

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: SPLOST 2020 Project 28, Mental Health Recovery Facility Project - Intergovernmental Contract with Advantage Behavioral Health Systems

DATE: June 27, 2022

BUDGET INFORMATION:

REVENUES: \$ 5,218,500 SPLOST 2020 Project 28 (All Tiers)

EXPENSES:

| | | |
|----------|---------------------|--|
| CAPITAL: | \$ 13,151 | Expensed & Encumbered |
| | \$ 3,247,916 | Designated for Construction |
| | \$ 202,073 | Designated for Fixtures, Furniture, and Equipment |
| | \$ 289,576 | Designated for Miscellaneous, Testing, and PM Fees |
| | \$ 32,500 | Designated for Public Art |
| | <u>\$ 1,030,549</u> | <u>Available for Contingency</u> |
| | \$ 402,735 | Available for Design |

FUNDING SOURCE: SPLSOT 2020 Program Revenues

COMMISSION ACTION REQUESTED ON: August 2, 2022

PURPOSE:

To request that the Mayor and Commission:

- a. Approve the proposed Intergovernmental Contract (**Attachment #1**) with the Advantage Behavioral Health Systems (Advantage) for SPLOST 2020 Project 28, Mental Health Recovery Facility Project;
- b. Designate the SPLOST 2020 Project 28, Mental Health Recovery Facility Project as appropriate for Public Art with a proposed Public Art Budget of \$32,500; and
- c. Authorize the Mayor and appropriate staff to execute all necessary documents.

HISTORY:

1. On November 5, 2019, Athens-Clarke County voters approved the SPLOST 2020 Program Referendum, which included Project 28 - Mental Health Recovery Facility Project for budgeted amount of \$5,325,000.
2. On December 1, 2020, in order to allocate funds for Program Administration, the Commission approved an Ordinance which amended the SPLOST 2020 Project Budgets. The

budget for SPLOST 2020 Project 28, Mental Health Recovery Facility was amended to \$5,218,500.

3. On May 10, 2021, the Athens Cultural Affairs Commission (ACAC) offered a recommendation in accordance with Athens-Clarke County Code Ordinance, Section 1, Title I, Chapter 1-25-6, Additional Funding for Public Art, to the M&C related to the use of public art for SPLOST 2020 Project 28 – Mental Health Recovery Facility Project.

FACTS & ISSUES:

1. Advantage and ACCGov desire to enter into this Agreement to provide Project Implementation Guidelines and to govern the expenditure of proceeds of SPLOST 2020 for the Project; and

2. **The SPLOST 2020 Mental Health Recovery Facility Project** Statement includes the following language:

This project will provide funding for land acquisition, design, construction, and/or equipping of a mental health recovery facility project and/or renovations, improvements, additions to, and equipping of an existing facility so as to provide a residential style facility for individuals with mental health and potentially co-occurring addictive disease(s). It is anticipated that to the extent permitted by law the facility or facilities would be built in conjunction with one or more public or other private partner(s) that may provide additional capital funds to the project to support SPLOST funding and that would provide the operational funding for the facility. The program is envisioned to provide a facility or facilities to provide congregate living style facility that could accommodate group and/or individuals for counselling programming. An example of a potential partner organization may be, but not be limited to, Advantage Behavioral Health Systems, a Community Service Board (CSB), duly created and existing pursuant to the Constitution and laws of the State of Georgia, specifically O.C.G.A. § 37-2-6. Additionally, to the extent allowed by law, funds may be used as matching funds for leveraging grant opportunities.

3. Under the Initial Project Statement, the Project is to provide funding support for land acquisition, design, construction, and/or equipping of a mental health recovery facility project and/or renovations, improvements, additions to, and equipping of an existing facility so as to provide a residential-style facility for individuals with mental health and potentially co-occurring addictive disease(s). The original project was submitted by Advantage for inclusion in the SPLOST 2020 Program. The project was envisioned to provide a facility or facilities to provide congregate living style facility that could accommodate group and/or individuals for counselling programming.
4. The Initial Project Statement notes Advantage as a specific example partner for this project.

5. In support of this partnership, Intergovernmental Contract proposes to use all of the SPLOST 2020 Project 28 funds of \$5,218,500 to support the design, construction, Furniture, Fixtures & Equipment (FF&E), testing, project management services, and the required Public Art element for the Project. The original Project Submission from Advantage was for \$11,422,000 for the full build-out of the proposed project. The available budget from SPLOST is not anticipated being adequate to build all of the proposed improvements. Advantage will be seeking additional funds from ACCGov and fund raising to acquire funding for the full project.
6. Ultimately the facility will be owned and maintained by Advantage and will be constructed on property owned by Advantage located at or adjacent to 240 Mitchell Bridge Road (the "Project Property"). The size and final scope of the Project will be determined in a subsequent Intergovernmental Contract between the Advantage and ACCGov that will be brought back to M&C for consideration in the future. This subsequent Intergovernmental Contract will also address how payments will flow with respect to any additional funding to be provided by Advantage, as well as such other additional matters deemed necessary by the parties for the successful implementation of the Project.
7. The term of the proposed Intergovernmental Contract will become effective upon its date and shall be in full force and effect until the Project is completed, up to a term of five years.
8. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:
 - Identify and Close Gaps in Partnership with the Community Goal, Strategy D: *Ensure existing resources reach marginalized people and those most in need through effective and accessible social service delivery, nonprofit capacity building, and problem-solving with connected community partners*

OPTIONS:

1. Mayor and Commission:
 - a. Approve the proposed Intergovernmental Contract (**Attachment #1**) with the Advantage Behavioral Health Systems (Advantage) for SPLOST 2020 Project 28, Mental Health Recovery Facility Project;
 - b. Designate the SPLOST 2020 Project 28, Mental Health Recovery Facility Project as appropriate for Public Art with a proposed Public Art Budget of \$32,500; and
 - c. Authorize the Mayor and appropriate staff to execute all necessary documents.
2. Mayor and Commission do not approve the proposed Intergovernmental Agreement.
3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option #1 a, b & c

DEPARTMENT: Prepared by: Keith D. Sanders, SPLOST & TSPLOST Program Management, for

Robert Cheshire

Robert Cheshire, Capital Projects Director

Date: July 6, 2022

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, & c

John M. Williford

Manager

July 14, 2022

Date:

ATTACHMENTS:

Attachment #1: Intergovernmental Contract with ABHS

INTERGOVERNMENTAL CONTRACT
(Project Implementation for the
SPLOST 2020 Project 28- Mental Health Recovery Facility Project)

This **INTERGOVERNMENTAL CONTRACT** (this “Agreement”), dated as of _____, 2022, by and between **ADVANTAGE BEHAVIORAL HEALTH SYSTEMS** (“Advantage”), a Community Service Board (CSB), duly created and existing pursuant to the Constitution and the laws of the State of Georgia, specifically O.C.G.A. Sec. 37-2-6 (the “Act”), and the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA** (the “Unified Government”), a consolidated government and political subdivision of the State of Georgia;

W I T N E S S E T H:

WHEREAS, Advantage Behavioral Health Systems is a Georgia public corporation duly existing pursuant to Georgia law, specifically the Act; and

WHEREAS, under the Act, Advantage is empowered, among other things, to provide mental health, development disabilities, and addictive diseases services; and

WHEREAS, under the Act, Advantage is further empowered, among other things, to make and enter into all contracts for the performance of its duties and functions and may own, hold, improve, and use, real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other municipal corporation of the State of Georgia to enter into an agreement, for a period not exceeding 50 years, with another county, municipality or municipal corporation or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such Intergovernmental Contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Unified Government’s SPLOST 2020 (“SPLOST 2020”) was voted on and approved in the referendum conducted on November 5, 2019 (the “Referendum”) and included a budgeted amount of \$5,325,000 for Project No. 28, the Mental Health Recovery Facility Project (the “Project”); and

WHEREAS, on December 1, 2020, in order to allocate funds for Program Administration, the Commission approved an Ordinance which amended the SPLOST 2020 Project Budgets. The budget for SPLOST 2020 Project 28, Mental Health Recovery Facility was amended to \$5,218,500; and

WHEREAS, under the project statement approved by the Commission, said Mental Health Facility Project is to provide funding support for land acquisition, design, construction, and/or equipping of a mental health recovery facility project and/or renovations, improvements, additions to, and equipping of an existing facility so as to provide a residential style facility for individuals with mental health and potentially co-occurring addictive disease(s); and

WHEREAS, under the project statement approved by the Commission, it was anticipated that to the extent permitted by law the facility or facilities would be built in conjunction with one or more public or other private partner(s) that may provide additional capital funds to the project to support SPLOST funding and that would provide the operational funding for the facility; and

WHEREAS, under the Project statement approved by the Commission, the program was envisioned to provide a facility or facilities to provide congregate living style facility that could accommodate group and/or individuals for counseling programming; and

WHEREAS, under the project statement approved by the Commission, Advantage was specifically noted as a potential partner organization; and

WHEREAS, the Commission has determined it to be in the best interests of the Unified Government and its citizens to partner with Advantage for the construction and on-going operation of the Project; and

WHEREAS, in support of this partnership, the Unified Government intends to use approximately \$5,218,500 from the SPLOST Mental Health Facility Project budget (the "SPLOST Proceeds," which may include bond funding) to support the design, construction, Furniture, Fixtures & Equipment (FF&E), Testing associated with the Project, project management services, through the Unified Government's consultant, Jacobs Project Management Company ("Jacobs"), and the required Public Art element for the Project which will equal the full balance of SPLOST proceeds allotted for the Project; and

WHEREAS, in accordance with the project statement approved by the Commission, it is the intention of the Unified Government and Advantage that the Project will be a "residential" style facility that will serve individuals with mental health and potential co-occurring addictive diseases; and

WHEREAS, the Authority and the Unified Government desire to enter into this Agreement to provide Project Implementation Guidelines for the Project; and

WHEREAS, the Unified Government has determined that it is appropriate for the costs of the Project to be funded by proceeds of SPLOST 2020; and

WHEREAS, Advantage and the Unified Government desire to enter into this Agreement to govern the expenditure of proceeds of SPLOST 2020 for the Project; and

WHEREAS, the Authority and the Unified Government are authorized under the Constitution and laws of the State of Georgia to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, the parties hereby agree as follows:

1. Project Implementation Guidelines. Advantage and the Unified Government agree to the following Project Implementation Guidelines for the Project:

A. In accordance with the project statement approved by the Commission, the Project will be a “residential” style facility that will serve individuals with mental health and potential co-occurring addictive diseases. The Project shall be subject to the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et. seq. Pursuant to Sec. 1-25-6 of the Code of Athens-Clarke County, Georgia, public art will be required to be part of the Project.

B. The Unified Government will contribute approximately \$5,218,500 in SPLOST Proceeds to support the design, construction, FF&E, testing associated with the Project, project management services (through Jacobs), and the required Public Art element for the Project, which equals the full balance of SPLOST proceeds allotted for the Project.

C. The Project will be owned by Advantage and will be constructed on property owned by Advantage located at or adjacent to 240 Mitchell Bridge Road (the “Project Property”). The size and final scope of the Project will be determined in a subsequent Intergovernmental Contract between the parties hereto based upon the additional amount of funding that Advantage is able to commit to the Project. This subsequent Intergovernmental Contract shall also address how payments will flow with respect to any additional funding to be provided by Advantage, as well as such other additional matters deemed necessary by the parties for the successful implementation of the Project. In that regard, Advantage shall be responsible for the following:

i. Providing any additional capital needed for the Project in excess of the Unified Government’s not to exceed contribution of \$5,218,500 in SPLOST Proceeds, as noted in 1.B., to support the Project.

ii. Paying the cost to have the Project Property subdivided and for providing title to the Project Property that is free and clear of any liens or encumbrances prior to the beginning of construction.

D. The Project will be implemented in accordance with the Pre-Design and Design phases of the Unified Government’s standard Capital Projects Process. In accordance with this Process, the Project Concept and the Schematic Design for the Project will be subject to the approval of the Unified Government’s Mayor and Commission. In addition, the following User Group criteria and procedures shall be followed related to implementation of the Project:

- i. Advantage will provide three to four User Group members.
- ii. The Unified Government’s Manager will appoint four staff User Group members to provide assistance.

- iii. The User Group will develop and approve the Request for Proposal requirements for a Design Professional and serve as the subsequent proposal evaluation committee for the Design Professional.
- iv. The User Group will primarily function during the Pre-Design and Design. Once construction starts, Jacobs, acting in its capacity as the Project Manager, will provide the primary coordination between Advantage, the Designers and the Contractor.
- v. The Unified Government's Procurement and Risk Management procedures and policies shall be followed for the procurement of goods and services, (e.g. design, construction, commissioning, testing, etc.).

E. As indicated above, Jacobs will provide project management services for the Project and will coordinate activities for construction with Advantage. The Project will be designed to Advantage's standards for operational concerns. The Project will be designed to meet the Unified Government's sustainability policy. The Project will also be designed to meet GBMH standards.

F. Advantage shall be responsible for operating the Project following the completion of its construction. Advantage shall be responsible for providing all on-going operational and capital cost for the Project, including, but not limited to, personnel, maintenance, furnishings, life cycle replacement of major systems and facilities, as well as utilities.

2. Provision of SPLOST Proceeds. Upon the submission of acceptable and proper documentation of the costs for the Project, (the "Project Costs"), no more frequently than monthly, the Unified Government, acting through its Manager or his designee, shall advance SPLOST Proceeds for the payment of the Project Costs up to an aggregate amount of \$5,218,500, as noted in 1.B., to support the Project.

3. Review and Audit. The Unified Government reserves the right to review and audit the expenditures of SPLOST Proceeds, and Advantage will fully cooperate with any such review or audit and will provide all necessary records pertaining thereto.

4. Effective Date and Term. This Agreement shall become effective upon its date and shall be in full force and effect until the Project is completed, up to a term of five (5) years.

5. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and sent (a) by certified mail with return receipt requested (postage prepaid), or (b) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Authority: Advantage Behavioral Health Systems
240 Mitchell Bridge Rd.,
Athens, GA 30606

If to the Unified Government: Unified Government of Athens-Clarke County,
Georgia
P. O. Box 1868
Athens, Georgia 30603
Attn: Manager

Notices will be deemed given only when actually received.

6. Construction, Entire Agreement and Binding Effect. This Agreement shall be construed in conformity with the law governing SPLOST 2020. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the Unified Government and shall not be assigned.

7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. Amendments, Changes and Modifications. This Agreement may not be modified or changed except in a written amendment authorized and executed by each party.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. Governing Law. This Agreement is prepared and entered into with the intention that the law of the State of Georgia.

11. Limited Recourse. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority or the Unified Government contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer or employee, as such, in his individual capacity, past, present or future, of the Authority, the Unified Government or any successor body, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Unified Government and the Authority payable only from the funds and assets of the Unified Government and the Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer or employee, as such, past, present or future, of the Unified Government or the Authority, or of any successor corporation, either directly or through the Unified Government, the Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises or agreements entered into between the Authority and the Unified Government whether contained in this Agreement or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of

that character against every such member of a governing body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a governing body, officers and employees of the Authority and the Unified Government under the provisions contained in this paragraph 12 shall survive the termination of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Advantage has executed this Agreement by causing its name to be hereunto subscribed by its authorized officer indicated below and attested to by its Secretary; and the Unified Government has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and attested to by its Clerk; all being done as of the day and year first above written.

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: _____
Title:

Attest:

Secretary

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

By: _____
Mayor

Attest:

Clerk