



City of Fairburn  
56 Malone Street  
Fairburn, GA 30213  
October 14th, 2019 @ 6:00 PM

**WORKSHOP AGENDA**

- |      |  |   |
|------|--|---|
| I.   | Meeting Called to Order:                   | The Honorable Elizabeth Carr-Hurst, Mayor |
| II.  | Roll Call                                  | Arika Birdsong-Miller, City Clerk         |
| III. | Presentations:                             | None                                      |
| V.   | Discussions:                               | Councilmembers                            |
| VI.  | Review of Agenda Items for Council Session | Councilmembers                            |
| VII. | Adjournment                                | Councilmembers                            |



City Hall  
56 Malone Street  
Fairburn, GA 30213  
October 14<sup>th</sup>, 2019 @ 7:00 PM

### Regular Agenda

## *The Honorable Mayor Elizabeth Carr-Hurst, Presiding*

The Honorable Mayor Pro-Tem Linda J. Davis  
The Honorable Pat Pallend  
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath  
The Honorable Hattie Portis-Jones  
The Honorable James Whitmore

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Arika Birdsong-Miller  
City Clerk

III. Invocation:

Ms. Leah Porch  
Landmark Christian Academy  
Class of 2020

IV. Pledge of Allegiance:

In Unison

V. Presentation:

1. Distinguished Budget Award

Ms. Althea Philord-Bradley  
Director of Finance and Accounting  
College Park, Georgia

2. 2018 Audit Presentation

Mr. Doug Moses  
Mauldin & Jenkins, LLC

3. Bond Presentation

Mr. Bill Johnston  
Stephens, Inc.

4. Georgia Initiative for Community  
Housing Award

Georgia Department of Community  
Affairs, Georgia Municipal  
Association

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

VII. Adoption of the Council Agenda: Councilmembers

VIII. Adoption of Consent Agenda Items: Councilmembers

IX. Adoption of City Council Minutes: Councilmembers  
(September 23<sup>th</sup>, 2019 Regular Meeting and Executive Session Minutes)

X. Public Hearing: None

XI. Agenda Items:

1. **Planning and Zoning** Ms. Tarika Peeks  
For Mayor and Council to review and approve a Resolution creating the 2020 Census Partnership with the City of Fairburn.

2. **Planning and Zoning** Ms. Tarika Peeks  
For Mayor and Council to review and approve a Resolution forming the 2020 Complete Count Committee pertaining to the U.S. Census Bureau.

3. **Fire Department** Mr. Cornelius Robinson  
For Mayor and Council to agree to provide and receive Automatic Aid to and from the City of South Fulton in order to provide additional fire protection in the coverage areas that have extended response times.

4. **Utilities Department** Mr. Lee Hauesler  
For Mayor and Council to approve the USIC Agreement for underground facilities locating and marking services.

5. **Mayor's Office** Mayor Elizabeth Carr-Hurst  
For Mayor and Council to approve an Agreement for Fulton County-Atlanta Action Authority Inc. (FACAA) to accept Low Income Home Energy Assistance Program (LIHEAP) payments from Fulton County residents and to utilize the City of Fairburn's Annex Building.

XII. Council Comments Councilmembers

XIII. Executive Session None

XIV. Adjournment

Councilmembers

\*When an Executive Session is required, one will be called for the following issues:  
(1) Personnel (2) Real Estate or (3) Litigation.



City of Fairburn  
Mayor and Council Meeting Minutes  
September 23, 2019  
7:00 pm @ City Hall

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by Interim City Clerk, Shana T. Moss with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro-Tem Linda J. Davis	The Honorable Alex Heath
The Honorable Pat Pallend	The Honorable Hattie Portis-Jones
The Honorable Ulysses J. Smallwood	The Honorable James Whitmore

The attendance of council constituted a quorum and the meeting proceeded.

- III. The invocation was rendered by Mr. Deris Coto. Mr. Coto is the Pastor at First Baptist Church of Fairburn.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentation:  
Mayor Elizabeth Carr-Hurst alongside Mayor Pro-Tem Linda Davis presented the family of the late Mrs. Shirley Pompey Sheats with a proclamation for the installation of the traffic light at Highway 92 and Campbellton Road. Mr. Tommy Sheats and Ms. Shana Sheats accepted the proclamation and thanked the City of Fairburn Council and staff for all of the support with getting the traffic light approved and installed by the Georgia Department of Transportation.
- VI. Public Comments:
  1. Mr. Darren Williams is a new homeowner in the St. John's Crossing subdivision and just recently moved to Fairburn with a job transfer. Mr. Williams wants to know if there is anything that can be done about the train horns in the early hours of the morning. Mr. Williams also stated that he loved Duncan park and wished that there was an hour that the pool was reserved for adults only swim.
- VII. Adoption of the Council Agenda: The motion to approve was made by Councilman Whitmore with the second provided by Mayor Pro-Tem Davis. Vote: 6-0: Motion Carried
- VIII. Adoption of Consent Agenda Items: There were no consent agenda items.
- IX. Adoption of City Council Minutes from September 9, 2019 the regular meeting and executive session. The motion to approve the regular minutes was made by Councilman Heath and the second was provided by Mayor Pro-Tem Davis. Vote: 6-0: Motion Carried.  
The motion to approve the executive session minutes was made by Councilman Whitmore with the second provided by Councilman Smallwood. Vote: 6-0: Motion Carried.

X. Public Hearing: There was no public hearing.

XI. Agenda Items:

1. Office of the Mayor Mayor Carr-Hurst  
Arika Birdsong-Miller was appointed and sworn in as the City Clerk for the City of Fairburn.  
The motion to approve was made by Councilman Heath and the second was provided by Councilman Whitmore. Vote: 6-0 Motion Carried
2. Finance Director Ms. Angela Jackson  
For Mayor and Council to review and approve the Millage Rate at 8.100 for the City of Fairburn.  
The motion to approve was made by Councilman Pallend and the second was provided by Councilman Heath. Vote: 6-0 Motion Carried
3. Finance Director Ms. Angela Jackson  
For Mayor and Council to review and approve the Fiscal Year 2019-2020 budget for the City of Fairburn. The proposed budget for Fiscal Year 2020 is \$54,182,538 and includes budget amendments totaling \$297,510 for the General Fund, \$29,712 for the Confiscated Asset Fund and \$174,510 for the Technology Fee Fund. The FY2019-2020 proposed General Fund budget represents a 4% increase over FY2019 budget due to additional funding in the Grants Fund, Capital Projects Fund, TSPLOST Fund, Confiscated Asset Fund and the Technology Fee Fund.  
The motion to approve was made by Councilman Smallwood and the second was provided by Councilman Heath. Vote: 6-0 Motion Carried

XII. Council Comments:

Councilwoman Portis-Jones stated that she was happy about the light that was installed at Campbellton and Highway 92. Councilwoman Portis-Jones also spoke about her trip to Washington D.C. to speak with Congress about the impact a government shutdown would have on the communities around the nation and lobbied to help avoid a shutdown.

Councilman Pallend had no comment.

Councilman Smallwood thanked the community for attending the Council Meeting.

Mayor Pro Tem Davis proclaimed her admiration for the effort put forth by Mr. Tommy Sheats with spearheading the traffic light installation in the City of Fairburn.

Councilman Heath explained his appreciation to Mr. Tommy Sheats for his persistence with G-DOT who obtained the approval of the traffic light being installed.

Councilman Whitmore offered his condolences to The Sheats family on their loss and informed the audience that early voting starts October 15, 2019.

Mayor Carr-Hurst expressed her gratitude to Mr. Tommy and Ms. Shana Sheats for their hard work and tenacity that ultimately lead to the installation of the traffic light that will be fully operable on Thursday, September 26, 2019.

- XIII. Executive Session: At 7:57 p.m. a motion to enter executive session for personnel was made by Councilman Whitmore and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

- XIV. Adjournment: At 8:18 p.m. with no further business of the City of Fairburn the motion to adjourn was made by Mayor Pro-Tem Davis and the second was provided by Councilman Whitmore.

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Arika Birdsong-Miller, City Clerk

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Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: A RESOLUTION CREATING THE 2020 CENSUS PARTNERSHIP WITH FAIRBURN, GEORGIA.**

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☒ RESOLUTION

☐ CONTRACT  
☐ OTHER

**Submitted: 10-04-2019   Work Session: 10-14-2019   Council Meeting: 10-14-2019**

**DEPARTMENT:** Planning and Zoning

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ Yes      ☒ No

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**PURPOSE:** For Mayor and Council to approve a Resolution creating the 2020 Census Partnership with Fairburn, Georgia.

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** For Mayor and Council to approval of the Resolution that will create the 2020 Census Partnership with Fairburn, Georgia.

A handwritten signature in blue ink, reading "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*

**A RESOLUTION CREATING THE  
2020 CENSUS PARTNERSHIP WITH FAIRBURN, GEORGIA**

**WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population, provide a historic opportunity to help shape the foundation of our society, and play an active role in American democracy; and

**WHEREAS**, Fairburn, Georgia is committed to ensuring every resident is counted; and

**WHEREAS**, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance, based in part on census data and housing; and

**WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the accurate and fair redistricting of state legislative seats, county and city councils, and voting districts; and

**WHEREAS**, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

**WHEREAS**, the information collected by the Census is confidential and protected by law; and

**WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens; and

**NOW, THEREFORE, BE IT RESOLVED** that Mayor Elizabeth Carr-Hurst and City Council for the City of Fairburn is committed to partnering with the U.S. Census Bureau and the State of Georgia and will:

1. Support the goals and ideas for the 2020 Census and will disseminate 2020Census information.
2. Encourage all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide census advocates to speak to City and Community Organizations.
4. Support census takers as they help our County complete an accurate count.  
Strive to achieve a complete and accurate count of all persons within our borders.

Adopted this 14<sup>th</sup> day of October 2019.

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Elizabeth Carr-Hurst, Mayor

Attest:

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Arika Birdsong-Miller, City Clerk



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: A RESOLUTION CREATING THE 2020 CITY OF FAIRBURN COMPLETE COUNT COMMITTEE**

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

**Submitted: 10-04-2019   Work Session: 10-14-2019   Council Meeting: 10-14-2019**

**DEPARTMENT:** Planning and Zoning

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ Yes      ☒ No

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**PURPOSE:** For Mayor and Council to approve a Resolution creating the 2020 City of Fairburn Complete Count Committee.

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** For Mayor and Council to approval of the Resolution that will create the 2020 City of Fairburn Complete Count Committee.

A handwritten signature in blue ink that reads "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*

**A RESOLUTION CREATING THE 2020 CITY OF FAIRBURN  
COMPLETE COUNT COMMITTEE**

**WHEREAS:** the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons; and

**WHEREAS,** the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count; and

**WHEREAS,** the City of Fairburn Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to educate and motivate residents to participate in the 2020 Census; and

**WHEREAS,** the City of Fairburn Complete Count Committee will work with the Census Bureau and the State of Georgia to strive for an accurate count.

**NOW THEREFORE, BE IT RESOLVED THAT THE** Mayor and Council of the City of Fairburn establishes a 2020 Census Complete Count Committee.

Adopted this 14<sup>th</sup> day of October 2019.

Attest:

\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

\_\_\_\_\_  
Arika Birdsong-Miller, City Clerk



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: CITY OF SOUTH FULTON FIRE RESCUE AUTOMATIC AID AGREEMENT**

( X ) AGREEMENT                      (   ) POLICY / DISCUSSION                      (   ) CONTRACT  
(   ) ORDINANCE                      (   ) RESOLUTION                      (   ) OTHER

Submitted: 10/03/2019                      Work Session: 10/14/2019                      Council Meeting: 10/14/2019

**DEPARTMENT:** Fire

**BUDGET IMPACT:** None

**PUBLIC HEARING?** (   ) Yes                      ( X ) No

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**PURPOSE:** For the City of Fairburn to agree to provide and receive Automatic Aid to and from the City of South Fulton in order to provide additional fire protection in the coverage areas that have extended response times.

**HISTORY:** None.

**FACTS AND ISSUES:** In areas that are congruent with Fairburn City limits but have extended response times from the City of South Fulton, Fairburn Fire may be asked to respond to a fire incident in that area. This agreement will also require, that if necessary, the City of South Fulton will respond to fire incidents in City of Fairburn areas within close proximity to a City of South Fulton fire station. This agreement will allow the closest fire unit to respond to structure fires in the timeliest manner and reduce the extended response times for both jurisdictions. The City of Fairburn has similar Automatic Aid Agreements with Palmetto, Union City and Fayette County.

**RECOMMENDED ACTION:** It is recommended that Mayor and Council approve the Automatic Aid Agreement between the City of South Fulton Fire Rescue and Fairburn Fire Department.

A handwritten signature in blue ink that reads "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*

## **AGREEMENT OF AUTOMATIC AID**

### **City of South Fulton Fire Rescue and Fairburn Fire Rescue**

This Agreement of Automatic Aid (referred to herein as "Agreement") is entered into by and between the City of South Fulton, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council, and the City of Fairburn, Georgia, organized and existing under the laws of the State of Georgia (referred to herein as "Fairburn"), acting by and through its duly elected Mayor and Council (the parties collectively referred to herein as the "Parties").

#### **WITNESSETH:**

**WHEREAS**, City of South Fulton and City of Fairburn are contiguous,

**WHEREAS**, City of South Fulton and City of Fairburn each maintain and staff a fire department for fire prevention, fire suppression, hazardous material, technical rescue, and support services;

**WHEREAS**, City of South Fulton and City of Fairburn have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental automatic assistance to the other Party for fire suppression in accordance with this Agreement, and to take part in joint training exercises; and

**WHEREAS**, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as "Automatic Aid") pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69-3, et seq.- "The Georgia Mutual Aid Act."

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

#### **ARTICLE 1: AUTOMATIC AID**

**Paragraph 1.0** The Parties shall establish a mutually beneficial response district (referred to herein as the "Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the South Fulton Fire Chief and Fairburn Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the South Fulton Fire Chief and the Fairburn Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval or both parties.

**Paragraph 1.1** In the event of a fire emergency in the Response District, City of South Fulton and City of Fairburn shall furnish such fire resources as defined in the Memorandum of Understanding ("MOU") attached as "Addendum B" to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement. In consideration of each Party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the Response District, a predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point where the

emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures will be developed by the South Fulton Fire Chief and Fairburn Fire Chief. These details are stipulated in the MOU and signed by the Chiefs of both Parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

**Paragraph 1.2** The level of Automatic Aid shall exist at a level mutually agreed upon by the South Fulton Fire Chief and Fairburn Fire Chief as stated in the MOU. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
- b. In fulfilling their obligations provided in this Agreement, both Parties shall comply with the procedures set forth in the MOU attached in Addendum B.

**Paragraph 1.3** It is further agreed that the Fire Chiefs of both City of South Fulton and Fairburn, or their designees, will ensure training is schedule between South Fulton Fire Rescue and Fairburn Fire Rescue, at a minimum, Quarterly in accordance with the MOU. This will insure the operational efficiency of this Agreement.

**Paragraph 1.4** The amount and type of assistance, fire rescue response, limitations, training, communications, dispatch to emergencies, incident command, fire incident reporting are stated in detail in the MOU.

## **ARTICLE 2: SUPERVISION**

**Paragraph 2.0** The furnishing jurisdiction shall dispatch a Chief Officer [Incident Command System (referred to herein as "ICS"), National Incident Management System (referred to herein as "NIMS") Qualified Incident Commander]. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

**Paragraph 2.1** When the furnishing jurisdiction's [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer arrives before the [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer of the receiving jurisdiction, the furnishing jurisdiction's Chief Officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

**Paragraph 2.2** Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2.0.

**Paragraph 2.3** All general direction, relative to the work, will be given by the appropriate officers of the receiving jurisdiction to the [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

### **ARTICLE 3: LIABILITY**

**Paragraph 3.0** There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

**Paragraph 3.1** No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

**Paragraph 3.2** All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

**Paragraph 3.3** Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

### **ARTICLE 4: CONSIDERATIONS**

**Paragraph 4.0** No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

**Paragraph 4.1** It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

**Paragraph 4.2** Each Party to this Agreement shall comply with the Workers' Compensation laws of the State of Georgia at no cost to the other party.

**Paragraph 4.3** Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

### **ARTICLE 5: RELEASE OF CLAIMS**

**Paragraph 5.0** Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not belong during the provision of service pursuant to this Agreement.

### **ARTICLE 6: INJURIES TO PERSONNEL**

**Paragraph 6.0** Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

## **ARTICLE 7: THIRD PARTY BENEFICIARIES**

**Paragraph 7.0** This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

## **ARTICLE 8: TERM OF AGREEMENT**

**Paragraph 8.0** This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

## **ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID**

**Paragraph 9.0** Fulton County emergency services (referred to herein as the "Fulton County 911 Center") will dispatch all first responder units as per this Agreement. Fire apparatus will respond on first and multiple alarm structural fire in the Response District. Aid will be dispatched to reported structural fires on the initial alarm. The aid shall be provided 24 hours a day, 365 days a year.

## **ARTICLE 10: ENTIRE AGREEMENT**

**Paragraph 10.0** This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 10.1** This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the parties.

## **ARTICLE 11: TERMINATION**

**Paragraph 11.0** Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

## **ARTICLE 12: SEVERABILITY OF TERMS**

**Paragraph 12.0** In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 13: NOTICES**

**Paragraph 13.0** All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To South Fulton:

City of South Fulton  
Attn: City Manager  
5440 Fulton Industrial Blvd  
Atlanta, Ga 30336

City of South Fulton  
Attn: Fire Chief  
5440 Fulton Industrial Blvd Atlanta,  
Ga 30336

To City of Fairburn

City of Fairburn  
Attn: City Manager  
56 Malone St  
Fairburn Ga 30213

City of Fairburn  
Attn: Fire Chief  
56 Malone St  
Fairburn Ga 30213

#### **ARTICLE 14: GOVERNING LAW**

**Paragraph 14.0** This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

#### **ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURISDICTION**

**Paragraph 15.0** Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual Automatic Aid.

#### **ARTICLE 16: INSURANCE**

**Paragraph 16.0** Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

## **ARTICLE 17: COUNTERPARTS**

**Paragraph 17.0** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

### **Addendum A**

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of South Fulton and the City of Fairburn Fire Departments will be considered the corporate limits of both cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both City of South Fulton and City of Fairburn in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of City of South Fulton and City of Fairburn, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.

## **Addendum B**

### **MEMORANDUM OF UNDERSTANDING**

#### **AGREEMENT OF AUTOMATIC AID BETWEEN THE CITY OF SOUTH FULTON FIRE RESCUE AND THE CITY OF FAIRBURN FIRE RESCUE**

This Memorandum of Understanding ("MOU") is authorized by the Mayor and council of both The City of South Fulton and The City of Fairburn in an agreement dated \_\_\_\_\_.

The purpose of this MOU is to outline the procedures for implementing the Automatic Aid or Assistance response between the City of South Fulton Fire Rescue and the City of Fairburn Fire Rescue. This MOU is a guide for routine operations.

#### **AMOUNT AND TYPE OF ASSISTANCE**

This Agreement is for the exchange of fire service in specified Response District. Fire apparatus will respond on first or multiple alarm structural fire incidents in the Response District.

Companies required in addition to first or multiple alarm assignment must be requested in accordance with procedures established in this Agreement.

The 'Automatic Response' that may normally be expected within the ' Automatic Response District' for structure fire responses only will be:

##### **South Fulton Fire Department:**

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

##### **Fairburn Fire Department:**

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

These response levels may be altered by written agreement between the Fire Chiefs of both City of South Fulton and The City of Fairburn, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.

#### **LIMITATIONS**

If the agreed upon response from either Party is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

## **TRAINING**

Joint training exercises are to be conducted, at a minimum, Quarterly. The training exercises will be coordinated and observed by the City's Fire Chiefs, for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- 5-inch Hose Program Procedures
- HART Procedures and Capabilities
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Fire Ground Strategy and Tactics
- Live Fire Evolutions
- Water Shuttle Operations
- Search and Rescue Operations
- RIC (Rapid Intervention Crew) Operations
- Incident Safety Officer
- Use of Water Additives
- Water Rescue and Underwater Recovery Operations

## **COMMUNICATIONS**

Communications between both cities is provided by Fulton County 911 center.

Communications from dispatch center to mobile units will be on 800MHZ frequency.

Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be responsibility of each department. Maintenance training and replacement of radios will be the responsibility of the department that owns the radios.

## **DISPATCH TO EMERGENCIES**

Upon receipt of an alarm in any of the designated response areas, the Fulton County 911 center will immediately dispatch both cities. Should the agreed upon assistance not be available, the requesting department will be notified.

### **INCIDENT COMMAND**

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall the jurisdictional department upon arrival at the scene will assume command of the incident.

### **FIRE INCIDENT REPORTING**

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

### **REVISIONS**

This MOU may be revised or amended at any time by mutual agreement of the Fire Chief of the City of South Fulton and the City of Fairburn.

Date \_\_\_\_\_

BY CITY OF SOUTH FULTON, GEORGIA:

Attest:

\_\_\_\_\_  
Diane White, City Clerk      Date

Approved as to Form:

\_\_\_\_\_  
Emilia C. Walker, City Attorney      Date

\_\_\_\_\_  
Bill Edwards, Mayor      Date

\_\_\_\_\_  
Freddie Broome, Fire Chief      Date

BY CITY OF FAIRBURN, GEORGIA:

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk    Date

\_\_\_\_\_  
\_\_\_\_\_, Mayor    Date

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney    Date

\_\_\_\_\_  
\_\_\_\_\_, Fire Chief    Date





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AGREEMENT WITH USIC UNDERGROUND FACILITIES AND MARKING SERVICE.**

( X ) AGREEMENT      ( ) POLICY / DISCUSSION      ( ) CONTRACT  
( ) ORDINANCE      ( ) RESOLUTION      ( ) OTHER

Submitted: 10/08/2019      Work Session: 10/14/2019      Council Meeting: 10/14/2019

**DEPARTMENT:** Electric and Water

**BUDGET IMPACT:** The budget impact of this agreement will be approximately \$58,656.00. The proposed expenditures will come out of the Electric Account (510-0000-52-3900) and Water Account (505-0000-52-3900).

**PUBLIC HEARING?** ( ) Yes      ( X ) No

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**PURPOSE:** For Mayor and Council to approve agreement with Underground Facilities and Marking Service Agreement for 2019 – 2020.

**HISTORY:** The Utility Department traditionally had 2 employees designated as locators at the salary of \$58,656.00.

**FACTS AND ISSUES:** The agreement with USIC is with the understanding that task orders associated with USIC, would be issued on an as needed basis.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve USIC, Underground Facilities and Marking Service Agreement and authorize the Mayor to sign the agreement.

  
Elizabeth Carr-Hurst, Mayor

**UNDERGROUND FACILITIES LOCATING AND MARKING  
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of October 2, 2019, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Fairburn (**Customer**).

**BACKGROUND**

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

**AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
  - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
  - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
  - 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.

- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.
- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.

- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than 30 minutes at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within the outside dimensions in inches of both sides of an Underground Facility as regulated by the State of Georgia – 24 Inches
- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services

as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.

- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.
- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such

maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints

up to date with accurate information. USIC bears no liability for Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.

3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.

3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement shall be effective as of October 14, 2019, and continue for a period of 12 months, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.

4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.

4.3 Either party to this Agreement can terminate this Agreement upon 30 days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the

Damage to Customer's Facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.

- 5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.
- 5.3 USIC shall be entitled to collect an investigation fee for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.
- 5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

- 6.1 USIC will be responsible for paying Customer's Restoration Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and b) the Damage to Customer's Facilities

constitutes an At Fault Damage. Restoration costs payable by USIC shall at no time collectively exceed Electric \$2,500 per incident and Water \$0.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees. USIC's total liability for all claims of any kind arising from or related to the formation, performance or breach of this contract or any services provided hereunder shall not exceed the annual value of this Agreement.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or

(c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by %.

- 8.2 USIC may on a semiannual basis adjust fees based upon fluctuation in fuel prices. The adjustment will be based on "U.S. Regular Conventional Retail Gas Prices" from the US Department of Energy site: [http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mo\\_gas\\_history.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mo_gas_history.html). The average fuel price over the previous 6-months will be reviewed every Contract Year on January 1st and July 1st and pricing will be adjusted when applicable based the average fuel price as outlined in the chart below. There will be no adjustment in fees as long as the average fuel price is at or below \$3.99. For example, if the average fuel price for the previous 6-months is \$4.00 - \$4.49 on July 1, fees will be increased by 1.50% for the next 6-month period through December 31st. If the reviewed average 6-month fuel price (on January 1st or July 1st) drops below \$4.00, the increases will cease to be in effect.

**6-month Average Fuel**

<b>Price per Gallon</b>	<b>Rate Increase</b>
\$4.00 - \$4.49	1.50%
\$4.50 - \$4.99	Additional 1.00%
\$5.00 - \$5.49	Additional 1.00%
\$5.50 +	Additional 1.00%

9. Equal Employment

- 9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic

information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Dispute Resolution

11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the

parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.

- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

**This Area Intentionally Left Blank**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Fairburn, GA

USIC Locating Services, LLC

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Elizabeth Carr-Hurst  
(Please print)

Brian Wimberger  
(Please print)

Title: Mayor

Title: Vice President

Date 10/2/2019

City of Fairburn Georgia  
ATTN: Mayor Elizabeth Carr-Hurst  
56 Malone Street S.W.  
Fairburn, Georgia 30213  
770-964-2244 Extension 116,

### **Exhibit A**

USIC Locating Services, LLC shall provide services for the following:

- **State(s):** Georgia
- **Facility Type(s):** Electric Distribution, Water, Sanitary & Storm Sewer
- **CDC Code(s):**

Water = FBN01

Electric Distribution = FBN02

Sanitary & Storm Sewer = FBN03

**Exhibit B**

USIC Locating Services, LLC will charge for services rendered hereunder:

**Water**

<b>\$ 13.00</b>	<b>Per Ticket Received from the One Call</b>
<b>\$ 35.00</b>	<b>Per Normal / After Hour Emergency Call Out Ticket</b>
<b>\$ 15.00</b>	<b>Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes</b>
<b>\$ 150.00</b>	<b>Per Non-At Fault Damage Investigation</b>

**Electric Distribution**

<b>\$ 11.00</b>	<b>Per Ticket Received from the One Call</b>
<b>\$ 35.00</b>	<b>Per Normal / After Hour Emergency Call Out Ticket</b>
<b>\$ 15.00</b>	<b>Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes</b>
<b>\$ 150.00</b>	<b>Per Non-At Fault Damage Investigation</b>

**Sanitary & Storm Sewer**

<b>\$ 11.00</b>	<b>Per Ticket Received from the One Call</b>
<b>\$ 35.00</b>	<b>Per Normal / After Hour Emergency Call Out Ticket</b>
<b>\$ 15.00</b>	<b>Project Price Per Quarter Hour for Tickets that Exceed 30 Minutes</b>
<b>\$ 150.00</b>	<b>Per Non-At Fault Damage Investigation</b>

Mail Invoices To: City of Fairburn Georgia  
ATTN: Angela Jackson  
56 Malone Street S.W.  
Fairburn, Georgia 30213  
770-964-2244 Ext 116  
[ajackson@fairburn.com](mailto:ajackson@fairburn.com)

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of invoice date.



**USIC Locating Services Contract for the City of Fairburn Georgia  
Information Requested to Populate a Service Agreement**

**Full Name, Title and phone number of person that will be executing the agreement**

Elizabeth Carr-Hurst  
Mayor, City of Fairburn Georgia  
(770) 964-2244 Extension 116

**Full Name, Title, Phone number and email address for City contact that will be receiving the monthly bill**

Angela Jackson  
Finance Director  
(770) 964-2244 Extension 118  
[ajackson@fairburn.com](mailto:ajackson@fairburn.com)  
56 Malone Street S.W.  
Fairburn, Georgia 30213

**Full Name, Title, Phone number (Office & Cell), and email address for city contact that will be providing**

Tarika Peaks  
Senior Planner  
Office (770) 964-2244 Extension 120  
Cell (678) 332-9099  
[tpeaks@fairburn.com](mailto:tpeaks@fairburn.com)

**City Operations contacts (Full Name, Title, Phone number & Cell number) that our operations team will**

E. Lee Hauesler  
Interim Utilities Director  
[lhauesler@fairburn.com](mailto:lhauesler@fairburn.com)  
Office (770) 964-2244 Extension 313  
Cell (229) 3 343-0303  
Or  
Edward E. Powell  
Electric Superintendent  
Office (770) 964-2244 Extension 314  
Cell (404) 427-0611

PROTECTING & MAINTAINING INFRASTRUCTURE

# *City of Fairburn, GA*



## ***Request For Proposal***

***Utility Locating and Marking Services***

*Prepared By*  
USIC Locating Services, LLC  
Edward Dubuc  
Business Development Manager  
608-335-8945



## USIC PRICING PROPOSAL FOR CITY OF FAIRBURN - GA

### *Pricing – Water - CDC Code FBN01*

- |                                     |                    |
|-------------------------------------|--------------------|
| • Per One Call Ticket               | \$13.00            |
| • Project                           | \$15.00 Per ¼ Hour |
| • Emergency One Call Ticket         | \$35.00 Flat Fee   |
| • Non-At Fault Damage Investigation | \$150.00           |

❖ Above pricing will have a restoration limit of liability of \$0 per occurrence

### *Pricing – Electric Distribution - CDC Code FBN02*

- |                                     |                    |
|-------------------------------------|--------------------|
| • Per One Call Ticket               | \$11.00            |
| • Project                           | \$15.00 Per ¼ Hour |
| • Emergency One Call Ticket         | \$35.00 Flat Fee   |
| • Non-At Fault Damage Investigation | \$150.00           |

❖ Above pricing will have a restoration limit of liability of \$2,500 per occurrence

### *Pricing – Sanitary & Storm Sewer - CDC Code FBN03*

- |                                     |                    |
|-------------------------------------|--------------------|
| • Per One Call Ticket               | \$11.00            |
| • Project                           | \$15.00 Per ¼ Hour |
| • Emergency One Call Ticket         | \$35.00 Flat Fee   |
| • Non-At Fault Damage Investigation | \$150.00           |

❖ Above pricing will have a restoration limit of liability of \$0 per occurrence

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### **Pricing Definitions**

**Per One Call Ticket** – All tickets received from State One Call. Each ticket granted 30 minutes of locating time.

**Project Rate** – If locating the City of Fairburn utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after the first thirty minutes of locating time.

**Emergency One Call Ticket** – USIC will receive and respond to all City of Fairburn Emergency tickets sent in by the state One Call System. This response will be 24 hours a day / 365 day a year. The State One Call Laws will identify what constitutes an emergency ticket before the State One Call can send out an emergency ticket. USIC will immediately respond in accordance to the One Call Laws for your area.

**Non-At Fault Damage Investigation** – USIC will respond and investigate all damages to the City of Fairburn utility. Should the final findings by both parties prove that USIC is clearly not the party causing the damage, USIC will be compensated \$250.00 for the time to perform the Damage Investigation and provide report to Vestas. This fee is typically a roll through fee that City of Fairburn can charge back to the damaging party.

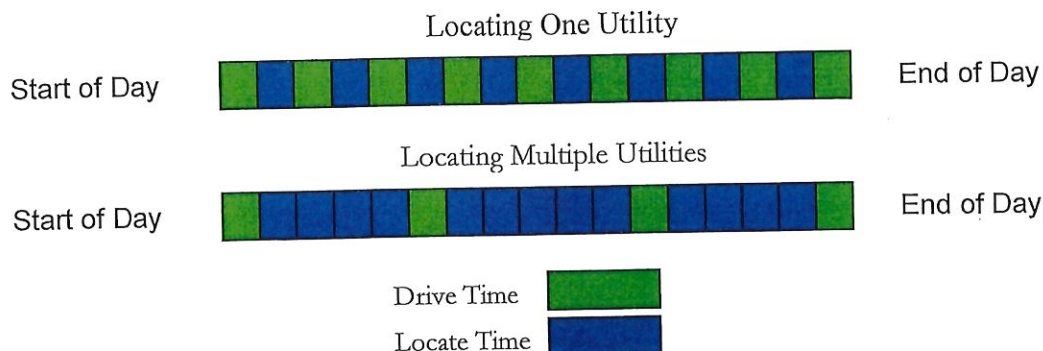
*In addition to saving money on locating expense, City of Fairburn will experience the added value of using our Professional Damage Prevention Services.*

#### OUR VALUE PROPOSITION INCLUDES:

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary
- Professional Services Summary

#### BASIC ECONOMIC VALUE

- USIC currently visits every job site already for other utility clients creating *economies of scale that cannot be matched* internally or by any other vendor.



## RISK MANAGEMENT

- USIC *investigates every damage occurrence. Reports Upon Request*
- USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports.
- Each report includes pre and post dig photos and all pertinent documentation.
- All reports are prepared electronically and uploaded through wireless technology.
- All damage reports made available for use in claims recovery efforts
  - Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

## ADVANCED TECHNOLOGY

- USIC utilizes an in-house proprietary 'real time' ticket management system (TicketPro) that reflects 30 plus years of locating experience. The depth of TicketPro cannot be matched by any 'off the shelf' ticket management system.
- USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).
- *City of Fairburn will have direct, real time access* to our ticket management system (*Customer Portal*). City of Fairburn will have ability to:
  - View tickets as they come in from the State One Call service "Real-Time"
  - Quickly identify when ticket is due and if completed, time it was completed and what was located.
  - Query any ticket by ticket number
  - View all post locate photos attributed to that located
  - Additional information package available upon request.

## PROFESSIONAL SERVICES

- City of Fairburn increases labor support.
- City of Fairburn increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.
- Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager
- Accurate and timely locates to include pre-dig photographs to assist in damage recovery.
- USIC uses the latest technology and works 'real time' in a paperless environment to ensure data integrity.
- USIC encourages regular performance meetings with City of Fairburn
- USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National

- Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.
- USIC provides all labor and materials to include all after hours emergencies, weekends and holidays. We manage the work, you manage us.
- USIC provides City of Fairburn all data and tools necessary to professionally manage their damage prevention program.

## **City of Fairburn, GA**

*In partnership with*

## **USIC Locating Services, LLC**



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** An Agreement for Fulton County-Atlanta Action (FACAA) Inc. to accept payments for the Energy Assistance Program and utilize the City of Fairburn's Annex Building to conduct sessions

☒ ( X ) AGREEMENT  
☐ ( ) ORDINANCE

☐ ( ) POLICY / DISCUSSION  
☐ ( ) RESOLUTION

☐ ( ) CONTRACT  
☐ ( ) OTHER

**Submitted:** 10/8/2019

**Work Session:** 10/14/2019

**Council Meeting:** 10/14/2019

**DEPARTMENT:** The Office of the Mayor

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ ( ) Yes ☒ ( X ) No

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**PURPOSE:** For Mayor and Council to approve an Agreement for Fulton County-Atlanta Action Authority Inc. (FACAA) to accept Low Income Home Energy Assistance Program (LIHEAP) payments from Fulton County residents and to utilize the City of Fairburn's Annex Building.

**HISTORY:** The Energy Assistance program, administered by DFCS, provides assistance in paying electric bills for customers in financial need. This program has been in existence since 2008.

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** For Mayor and Council to approve an Agreement for Fulton County-Atlanta Action Authority Inc. (FACAA) to accept Low Income Home Energy Assistance Program (LIHEAP) payments from eligible residents in Fulton County and to utilize the City of Fairburn's Annex Building from November 4<sup>th</sup>, 2019 to January 4<sup>th</sup>, 2020 for FACAA's heating sessions, and from April 1<sup>st</sup>, 2020 to May 1<sup>st</sup>, 2020 for FACAA's cooling sessions

  
**Elizabeth Carr-Hurst, Mayor**



1690 Chantilly Drive, NE

Atlanta, GA 30324

404-320-0166 Phone

404-320-9866 Fax

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between **Fulton-Atlanta Community Action Authority, Inc.** hereinafter referred to as **FACAA** and **Fairburn Annex**, 40 Washington Street Fairburn, GA 30213 and hereinafter referred to as the **FA** agree that this MOU shall be effective for the 1<sup>st</sup> session November 4, 2019 and terminate on or before January 4, 2020 /2<sup>nd</sup> session April 1, 2020 and terminate on or before May 1, 2020 or until funds are expended. The purpose of this MOU is to complete Low Income Home Energy Assistance Program (LIHEAP) applications on eligible residents in Fulton County. This program is designed to make one (1) payment to an eligible applicant's home heating account.

### **FA will:**

1. Provide intake space for up to two (2) FACAA LIHEAP intake associates on Mondays and Wednesdays from 9a.m. to 5p.m. beginning November 4, 2019.
2. Provide waiting space for customers seeking to apply to make application for the LIHEAP Program.
3. Ensure accessibility to bathrooms and staff break areas.
4. Abide by all state and federal laws, rules and regulations regarding the confidentiality of records at all times in an order to safeguard and protect the privacy of applicant information.
5. Designate an on- site contact person to insure consistent and positive communication between the partners.

### **FACAA will:**

6. Provide up to two (2) FACAA LIHEAP intake associates to conduct LIHEAP related intake activities on Mondays and Wednesdays from 9a.m. to 5p.m. beginning November 4, 2019.
7. Ensure that LIHEAP informational fliers are available for dissemination to eligible participants.
8. Serve applicants by appointment and accommodate up to 5 walk- ins daily.
9. Abide by all state and federal laws, rules and regulations regarding the confidentiality of records at all times in an order to safeguard and protect the privacy of applicant information.
10. Provide a FACAA team leader to provide oversight of the intake process and serve as the FACAA on site liaison.

**DRUG FREE WORKPLACE:** FA will abide by mandates of laws, funding providers and local ordinances in establishing and maintaining a drug free workplace.

**NONDISCRIMINATION BY PARTNER AND FACAA:** AHC and will comply with Federal and State laws, rules and regulations and FACAA policies relative to nondiscrimination in employment and client service practices on the basis of political affiliation, religion, race, color, sex, handicap, age or national origin. The LIHEAP program is a federal program and is at no cost to eligible households.

**LIABILITY:** All partners shall be held liable for the actions taken by their staff and volunteers within the parameters of this agreement.

This agreement is voided if LIHEAP funds are expended or unavailable. In addition, this agreement may be terminated for any other reason by either party upon seven (7) days written notice.

Agreed To By: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor Elizabeth Carr-Hurst

Agreed To By: \_\_\_\_\_ Date \_\_\_\_\_  
Sharon Quinn  
FACAA VP/Programs

Agreed To By: \_\_\_\_\_ Date \_\_\_\_\_  
Joyce J. Dorsey  
FACAA President/CEO