026-_____

A RESOLUTION BY MAYOR GWENDOLYN ELLISON AND COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA, TO AMEND THE FISCAL YEAR 2026-2027 GENERAL FUND BUDGET; TO PROVIDE FOR REALLOCATION AND INCREASE OF CERTAIN APPROPRIATIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park, Georgia (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof; and

WHEREAS, the Mayor and Council adopted the Fiscal Year 2026-2027 General Fund Budget; and

WHEREAS, the City desires to amend the General Fund Budget to reflect certain personnel and departmental changes and to align appropriations with the City’s current organizational structure and operational priorities; and

WHEREAS, Budget Amendment No. 6 provides for adjustments to the Office of the City Clerk and the reallocation of salary appropriations from the Police Department to Code Compliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Forest Park, Georgia, as follows:

Section 1. Approval of Budget Amendment. The Fiscal Year 2026-2027 General Fund Budget is hereby amended as follows:

<u>Office / Department</u>	<u>Account</u>	<u>Description</u>	<u>Amendment</u>
Office of the City Clerk	100-29-1130-51-1101	Salaries	Reallocate \$25,000.00 to Overtime; increase by \$46,081.36
Office of the City Clerk	100-29-1130-51-1301	Overtime	Increase by \$25,000.00 through reallocation from Salaries
Office of the City Clerk	100-29-1130-51-2201	FICA	Increase from \$22,093 to \$24,711
Office of the City Clerk	100-29-1130-51-2301	Medicare	Increase from \$5,167 to \$5,779

Office of the City Clerk	100-29-1130-51-2401	Retirement Contributions	Increase from \$3,563 to \$3,986
Police Department	100-31-3210-51-1101	Salaries	Decrease by \$127,756.72
Code Compliance	100-57-7410-51-1101	Salaries	Increase by \$127,756.72

Section 2. Authorization. The appropriate officers, employees, and agents of the City are hereby authorized to make all budgetary and accounting entries necessary to implement Fiscal Year 2026-2027 General Fund Budget Amendment No. 6 as approved herein.

Section 3. Severability. Should any section, subsection, sentence, clause, phrase, or provision of this Resolution be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution.

Section 4. Repealer. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2026.

CITY OF FOREST PARK, GEORGIA

Dr. Gwendolyn Ellison, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney