



## FULTON COUNTY

*Vision*  
*People Families Neighborhoods*

*Mission*  
*To serve, protect and govern in concert with local municipalities*

*Values*  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

REQUEST FOR PROPOSAL NO. 08RFP0001YB-CL

### ANIMAL CONTROL SERVICES

For

Department of Health & Wellness

RFP DUE DATE AND TIME: December 13, 2007 11:00 A.M.

RFP ISSUANCE DATE: Friday, November 16, 2007

PURCHASING CONTACT: Charles Leonard, CAPA (404) 730-5823

PRE-PROPOSAL & FACILITY TOUR: Monday, November 26, 2007 10:00 A.M.

E-MAIL: [charles.leonard@fultoncountyga.gov](mailto:charles.leonard@fultoncountyga.gov)

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE

130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303

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## SECTION 1 INTRODUCTION

### 1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting qualified vendors to provide animal control services that will include all personnel, supplies, utilities and equipment for the unincorporated areas of Fulton County as well as the cities of Atlanta, East Point, Hapeville, Palmetto, Union City, Fairburn, Mountain Park, Roswell, Milton, Sandy Springs, Johns Creek, and Alpharetta. In addition, the City of College Park provides its own services and may require sheltering services only.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Animal Control Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 BACKGROUND

Fulton County Animal Services currently provides animal and rabies control services to unincorporated Fulton County and the cities of Atlanta, Roswell, Alpharetta, Mountain Park, East Point, Fairburn, Palmetto, Hapeville, Johns Creek, Milton, Sandy Springs and Union City. City of College Park provides its own service.

There are two (2) Fulton County Animal Service facilities:

1. Fulton County Animal Services, 860 Marietta Blvd, Atlanta, GA 30318  
This is the main shelter and approximately 400 animals are housed at this location at any given time.
2. Roswell Pet Adoption Center, 900 Mansell Rd., Suite 23, Roswell, GA 30076  
This is a small satellite pet adoption facility. All pets located at this center originate from the Fulton County Animal Services shelter and pets from the public are not accepted at this facility.

Regular field operation service is Monday - Friday from 7:00 AM - 10:30 PM and Saturday from 8:00 AM - 5:00PM. Limited and emergency animal control is also provided after hours, on Sundays and on holidays.

Animal Control Officers are authorized to issue citations for violations of animal related regulations including:

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- Leash Law
  - Dog in Heat
  - Cruelty to Animals
  - Special Permits
  - Animal License
  - Animal Bites
  - Dangerous Animals

Fulton County Animal Services is currently managed by the Southern Hope Humane Society.

### **1.3 Purchasing the RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

### **1.6 PRE-PROPOSAL CONFERENCE & FACILITY TOUR**

The County will hold a Pre-Proposal Conference and Facility Tour, on **November 26, 2007, beginning at 10:00 A.M.** at the Fulton County Animal Control Center located at 860 Marietta Boulevard, Atlanta, Georgia. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

### **1.7 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, December 13, 2007 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

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## **1.8 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

## **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person. Charles Leonard, Chief Assistant Purchasing Agent, (404) 730-5823, [charles.leonard@fultoncountyga.gov](mailto:charles.leonard@fultoncountyga.gov). Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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**SECTION 2**  
**INSTRUCTIONS TO PROPOSERS**

**2.1 PROCUREMENT PROCESS**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

**2.2 CONTRACT DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts

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between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **December 6, 2007 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing and Contract Compliance**

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**Attn: Charles Leonard  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303  
Email: [charles.leonard@fultoncountyga.gov](mailto:charles.leonard@fultoncountyga.gov)**

**RE: 08RFP0001YB-CL, Animal Control Services**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

**2.5 TERM OF CONTRACT**

The initial term of the contract shall be for a one (1) year term, with four (4), one (1) year renewal options. The contract must commence July 1, 2008 through May 31, 2009. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to four (4) additional one (1) year periods with the same terms and conditions with the final renewal ending May 21, 2013.

**2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

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## 2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the User Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## 2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## 2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## 2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

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## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard.

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Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.

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- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
  - The County reserves the right to discontinue negotiations with any selected Proposer.
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
  - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
  - The County may add to or delete from the Project Scope of Work set forth in this RFP.
  - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
  - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
  - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process,

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including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.21 REPORTING RESPONSIBILITIES**

The selected Vendor will report directly to the Department of Health & Wellness, Animal Control Contract Administrator, or designated representative of the department.

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## 2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
  - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
  - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
  - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
  - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

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**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**08RFP0001YB-CL, ANIMAL CONTROL SERVICES**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:  

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

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8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
  9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is

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responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

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25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
  26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
  28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
  30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
    - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
    - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
    - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

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31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
  32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, December 13, 2007 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS 08RFP0001YB-CL, Animal Control Services  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS 08RFP0001YB-CL  
Project # and Title  
[Technical or Cost Proposal]  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## **3.3 SCOPE OF WORK**

The selected vendor shall provide all personnel, all supplies, all utilities, and all equipment as hereinafter specified to perform those animal control services set forth in this RFP. The selected vendor may, where identified and with written approval by Fulton County, subcontract services related to the care of animals under the resulting contract. The selected vendor shall be fully responsible to the County for the acts and/or omissions of its subcontracted vendors and of persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relationship between any subcontracted vendor and the County. All costs or remuneration due for any subcontracted services shall be the responsibility of the selected vendor and shall be included in the selected vendor's cost to the County.

The selected vendor must provide services in accordance with the State of Georgia and Fulton County Animal Control Ordinances (For a copy of the current Ordinance see Fulton County Code of Laws). Changes to the Animal Control ordinances during the contract period may require this contract to be modified or otherwise amended to meet any new requirements or regulations promulgated under the State of Georgia or Fulton County Animal control ordinances. No other local or city animal control ordinances will be considered as a part of this RFP.

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The selected vendor shall provide the funding for Notice of Violation forms, citation forms, summonses, and complaints or the actual forms to be used by the Animal Control Officers (ACO). Reproduction of any other printed material is a vendor responsibility. The selected vendor shall be required to provide reference copies of Animal Control Ordinances for on-site review by the public.

Fulton County will provide contract monitoring of animal control services, to include but not be limited to regular quarterly monitoring reviews for Contract compliance. The selected vendor will be required to respond to and/or correct any performance discrepancies noted within the time specified by the appointed Fulton County Animal Control Contract Administrator (FCACCA).

### **3.3.1 ENFORCEMENT & SERVICE RESPONSE**

Animal Control Officers (ACOs) respond to requests for services called into the dispatcher at the Animal Control Center and after priority responses are met (**see 3.3.1.1, Response to Service Requests**), patrol on scheduled basis areas of designated responsibility. Animal Control Officers cite animal owners for violations of Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations. The officers impound stray dogs, cats, and other animals that are subject to impoundment; when necessary bring animals into the center under protective custody; enforce the quarantine of animals that have bitten a person(s); enforce the regulations governing classified and/or dangerous animals, inspect premises where animals are kept for sanitary conditions; ACO(s) will transfer the injured animals to the shelter or veterinarian or ensure that the owner (if present) of the animal seeks medical treatment, The ACO(s) will generally assist in a professional manner citizens and other law enforcement agencies who have requested help with domestic animal problems.

The selected vendor shall maintain the capability to receive calls from the public on a 24 hour seven day per week basis, accept and record requests for service and provide information to the public. During hours when the Animal Control Center is not open, the selected vendor must provide an answering service or other method to respond to all emergency calls 24 hours a day, 7 days a week. An answering service must provide satisfactory service in order for the selected vendor to accomplish the required service request response times as outlined in section 3.3.1.1.

#### **3.3.1.1. Response to Service Requests**

Animal Control Officers (ACOs) will be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority: (1) dog bites or animal attacks (2) injured animals; (3) Police Department,

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Fire Department emergency calls; (4) quarantine violations; (5) cruelty to animals; (6) animals in custody; (7) loose animals; (8) animal welfare checks.

The average response time to requests for service for priorities 1, 2 and 3 shall be no greater than forty-five (45) minutes. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and begins travel to the location of the service request after being dispatched.

The average response time of all responses to priorities 4 and 5 will be no greater than 4 hours. The average response time of all responses to priorities 6, 7 and 8 will be no greater than 24 hours.

Scheduled dispatch will be available at a minimum of 75 hours per week distributed throughout seven (7) days, Monday through Sunday, so as to provide coverage for the heaviest service request periods. Periodic adjustment of the times covered may be made by the selected vendor as necessary subject to County review and approval. To ensure officer safety, radio contact shall be made available between officers and an answering service when dispatch is not scheduled and officers are on duty. Animal Control Officers shall be available for response service seven days per week on a schedule approved by the FCACCA. At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be a designated on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Officers shall wear a uniform approved by the County's Animal Control Contract Administrator. The uniform must be clearly and easily distinguished from any uniform the selected vendor may use for non-animal control purposes.

### **3.3.1.2. Search and Seizure/ Impound of Animals**

The selected vendor shall establish policies and practices that comply with County and Municipal ordinances, regulations, and policies for impound of animals, as well as any applicable state laws for impound/search and seizure; and which comply with the Constitutional protections against unreasonable search and seizure. All impounded animals will be held for a minimum of seven (7) days.

### **3.3.1.3. Citations**

Upon becoming aware of a possible violation, through request for service, personal observation, analysis of records and data, or other method, enforcement officers shall conduct a thorough investigation. If after conducting a thorough investigation, the enforcement officers find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

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The Selected vendor will be required to complete the "thorough investigations" referenced in this section within 7 (seven) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

### **3.3.2. CARE OF ANIMALS**

The selected vendor shall staff and operate the Fulton County Animal Control Center at 860 Marietta Boulevard. The principal activity at the center shall be the proper care of animals taken in as a result of impoundment, owner release, protective custody, quarantine, and other reasons. The selected vendor shall have comprehensive written policies and procedures established for proper care and handling of animals. Proper care includes, but is not limited to, appropriate and sanitary food (FDA approved) and water, regular cleaning of kennels and cages, kindly handling, veterinarian care and/or medication that will alleviate animal suffering as determined by a veterinarian, and a vaccination schedule (including rabies). All vaccines given to an animal will be charged to the animal's owner according to the fee schedule approved by the County's Animal Control Contract Administrator unless the owner of the animal has proof that the animal is current on the particular vaccines given.

It shall be the selected vendor's responsibility to promptly attempt to notify the owner of any animal taken into custody when the owner can be identified. Notification shall be made within 24 hours by phone and if contact is not made, a certified, return receipt requested letter shall be sent to the owner within the 24 hour time frame. Records shall be kept on owner contact attempts and successes made by staff and/or volunteers.

Animals shall be kept at the center at least as long as prescribed under Fulton County animal control ordinances. All animals will be scanned for implanted microchips.

The County's Animal Control Contract Administrator may further specify and reasonably revise the animal care standards for incorporation by the selected vendor into the selected vendor's manual of policies and procedures.

#### **3.3.2.1. *Veterinarian Services***

The selected vendor will obtain the services of at least one Veterinarian licensed by the State of Georgia who shall be provided space at the center to treat animals under the center's care. The veterinarian shall provide on-site scheduled and necessary veterinary care and oversight of animals in the facility a minimum of forty (40) hours per week, at least (5) days per week excluding approved animal control center holidays, and at additional non-scheduled times as required by the contract. On days where a veterinarian is not on site to perform animal care services, a licensed veterinary technician(s) shall be present. Sick or injured animals shall be

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taken off site to subcontracted Veterinary clinics for immediate treatment when necessary.

At the animal control center, the veterinarian shall be responsible to supervise vaccinations, evaluate potential adoptability, and supervise the necessary euthanization of animals. The veterinarian will direct and monitor the care of injured and/or sick animals, and control drug supplies.

Arrangements shall be made with other licensed veterinarians for after-hours and emergency treatment of animals and consultation with animal control staff when the regular veterinarian is not available. These services shall be considered as "subcontracted services" under the contract. The selected vendor shall be responsible for and include the cost of these services as stated in Section 3.1, Paragraph 1. All sub-contracted services, including veterinarian services, must be in writing and approved by the Fulton County Animal Control Contract Administrator.

The selected vendor shall immediately attempt to identify and notify the owner of an injured animal and inform the owner of the need for veterinary care. Notification shall be made within 24 hours by phone and if contact is not made, a certified, return receipt requested letter shall be sent to the owner within the 24 hour time frame. The selected vendor is required to treat any injured animal that is brought to the center by selected vendor employees if the animal is licensed or otherwise identified as to its owner. Whether or not the owner is known, the selected vendor shall pay up to a maximum of \$150 for any services which are necessary to stabilize the animal and which are rendered as set forth in written agreements with the veterinarians or clinics which treat injured animals brought in by selected vendor employees. The selected vendor is to provide an examination of injured or sick animals that are brought to the Animal Control Center by good Samaritans; however the selected vendor is not responsible for those taken to other clinics for treatment. If the selected vendor decides to provide veterinary care in excess of the maximum amount of \$150 per injured animal, they may do so provided they use their own private funds or donations.

### **3.3.2.2. *Disaster Preparedness***

In collaboration with the County's Office of Emergency Preparedness, the selected vendor shall develop and implement a disaster preparedness plan for the Animal Control Facility to include the following in the event of a disaster: phone/radio contact and protocol, animal evacuation and care, and paperwork processes during computer down time.

### **3.3.3. REDEMPTION, ADOPTION, DISPOSAL OF ANIMALS**

The selected vendor shall, in accordance with Fulton County Animal control ordinances, release animals back to their owners after the latter have paid the

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prescribed fees. It shall be the selected vendors responsibility to promptly, within 24 hours, attempt to notify the owner of any animal taken into custody when the owner can be identified. The selected vendor shall make at least three documented attempts to contact the owners of any stray animal that has current identification of any type which provides information necessary to contact its owner.

The selected vendor shall promote and administer the adoption of unclaimed animals to responsible persons. All unclaimed animals will be evaluated for potential adoptability after seven days of impound. Adoption activities shall take place at the Marietta Boulevard facility, the Roswell satellite location or other approved locations by the Fulton County Animal control Contract Administrator. Each dog, cat and ferret over the age of three months selected for adoption will be given, if not currently vaccinated, a rabies vaccination before or at the time of adoption.

Animals which are not reclaimed or adopted shall be euthanized as specified under Fulton County animal control ordinances. Remains of euthanized animals shall be disposed as specified under Fulton County animal control ordinances. All adopted animals must be implanted with microchips (see section 3.8.2 Use of Chip implants for animal identification).

### **3.3.3.1.      *Onsite and Roswell Adoption Facilities***

The selected vendor will be responsible for providing onsite adoption activities/space at the Marietta Boulevard Animal Control Center location. The Roswell facility will be primarily used as an adoption center by the selected vendor. Both facilities will meet all applicable State and County laws, rules and regulations governing animal adoptions. The Roswell adoption facility will be staffed five days a week and during hours that are convenient to the public. All adoption procedures, locations and hours of operation, shall be approved by the Fulton County Animal Control Contract Administrator. The prospective vendor's bid will include the costs for the staffing and supplies necessary to run the Roswell facility. Only animals that were impounded at the Marietta Boulevard facilities under the County's ordinances (see 3.2.2. Search and Seizure/ Impound of Animals) will be placed in the Roswell Adoption Center.

### **3.3.3.2.      *Web Based Informational Program***

A web based informational program will be established and maintained promoting the activities of the animal control vendor. These activities will include but not be limited to adoptions, adoptable animals, hours of operations, polices, facilities locations, contact numbers, list of animals within the shelter and other information that would be beneficial to the public.

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### **3.3.4 MANDATORY STERILIZATION**

The selected vendor shall enforce the regulations which require the sterilization of cats and dogs adopted from the Animal Control Center. All sterilizations must be conducted before the animal goes to its new adoptive home. The County requires that mandatory sterilization can be done either by the vet or by contract which the selected vendor is required to strictly enforce before the animal goes into a new home

### **3.3.5 LICENSING**

The selected vendor shall administer the licensing of individual animals and animal facilities as stated in Fulton County Animal control ordinances. Before issuing facility licenses, the selected vendor shall inspect the facility premises for adherence to the facility standards of Fulton County Animal control ordinances.

The selected vendor shall conduct a license promotion and educational outreach program to foster an increase in compliance with licensing requirements. The selected vendor must provide a complete description of the license campaign program to be used to significantly increase dog license compliance.

### **3.3.6 CUSTOMER SERVICE**

The selected vendor shall manage the Animal Control Center twenty-four (24) hours per day, 365 days per year and shall have at least two paid staff within the Animal Control Center at least eight (8) hours per day. The selected vendor shall open the facility to the public at least 56 (fifty-six) hours per week, apportioned over 7 (seven) days per week, with the exception of the 10 holidays as approved by the County, and will be open to the public at least 6 hours per day on Saturday and Sunday, in accordance with a schedule approved in writing by the Contract Administrator. Citizens will be able to adopt, claim and turn in animals, purchase licenses, and conduct related business during the approved hours the facility is open to the public.

During after hours and holidays the selected vendor will provide a skeleton crew to feed/care for the animals at both facilities and place animal control officers in the field to respond to high priority calls.

A customer service recorded telephone message shall be used by the selected vendor during hours the center is not open to the public and staff is not available to directly answer incoming telephone calls. The customer service message shall allow the caller to leave a message or transfer to dispatch where they will have the option of speaking to a live person.

### **3.3.7 PUBLIC RELATIONS/PUBLIC EDUCATION**

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Fulton County emphasizes the need for the selected vendor to develop and maintain positive public relations. The selected vendor shall ensure the FCACF(s) and related staff/volunteers/activities serve as an information and problem solving resource and consistently provide prompt and courteous responses to the public.

The selected vendor shall be required to perform certain educational and public relations tasks in order to: decrease the number of unsterilized animals in Fulton County; reduce the number of dog bites; increase the number of animals licensed; increase the number of animals adopted from the Roswell Animal Adoption Facility; and present information regarding animal control issues. The selected vendor shall include outreach education to disabled individuals and other organizations representing disabled persons. These tasks will be accomplished through: education programs in the schools; various civic and service groups, ongoing media announcements, messages, interviews, and press releases; tours of the Animal Control Center; displays and promotional materials at fairs, dog shows and similar public functions; events at the animal control center, requested attendance at Animal Control Advisory Board meetings; and, other similar projects as requested by the County. The selected vendor shall initiate participation in media, public education, and public relations activities in addition to responding to invitations. Public Relations/Education events and publications shall be coordinated with the County and receive prior approval from the Contract Administrator.

The selected vendor will develop and employ written procedures to accommodate members of the public with hearing impairments or other disabilities. Such procedures must include arrangement for sign interpreters and access to (TTY/11) service. This service may be provided by independent subcontract, properly reviewed and approved by the Fulton County Animal Control Contract Administrator. The selected vendor will independently arrange for these services when required.

### **3.3.7.1            *Release of Information to the Public.***

The Selected vendor will comply with established policies and practices and applicable laws and County guidelines for release of information to the public. The selected vendor's policy and procedure manual shall include a policy on release of information to the public that reflects these practices, laws, and guidelines. The selected vendor will comply and assist in the preparation and publication of all open records requests through the County Attorney's Office.

### **3.3.8    USE OF CHIP IMPLANTS FOR ANIMAL IDENTIFICATION**

The selected vendor will scan all animals for implanted chips which are brought into the Marietta Blvd facility. If a chip is discovered within an animal during the scanning process, the chip will be used to assist in identifying the owner of the animal. The

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vendor will notify the owner of the implanted animal for reclamation purposes. The owner of the animal is responsible for all fees connected with the use of chip implants. All adopted animals must be implanted with microchips.

### **3.3.9 PERFORMANCE STANDARDS**

The County will assess selected vendor performance primarily in terms of the items listed below.

1. Timely response to requests for service as outlined in RFP item 3.2
2. Number of redemptions by percentage
3. Number of adoptions by percentage
4. Number of dog licenses issued
5. Responsiveness to selected vendor service complaints (\*see below)
6. Timeliness and accuracy of required monthly reports
7. Work hours expended (enforcement and non-enforcement hours).
8. Responsiveness to Administration Requests for Information and/or Improved or Modified Services (\*\*see below)

*\*All complaints submitted in writing to the selected vendor by the general public (on a County approved form) or are received by the County regarding selected vendor services and are referred back to the selected vendor to address and resolve. Regarding these complaints, the selected vendor will be required to report in writing to the County within the time period specified in the referral for each complaint.*

*\*\* The Animal Control Contract Administrator may forward to the selected vendor written communication requesting information and/or Improved or Modified Services". These written requests will be related to some provision of animal control. Requested information may require the selected vendor to forward an existing record or document, or construct the information to provide response. Improved or modified service requests will be initiated after administrative review, and may require the selected vendor change practice or policy to accomplish the request. The Selected vendor shall comply with these requests; a reasonable due date established by the County for response/implementation will be provided.*

### **3.3.10 ANIMAL CONTROL SERVICE UTILIZATION FEES, FEE COLLECTION/ DISPOSITION**

A schedule of all anticipated revenue generated by animal control service user fees shall be provided by the prospective vendor in the response to this RFP. The schedule should reflect all anticipated revenue from all proposed animal control activities. The schedule should also reflect if the collected fees will offset any cost to the County for animal control services rendered by the prospective vendor.

In accordance with established County procedures, the selected vendor shall report the collection of all animal control fees authorized by Fulton County Animal control

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ordinances. Formal procedures and safeguards shall be in place for the collection, separation by type, reconciliation, and deposit of all fee monies. The selected vendor will be required to accept payment by cash, check and credit card. The selected vendor will be responsible to follow up Non Sufficient Fund checks. The selected vendor will be responsible to track and record new and existing accounts with unpaid fees and to pursue collection of outstanding fees.

### **3.3.11 FACILITY, FURNISHINGS, CAPITAL EQUIPMENT & SUPPLIES**

#### **3.3.11.1 *Facilities***

The selected vendor shall perform all required animal services including adoptions at the County owned Animal Control Center located at 860 Marietta Blvd, Atlanta, GA 30318 and adoptions only at the Roswell Pet Adoption Center located at 900 Mansell Road, Suite 23, Roswell, GA 30076 unless written approval is obtained from the Fulton County Animal Control Contract Administrator.

#### **3.3.11.2 *Repairs and Maintenance***

While this contract is in effect the County will provide and directly pay for all necessary building repair and physical plant maintenance. The selected vendor is responsible for the cleaning the facility and grounds including keeping the kennels, in a clean and sanitary condition.

#### **3.3.11.3 *Use of Existing County Equipment***

The selected vendor shall utilize existing County owned capital equipment including vehicles, radios, office furniture and machines, computers, cages, appliances, lockers, kennel equipment, food dispensing devices, veterinary equipment and euthanasia facilities.

#### **3.3.11.3 *Computer Hardware and Software***

The selected vendor shall utilize existing County owned hardware and software.

#### **3.3.11.4 *Operating Supplies***

The selected vendor shall be required to purchase all operating supplies with contract funds. These include, but are not limited to: approved forms (with the exception of citations, summonses and complaint forms), educational and promotional materials; paper; toner; computer supplies; medicines; cleaning tools and detergents; disinfectants; uniforms and kennel garments; officer equipment (e.g. brief cases, first aid kits, flashlights); stretchers; approved animal feed; license

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tags, and cat and dog traps. The vendor must provide a minimum of 20 cat and 20 dog traps which will be used by the Animal Control Officers to catch roaming animals. All supplies purchased with contract funds remain the property of Fulton County, so supplies remaining from the last contract period may be available to the incoming selected vendor, however the County does not guarantee inventory or condition. Vendors should plan to conduct an operating supply inventory and purchase needed supplies at the beginning of the contract period.

### **3.3.12 VEHICLES**

The selected vendor will be required to utilize and maintain the existing twenty-one (21) vehicles equipped for animal control activities. An inventory of vehicles is attached in Section 9, Exhibits as Exhibit 2. Any requests for vehicle maintenance and/or replacement must be submitted for approval by the Animal Control Contract Administrator. Vendors should plan to conduct an inventory of vehicles and including the condition of the vehicles and submit to the Animal Control Contract Administrator 60 days after the issuance of the Notice to Proceed (NTP). The selected vendor must maintain all of the vehicles to be in a safe, professional condition. Records must be kept on all maintenance, problems, and mileage. The selected vendor must provide proof of automobile liability insurance.

### **3.3.13 RADIO EQUIPMENT**

The selected vendor must utilize the radio equipment for communication between the field and central dispatch at the Animal Control Center provided the County. The field radios and the control station must be compatible with and operate as part of Fulton County's trunked radio system. This system utilizes Motorola equipment at 800 MHz with Type II trunking protocols. The purpose of this requirement is to enable animal control personnel to communicate as necessary with other municipal enforcement agencies and personnel such as Public Works, Code Enforcement, Police Department and Fire Department supervisors. Also, the animal control staff will be able to work with the County Office of Emergency Management for coordination of activities related to care of animals in the event of a community disaster or emergency.

### **3.3.14 PERSONNEL**

The selected vendor shall employ an Animal Control Center Manager to supervise the staff and operations of the center. The manager must have a minimum of five years supervisory experience at an animal control shelter or at a humane society with a physical shelter location which houses more than 4000 animals per year, of which at least two years must have been as the Executive Director or Shelter Director at the animal control or humane society." Formal education may be substituted for up to three years of the non-management

experience. The Animal Control Center Manager position is subject to approval by the Animal Control Contract Administrator.

Vendors responding to this RFP shall include with their response, a personnel organization chart with assigned duties, hours of assigned work and rates of pay and years of experience. The enclosed tables are included for reference purposes only. Responding vendors should submit their own tables of organization with a minimum staffing of thirty (40) excluding professional services, i.e. attorneys, accountants.

Minimum staffing: the selected vendor may elect to staff at a higher level, or create or establish positions not listed in minimum staffing additional staff does not count toward the minimum required staffing.

**Table 1: Enforcement Staff (Field and Dispatch Personnel)**

<u>Position</u>	<u>Full-Time Equivalent (FTE)</u>	<u>Minimum Experience</u>
Enforcement Supervisor	3	Two (2) years code or law enforcement experience and two (2) years supervisory experience.
Animal Control Officer	15	Six (6) months experience in code or law enforcement. One (1) year formal education in a related field maybe substituted for six (6) months experience.
Dispatcher	2	One (1) year as full time dispatcher or one (1) year experience in customer service.
<b>Sub-Total Enforcement</b>	<b>20</b>	

**Table 2: Center Staff (Non-Enforcement) to provide for animal care, disposition, animal licensing and customer service.**

<b><i>Position</i></b>	<b><i>Full-Time Equivalent (FTE)</i></b>	<b><i>Minimum Experience</i></b>
Animal Control Center Manager	1	Minimum of five (5) years supervisory experience at an animal control shelter or at a humane society with a physical shelter location which houses more than 4000 animals per year, of which at least two (2) years must have been as the Executive.
Kennel Manager	2	Minimum of two (2) years paid experience in animal care in animal control facility, humane society, and/or a veterinary clinic. One (1) year of supervisory experience.
Veterinarian	2	Minimum three (3) months animal care experience, either paid or volunteer.
Customer Service Representative	4	Minimum one (1) year experience in customer service.
Other non-enforcement staff (animal care, animal licensing, public education, volunteer coordination,	11	
<b><i>Sub-Total Other Staff</i></b>	20	
<b><i>TOTAL</i></b>	<b><i>40</i></b>	

**3.3.14.1. Minimum Salaries for Enforcement Personnel**

Animal control enforcement personnel in the positions of Enforcement Supervisor, Animal Control Officers, and Dispatcher will be paid at a minimum rate of \$10.00 per hour.

**3.3.14.2 Training**

Fulton County emphasizes the need for training of staff and volunteers at the time of hire and on a regular continuing basis. A planned effective training program can enhance communication and accountability and have a positive impact on service to customers, complainants and animal owners.

The vendor should provide a fully developed staff training plan including training organizations and a schedule showing course descriptions/topics and hours of training to be provided for each position. Emphasis should be given to customer services for purposes of consistent, prompt, courteous and complete response to all field and center service requests. Because of the importance of effective customer service training, the selected

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vendor will be required to have an ongoing system of obtaining feedback about, assessing and improving quality of services provided by staff, this system should be addressed in the response.

The selected vendor shall be responsible for providing fully trained personnel in all aspects of contract performance including proper enforcement procedures and techniques.

Prior to the start of the contract, the selected vendor shall provide to all staff a professional training course in conflict resolution. Any new staff hired will also be provided similar training in conflict resolution prior to starting work. Thereafter, professional conflict resolution training will be provided to all staff on a regular annual basis.

The selected vendor shall provide 20 hours of enforcement training conducted by the National Animal Control Association (NACA) Training Academy or other professional enforcement organization. Training should include but not be limited to: animal behavior and capture techniques; investigation techniques interviewing, evidence collection, and report writing; and laws. This training shall be provided to the Enforcement Supervisor, all Animal Control Officers, and Dispatchers. These staff will have completed the training within three months of hire and prior to performing field duties on their own.\* It is acceptable for new hires to assist other Officers in the field prior to completing the professional enforcement training. In the event a new hire has completed the NACA Level I or II training or other professional animal control training within the last two years, and their training attendance and completion is confirmed in writing by the vendor to the contract administrator, the selected vendor may waive this requirement for that individual. Additionally, the selected vendor shall provide to all enforcement staff a minimum of 20 hours NACA-sponsored or other relevant enforcement training sponsored by a professional organization on an annual basis. This training does not include the regular ongoing training provided by the selected vendor.

(\*The County can waive the requirement of enforcement staff having NACA Level I or II training or other approved 40 hour enforcement training courses within three months of hire and prior to performing field duties on their own within one (1) year of being hired to allow the selected vendor to arrange for this staff training.)

The selected vendor is also required to provide a minimum of 40 hours relevant training per year per full time equivalent staff position for all other non-enforcement staff. These 40 hours of training are over and above the conflict resolution training. A minimum of 8 of the 40 training hours shall be completed in the first quarter of employment for each non-enforcement staff. The required 40 hours per year training will be provided by professional resources, and does not include the regular ongoing training provided by the selected vendor.

All training curriculum and courses must be submitted and approved in advance by the Animal Control Contract Administrator.

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Staff hours worked by individuals not meeting the training requirements do not count toward minimum staffing hours worked referenced in Section 3.17.2 of this RFP. Penalties will be assessed if minimum staffing hours and training requirements are not met. The County will waive the requirement of enforcement staff having NACA Level I or II training or other approved 40 hour enforcement training courses within three months of hire and prior to performing field duties on their own within one (1) year of being hired to allow the selected vendor to arrange for this staff training.

### **3.3.15 VOLUNTEER PROGRAM**

The selected vendor shall have an active volunteer program to support the center and related activities. The County encourages the use of volunteer support in all aspects of the program except field enforcement. The volunteer program will be guided by a manual containing policies and procedures similar to those for employees. Contents of the manual should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, and a process for dismissal.

Activities for which use of volunteers should be considered include: contacting rescue groups and individuals; distributing information about services and animals to the community; contacting owners of impounded animals; and surveying customers about quality of service provided. Volunteers shall be utilized for the following activities: cleaning cages and pens; feeding and watering; animal walking/exercising; grooming; and assisting potential adopters with animal selection and familiarization. The selected vendor is required to carry insurance on volunteers including coverage for volunteer interaction of animals.

### **3.3.16 RECORDS & REPORTS**

#### **3.3.16.1 Year-to-Date Records**

On forms and computer media approved by the Animal Control Contract Administrator, the selected vendor shall keep complete year-to-date records and files of the following:

1. Requests for service and responses specifically identified by municipality or unincorporated area
2. Written dispatch logs
3. Investigation reports
4. Animal bite cases
5. Dangerous dogs
6. Rabies calls and cases
7. Cruelty investigations
8. Animal intake and history at the Center
9. Dispositions of all animals, including adoption, redemption, euthanasia
10. Spay and neuter documentation

- 
11. Medical treatment administered
  12. Rabies vaccination certificates
  13. Licenses issued, expired licenses
  14. Fees collected and deposited
  15. Unpaid citations and collections documentation
  16. Correspondence with the Department of Health and Human Services
  17. Personnel records which includes applications, performance reports, training certificates/records and qualifications/experience
  18. Notices of Violation written, issued, outstanding and closed
  19. Hearings/Court decisions/records
  20. Complaints
  21. Records and documentation of volunteer activities
  22. Refund Requests
  23. Officer Logs
  24. Staff pay and hours worked by individual/job title
  25. Veterinarian hours/days worked
  26. Facility room use schedule and signed agreements
  27. Inventory including equipment and supplies
  28. Purchasing

### **3.3.16.2      *Monthly Reports.***

In accordance with the format approved by the Animal Control Contract Administrator, the selected vendor shall provide monthly, including year-to-date, reports of the numbers and characteristics for the items listed below. Monthly reports shall be due to Fulton County by the 15th day after the end of the month and should include the following information:

1. Requests for service
2. Response times by category
3. Location of request for service, including full street address, action taken
4. Calls received delineated by municipality including areas of unincorporated Fulton County
5. Bites
6. Rabies
7. Cruelty investigations
8. Dangerous animals
9. Classified animals handled, by level
10. Animals taken in by category (dog, cat, live, etc.)
11. Licenses issued by category (facility, animal license, duplicates, vendor licenses)
12. Rabies certificates collected, by category (dog, cat, other)
13. Fees by category, refunds of spay/neuter and rabies deposits
14. Patrol miles driven

- 
15. Personnel employed
  16. Monthly staffing numbers by position
  17. Work hours performed by position
  18. Staff turnover statistics
  19. Notices of Violation issued, by code violation
  20. Volunteer hours worked and summary of activities
  21. Staff training completed
  22. Public education statistics, and summary of activities
  23. Disposition of animals by category and animal species
  24. Returned adoption statistics

See example of the Monthly Report in Section 9, Exhibits, Exhibit 3.

### **3.3.16.3     *Property Reports***

In a format approved by the Animal Control Contract Administrator, the selected vendor shall provide a monthly inventory report specifying current animal control supplies and equipment. Copies of receipts for equipment costs greater than \$500.00 shall be provided with the report.

### **3.3.16.4     *Policies and Procedures***

Within 60 days of commencement of this contract, the selected vendor shall deliver six (6) copies of comprehensive policies and procedures to the Animal Control Contract Administrator (ACCA) for approval. The selected vendor will maintain a system of control over revisions to such policies and procedures, will obtain ACCA approval prior to distribution, and will distribute any and all approved revisions to the County within 5 working days. Until comprehensive policies and procedures are approved, the selected vendor shall operate in compliance with previously approved policies and procedures. All animal control policies and procedures developed by the selected vendor shall be the property of Fulton County.

A copy of the Code of Ordinances for Fulton County, City of Atlanta and the City of East Point are provided in Section 9, Exhibits, Exhibit 4.

### **3.3.17 PAYMENT**

Funding for the initial base period of the contract will be contingent upon approval of an appropriation for this contract in the appropriate Fulton County operating budget. The selected vendor will be reimbursed in equal monthly payments for the base period of the contract.

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### **3.3.18 OTHER REVENUES**

The selected vendor shall not receive any funding or remuneration, for providing animal control services over and above the proceeds of the contract. The only fees which may be charged to the public are those authorized by County ordinance or regulation see Section 10, Exhibits, Exhibit 2. All fees collected from the public will be accounted for and a report sent to the designated Fulton County Animal Control Contract Administrator.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall be arranged and include content as described below:

#### ***Section 1 - Executive Summary***

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns. Include a statement regarding the organization's mission and business philosophy.

#### ***Section 2 – Project Approach/Plan***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach to accomplish all of the program requirements identified in Section 3.3 Scope of Work. The plan must identify the organization's management methodologies including best practices and strategies to address/maintain an acceptable level of service including adequate administrative oversight.
3. The Project Plan must include a plan for utilizing existing County owned capital equipment, including vehicles, radios, office furniture and machines, computers, cages, appliances, lockers, kennel equipment, food dispensing devices, veterinary equipment and euthanasia facilities.

#### ***Section 3 – Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for the following positions:
  - Animal Control Center Manager
  - Veterinarian
  - Enforcement Supervisor

- 
2. Provide an organizational chart for the organization.
  3. Provide job descriptions for each position identified in the organizational chart.

#### **Section 4 – Relevant Project Experience**

Identify three (3) projects where the Proposer has performed animal control services and sheltering services within the past five (5) years. Sheltering experience must be with facilities that has housed a minimum of 4000 animals per year. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

#### **Section 5 – Proposer Financial Information**

Proposers financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the 'Financial Responsibility' criteria for the Proposal Evaluation Criteria provided in Section 4.

##### **Financial Statement/Capability**

In order for the County to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

#### **Section 6 - Availability of Key Personnel**

- (1) Percentage of time key personnel will spend on this project

- 
- (2) Current workload of key personnel

### ***Section 7- Location of Firm***

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

## **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

### ***Section 1 - Introduction***

The Vendor shall include an introduction which outlines the contents of the Cost Proposal.

### ***Section 2 - Cost Proposal***

The selected Vendor shall be required to provide all personnel, vehicles, equipment and related supplies relative to the operation of animal control services. This includes but is not limited to, kennel supplies, veterinary supplies, maintenance supplies, signage, all utilities, traps, salaries, benefits, insurance, training, licenses, and permits. Provide a twelve-month budget listing, by account, anticipated costs for providing all of the animal control services as required by this RFP, including enforcement, personnel cost, animal care and disposition, licensing, public relations, customer service and training. Accompanying the budget should be a narrative describing cost by account, a worksheet listing all positions with pay ranges and the projected number of staff hours and an outline of benefits provided.

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**SECTION 4  
EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Approach/Plan	25%
Qualifications of Key Personnel	20%
Relevant Project Experience/Past Performance on Previous Contracts	15%
Financial Responsibility	5%
Availability of Key Personnel	5%
Local Preference	10%
Cost Proposal	20%
<b>TOTAL POINTS</b>	<b>100%</b>

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## SECTION 5 PROPOSAL FORMS

### 5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

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## 5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

### 5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### 5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### 5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### 5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

### 5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

### 5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### 5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

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**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or

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associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a

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part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

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

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STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

County: \_\_\_\_\_

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

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**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any **addenda** # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, and/or **appendices** # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have **been omitted**, that he/she understands, accepts and agrees to fully comply with the requirements therein, and **that** the undersigned is **authorized** by the offeror to submit the proposal herein and to legally **obligate** the offeror **thereto**.

Company: \_\_\_\_\_

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

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

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

**(Affix Corporate Seal)**

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**FORM D:      OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

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engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most**

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recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

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

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

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**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR  
AFFIDAVIT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 500 or more employees.

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

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County: \_\_\_\_\_

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

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**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

County: \_\_\_\_\_

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

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**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

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payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

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## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title \_\_\_\_\_ Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
<b>TOTALS</b>												

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_  
 Subcontractor

**Submitted by:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

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**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

---

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_  
\_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

---

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

ITB/RFP No. \_\_\_\_\_

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

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

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**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.



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Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

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**SECTION 7  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

## Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE  
Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**  
(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

**6. PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000  
(Required if respondent providing bid/quotation for professional services).



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### USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

### PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

*If the bid/quotation involves construction services Contractor/Vendor will be responsible*

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**fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.**

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**SECTION 8  
SAMPLE CONTRACT**

*Insert Sample Contract following this page!*



# FULTON COUNTY

*Vision*  
*People Families Neighborhoods*

*Mission*  
*To serve, protect and govern in concert with local municipalities*

*Values*  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

**CONTRACT DOCUMENTS FOR**

**PROJECT NUMBER**

**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
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# CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*  
Contract No.: *[Insert Project Number and Title]*  
Address: *[Insert Consultant Address]*  
City, State  
Telephone: *[Insert Consultant telephone #]*  
Facsimile: *[Insert Consultant Facsimile #]*  
Contact: *[Insert Consultant Contact Name]*  
*[Insert Consultant Contact Title]*

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

## WITNESSETH

WHEREAS, County through its *[Insert User Department Name]* hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform *[Insert project description/services to be provided]*, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

#### ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable

by County at no additional cost at the end of the project.

#### ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

#### ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. CONTRACT TERM

**[Insert contract term and any renewal options]**

## ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of services.

## ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

#### ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 17. INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

#### ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect

Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential

information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. PROHIBITED INTEREST

##### Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

**With a copy to:**

Fulton County Department of Purchasing  
Purchasing Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 730-5800  
Facsimile: (404) 893-6273  
Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

**ARTICLE 35. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

#### ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not

properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 42. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**[Insert Consultant Company Name & Title]**

\_\_\_\_\_  
**Karen Handel, Commission Chair**  
Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
**Mark Massey**  
Clerk to the Commission (Seal)

\_\_\_\_\_  
**Secretary/**  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of **the County Attorney**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
**[Insert User Department Head]**  
**[Name and Title]**

# **ADDENDA**

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

## **EXHIBIT D**

# **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

## **EXHIBIT F**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT G**

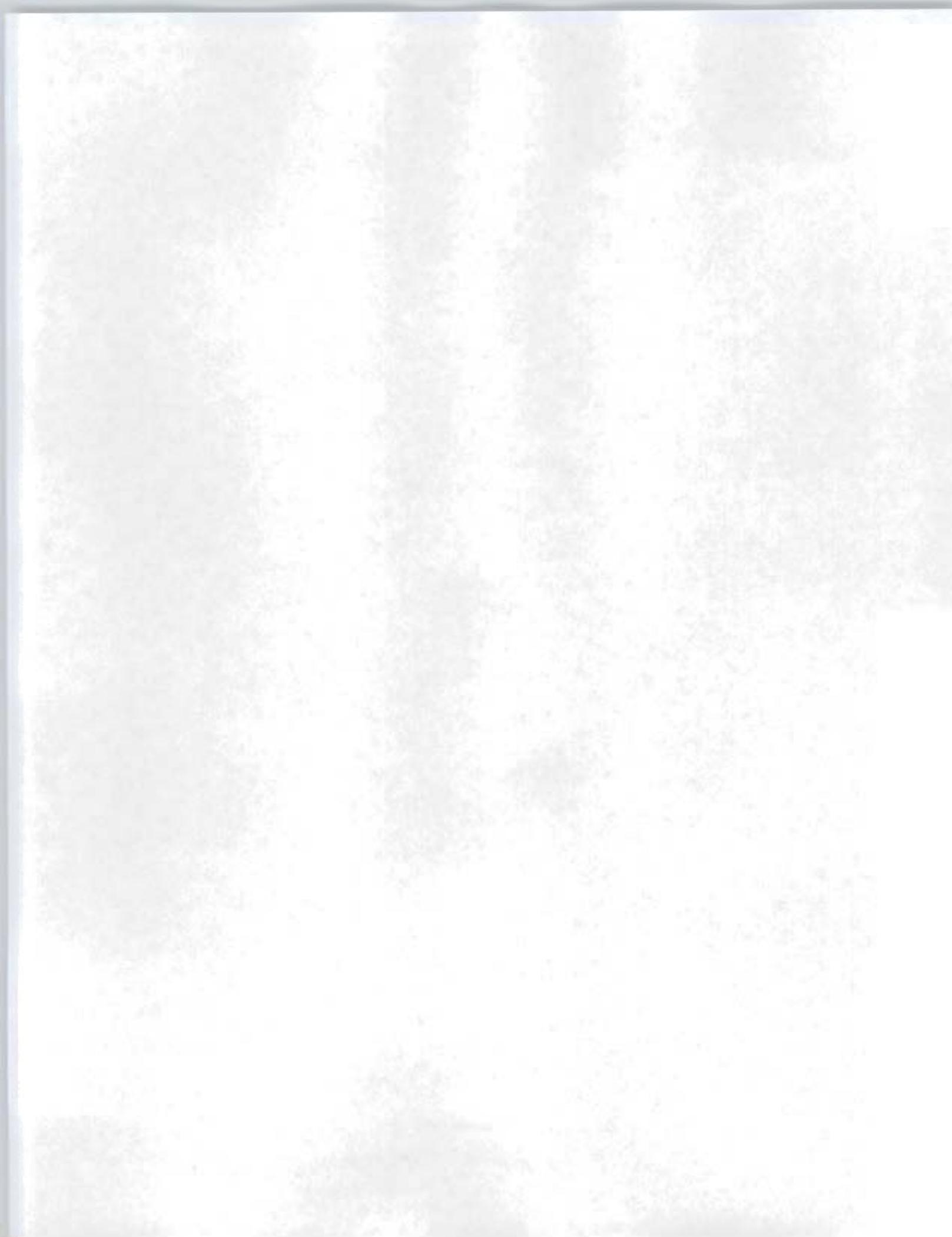
## **INSURANCE AND RISK MANAGEMENT FORMS**

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)



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**SECTION 9  
EXHIBITS**

## **EXHIBIT 1**

### ***Required Proposal Submittal Check List for Request for Proposal (RFP)***

## EXHIBIT 1

### Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and \_\_\_\_ ( ) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked " <b>Original</b> ", ____ ( ) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, change in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer's team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm	
6	Purchasing Forms Form A - Certificate Regarding Debarment Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Non-Collusion Affidavit of Prime Bidder/Offeror Form D - Disclosure Form & Questionnaire Form E - Declaration of Employee-Number Categories Form F - Georgia Security and Immigration Contractor Affidavit and Agreement Form G - Georgia Security and Immigration Subcontractor Affidavit	
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor	

**EXHIBIT 1**

**Required Proposal Submittal Check List for Request to Proposal (RFP)**

	Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
8	Risk Management Insurance Provisions Form	
9	<b><u>Any additional requirements that the User Department would like to include should be added to this check list.</u></b>	
10		
11		
12		
13		
14		
15		

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). **Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Submit one (1) Original proposal and \_\_\_\_ ( ) **complete** copies of the Original Proposal including all required documents.

## **EXHIBIT 2**

### ***Vehicle Inventory***

# Vehicle Inventory

VEHICLE NUMBER	MAKE	YEAR	CARD NUMBER	NEW	LICENSE TAG	COUNTY ID NUMBER
2FTE15Y2MCA1933	FORD	1991	91931		171439	SURPLUS TO COUNTY 10/27/04
2FET15Y4MCA41934	FORD	1991	91926		171445	SURPLUS TO COUNTY 6/20/04
1FTE24Y7NHA98044	FORD VAN	1992	91935		171450	SURPLUS TO COUNTY 8/14/03
1FTE15N7RNA33737	FORD N/C	1992	82131		171441	SURPLUS TO COUNTY 8/31/04
1FTH25H6TLA75980	FORD	1996	91929		GV2C328	270916
1FTH25H6TEA53062	FORD	1996	70399		GV2C329	270905
1FTH25H7TEA53023	FORD	1996			GV2C331	270911
1FTH25H4TEB14201	FORD	1996	82945		171443	SURPLUS TO COUNTY 10/27/04
1FTH25H9LA14669	FORD	1996			171451	SURPLUS TO COUNTY 03/06
1GBGC24R2VE155657	CHEVY	1997			171440	SURPLUS TO COUNTY 03/06
1GBGC24R3VE154484	CHEVY	1997			171444	SURPLUS TO COUNTY 03/06
1GBGC24R9VE155056	CHEVY	1997			GV2C332	SURPLUS TO COUNTY 11/01/06
1GBGC24R3WE217665	CHEVY	1998	70964		GV2C330	270908
1GBGC24R7WZ249639	CHEVY	1996	73506		171436	SURPLUS TO COUNTY 09/23/05
1FAPF5334XA205265	TAURUS	1999	82220		171447	WR-ECKED SEPT 2005 270919
1GBEGC24R1XR722257	CHEVY	1999	82220		GV20324	270913
1GBGC24RXXR722032	CHEVY	1999	82346		GV20333	SURPLUS TO COUNTY - 1/01/06
1GBGC24R8XR721980	CHEVY	1999	91338		GV20334	270901
1GBGC24ROYF483092	CHEVY	2000	82314		GV20325	270917
1B7KC26ZEYM214762	DODGE	2000	82317		17146C	SURPLUS TO COUNTY 09/12/06
1GCGG25R921201387	CHEVY VAN	2002	82917		GV20326	270920
1GCGG25R821204202	CHEVY VAN	2002	71350		GV20327	270907
11WDH1025JW151143	TRAILER TRAIL BOSS	1998			GV20335	270922
1GTG325UB84156834	GMC VAN	Sep-04	71351		GV15590	270923
1GTG325VB41214759	GMC VAN	Sep-04	71350		GV15589	270924
1FTNF2024ED21217	FORD SUPER DUTY	2004	71542		GV18296	270926
1FTNF20216EAG0442	FORD SUPER DUTY	Jun-06			GV19150	270928
1FTNF20536EAG0443	FORD SUPER DUTY	Jun-06			GV19151	270927
1FDNF20567EA5436	FORD SUPER DUTY	Sep-06			GV20072	270929
1FDNF20587EA54537	FORD SUPER DUTY	Sep-06			GV20073	270930
1GCGG25V77123934	CHEVY VAN	Oct-06			GV08391	270931
1GCGG25V471129289	CHEVY VAN	Oct-06			GV08390	270932

## **EXHIBIT 3**

***Example of Monthly Report***

## Fulton County Animal Services August 2007 Report

### 1. Service Requests from the public

Alpharetta	37	Hapeville	20
Atlanta	1356	Mountain Park	2
College Park	0	Palmetto	39
East Point	195	Roswell	62
Fairburn	64	Sandy Springs	78
Fulton County	363	Union City	39
Other	11		
Johns Creek	37		
Milton	49		
Grand total	2352		

**Response Completion times** – Please see attached Response Times Report for August.

### 2. Total number of human bite investigations – 27

Dogs - 22  
Cats - 5

Lab tested one cat, three dogs and six bats. One bat tested positive for rabies. The dog which it came into contact with is under a forty-five day quarantine.

### 3. Animals Handled (Intakes)

Stray Animals	697
Owner Release	28
Confiscated	95
Born in shelter	26
Returns	13
<u>Rabies suspect</u>	<u>6</u>
Total	865

### 4. Animals Taken by Category

Dogs	445
Puppies	172
Cat	72
Kitten	98
<u>Other</u>	<u>77</u>
Total	865

### 5. Licenses Issued -

For vaccination certificates processed in August 2007:

Cats: 414  
Dogs: 1464  
Ferrets: 0  
TOTAL: 1878

For licenses sold in August 2007:

Cats: 1366  
Dogs: 3772  
Ferrets: 0  
TOTAL: 5138

**6. Fees Collected by Category -**

Kennel Service Fees -	\$ 3,070.00
License tag/special permits -	79,781.00
Adoption fees	12,293.00
Government contract fee	182,500.00
Indiv/business contributions	5,441.85

**7. Patrol Miles Driven - 22,681**

**8. Personnel Employed -**

A. Monthly staffing numbers by position:

Position	As of 08/31/2007
Animal Control Field Officer	14
Dispatcher	1
Kennel Assistant	8
Management/Supervisors	9
Office Assistant/Clerical	4
Adoption Counselor	4
Volunteer Outreach	1
Veterinary	3
Cruelty Investigator	1
Accounting	1
Human Resources	1
Total	47

B. Work Hours performed by position

Animal Control Field Officer	1770.25
Kennel Assistant	1368.25
Management/Supervisors	1240.00
Office Assistant/Clerical	532.00
Accounting	144.00
Adoption Counselor	526.75
Veterinary	503.00
Volunteer/Outreach	160.00
Cruelty Investigator	114.00
Dispatch	172.25
Human Resources	160.00

C. Staff Turnover Statistics

For the reporting period August 1<sup>st</sup> through August 31<sup>st</sup> turnover rate was 2%

**9. Notices of Violations Issued –**

Alpharetta	5	Hapeville	0
Atlanta	48	Mountain Park	0
College Park	0	Palmetto	7
East Point	3	Roswell	9
Fairburn	10	Sandy Springs	4
Fulton County	17	Union City	4
Johns Creek	2		
Milton	1		
Total citations	110	Total Warnings	56

**10. Volunteer Hours worked -** 62 volunteers worked 550 hours. Duties included cleaning, transport, offsite adoptions, adoption assistance, grooming and clerical work.

**11. Staff Training Completed –** None for this month.

**12. Public Education –** None for this month.

**13. Disposition of Animals -**

Adopted –	188 (21%)
Transferred to rescue or foster –	125 (14%)
Transferred to wildlife rehab -	19 (2%)
Released to the wild –	9 (1%)
Other –	38 (4.3%)
Returned to owner	53 (6%)
Euthanized	456 (51%)
Total Outcomes	888

**14. Returned Adoptions - 13**

#378844, pointer, hyper, adopted to new owner  
#341817, DSH cat, bites, euthanized  
#379918, Labrador retriever, too much responsibility, adopted to new owner  
#380108, pointer, very aggressive to other dogs, euthanized  
#380976, Doberman, owner evicted, adopted to new owner  
#380642, pitbull mix, decided they did not want a pit bull, transferred to rescue  
#375321, DMH cat, no time for, adopted to new owner  
#381169, DSH cat, allergic, adopted to new owner  
#364020, DSH cat, moving, still in kennel  
#364022, DSH cat, moving, adopted to new owner  
#379422, Labrador retriever, aggressive, euthanized  
#367207, DSH cat, allergic, transferred to rescue  
#370877, german shepherd mix, moving, adopted to new owner

**15. Number of animal microchip implants performed – 157**

**16. Number of implants found – 7**

8/3/07, #381174, 103376892, lab mix, transferred to rescue on 8/14/07  
8/7/07, #381221, 098838042, Labrador retriever, returned to owner on 8/7/07  
8/18/07, #381711, 47145a503a, boxer/pitbull, euthanized due to aggression on 8/25/07  
8/20/07, #381730, 2276524a76, collie, returned to owner on 8/20/07  
8/22/07, #381794, 091344332, lab mix, returned to owner on 8/23/07

8/22/07, #381830, 103252575, lab mix, euthanized on 9/12/07

8/28/07, #381998, 430d1b093e, jack russell, hit by car and euthanized due to injury 8/28/07

**17. Cruelty complaints from the public –**

Alpharetta	2	Hapeville	1
Atlanta	78	Mountain Park	0
College Park	0	Palmetto	3
East Point	7	Roswell	2
Fairburn	3	Sandy Springs	1
Fulton County	7	Union City	3
Milton	2		

Grand total 113

Warning Issued 28

Cites issued 25

Investigation resulting in no cruelty violation found 51

**18. Transfers to Rescue –**

Transfers to rescue group – 116 (See attached list)

Transfer to Petsmart or foster - 9

Transfers to Wildlife rehab - 19

Total transfer to rescue 144

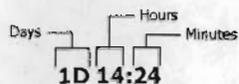
19. All stray, lost and bite animals accepted unless from out of county.

20. Complaints received – None for this month.

# Fulton County Animal Services Response Times August 2007

## Response Times by Shelter and Priority

\* Note: Activities without complete data are not figured in response times or goals



<u>Priority</u>	<u>Calls</u>	<u>Ave Response Time</u>	<u>Max Response Time</u>	<u>Min Response Time</u>
ADMIN	85	18:42	5D 01:57	00:28
AWCHK	20	12:41	1D 12:08	00:16
BITE	35	02:33	22:39	00:00
CONF	184	04:13	2D 20:46	00:07
CRUEL	106	05:39	1D 18:35	00:03
IN-SK	130	00:59	03:50	00:00
OLD B	1	00:16	00:16	00:16
PD/FD	35	01:14	13:32	00:14
STRAY	905	04:10	3D 01:30	00:02

# **EXHIBIT 4**

## ***County and City Ordinances***

***Fulton County***

**ARTICLE VI. RABIES AND ANIMAL CONTROL\***

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**\*State law references:** Authority to exercise animal control, Ga. Const. art. IX, § II, ¶ III(a)(3); control of rabies, O.C.G.A. § 31-19-1 et seq.; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.; dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.

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**DIVISION 1. GENERALLY****Sec. 34-196. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal control officer* means "dog control officer" and shall refer to an individual employed by the health department or its designee to perform and execute the provisions of this article, and his office shall have the power to issue citations in violation of this article, and as deputized by the Fulton County Sheriff.

*Animal control shelter* means the facilities operated by the health department or its designee for the confining of dogs, cats, or other animals impounded under the provisions of this article.

*Cat* means cat, or any domesticated feline, of either sex, whether vaccinated against rabies or not.

*Commercial guard/security dog* means any dog that is purchased, leased, or rented and that is trained to guard, protect, patrol, or defend any commercial property, public or private, upon and within which it is located.

*Current vaccination/license tag* means a vaccination/license tag bearing a number which shows the license is valid for a one- or three-year period. The licensing period runs concurrently with the vaccination period.

*Custodian* means any person which has been entrusted with the responsibility and care of a dog, cat, or other animal by its owner.

*Dangerous dog* means any dog that according to the records of any appropriate authority:

- (1) Inflicts a severe injury on a human without provocation on public or private property;  
or
- (2) Aggressively bites, attacks, or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

Exception: A dog is not considered potentially dangerous or dangerous if it bites a human:

- (1) When being used by a law enforcement officer.
- (2) When its owner is being attacked.
- (3) Who is a willful trespasser on the property of the owner or who is committing another tort or crime.

(4) Who has tormented or abused it or who in the past has been observed or reported to have tormented or abused it.

*Dog* means dog, or any domesticated canine, of either sex, whether vaccinated against rabies or not.

*Domestic animal/fowl* means any animal/fowl domesticated by humans so as to live and breed in a tame condition for the advantage of humans. Pen raised skunks are categorized as those skunks acceptable by the State of Georgia and may be kept in Georgia as pets.

*Exception* means an animal is not considered vicious if it attacks, bites, or menaces:

- (1) When being used by a law enforcement officer.
- (2) Anyone attacking the owner.
- (3) Unlawful trespassers on the property of the owner.
- (4) Any person or animal that has tormented or abused it.
- (5) If it is defending its young or other animal.

*Exotic animal* means any animal of any kind which is not indigenous to the State of Georgia, but not included in the definition of a domestic animal, but shall include any hybrid animal which is part exotic animal.

*Harborer* means any person which has provided sustenance and/or shelter to a dog, cat, or other animal for a period of more than seven days.

*Health department* means the Commissioner of Health of Fulton County, or his authorized representatives, which shall include officers or employees of the Atlanta Humane Society so long as such corporation is under contract with Fulton County and other cities of Fulton County.

*Livestock* means horses, mules, cows, sheep, goats, hogs, and all other animals used or suitable for either food or labor.

*Nuisance* means whatever is dangerous or detrimental to human life or health and whatever renders or tends to render the soil, air, water, or food impure or unwholesome, or unreasonably offends or impairs the senses of smell, sight, and hearing.

*Person* means person, firm, corporation, municipality, society, or association.

*Potentially dangerous dog* means any dog that, without provocation, bites a human on public or private property at any time.

*Records* means records of any state, county, or municipal law enforcement agency; records of any county board of health; records of any federal, state, or local court; or records of an animal control officer.

*Vaccinate* means intramuscular injection, by a veterinarian, of a specified dose of anti-rabies vaccine to an animal, such vaccine having the U.S. government license number of approval stamped on the label of the vaccine container and having been approved by the state department of human resources. Vaccine used for vaccination of dogs, cats, or other animals against rabies shall be refrigerated and kept under proper conditions and shall show no signs of spoilage or otherwise be unfit for producing immunity against rabies.

*Vaccination certificate* means a certificate provided by the Georgia Department of Human Resources and issued at the time of vaccination of the dog, cat, or other animal and bearing thereon the signature of the vaccinator; the name, color, breed, age, and sex of the dog, cat, or other animal; the name and address of the owner; the date of expiration of the vaccination; and the spay or neuter status, if known.

*Vaccination/license tag* means a metal tag bearing a number which is issued to the animal

owner after showing proof of vaccination for the animal and paying, when required, the license fee. This tag is issued on behalf of Fulton County by the health department or its designee and is provided by the Georgia Department of Human Resources.

*Veterinarian* means any person who holds a license to practice the profession of veterinary medicine in the State of Georgia; the veterinary license number shall be the same as that recorded by the Georgia Board of Veterinary Examiners.

*Vicious animal* means any animal which, because of temperament, conditioning, or training, has a known propensity, tendency, or disposition to attack, bite, or injure humans or other animals without provocation; or an animal which has on one or more occasion caused physical injury to humans or other animals without provocation, whether on public or private property.

*Wildlife/fowl* means any animal/fowl of any kind which is indigenous to the State of Georgia, but not included in the definition of a domestic animal/fowl, and shall include any hybrid animal/fowl which is part wild animal/fowl.

(91-RC-441, § A, 8-21-91)

**Cross references:** Definitions generally, § 1-2.

### **Sec. 34-197. Penalties for violation of article.**

(a) Any person who violates the provisions of this article shall be guilty of a misdemeanor and subject to a fine of up to \$500.00 and/or imprisonment in jail for a period not to exceed 60 days, or both. Each and every violation of the provisions of this article constitutes a separate offense.

(b) Any person who violates the provisions of this article as it pertains to a potentially dangerous dog will be fined not less than \$150.00 for a second conviction, and not less than \$300.00 for a third conviction.

(c) Any person who violates the provisions of this article as it pertains to a dangerous dog shall be guilty of a misdemeanor of a high and aggravated nature and will be fined not less than \$500.00 for a second conviction, and not less than \$750.00 for a third conviction.

(d) If the owner of a dangerous or potentially dangerous dog fails to comply with section 34-281 of this article and his/her dog attacks or bites a human, he/she shall be guilty of a felony and will be subject to a fine of not less than \$1,000.00 nor more than \$5,000.00 and/or imprisonment for not less than one year nor more than five years.

(e) If the owner of a dangerous or potentially dangerous dog knowingly and willfully fails to comply with section 34-281 of this article and his/her dog aggressively attacks and causes severe injury to or the death of a human, he/she shall be guilty of a felony. Conviction under these circumstances will subject the owner to a fine of not less than \$5,000.00, nor more than \$10,000.00 and/or imprisonment for not less than one year, nor more than ten years.

(f) In addition to subsections (d) and (e) of this section, the animal control officer shall immediately confiscate the dog and place it in quarantine for a period of time as provided by the health department and thereafter humanely destroyed.

(91-RC-441, § V, 8-21-91)

**State law references:** Punishment for misdemeanors generally, O.C.G.A. § 17-10-3; maximum punishments which may be imposed for violations of county ordinances, O.C.G.A. § 36-1-20(b).

### **Sec. 34-198. Severability.**

If any section, subsection, sentence, clause, or provision of this article shall be held invalid,

such part shall be deemed severable, and the invalidity thereof shall not affect the remaining parts of this article.

(91-RC-441, § Z, 8-21-91)

#### **Sec. 34-199. Courts.**

The Fulton County Magistrate Courts or the courts wherein the county has a contractual agreement for providing animal control services shall hear cases and assess fines for violations of this article.

(91-RC-441, § X, 8-21-91)

#### **Sec. 34-200. Enforcement of article.**

The Fulton County Health Department or its designee shall enforce this article by means of impoundment and court citations.

(91-RC-441, § W, 8-21-91)

#### **Sec. 34-201. Dog/cat license required.**

(a) It shall be the duty of each owner, custodian, or harbinger of any dog or cat over four months of age kept, maintained, or harbored within the unincorporated area of Fulton County, or within any municipality in Fulton County, who has or may enter into an agreement with Fulton County for animal control services, to obtain a dog/cat license for such dog or cat.

(b) It shall be the duty of all persons owning or having custody of any dog or cat over four months of age brought into the areas of Fulton County designated in subsection (a) of this section to obtain a dog or cat license for such dog or cat within 14 days from the date of entry.

(91-RC-441, § C, 8-21-91)

#### **Sec. 34-202. Vaccination/license tag required.**

(a) In order to maintain a centrally located record of all vaccinated dogs, cats, or other animals kept, maintained, or harbored in any area of Fulton County, including those within the corporate city limits of any municipality in Fulton County, the owner, custodian, or harbinger of such dog, cat, or other animal is required to apply to the Fulton County Animal Control for a vaccination/license tag.

(b) A vaccination/license tag shall be issued upon presentation of a certificate showing that the dog, cat, or other animal for which the tag is issued has been vaccinated against rabies as prescribed by this article, provided that the owner, custodian, or harbinger of any dog or cat in the areas of Fulton County designated in section 34-201(a) also make payment of a license fee to be set by the county manager. The vaccination/license tag will be available to the public throughout the year and is issued on behalf of Fulton County by the health department or its designee. The tag shall be valid for the same period as the time specified by the vaccination.

(c) It shall be the duty of the owner, custodian, or harbinger of any dog in the areas designated in subsection (a) of this section to affix such vaccination/license tag to a collar worn by the dog at all times, except that the wearing of a vaccination/license tag is not required for show dogs where the wearing of such tag could damage the coat, and except when dogs are boarded in kennels or veterinary clinics, or in an area zoned for agricultural purposes where the owner or

custodian of the dog in question is using the dog for hunting purposes, and has on his/her person a valid hunting license. In the latter case, the owner, custodian, or harbinger shall have the tag or vaccination certificate in his/her possession where it may be shown on demand by any duly constituted authority.

(d) Should the vaccination/license tag become lost, misplaced, or stolen, it shall be the duty of the owner, custodian, or harbinger of the dog or cat to obtain a replacement tag at a cost set by the county manager.

(e) It shall be unlawful for any person to attach a vaccination/license tag to the collar of any animal for which it was not issued, or to remove a vaccination/license tag from any animal without the consent of the owner or custodian.

(91-RC-441, § D, 8-21-91)

**State law references:** Rabies inoculation tags, O.C.G.A. § 31-19-6.

### **Sec. 34-203. Special permits.**

(a) Each premises where there are four or more dogs over the age of four months kept, maintained or harbored for a period of 14 days or longer, shall be deemed to constitute a kennel. The owner or person in possession of the premises where the kennel is located shall be required to apply to the Fulton County Animal Control for a special permit.

(b) A special permit will be issued upon payment of an annual fee set by the county manager and proof that the premises and dogs covered by the special permit meet the requirements set out in this article.

(c) The special permit will be valid for one year from the date of issue, provided it is not revoked during the year for violations of this article. Application to renew a special permit must be made at least 14 days prior to the expiration of the existing permit.

(d) Individual license tags will be issued for each dog located in such a kennel, and a separate tag fee over and above the annual special permit fee will not be required.

(e) All commercial kennels which are subject to a business license fee shall be exempt from the annual special permit fee.

(91-RC-441, § E, 8-21-91)

### **Sec. 34-204. Cruelty to animals.**

(a) It shall be unlawful for any person to overload, poison, cruelly treat, maim, tease, bruise, deprive of necessary sustenance or medical attention, improperly use, deprive of shade and shelter, or in any manner whatsoever, torture, kill, or abuse any animal.

(b) No person shall abandon any animal on any property, public or private, or keep an animal under unsanitary conditions.

(c) It shall be unlawful to transport any dog in an open bed truck except when safely confined in a portable kennel or safely restrained by a harness or tether.

(91-RC-441, § H, 8-21-91)

**State law references:** Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4.

### **Sec. 34-205. Running at large.**

(a) *Generally.* Within the unincorporated area of Fulton County or within any municipality in Fulton County which has or may enter into an agreement with Fulton County for animal control services, the running at large of dogs, domestic animals, livestock, owned wildlife, exotic animals, dangerous, or potentially dangerous dogs is prohibited, with the exception of cats. Owners of wildlife or exotic animals must have the necessary state and/or federal permits on their person when transporting their animals.

(b) (1) *Dogs.* It shall be unlawful for the owner, custodian or harbinger of any dog to allow or permit such dog to leave the premises of the owner or other person having custody of the dog unless such dog is securely under leash; said leash being not more than six-feet long, and under the control of a competent person. Dogs must be confined to the premises of the owner or other person having custody of the dog and shall be restrained by means of a fence or wall or other enclosure, or restrained individually by a leash or chain. Excluded are those dogs participating in or training for obedience trials, field trials, dog shows, tracking work, or law enforcement. Also, the requirements of this subsection shall not apply in any area zoned for agriculture where the owner or person having custody of the dog is at the time in question using the dog for hunting purposes, and has on his/her person a valid hunting license and proof of vaccination.

(2) An electronic confinement system shall be considered an acceptable enclosure when the equipment is properly maintained and in continuous working order, and the animal to be contained within wears the appropriate electronic collar when within the system perimeters.

(3) In cases where an animal has been deemed dangerous by the court, or has been trained to be a guard dog, an electronic animal confinement system may not be used as either the primary or secondary enclosure.

(4) Individuals who contain an animal by means of an electronic animal confinement system and are found to be in violation of this section or have been deemed as restraining a dangerous animal shall thereafter restrain the animal by means of a fence, wall or other enclosure, or such animal shall be restrained individually by a leash or chain.

(c) *Restraint of domestic animals, livestock, owned wildlife and exotic animals.* It shall be unlawful for the owner, custodian, or harbinger of any domestic animal, livestock, wildlife, or exotic animal, to allow or permit such animal to leave the premises of the owner or other person having custody of such unless securely under leash, in a carrying case, or restrained by some other means and under the control of a competent person, with the exception of cats.

(d) *Confinement of domestic animals, livestock, owned wildlife, exotic animals, and dangerous or potentially dangerous dogs.* Domestic animals, livestock, owned wildlife, exotic animals, and dangerous or potentially dangerous dogs shall be securely confined to the premises of the owner or other person having custody of such by means set forth under the provisions of this article, or approved by the health department or its designee and/or as required by state or federal regulations, with the exception of cats.

(91-RC-441, § I, 8-21-91; Res. No. 01-0738, 6-20-01)

### **Sec. 34-206. Commercial guard/security dogs.**

(a) It shall be the duty of all persons who keep, use, or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign (eye level). If the premises is not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a

guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "warning, guard dog on duty." In addition, for dogs rented or leased, the sign shall set forth the name, address, and phone number of the responsible person or persons, to be notified during any hour of the day or night.

(b) It shall be the duty of any person who keeps, uses, or maintains a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by section 34-202(b). The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by section 34-202(c).

(c) It shall be the duty of any person that sells, leases, and/or rents any guard/security dog to be used within Fulton County to notify the Fulton County Animal Control, of the location and number of guard/security dogs in use, kept, or maintained at a particular location. The animal control office shall maintain a record of the location, number of guard/security dogs, and current rabies vaccination and licensure of all guard/security dogs utilized within Fulton County. The person that sells, leases, and/or rents a guard/security dog to be used in Fulton County shall furnish the following information to the Fulton County Animal Control Office:

(1) Name, address, and telephone number of the location where a guard dog is located.

(2) Name, breed, sex, and current license tag information of each guard dog at any location in Fulton County.

(d) It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner. It shall be unlawful to transport any guard dog in Fulton County except under the following conditions:

(1) Each dog shall be placed in separate holding bins.

(2) Each holding bin shall be enclosed and measure 48 inches long by 18 inches wide by 30 inches high.

(3) Each holding bin will be adequately ventilated.

(e) No guard/security dog shall be chained, tethered, or otherwise tied to any inanimate objects such as a tree, post, or building, outside of its own enclosure.

(f) A guard/security dog shall be confined by the owner/custodian/harbinger within a building or secure enclosure out of which it cannot climb, dig, jump, or otherwise escape of its own volition.

(91-RC-441, § M, 8-21-91)

### **Sec. 34-207. Confinement of female dogs in heat.**

It shall be the duty of any owner, custodian, or harbinger of any female dog in heat within the areas designated in section 34-201(a), when she is left unattended, to securely confine such dog so as to prevent contact with another dog except for planned breeding.

(91-RC-441, § N, 8-21-91)

**State law references:** Permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

### **Sec. 34-208. Skunks and foxes.**

(a) All skunks, except pen raised skunks, and all foxes from whatever geographic region including Alaska and Canada are forbidden to be purchased, sold, owned, possessed, or harbored. Pen raised skunks and foxes in possession as of July 1, 1987, are grandfathered.

(b) Pen raised skunks, other than black and white skunks, may be purchased and kept as pets after securing a permit from the Fulton County Animal Control. The Fulton County Animal Control is responsible for ensuring that purchasers of pen raised skunks are made knowledgeable of the proper care, handling, and confinement. No pet store shall allow the purchase of pen raised skunks without being first presented with the permit issued by the Fulton County Animal Control.

(91-RC-441, § P, 8-21-91)

**Sec. 34-209. Wildlife or exotic animal.**

Each owner, custodian, or harbinger of any wildlife or exotic animal must obtain all necessary state and/or federal permits and/or meet all state and/or federal requirements for keeping such an animal.

(91-RC-441, § Q, 8-21-91)

**Sec. 34-210. Nuisances.**

(a) Any vicious animal shall be deemed a nuisance. A vicious dog will be exempt as a nuisance upon classification as a dangerous or potentially dangerous dog as prescribed in section 34-282.

(b) It shall be unlawful for any person to keep any domestic animal or livestock except under the following conditions:

(1) Any housing or enclosure used by any domestic animal or livestock shall be well-drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary. Animal excrement shall be disposed of in a manner approved by the health officer or his designee.

(2) A domestic animal or livestock shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner. (Exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public or commercial horse facilities):

TABLE INSET:

Animal	Distance (in feet)
Horses, mules, asses, cows, sheep or goats	150
Hogs	900
Dogs (three or more)	25
Rabbits, guinea pigs, hamsters	25
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	25

(3) Except in an area zoned for agriculture, each domestic animal or livestock shall be provided with the following average minimum floor or ground area in the enclosure or housing in which it is kept. (Exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public and commercial horse facilities):

TABLE INSET:

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Animal	Area per Animal (in square feet)
Horses, mules, asses, cows, sheep, or goats	150
Hogs	150
Dogs	100
Rabbits, guinea pigs, hamsters	4
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	4

(4) Except in the areas zoned for agriculture, the maximum number of domestic animals or livestock that may be kept on any single premises shall not exceed the following. (Exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors, and public and commercial horse facilities):

## TABLE INSET:

Animal	Maximum Number
Horses, mules, asses, cows	5
Sheep, goats	10
Hogs	10
Dogs, cats	10
Rabbits, guinea pigs, hamsters	75
Chickens, turkeys, geese, ducks, pigeons or similar fowl	75

(91-RC-441, § T, 8-21-91)

**Sec. 34-211. Animals as prizes.**

It shall be unlawful to offer as a prize or gift any animal in any contest, raffle, or lottery, or as an enticement for fundraising or for entry into any place of business.

(91-RC-441, § U, 8-21-91)

Secs. 34-212--34-245. Reserved.

**DIVISION 2. RABIES CONTROL\***


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\*State law references: Control of rabies, O.C.G.A. § 31-19-1 et seq.

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**Sec. 34-246. Vaccination required.**

(a) The owner, custodian, or harbinger of each dog or cat over four months of age, kept, maintained, or harbored in any area of Fulton County, including any dog or cat within the

corporate city limits of any municipality in Fulton County, is required to maintain a current rabies vaccination on such dog or cat.

(b) It shall be the duty of all persons owning or having custody of any dog or cat over four months of age brought into Fulton County from outside the county to have such dog or cat vaccinated within 14 days from the date of entry, provided that when the owner or person having custody of the dog or cat produces evidence satisfactory to the health department through its designee that such dog or cat has a current vaccination, as prescribed by this article, such dog or cat will not be required to be vaccinated again until the expiration date of the current vaccination.

(c) Only a licensed veterinarian shall be entitled in connection with his/her practice, on the request of any owner of a dog, cat, or other animal, to vaccinate such dog, cat, or other animal against rabies, with a vaccine as set forth in the definition of vaccinate in section 34-196, provided that at the time of vaccination he furnishes two copies of the vaccination certificate to the owner, forwards one copy to the Fulton County Animal Control, and maintains one copy for his/her files.

(91-RC-441, § B, 8-21-91)

**State law references:** Inoculation of dogs and cats against rabies, O.C.G.A. § 31-19-6.

#### **Sec. 34-247. Rabies cases to be reported.**

It shall be the duty of any person knowing of a rabid animal, or of any animal showing symptoms of rabies, to immediately report such animal to the health department or its designee and give as much pertinent information as possible. Any bite by an animal shall be reported to the health department or its designee. The animal control office, in order to maintain an effective epidemiological surveillance and control program, shall maintain a record of its rabies related activities, including investigation and confirmation of rabies in animals in the manner and frequency stipulated by the health department.

(91-RC-441, § F, 8-21-91)

#### **Sec. 34-248. Quarantine.**

(a) In the event a dog or cat has bitten a human, such animal shall be immediately confined at the animal control shelter, veterinary hospital, or other such premises deemed acceptable by the health department or its designee for a period of ten days from the date of the bite to be observed for symptoms of rabies.

(b) In the event a warmblooded animal other than a dog or cat has bitten a human or other warmblooded animal, or in the event a warmblooded animal has been bitten by another warmblooded animal, the recommendations contained in the Rabies Control Manual compiled by the Georgia Department of Human Resources shall be followed.

(c) All expenses incurred for boarding an animal for the quarantine period as well as other applicable fees shall be paid by the owner or custodian of the biting animal.

(d) It shall be unlawful for any person, custodian, or harbinger to fail to surrender a dog, cat, or other animal which has bitten a human, upon the sworn statement of the person bitten. Such animal will be placed under quarantine or submitted for laboratory examination at the discretion of the health department or its designee. The provisions of this division shall apply, regardless of whether or not such animal has a current rabies vaccination and tag.

(e) When rabies has been found to exist in any warmblooded animal, or where its existence is suspected, the health department or its designee may designate a geographical area within which quarantine of all owned warmblooded animals shall be maintained. Such animals shall be

immediately confined to the premises designated and in a manner approved by the health department or its designee, whether or not such animals have been vaccinated against rabies.

(f) No warmblooded animal shall be brought into or removed from a quarantined area or premises without written approval of the health department or its designee.

(g) Quarantine ordered by the health department or its designee shall be maintained for such period as deemed necessary to protect the public health.

(h) Quarantined areas or premises where rabid animals or animals suspected of having rabies remain at large, may be posted by the health department or its designee with signs which read as follows: "Rabies suspected" or "rabies--keep away from animals." Such signs shall be conspicuously displayed in a place designated by the health department or its designee and shall not be removed except by the health department or its designee. Such signs shall not be defaced.

(i) The owner, custodian, or harbinger of each animal subject to a quarantine invoked by the health department or its designee under the terms of this article shall be notified of the quarantine, the particular animals subject thereto, and shall be given such other information as the health department or its designee deems necessary.

(j) Every animal showing clinical signs of rabies, as determined by the health department or its designee, shall be immediately destroyed; and/or the heads of all animals suspected of having had rabies at the time of death shall be submitted to the Epidemiology Office, Department of Human Resources, for examination by the Department of Human Resources Laboratory.

(91-RC-441, § G, 8-21-91)

**State law references:** Animal bites, O.C.G.A. § 31-19-4.

Secs. 34-249--34-280. Reserved.

### **DIVISION 3. VICIOUS ANIMALS AND DANGEROUS OR POTENTIALLY DANGEROUS DOGS\***

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**\*State law references:** Dangerous Dog Control Law, O.C.G.A. § 4-8-20 et seq.

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#### **Sec. 34-281. Precautions to be taken by owners.**

(a) No person owning or having custody or control of any dog or other animal known by such person to be vicious, dangerous, or potentially dangerous shall permit it to run at large, or permit it to run loose on or within the premises of such person in such a manner as to endanger the life or limb of any person lawfully entering such premises.

(b) It shall be the duty of every owner of any vicious animal or dangerous or potentially dangerous dog, or anyone having any such animal in his/her possession or custody, to ensure that the vicious animal or dangerous or potentially dangerous dog is kept under restraint, as prescribed in subsections (d), (e), and (f) of this section and that reasonable care and precautions are taken to prevent the vicious animal or dangerous or potentially dangerous dog from leaving, while unattended, the real property limits of its owner, custodian, or harbinger, and it is securely and humanely enclosed within a house, building, fence, locked pen, or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition. Such

enclosure must be securely locked at any time the animal is left unattended so that children are prevented from entry and to prevent the vicious animal or dangerous or potentially dangerous dog from escaping.

(c) For owners of a vicious animal or dangerous or potentially dangerous dog whose animal lives out-of-doors, a portion of their property should be fenced with a perimeter or area fence. Within this perimeter fence, the vicious animal or dangerous or potentially dangerous dog must be humanely confined inside a locked pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides, a secure top attached to all sides, the sides must be securely set into the ground or onto a concrete pad, or securely attached to a wire bottom. The gate to the kennel must be locked when the animal is unattended. This enclosure shall provide protection from the elements.

(d) A vicious animal or dangerous or potentially dangerous dog shall not be upon any street or public place except when securely restrained by leash not more than six feet in length and humanely muzzled when appropriate, as determined by the animal control officer, and in the charge of a competent person.

(e) Whenever outside of its enclosure, as provided for in subsections (b) and (c) of this section, but on the owner's property, a vicious animal or dangerous or potentially dangerous dog must be attended by the owner or custodian and restrained by a secure collar, muzzled when appropriate, as determined by the animal control officer, and on a leash of sufficient strength to prevent escape.

(f) No vicious animal or dangerous or potentially dangerous dog shall be chained, tethered, or otherwise tied while unattended by the owner or custodian to any inanimate object such as a tree, post, or building, outside of its primary enclosure.

(g) A warning sign (i.e., beware of dog) shall be conspicuously posted denoting a vicious animal or dangerous or potentially dangerous dog on the premises. These signs are exempt from building permit requirements.

(h) Failure to keep any vicious animal or dangerous or potentially dangerous dog confined or under restraint as provided for in this section shall be unlawful and shall be punishable as hereinafter provided.

(91-RC-441, § K, 8-21-91)

### **Sec. 34-282. Notice to dangerous or potentially dangerous dog owners.**

(a) When an animal control officer classifies a dog as a dangerous or potentially dangerous dog or reclassifies a potentially dangerous dog as a dangerous dog, the animal control officer shall notify the dog's owner. The notice shall meet the following requirements:

- (1) The notice shall be in writing and mailed by certified mail to the owner's last known address;
- (2) The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous or potentially dangerous dog;
- (3) The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has the right to request a hearing on the animal control officer's determination that the dog is a dangerous or potentially dangerous dog;
- (4) The notice shall state that the hearing, if requested, shall be before the animal control hearing board;

(5) The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous or potentially dangerous dog will become effective for all purposes on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing; and

(6) The notice shall include a form to request a hearing before the animal control hearing board and shall provide specific instructions on mailing or delivering such request to the board.

(b) When the animal control hearing board receives a request for a hearing, as provided in this section, it shall schedule such hearing within 30 days after receiving the request. The hearing board, will notify the dog owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the hearing board shall receive such other evidence and hear such other testimony as the hearing board may find reasonably necessary to make a determination either to sustain, modify, or overrule the animal control officer's classification of the dog.

(c) Within ten days after the date of the hearing, the animal control hearing board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous or potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

(d) A certificate of registration to the effect that the dog owner has a dangerous or potentially dangerous dog shall also be issued by the animal control officer, and is contingent upon the dog owner presenting to the animal control officer evidence of:

- (1) An enclosure as prescribed in section 34-281(b), (c) for confinement of a potentially dangerous or dangerous dog;
- (2) The proper posting of the premises as prescribed in section 34-281(g); and
- (3) An insurance policy or surety bond in the amount of \$15,000.00, insuring the owner against liability for any personal injuries inflicted by a dangerous dog. This shall apply to dogs classified as dangerous, only.

(e) An annual fee of \$100.00 will be charged in addition to regular dog licensing fees, to register dangerous and potentially dangerous dogs. This registration fee is subject to change as dictated by the county board of commissioners. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, an animal control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous or potentially dangerous dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this division.

(f) Issuance of a certificate of registration or the renewal of a certificate of registration by the animal control officer does not warrant or guarantee that the requirements specified in section 34-281 of this article are maintained by the owner of a dangerous or potentially dangerous dog on a continuous basis following the date of the issuance of the initial certificate of registration, or following the date of any renewal of such certificate.

(g) The owner of a dangerous or potentially dangerous dog shall notify the animal control officer within 24 hours if the dog is on the loose, is unconfined, has attacked a human, has died, or been sold, stolen or donated. If the dog is sold or donated, the owner shall also provide the name, address and telephone number of the new owner. If sold or donated to another resident of Fulton County, the new owner has ten days after taking possession of the dog to register the dog with Fulton County Animal Control. If the owner moves with the dog from one jurisdiction to another within the State of Georgia, the owner shall register the dangerous or potentially

dangerous dog in the new jurisdiction within ten days after becoming a resident.

(h) The owner of a dangerous or potentially dangerous dog who is a new resident of the State of Georgia shall register the dog as required in this article within 30 days after becoming a resident.

(91-RC-441, § L, 8-21-91)

### **Sec. 34-283. Formation of hearing board.**

(a) The Fulton County Board of Commissioners shall create a board known as the animal control hearing board, to hold hearings provided for in section 34-282 of this article. The board so designated is authorized, and shall have jurisdiction to conduct hearings, and determine matters provided for in section 34-282. No member of the animal control hearing board may participate in a hearing on any matter in which a member previously participated in the classification of the dog at issue.

(b) The hearing board shall consist of seven members appointed by the board of commissioners. The initial term of members shall be as follows:

- (1) Two members to serve for one year;
- (2) Two members to serve for two years; and
- (3) Three members to serve for three years.

Thereafter, all members shall be appointed for terms of three years and until their successors are appointed.

(91-RC-441, § J, 8-21-91)

Secs. 34-284--34-315. Reserved.

## **DIVISION 4. IMPOUNDMENT AND REDEMPTION**

### **Sec. 34-316. Impoundment of dogs, domestic animals, livestock, owned wildlife, and exotic animals.**

(a) Any citizen may pick up and impound any animal running at large in Fulton County, provided said animal is promptly surrendered to the Fulton County Animal Control to allow the person having the right of possession an opportunity to reclaim their animal.

(b) Dogs, domestic animals, livestock, owned wildlife, and exotic animals within any of the following classes may be captured and impounded from the areas noted in subsection 34-201 (a) (with the exception of subsections (b)(1), (b)(3), (b)(4), (b)(5), and (b)(6) of this section which shall also apply to any area of Fulton County not under contract for animal control services).

- (1) Dogs or cats without a current rabies vaccination.
- (2) Dogs or cats without a current Fulton County license.
- (3) Dogs not wearing a current vaccination/license tag. This shall include dogs wearing a tag that was not issued for said dog.
- (4) Warmblooded animals which have bitten a human or another warmblooded animal and warmblooded animals which have been bitten by another warmblooded animal

suspected of having rabies.

- (5) Warmblooded animals suspected of having rabies.
- (6) Unconfined warmblooded animals in quarantine areas.
- (7) Animals whose safety, health, or life is in immediate danger.
- (8) Animals whose ownership is unknown.
- (9) Dogs, domestic animals, livestock, owned wildlife, or exotic animals roaming at large, with the exception of cats.
- (10) Vicious animals or dangerous or potentially dangerous dogs not properly confined or restrained as defined in section 34-281.
- (11) Commercial guard/security dogs not properly confined or restrained as defined in section 34-206.
- (12) Dogs in heat not properly confined as defined in section 34-207.

(c) No animal shall be exempt from the provisions of this article by virtue of a vaccination, tag, or certificate.

(d) Any animal control officer empowered to perform any duty under this article is hereby authorized to go upon any premises to seize for impounding a dog or other animal which the officer is in immediate pursuit of with the exception of any occupied building into which the dog or other animal may enter. In the latter case, if the occupant or owner of the premises gives permission to the animal control officer to enter the premises, the officer may remove said dog or other animal.

(e) It shall be unlawful for any person to, in any manner, interfere with, hinder, resist, obstruct, or molest the animal control officer in the performance of his/her duties, or for any person to remove any animal from the animal control vehicle or animal control shelter without the permission of the animal control officer.

(f) When the owner of the dog or other animal impounded under the provisions of this article, can be readily identified and located, the health department or its designee shall notify the owner of the impoundment. A reasonable attempt to contact the owner shall be satisfied by a telephone call to the owner's residence, when possible, or a postcard sent to the owner's residence through the U.S. Postal System.

(g) A dangerous dog shall be immediately impounded by any animal control officer, or by a law enforcement officer if:

- (1) The owner of the dangerous dog does not secure the liability insurance or surety bond required by section 34-282(c);
- (2) The dangerous dog is not validly registered as required by section 34-282(c); or
- (3) The dangerous dog is not maintained in a proper enclosure as specified in section 34-281(b) or (c).

Any dangerous dog impounded under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this section, and upon payment of reasonable impoundment costs. In the event the owner has not complied with the provisions of this section within 20 days of the date the dog was impounded, said dog shall be destroyed in an expeditious and humane manner.

(91-RC-441, § O, 8-21-91)

### **Sec. 34-317. Disposition of impounded animals.**

(a) Every animal impounded under the provisions of this article which is found upon arrival at the animal control shelter to be diseased or injured, and whose ownership is unknown or is relinquished in writing, shall, at the discretion of the health department or its designee, be immediately destroyed if not accepted by an organization approved by the health department or its designee, and provided such organization signs a receipt for the animal. In the event an owner cannot be contacted and the severity of the injury or disease of the animal dictates that euthanasia is a humane course of action, the animal will be destroyed and the owner, if known, notified as soon as possible.

(b) If, in the opinion of the health department or its designee, the release of an impounded animal will impair the safety of the public, such animal will be held pending a court order disposition.

(c) Any animal impounded under the provisions of this article shall be held a minimum of three days from the day of impoundment or such longer period of time as deemed reasonable by the director of animal control. Animals under observation for rabies symptoms shall remain in the animal control shelter for such period of time as the health department or its designee may deem necessary to protect the public health. Exception: Livestock shall be held a minimum of 14 days.

(d) Impounded animals not claimed within three days of the day of impoundment or at the end of the quarantine period shall be disposed of (euthanized) in a humane manner as approved by the health department or its designee. No animal impounded under the provisions of this article shall be released to any person or organization for the purpose of live animal experimentation.

(e) Before the release of any impounded animal, the owner shall pay the following:

- (1) A vaccination fee on any unvaccinated animal when a vaccination is required by this article.
- (2) A license fee for any unlicensed dog or cat in an area covered by this article.
- (3) An impoundment fee.
- (4) A daily boarding fee.

(f) The county manager shall establish reasonable vaccination, license, impoundment, and boarding fees. In some instances the amount of impoundment and boarding fees will be on a cost-incurred basis.

(g) Proceeds from license, impoundment, and boarding fees shall be applied to the annual operating budget of the Fulton County Animal Control for animal and rabies control, enforcement activity, and operation of the animal facility.

(h) The health department or its designee shall exercise every reasonable care to prevent injury, illness, death, escape, or pilfering of any animal with which it deals but shall not be responsible for any such occurrence.

(91-RC-441, § R, 8-21-91)

### **Sec. 34-318. Adoption of impounded animals.**

(a) The Fulton County Animal Control as a designee of the Fulton County Health Department shall cooperate with the Atlanta Humane Society and any other approved organization by offering for adoption or placement cats and/or dogs not claimed by the person having the right of possession or any cat and/or dog that may be designated as a stray.

(b) Organizations with a continuing interest in adopting animals from the animal control shelter must register with the Fulton County Animal Control on the forms provided and be designated

as an approved adoption organization.

(c) All animals housed at the animal control shelter shall be under the authority of the animal control director or his/her designee. No animal will be released for adoption or placement prior to the holding period required by section 34-317(c) and with the written approval of the animal control director or his/her designee.

(d) The animal control director may confer ownership (permit adoption) of any animal which has become the property of the animal control shelter to an approved organization, subject to conditions prescribed by the animal control director including, but not limited to, the following:

(1) Payment of any vaccination, licensing, or veterinary costs shall be the responsibility of the receiving organization;

(2) Evidence satisfactory to the animal control director that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other diseases administered; and

(3) Evidence satisfactory to the animal control director that the animal has been, or will be, neutered or spayed.

(e) The Atlanta Humane Society will have the right of first refusal on adoptable animals at the animal control shelter. Other approved organizations interested in the adoption of a cat and/or dog may call the animal control shelter on Monday and Thursday morning to question the availability of adoptable animals. The animal control director may also contact an approved organization if an animal is available for adoption. No animal shall be held more than 24 hours past the time of notification.

(f) The Fulton County Health Department or its designee shall be held harmless and free from liability for any animal adopted to or placed with an approved adoption organization.

(91-RC-441, § S, 8-21-91)

Secs. 34-319--34-360. Reserved.

***City of Atlanta***

**ARTICLE I. IN GENERAL****Sec. 18-1. Enforcement.**

The mayor may negotiate and execute contracts with the boards of public health of Fulton and DeKalb Counties to effectuate the enforcement of this chapter within their respective counties.

(Code 1977, § 14-4016)

**Sec. 18-2. Removal of carcasses of small animals.**

(a) *Authority.* The director, bureau of sanitary services shall deliver to the city dumping grounds the carcasses of small animals, such as sheep, dogs and the like.

(b) *Notice of death, existence of carcass.* Any person owning the carcass of any small animal or any person on whose premises a small animal should die or be found dead, within three hours of its death or the discovery thereof, shall notify the sanitation inspector of the district wherein the dead animal may be found or the director, bureau of sanitation services of the location of the animal, unless the owner within that time shall remove or cause or procure the removal of the carcass to a place designated by the director, bureau of sanitation services.

(c) *Charges established.* Any collection or disposal of dead animal carcass received from private agencies providing care and treatment to animals shall be accompanied by payment of the required fee, which shall cover the cost of such service to be rendered.

(d) *Determination of amounts.* The rates referred to in subsection (c) of this section shall be determined annually by the commissioner of public works and shall be based on the current cost of collection and disposal of dead animals. A schedule of the charges shall be filed with the municipal clerk by the commissioner of public works not later than the second week following adoption of the annual budget and shall be made effective January 1 of each year.

(e) *Payment.* Payment of collection and disposal shall be made by coupons purchased from the city before the dead animal is collected and transported to the disposal facility.

(Code 1977, § 14-4017)

**Cross references:** Municipal solid waste collection and disposal system, § 130-36 et seq.

**Sec. 18-3. Disposal of carcasses of large animals.**

The police chief or the director, bureau of sanitary services, upon becoming informed of any dead horse, mule, cow or other large animal within the city limits, shall cause the carcass to be properly buried or disposed of so as not to create a nuisance. No person other than those employed to do so shall remove the carcass of the animal, provided that the owner or the owner's authorized agent may remove the carcass from the city under the direction of a sanitation inspector, but no one other than a sanitation inspector shall bury the animal within the city limits.

(Code 1977, § 14-4018)

**Cross references:** Municipal solid waste collection and disposal system, § 130-36 et seq.

**Sec. 18-4. Sale of carcasses of animals unfit for food.**

When the carcass of an animal slaughtered for meat has been condemned as unfit for food under health rules, the owner may sell it for use in making tallow or the hide may be utilized or for any proper similar purpose, provided that this disposition is made within three hours after condemnation. The owner shall file with the bureau of sanitary services a receipt from the purchaser showing the time of delivery. Blank forms for these receipts shall be furnished by the bureau of sanitary services without charge.

(Code 1977, § 14-4019)

**Sec. 18-5. Cruelty.**

It shall be unlawful for any person to overload, cruelly treat, maim, bruise, deprive of necessary sustenance, ill use or in any manner whatsoever torture or abuse any animal.

(Code 1977, § 14-4015)

**State law references:** Cruelty to animals, O.C.G.A. § 16-12-4.

**Sec. 18-6. Keeping animals infected with contagious disease.**

It shall be unlawful for any person to have and to keep any animal infected with a disease which may contaminate other animals and which may be a health hazard.

(Code 1977, § 14-4014)

**Sec. 18-7. Enclosures for keeping small animals.**

Small animals, such as dogs, rabbits, guinea pigs, chickens, turkeys and the like, may be kept within the city limits, subject to the following:

(1) *Condition, size.* All these animals must be provided with adequate housing. The houses, hutches, pens or other enclosures wherein animals are kept shall have a solid floor made of cement or other suitable washable material, except when pens are 75 feet or more from the nearest neighbor's residence or place of business. Floor space in all these houses, hutches, pens or enclosures, wherever located, must have the following minima:

- a. Dogs and miniature pot bellied pigs, 100 square feet per animal over four months of age.
- b. Rabbits or guinea pigs, four square feet per animal over four months of age.
- c. Turkeys, four square feet per bird over four months of age.
- d. Chickens and similar fowl, two square feet per bird over four months of age.
- e. Bantams, one square foot per bird over four months of age.

(2) *Location.* Pens or yards where such animals and birds are kept shall be placed at the following minimum distances from any residence or business establishment:

- a. Distance from any residence, except that of owner, or any business establishment, 50 feet.
- b. Distance from owner's residence, five feet.

(3) *Maximum number.* The maximum number of such animals which may be kept on a single premises shall not exceed the following:

- a. Dogs, ten.
- b. Rabbits or guinea pigs, 75.
- c. Turkeys, chickens, bantams or similar fowl, 25.
- d. Miniature pot-bellied pigs, 1.

(Code 1977, § 14-4012; Ord. No. 2002-16, §§ 2, 3, 3-12-02)

#### **Sec. 18-8. Sanitation of enclosures; storage, removal, use of manure.**

(a) *Generally.* It shall be unlawful for any person having authority to control the use of any stable, pen, shed, stall or other place where animals are kept to allow it to become filthy, malodorous or insanitary. Every person who owns or keeps animals shall maintain in connection therewith a bin or pit in which the manure from those animals shall be placed pending removal. The bin or pit shall be provided with covers or other devices approved by the director, bureau of sanitary services sufficient to prevent the ingress and egress of flies and other insect pests. The bin or pit shall be located at a point most remote from the house of the nearest neighbor and most remote from any street or avenue but must remain on the premises of the owner. All persons controlling places where animals are kept shall remove all manure from the bins or pits before it shall become malodorous or insanitary.

(b) *Use of manure as fertilizer.* The person may use manure upon such person's premises for the purpose of enriching such person's own ground or for any other purpose to which manure can properly be put, when not offensive or insanitary, and may remove manure from bins, pits or other places where deposited for any purpose when the manure is not offensive or insanitary.

(c) *Drainage.* All places wherein livestock are kept shall have adequate drainage sufficient to prevent standing water in yards or pens.

(d) *Use of chemical agents.* All yards or pens wherein livestock are kept shall be regularly covered with lime or other suitable chemical agents, as may be approved by the sanitary engineer, to prevent bad odors or nuisances to neighbors.

(Code 1977, § 14-4013)

#### **Sec. 18-9. Removal of canine fecal matter.**

(a) It shall be unlawful for any person owning, possessing, harboring or having care, charge, control or custody of any dog not to remove any feces left by that dog on any sidewalk, gutter, street, lot or other public area. Dog waste shall be immediately removed by placing said matter in a closed or sealed container and thereafter disposing of it in a trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(b) Each and every violation of this code section shall be punishable to the extent provided by code section 1-8.

(c) This section shall not apply to visually impaired persons who have the charge, control or use of a guide dog.

(Ord. No. 1996-57, § 1, 8-12-96)

Secs. 18-10--18-30. Reserved.

## ARTICLE III. DOGS

**Sec. 18-61. Applicability to portion of city within DeKalb County.**

(a) *Generally.* The following shall apply to that portion of the city within DeKalb County:

(1) *Duty of owner to keep dog under control.* It shall be unlawful for the owner of any dog or for any person having a dog in such person's possession and control to permit the dog to be out of control and unattended off the premises of the owner in that part of the city within DeKalb County or upon the property of another person without permission of the owner or person in possession thereof.

(2) *Definition of dog under control.* A dog is under control if the dog is controlled by a leash, is at heel or is beside a competent person and obedient to that person's commands or is within a vehicle being driven or parked on the streets or is within the property limits of the dog's owner.

(3) *Disposition of impounded dogs.*

a. The designated enforcement agency of the city shall notify immediately by registered or certified mail the owner of each dog impounded if the owner is known or can be reasonably ascertained. The owner may, within seven days after the mailing of the notice, reclaim the dog by the payment of an impoundment fee of \$7.50 plus a boarding fee of \$3.00 for each day the dog was impounded, the annual permit fee if not paid and the cost of rabies inoculation if the dog was not wearing a current rabies inoculation tag.

b. The designated enforcement agency may offer for adoption to any person any dog unredeemed or unclaimed by the owner after seven days upon payment of the required license fee, cost of rabies inoculation and impoundment fee of \$7.50.

c. If a dog is not claimed by the owner within the time prescribed or adopted within ten days after impoundment, the designated enforcement agency shall dispose of it in a manner as humane and painless as possible or may donate it to any public or private institution for disposition.

(4) *Duty of owner of dog to secure annual permit.* The owner or possessor of each dog who shall own or shall possess the dog on January 1 of each year shall, within 30 days thereafter and not later than when the dog shall be six months of age, and the owner and possessor of each dog which shall be acquired or possessed after January 1 of each year shall, within 30 days thereafter or by the time the dog is six months of age, obtain from the designated enforcement agency an owner's permit and pay an annual owner's permit fee of \$3.00 per dog, with the maximum charge per family of \$10.00, regardless of the number of dogs six months old or over.

(b) *Enforcement agency designated.* As an enforcement agency of the city for that portion of the city lying within DeKalb County, there is designated for the primary responsibility of the enforcement of subsection (a) of this section the animal control unit for DeKalb County and, when called upon by this unit, the officers and employees of the DeKalb County health department or DeKalb County police department. These agencies, their officers and employees are clothed with the power of the city for the purpose of the enforcement of subsection(a) of this section.

(c) *Procedure.* Upon information known to or complaint lodged with any officer or member of

the animal control unit, the DeKalb County police department or the DeKalb County health department that any owner or possessor of a dog is in violation of subsection (a) of this section, a summons shall be issued by an officer of the animal control unit requiring the owner or possessor of the dog to appear before the judge of the municipal court of the city on a day and time certain, to stand trial for violation of subsection (a) of this section. If this violation has not been witnessed by an officer or other employee of the city or county, a subpoena shall be issued to the person making the complaint to be and appear on the day and time set to testify on behalf of the city. If the owner or possessor of any dog is not known and the dog is upon the streets, alleys, sidewalks, school grounds, public places and premises of another prohibited by subsection (a) of this section, upon complaint made to or information known to the animal control unit, the unit shall immediately take possession of the dog and impound it according to rules and regulations provided by law or by ordinance of this city for the detention, control and disposition of dogs impounded pursuant to any applicable law or ordinance.

(d) *Disposition of funds.* The owner's permit fee, impoundment fee and cost of rabies inoculation referred to in subsection (a) of this section shall be paid to the designated enforcement agency and retained by the agency.

(e) *Statistical data.* The enforcement agency will, upon request of the city, furnish periodic reports of the number of dogs impounded, as well as other statistical data as may be requested with respect to the control of dogs and prevention of rabies.

(Code 1977, §§ 14-4041, 14-4042, 19-14.012)

#### **Sec. 18-62. Adoption of rabies control regulations of the health code of Fulton County.**

(a) The regulations of the health code of Fulton County relating to rabies and animal control, as codified in chapter 34, article 6 of the Code of Laws of Fulton County, as amended, or as may be hereafter amended, modified, revised or renumbered, are adopted and shall apply to that portion of the city lying within the territorial limits of Fulton County.

(b) Any person violating any of the provisions of the adopted regulations of the health code of Fulton County, as designated in subsection (a) of this section, shall be deemed guilty of an offense.

(c) Any deputy sheriff of Fulton County, as provided for in any agreement existing between the city and Fulton County, shall be clothed with the power of the city for the purpose of the enforcement of this section, including, without limitation, the power to arrest, the issuance and service of summons and the service of all processes and orders of the municipal court of the city.

(Code 1977, §§ 14-4043--14-4045; Ord. No. 1998-34, § 1, 5-12-98)

***City of East Point***

**CHAPTER 3. ANIMALS AND FOWL****Article A. General Provisions**

- § 7-3001. Cruelty to animals prohibited.
- § 7-3002. Bird sanctuary, city designated as such; molesting or killing birds prohibited, exceptions.
- § 7-3003. Dead animals--Disposition of.
- § 7-3004. Same--Storage prohibited.
- § 7-3005. Killing of animals by police, only when necessary.
- § 7-3006. Poisoning prohibited.
- §§ 7-3007, 7-3008. Reserved.
- § 7-3009. Stock running at large--Prohibited.
- § 7-3010. Same--Impounding.
- §§ 7-3011--7-3013. Reserved.
- § 7-3014. Pens and enclosures; floor areas and drainage maximum number of animals allowed.
- § 7-3015. Hogs--Compliance with requirements.
- § 7-3016. Same--Permit required; application.
- § 7-3017. Same--Duration and renewal.
- § 7-3018. Same--Sanitary requirements.
- § 7-3019. Same--Exceptions from requirements.
- § 7-3020. Reserved.
- § 7-3021. Cleaning up after pets; penalty for violation.
- §§ 7-3022--7-3050. Reserved.

**Article B. Dogs**

- § 7-3051. Definitions.
- § 7-3052. Vaccination and licensing of dogs.
- § 7-3053. Rabies cases to be reported.
- § 7-3054. Quarantine.
- § 7-3055. Impoundment of dogs.
- § 7-3056. Kennels.
- § 7-3057. Criminal responsibility of dog owners.
- § 7-3058. Impounding required for dogs at large.
- § 7-3059. Restrictions on dogs in public parks.

**ARTICLE A. GENERAL PROVISIONS****Sec. 7-3001. Cruelty to animals prohibited.**

It shall be unlawful to overload, cruelly treat, maim, bruise, abuse, mistreat, torture, deprive of necessary sustenance, ill use, abandon, or otherwise wrongfully deal with any domestic animal or fowl or otherwise treat such domestic creatures in a harsh, inhumane or unreasonable manner. Shelter for horses, cattle or other domestic animals shall be provided to protect such creatures against inclement weather and extreme temperatures.

(Code 1959, § 5-2; Ord. No. 014-05, § 1, 8-1-05)

**Sec. 7-3002. Bird sanctuary, city designated as such; molesting or killing birds prohibited, exceptions.**

(a) The entire area embraced within the corporate limits of the city is hereby designated a bird sanctuary.

(b) It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird nests or wild fowl nests; provided, however, if starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property in the opinion of the proper health authorities of the city, the health authorities shall meet with representatives of the Audubon Society, Bird Club,

Garden Club or Humane Society, or as many of such clubs as are to be found to exist in the city, after having given at least three (3) days' actual notice of the time and place of such meeting to the representatives of such clubs.

(c) If as a result of such meeting no satisfactory alternative is found to abate such nuisance, such birds may be destroyed in such numbers and in such manner as is deemed advisable by the health authorities, under the supervision of the chief of police.

(Code 1959, § 5-1)

#### **Sec. 7-3003. Dead animals--Disposition of.**

When the sanitation inspector shall be informed of any dead animal within the city, he shall cause all carcasses to be removed beyond the city limits and disposed of in such manner as not to create a nuisance.

(Ord. No. 925-86, § 1, 9-2-86)

**Editor's note:** Ord. No. 924-86, § 1, adopted Sept. 2, 1986, repealed § 7-3003, relative to the disposition of dead animals as derived from Code 1959, § 5-3. Ord. No. 925-86, § 1, enacted Sept. 2, 1986, adopted a new § 7-3003 to read as herein set out.

#### **Sec. 7-3004. Same--Storage prohibited.**

It shall be unlawful for any person to store or cause to be stored either on the premises of such person or other place within the city, the bodies of dead animals, fish or carnage of any kind, emitting an offensive odor.

(Code 1959, § 5-4)

#### **Sec. 7-3005. Killing of animals by police, only when necessary.**

No police officer shall kill or maim any domestic animal upon the streets or within the city, unless the destruction of such animal is necessary to prevent immediate and impending injury to a person or property.

(Code 1959, § 5-19)

#### **Sec. 7-3006. Poisoning prohibited.**

It shall be unlawful for any person to put out or cause to be put out any poison within the city for the killing of any domestic animal.

(Code 1959, § 5-23)

**State law references:** Cruelty to animals, Ga. Code, §§ 26-7902--26-7904.

Secs. 7-3007, 7-3008. Reserved.

**Editor's note:** Ord. No. 922-86, § 1, adopted Sept. 2, 1986, repealed §§ 7-3007 and 7-3008, which pertained to reporting lost animals to the police department and the return of an animal to its owner respectively. Former §§ 7-3007 and 7-3008 derived from Code 1959, §§ 5-20 and 5-21.

**Sec. 7-3009. Stock running at large--Prohibited.**

It shall be unlawful to turn out or allow any hogs, horses, cows, or similar animals to run at large within the city. Such stock allowed to do so shall be impounded, if possible, until the fine is paid if the guilty party be convicted of such offense.

(Code 1959, § 5-24)

**Cross references:** Dogs running at large, § 7-3055.

**Sec. 7-3010. Same--Impounding.**

Whenever any domestic animal is at large anywhere in the city in violation of the law, it shall be the duty of any police officer to impound the same, but not to kill or injure such animal, unless necessary in accordance with the provisions of section 7-3005.

(Code 1959, § 5-25)

Secs. 7-3011--7-3013. Reserved.

**Editor's note:** Ord. No. 923-86, § 1, adopted Sept. 2, 1986, repealed §§ 7-3012, relative to feeding animals on the street, and § 7-3013, pertaining to hitching animals in the city. Former § 7-3012 derived from Code 1959, § 5-11 and former § 7-3013 derived from Code 1959, § 5-13.

**Sec. 7-3014. Pens and enclosures; floor area and drainage, maximum number of animals allowed.**

It shall be unlawful for any person, firm or corporation to keep horses, ponies, mules, asses, donkeys, cows, sheep, goats, hogs, dogs, rabbits, guinea pigs, hamsters, chickens, turkeys, geese, ducks, pigeons or other fowl or animals except under the following conditions:

(1) *Distances of animal enclosures from buildings.* Any housing or enclosure used for the keeping of such animals or fowl shall be kept at the following minimum distances from any occupied building, except the dwelling unit of the owner, unless the permission of the owner/occupant of the adjacent building and the appropriate health officer is given for a lesser distance. So long as the minimum distances between other occupied buildings are not violated, said minimum distances shall not apply to an occupied unit of the owner of said animals or fowl. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one (1) animal for the period of ten (10) consecutive weeks following birth or until the offspring are weaned, whichever is lesser.

*Feet*

(a) Horse, pony, mule, donkey, cow, sheep, goat or other similar animal:

One (1) animal . . . 200

Two (2) animals or more . . . 500

(b) Swine:

One (1) animal . . . 200

Two (2) animals or more . . . 500

(c) Dogs and cats:

Two (2) or less . . . 20

Three (3) or more . . . 100

(d) Rabbits, guinea pigs, hamsters and similar animals:

Four (4) or less . . . 50

Five (5) or more . . . 100

(e) Fowl:

Four (4) or less . . . 20

Five (5) or more . . . 100

(2) *Area.* Each such animal or fowl shall be provided with the following average minimum ground area in the enclosure in which it is kept. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one (1) animal for the period of ten (10) consecutive weeks following birth or until the offspring are weaned, whichever is lesser.

(a) Horse, pony, mule, donkey, or cow . . . 10,000

(b) Sheep or goat . . . 3,000

(c) Swine . . . 3,000

(d) Dog and cat . . . 900

(e) Rabbits, guinea pigs, hamsters, etc. . . . 10

(f) Chickens, turkeys, geese, ducks, pigeons, or similar fowl

(3) *Maximum number permitted.* The maximum number of such animals or fowl that may be kept on any parcel smaller than five (5) acres shall not exceed the following. For the purposes of this subsection, a female animal and offspring shall be conclusively presumed as one (1) animal for the period of ten (10) consecutive weeks or until the offspring are weaned, whichever is lesser.

(a) Horses, ponies, donkeys, mules, cows

(b) Sheep or goats

(c) Swine

(d) Dogs and cats

(e) Rabbits, guinea pigs, hamsters, etc. . . . 15

(f) Chickens, turkeys, geese, ducks, pigeons or similar fowl . . . 10

(4) *Drainage, cleanliness.* Any housing or enclosure used for such animal shall be well drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary.

(5) *Exceptions.* Nothing contained herein shall apply to a duly licensed veterinary hospital, pet shop, pet grooming facility or similar commercial establishment where in compliance with local zoning regulations.

(Code 1959, § 5-22; Ord. No. 726-80, § 1, 11-3-80; Ord. No. 814-82, §§ 1--3, 10-17-82)

**Sec. 7-3015. Hogs--Compliance with requirements.**

It shall be unlawful to keep a hog, or to maintain and use a hog pen or sty for the purpose of keeping or feeding hogs or swine within the city, except as provided in sections 7-3016 through 7-3019.

(Code 1959, § 5-14)

**Sec. 7-3016. Same--Permit required; application.**

Any person desiring to keep or maintain hogs or swine within the city shall first obtain a permit from the board of health. Application for such permit shall be made to the county board of health in such form as may be prescribed by such board. Such application shall set forth the location of the pen, the maximum number of hogs to be kept. Such permit shall be denied unless the place where the hogs are to be kept is constructed so that it can be kept and maintained as required by this chapter.

(Code 1959, § 5-15)

**Cross references:** Additional requirements and restrictions, § 7-3014.

**Sec. 7-3017. Same--Duration and renewal.**

Permits required by section 7-3016 when granted shall extend only to the following June and shall expire on the first day of such month. They may be renewed, however, annually unless the applicant shall have violated any of the provisions of sections 7-3015 through 7-3019 or such other health regulations as may from time to time be established and sanctioned by the council.

(Code 1959, § 5-16)

**Sec. 7-3018. Same--Sanitary requirements.**

All hog pens or sites shall be at least (10) feet from the property line of any other person; provided nothing contained in this chapter shall permit the maintenance of a hog pen or sty if it shall become a nuisance, in which case it shall be abated as provided by law.

(Code 1959, § 5-17)

**Sec. 7-3019. Same--Exceptions from requirements.**

Sections 7-3015 through 7-3018 shall not apply in cases where hogs are brought into the city for the purpose of immediate sale or slaughter, except that it shall apply to the places in which they are kept and maintained.

(Code 1959, § 5-18)

**Sec. 7-3020. Reserved.****Sec. 7-3021. Cleaning up after pets; penalty for violation.**

(a) Any person owning, keeping, possessing, or harboring any dog or cat shall promptly remove and dispose of all feces left by the dog or cat on any public property and on any private property not owned by such person or lawfully occupied by such person.

(b) Any person, firm, or corporation violating any provision of this section shall be fined not less than five dollars (\$5.00) not more than one hundred dollars (\$100.00) for each offense.

(Ord. No. 1006-90, 1, 6-18-90)

Secs. 7-3022--7-3050. Reserved.

## ARTICLE B. DOGS

### Sec. 7-3051. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article.

- (1) *Abandon*. The word "abandon" shall mean the intentional act of leaving an animal to survive on its own or placing an animal upon public or private property or within a public building unattended or uncared for.
- (2) *Certificate*. The word "certificate" shall mean a certificate issued at the time of vaccination of the dog, and bearing thereon the signature of the vaccinator, the vaccination tag number, the name, color, breed and sex of the dog, the name and address of the owner, and the date of expiration of the vaccination.
- (3) *Current license tag*. The term "current license tag" shall mean a license tag issued for the year in question, except that a person shall have through April 30 of any year to secure a license tag for such a year provided a license tag for the prior year has already been purchased, and is affixed to the collar of the dog.
- (4) *Current vaccination tag*. The term "current vaccination tag" shall mean a metal tag or certificate issued by the Georgia Department of Human Resources which bears a number showing that it is current for a one-year or a three-year period.
- (5) *Dog*. The word "dog" shall mean dog, or any domesticated canine of either sex, whether or not vaccinated against rabies.
- (6) *Health officer*. The words "health officer" shall mean the Commissioner of Health of Fulton County, or his authorized representative, which includes officers or employees of the Atlanta Humane Society for Prevention of Cruelty to Animals, Inc., so long as such corporation is under contract with Fulton County and City of East Point to operate the dog pound and perform animal and rabies control services.
- (7) *License tag*. The term "license tag" shall mean a metal tag issued on behalf of East Point by the health officer and bearing the words "Fulton County" and a license number.
- (8) *Person*. The word "person" shall be defined as in section 1-1003 of this Code.
- (9) *Pound*. The word "pound" shall mean the facilities operated by the health officer for confining dogs impounded under the provisions of this regulation.
- (10) *Vaccinate*. The word "vaccinate" shall mean the injection, by a veterinarian, of a specified dose of anti-rabies vaccine into the musculature of a dog, such vaccine having the U.S. Government license number approval stamped on label of vaccine container and having been approved by the State Department of Human Resources. Vaccine used for vaccination of dogs against rabies shall be refrigerated and kept under proper conditions, and shall show no signs of spoilage or otherwise be unfit for procuring immunity against rabies.
- (11) *Vaccination tag*. The term "vaccination tag" shall mean a metal tag issued by the

Georgia Department of Human Resources to licensed veterinarians in the State of Georgia and supplied by such veterinarians to owners upon vaccination.

(12) *Veterinarian*. The word "veterinarian" shall mean any person who holds a license to practice the profession of veterinary medicine issued by the state board of veterinary medicine.

(Ord. No. 674-77, § A; Ord. No. 013-05, § 1, 8-1-05)

### **Sec. 7-3052. Vaccination and licensing of dogs.**

(a) The owner or possessor of each dog over four (4) months of age, kept, maintained or harbored within the municipal limits of the City of East Point, at any time during the year, shall apply for and obtain a license tag for such dog which shall be affixed to a collar worn by such dog at all times. This provision does not apply to show dogs wherein the wearing of a collar may suffer damage to the coat of the animal. Owners of show dogs shall have in their possession the dog tag where it may be produced on demand of animal control authority.

(b) Dogs four (4) months of age or less shall be confined to their owner's premises and not be allowed to run at large.

(c) The license tag referred to above shall be issued upon the payment of a license fee as determined by Fulton County and upon presentation of a certificate showing that the dog for which the license is issued has been vaccinated and has been issued a current vaccination tag as prescribed by the Georgia Department of Human Resources.

(d) Such license tag shall be issued on behalf of Fulton County by the health officer who shall make the tag available for sale from January 1 through April 30 each year for current year and throughout the year for dogs brought into East Point after April 30 or becoming four (4) months of age after April 30.

(e) It shall be unlawful for any person keeping, maintaining or harboring a dog to fail to secure a current license tag for such dog with such license tag affixed to collar worn by such dog at all times. With respect to show dogs, such license tag shall be in the possession of the owner if not on the collar worn by the dog.

(f) Proceeds from the sale of license tags and pound fees, hereinafter referred to, shall be applied to the annual operating budget of the Fulton County-Atlanta S.P.C.A. for the control of rabies, animal control, enforcement, and the operation of the dog pound.

(g) In addition to the license tag referred to above, each dog kept, maintained, or harbored in East Point at any time shall wear affixed to its collar a current vaccination tag as prescribed by the Georgia Department of Human Resources. With respect to show dogs, such vaccination shall be in the possession of the owner if not on the collar worn by the dog.

(h) Any licensed veterinarian shall be entitled in connection with his practice, on the request of any given dog owner, to vaccinate such dog or dogs against rabies, provided that at the time of such vaccination he attaches to suitable collar to be provided by the dog owner a vaccination tag issued by the Georgia Department of Human Resources, bearing the official serial number, furnishing at the same time to the dog owner a certificate or certificates certifying to the vaccination of each dog, furnishing one (1) copy to the Fulton County Department of Public Health and one (1) copy to be kept by the veterinarian for his files. With respect to show dogs, the vaccination tag shall not be attached to collar if owner objects, but shall be delivered to owner.

(i) No person shall vaccinate any dog against rabies with any substance other than a vaccine meeting the specifications set forth in section 7-3051(9).

(j) It shall be the duty of all persons owning or having charge of any dog brought into East

Point from outside the city to have such dog vaccinated and to obtain a license tag, certificate and vaccination tag within fourteen (14) days from the date of entry, provided that when the owner or person having charge of such dog produces evidence satisfactory to the health officer that such dog has a current vaccination certificate or tag as prescribed by this regulation by a person duly licensed to practice veterinary medicine or has a current vaccination tag issued by the Georgia Department of Human Resources, such dog shall not be required to be vaccinated again until the date of expiration of the current vaccination, but the owner of such dog shall obtain a license tag and certificate therefor as required by this regulation.

(k) It shall be unlawful for any person to attach a vaccination tag or license tag to the collar of any animal for which it was not issued, or to remove such tags from any animal without the consent of its owner or possessor.

(l) Failure to procure a license tag by May 1 of each year shall subject a dog owner to a penalty charge in addition to the license fee, as determined by Fulton County, for each month beginning in May for the balance of the current license period.

(Ord. No. 674-77, § B)

### **Sec. 7-3053. Rabies cases to be reported.**

It shall be the duty of any person knowing of a rabid animal or an animal showing rabid symptoms, to immediately report such animal to the health officer and give as much additional pertinent information as possible.

(Ord. No. 674-77, § C)

### **Sec. 7-3054. Quarantine.**

(a) Where rabies has been found to exist in any warm-blooded animal, or where its existence is suspected, the health officer may designate an area within which quarantine of all such animals shall be maintained and all such animals shall thereupon be immediately confined to the premises designated by the health officer in a manner approved by the health officer whether or not such animal has been vaccinated against rabies.

(b) No animal shall be removed from or brought into a quarantined area or premises without written approval of the health officer.

(c) Quarantine ordered by the health officer shall be maintained for such period as the health officer deems necessary to protect the public health.

(d) Quarantined areas or premises and areas where rabid animals, or animals suspected of rabies, remain at large may be posted by the health officer with signs which read as follows: "Rabies suspected" or "Rabies-Keep away from animals." Such signs shall be conspicuously displayed in a place designated by the health officer and shall not be defaced or removed except by the health officer. Signs furnished and approved by the health officer shall be used.

(e) The owner or custodian of each animal subject to a quarantine invoked by the health officer under terms of this regulation shall be notified of the quarantine, the particular animals subject thereto, and shall be given such other information as the health officer deems necessary.

(f) The heads of all animals having had rabies or suspected of having had rabies at time of death shall be submitted to the health officer for examination by the Georgia Department of Human Resources laboratory.

(Ord. No. 674-77, § D)

**Sec. 7-3055. Impoundment of dogs.**

(a) Dogs or other animals within any of the following classes may be captured and impounded in East Point:

- (1) Dogs whose ownership is unknown;
- (2) Vicious dogs of all kinds; a dog shall be deemed vicious when the same is of an ugly disposition and is prone to unprovoked attacks on persons or other animals;
- (3) Dogs in heat off premises of their owners;
- (4) Dogs or other animals which have bitten a person or animal or which have been bitten by a dog or animal suspected of having rabies;
- (5) Dogs not tagged with an unexpired Fulton County license tag;
- (6) Dogs not wearing a current vaccination tag;
- (7) Dogs which have strayed from the premises of their owners;
- (8) Wandering dogs;
- (9) Dogs suspected of having rabies;
- (10) Unconfined dogs in quarantine areas.

(b) No dog shall be exempted from this provision by virtue of vaccination, license tag or certificate.

(c) When a dog's owner can be readily identified and located, the health officer shall notify the owner that such dog has been impounded. If any impounded dog is not claimed within three (3) days of the date such dog is impounded, such dog shall be disposed of in a manner approved by the health officer; provided that animals under observation for rabies symptoms shall remain in the pound for such period of time as the health officer may deem necessary to protect the public health; and provided that the health officer may, at his discretion, offer for adoption any dog not redeemed or claimed within three (3) days by the person having right of possession, to any person desiring the dog, but only after such person has complied with all applicable provisions of this regulation, and has paid the pound and vaccination fee hereinafter set out.

(d) Before a dog's being released to the owner, the owner of any unvaccinated dog shall pay to the health officer a fee, as determined by Fulton County, which shall include a pound fee and the cost of vaccination. Dogs that have been vaccinated and licensed before becoming impounded shall be released to their owners within three (3) days after capture upon payment of pound fee, provided the health officer is of the opinion that such release will not impair the safety of the public. In addition to the pound fee, the health officer shall be entitled to charge a boarding fee, as determined by Fulton County, per day for dogs boarded in excess of twenty-four (24) hours after notification to the owner. Every animal impounded under provisions of this regulation which is found upon arrival at the pound to be diseased or injured, and whose owner is unknown or relinquishes ownership in writing, shall be immediately destroyed, if not accepted by an organization approved by the health officer, provided such organization signs a receipt for the animal.

(e) Every animal showing clinical signs of rabies as determined by a veterinarian shall be immediately destroyed and the head of such animal shall be sent to the laboratory of the Georgia Department of Human Resources.

(f) The health officer shall exercise every reasonable care to prevent injury, illness, death, escape, or pilfering of any dog with which he deals in carrying out the provisions of this regulation, but he shall not be responsible for any such occurrence.

(g) Within the corporate limits of East Point it shall be unlawful for the owner or any other person having custody of any dog or other canine animal, to allow or permit such dog to go off the premises of the owner or such other person having custody of the animal unless such animal shall be securely under leash by the owner or some other competent person.

(h) The above requirements shall not apply in any area zoned for agricultural purposes where the owner or other person having custody of the dog is at the time in question using the dog for hunting purposes, has the dog in his possession or control at the time, and has on his person a valid and existing hunting license at the time. Dogs while hunting or show dogs are not required to wear a collar or dog tag, but the owner shall have the dog tag in his possession where it may be shown upon demand of animal control authority.

(Ord. No. 674-77, § E)

#### **Sec. 7-3056. Kennels.**

(a) Where there are four (4) or more dogs, each over the age of four (4) months, kept, maintained or harbored at one (1) household, the premises shall be deemed to constitute a kennel, and every kennel shall be subject to regulation and inspection by the health officer.

(b) All commercial kennels which are subject to a business license fee from city shall be exempt from the requirement of a separate license fee for each dog located in such kennel. Owners of kennels as constituted under this paragraph will not be issued dog tags for their animals but shall have in their possession the business license where it may be shown upon demand by the animal control authority.

(Ord. No. 674-77, § F)

#### **Sec. 7-3057. Criminal responsibility of dog owners.**

It is hereby declared to be unlawful for any person owning or having custody of a dog within the city to allow a violation of any of the provisions of this article.

(Ord. No. 700-79, § 1, 6-4-79)

**Editor's note:** At the editor's discretion, § 1 of Ord. No. 700-79, enacted June 4, 1979, which amended §§ 5-6 and 5-6.1 of the 1959 Code, has been codified as §§ 7-3057 and 7-3058.

#### **Sec. 7-3058. Impounding required for dogs at large.**

Any and all dogs found running at large in violation of any of the provisions of this article shall be picked up and impounded by the city and the county dog pound.

(Ord. No. 700-79, § 1, 6-4-79)

**Note:** See the editor's note for § 7-3057.

#### **Sec. 7-3059. Restrictions on dogs in public parks.**

(a) For the safety of the public and of citizens' pets, dogs shall only be permitted in certain areas of public parks, provided that the pet is on a leash and is controlled by a competent person who has full control of the dog at all times.

(b) It shall be unlawful for any person to permit dogs within the following areas of a public

## parks:

- (1) Areas where children play such as playgrounds and sandboxes;
- (2) Tennis court area;
- (3) Basketball court areas;
- (4) Within ten (10) feet of any building;
- (5) Picnic tables, pavilions or gazebos;
- (6) Swimming pools or pool areas;
- (7) Ball fields;
- (8) Areas where athletic, recreational or festival events are being held, except when animals are a part of the festival, exhibit or activity of a special event or festival; and
- (9) Any lake, pond or fountain.

(c) Any off-leash area may be established in a park upon the recommendation of the parks and recreation director and a majority vote of the city council. All users of the leash-free area shall assume any risk and liability associated with such areas and notice to such effect shall be incorporated into the signage which will be posted at the entrance to the leash-free area. No children under twelve (12) shall be allowed in the leash-free area without an adult. The people with the dogs must carry the leash at all times and maintain control of the dog. Any off-leash area must be:

- (1) Clearly marked as a dog area;
- (2) Separated from the rest of the park by a fence;
- (3) Have the rules for the use of the area posted;

(d) It shall be the responsibility of any person bringing a dog into a public area to clean up any matter excreted by such pet.

(e) Subsection (b) shall not apply to dogs specially trained to accompany a totally or partially blind person or a deaf person, or a service dog especially trained for the purpose of accompanying a physically disabled person, or a dog trained and licensed by and in the possession of any law enforcement officer on duty.

(f) Any person who fails to maintain control or to clean up after their dog or who walks their dog in any of the prohibited areas identified in subsection (b) of this section shall be subject to a fine of not less than twenty-five dollars (\$25.00) nor more than one-hundred dollars (\$100.00).

(Ord. No. 008-04, § 1, 4-5-04)

**Cross references:** Regulations for the use of public parks, § 9-1021 et seq.

# **EXHIBIT 5**

## ***Fee Schedule***

## Fee Schedule

### **Fulton County Animal Services fees are as follows:**

#### **Reclaim Fees**

- \$35.00 Impoundment fee
- \$10.00 Boarding fee per day
- \$15.00 Boarding fee per day for Quarantine

#### **Dog and Cat License Fees**

- \$10.00 One year sterilized animal fee
- \$25.00 Three year sterilized animal fee
- \$25.00 One year sexually intact animal fee
- \$60.00 Three year sexually intact animal fee

#### **Special Permit Fee**

- \$100.00 Annually

#### **Potentially Dangerous Dog/Dangerous Dog**

- \$100.00 Annual registration fee

#### **Adoption fees are as follows:**

Dog: \$85

- Spay or Neuter - included
- Rabies shot (if old enough) - included
- Distemper/parvo Vaccination - included
- Heartworm test (over 6 months) - included
- Deworming - included
- Microchip & database registration - included
- Collar, ID tag, leash - included
- Free veterinary visit - included
- Free bag of dog food - included

Cat: \$65

- Spay or Neuter - included
- Rabies shot (if old enough) - included
- Felovax vaccination - included
- Combo test - included
- Deworming - included
- Microchip & database registration - included
- Cardboard cat carrier - included
- Free veterinary visit - included
- Free bag of dog food - included