

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

October 18, 2023

10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Vice-Chairman (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**23-0692 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Recess Meeting Agenda for separate consideration.

23-0693 Board of Commissioners

Request approval of the proposed 2024 Fulton County Board of Commissioners' Meeting Calendar.

23-0694 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Reverend Earl Calloway Remembrance Day."

(Arrington)

October 7, 2023

Proclamation recognizing "Constance Pinson Remembrance Day." **(Arrington)**

October 12, 2023

Open & Responsible Government**23-0695 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in a total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

23-0696 Finance

Ratification of September 2023 Grants Activity Report.

Health and Human Services**23-0697 Public Works**

Request approval to renew existing contracts - Department of Public Works, 21ITBC000022A-CJC, Jetter Parts in the amount of \$77,515.96 with Municipal Equipment Exporters, Inc. d/b/a Max-Life Manufacturing Corporation (Buena Park, CA) to provide Jetter parts. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0698 Department for HIV Elimination

Request approval to award a contract without competition - HIV Elimination, Upgrade of existing system, e2Fulton which is the Department for HIV Elimination's client-level database, financial management, federal reporting, quality management, and client satisfaction survey system with RDE Systems Group, LLC (Wayne, New Jersey) in the amount not to exceed \$434,150.00 to provide licensing and professional services required to upgrade e2Fulton to the latest version and to include new systems modules. 100% grant funded with no required County match. Effective upon BOC approval.

Infrastructure and Economic Development**23-0699 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 3,049 square feet to Fulton County, a political subdivision of the State of Georgia, from Fairfield Springs, LLC., for the purpose of constructing the North Springs Revision Project at 7300 Roswell Road, Sandy Springs, Georgia 30328.

23-0700 Real Estate and Asset Management

Request approval of Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Union City SR CGP, LLC for the purpose granting conditional approval to allow a monument sign, retaining wall, fire hydrant, curb and gutter, sewer manholes and proposed utilities within a portion of the County's existing sanitary sewer easement at 5385 Campbellton Fairburn Road, Union City, Georgia 30213.

23-0701 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 660 square feet to Fulton County, a political subdivision of the State of Georgia, from AIJ Milton, LLC, for the purpose of constructing the Chadwick Village Lot 1 Project at 13625 Arnold Mill Road, Milton, Georgia 30075.

23-0702 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 2,481 square feet to Fulton County, a political subdivision of the State of Georgia, from AIJ Milton, LLC for the purpose of constructing the Chadwick Village Lot 1 Project at 13625 Arnold Mill Road, Milton, Georgia 30075.

23-0703 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 65 square feet to Fulton County, a political subdivision of the State of Georgia, from Arnold Mill Fuel, LLC for the purpose of constructing the Chadwick Village Lot 1 Project at 2031 Heritage Walk, Milton, Georgia 30075.

23-0704 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 10,626 square feet to Fulton County, a political subdivision of the State of Georgia, from Liberty Communities, LLC., for the purpose of constructing the Creekbend Overlook Project at 0 Jones Road, South Fulton, Georgia 30213.

Justice and Safety

23-0705 Police

Request approval to utilize cooperative purchasing - Police Department, General Services Administration Contract GS-07F-0512T, Special Item Number 3363, Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions, Fulton County Police Department in the amount of \$133,514.00 with Dana Safety Supply, Inc. (Jacksonville, FL) to provide specialized emergency equipment and installation services. This is a one-time procurement.

RECESS MEETING AGENDA

23-0706 Board of Commissioners

Adoption of the Recess Meeting Agenda.

23-0707 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, September 18, 2023
Regular Meeting Post Agenda Minutes, October 4, 2023

23-0708 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Friends of the Library Appreciation Day." **(BOC)**

Proclamation recognizing "Clean Water Week." **(Ellis/BOC)**

Proclamation recognizing "Breast Cancer Awareness Month."
(Abdur-Rahman/BOC)

Proclamation recognizing "Stand with Israel Day." **(Thorne/Ellis)**

Proclamation recognizing "Young Dro Appreciation Day." **(Hall)**

Proclamation recognizing "Georgia Works Appreciation Day." **(Hall)**

PUBLIC HEARINGS**23-0709 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting.** In the event the 30-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

23-0710 Finance

Public Hearing to amend a Multiyear Installment Sale Agreement with Association County Commissioners of Georgia (ACCG) to increase financing for those additional funds needed to complete North Fulton building that will house various government services and certain equipment for the building.

COUNTY MANAGER'S RENEWAL ITEMS**Open & Responsible Government****23-0711 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, RFP#22RFP041122C-MH, General Landscaping & Lawn Care Services for Countywide Facilities in the total amount of \$1,955,784.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA) in the amount of \$1,552,784.00 and (B) Georgia Green Grounds Care, LLC (Marietta, GA) in the amount of \$403,000.00 to provide on-site landscape/ground maintenance and lawn care services for all 106 County-own sites to include Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0712 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, RFP#21RFP131973C-MH, Bus and Shuttle Services in an amount not to exceed \$760,000.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA), to provide bus and shuttle services for Fulton County employees and jurors. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

23-0713 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount not to exceed \$440,290.00 with Intercontinental Commercial Services, Inc. (ICS, Inc.) (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0714 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in an amount not to exceed \$1,500,000.00 with (A) 5 Star Office Furniture, Inc. (Avondale Estates, GA) in an amount not to exceed \$675,000.00 and (B) Office Design Concepts Georgia, LLC (Atlanta, GA) in an amount not to exceed \$575,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in an amount not to exceed \$250,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0715 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in an amount not to exceed \$215,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Health and Human Services**23-0716 Public Works**

Request approval to renew an existing contract - Department of Public Works, 21ITBC000023A-CJC, Water Meter Vaults, in an amount not to exceed \$236,072.00 with Bartow Precast Inc., (Cartersville, GA) to provide water meter vaults. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0717 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITB093A-KM, Fire Hydrants Maintenance and Repairs in the amount not to exceed \$200,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0718 County Manager**

Presentation of the Fulton County Operational Report.

23-0719 Finance

Review and approval of October 18, 2023 Budget Soundings

23-0720 Finance

Request approval of a Resolution of the Fulton County Board of Commissioners authorizing the execution of a first amendment to an Installment Sale Agreement approved in 2019; and for other purposes.

23-0721 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide in the amount of \$230,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2024 through December 31, 2024.

23-0722 Real Estate and Asset Management

Request approval of recommended proposals - Department of Real Estate and Asset Management, RFP#23RFP138735K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection in an amount not to exceed \$1,500,000.00 with (A) WSP USA Environment & Infrastructure, Inc (Kennesaw, GA) in the amount of \$300,000.00; (B) Axis Infrastructure, LLC (Roswell, GA) in the amount of \$300,000.00, (C) Johnson, Spellman & Associates, Inc. (Peachtree Corners, GA) in the amount of \$300,000.00, (D) Wiley/Wilson (Atlanta, GA) in the amount of \$300,000.00, and (E) Foresite Group, LLC (Peachtree Corners, GA) in the amount of \$300,000.00, to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an "as needed-task assignment" basis. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

23-0723 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in an amount not to exceed \$130,000.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2024 through September 30, 2024.

23-0724 Real Estate and Asset Management

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount of \$275,000.00 with ODP Business Solutions, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related supplies as needed countywide. Effective January 1, 2024, through December 31, 2024.

Arts and Libraries**23-0683 Arts and Culture**

Requesting approval of a Resolution approving a sponsorship agreement template for use by the Department of Arts and Culture; authorizing the County Manager or his designee to sign such agreements where funding is in the approved budget of the Department of Arts and Culture; and for other purposes. Effective upon adoption. **(HELD ON 10/4/23)**

Health and Human Services**23-0725 Senior Services**

Request approval to increase the spending authority - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in the amount of \$132,841.35 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. Effective upon BOC approval.

23-0726 Senior Services

Request approval to increase the spending authority - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$1,200,000.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This amount is based on the BOC approved FY23 enhancement for senior transportation. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**23-0727 Board of Commissioners**

Request approval of a Resolution urging the Georgia Governor and the General Assembly of the State of Georgia to continue efforts to reform and improve Mental Health Services for the citizens of Georgia; and for other related purposes.
(Arrington)

Commissioners' Full Board Appointments**23-0728 Board of Commissioners**

ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY)

This Authority consists of nine (9) members: three (3) members appointed by the Board of Commissioners and six (6) members appointed by the City of Atlanta. Vacancies in the membership of the authority, whether caused by the expiration of term of office, death, resignation, or otherwise, shall be filled by the governing body of Fulton County or the City of Atlanta, upon the nomination of the chief executive officer and confirmation by the governing body of said city. Any member of the authority may be elected to succeed himself. All members, duly appointed, shall hold office until his or her successor shall be appointed and duly qualified. Any member, appointed to fill an unexpired term, shall serve only for the term of the member he or she replaced.

Term = All subsequent terms of office shall be for four (4) years. Any person appointed to membership on the Authority who is a public official of the City of Atlanta or Fulton County at the time of his appointment shall serve as a member of the Authority only so long as he or she remains a public official of the city or county government which originally appointed him/her.

Terms below expire: 11/1/2023

Robb Pitts **(BOC Member)**

Bob Ellis **(BOC Member)**

Chairman Pitts has nominated Vice-Chairman Bob Ellis for a Full Board reappointment to a term ending November 1, 2027.

23-0729 Board of Commissioners**ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY)**

Term = All subsequent terms of office shall be for four (4) years. Any person appointed to membership on the Authority who is a public official of the City of Atlanta or Fulton County at the time of his appointment shall serve as a member of the Authority only so long as he or she remains a public official of the city or county government which originally appointed him/her.

Terms below expire: 11/1/2023

Robb Pitts **(BOC Member)**

Bob Ellis **(BOC Member)**

Vice-Chairman Ellis has nominated Chairman Robb Pitts for a Full Board reappointment to a term ending November 1, 2027.

23-0730 Board of Commissioners**FULTON-ATLANTA LAND BANK AUTHORITY**

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Term below expired: 8/7/2023

Calvin Brock **(BOC)**

Commissioner Hall has nominated Darryl J. "D.J." Terry, II for a Full Board appointment to a term ending August 7, 2027.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**23-0731 Board of Commissioners**

Presentation: Invest Atlanta - Update on Tax Allocation Districts **(Barrett)**

23-0732 Board of Commissioners

Discussion: Follow up on \$5.3 million emergency funding approved for Sheriff's Department at the April 19, 2023 BOC Meeting **(Ellis)**

EXECUTIVE SESSION

[23-0733](#) Board of Commissioners

Executive (**CLOSED**) Sessions regarding litigation (**County Attorney**), real estate (**County Manager**), and personnel (**Pitts**).

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0693

Meeting Date: 10/18/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the proposed 2024 Fulton County Board of Commissioners' Meeting Calendar.

Fulton County Board of Commissioners

Proposed 2024 Meeting Schedule

Regular Meetings	Recess Meetings
*Wednesday, January 10, 2024 (POSTPONED FROM JANUARY 3, 2024)	*Wednesday, January 24, 2024 (POSTPONED FROM JANUARY 17, 2024)
Wednesday, February 7, 2024	Wednesday, February 21, 2024
Wednesday, March 6, 2024	Wednesday, March 20, 2024
*Wednesday, April 10, 2024 (POSTPONED FROM APRIL 3, 2024)	Wednesday, April 17, 2024
Wednesday, May 1, 2024	Wednesday, May 15, 2024
Wednesday, June 5, 2024	*Wednesday, June 26, 2024 (POSTPONED FROM JUNE 19, 2024)
*Wednesday, July 10, 2024 (POSTPONED FROM JULY 3, 2024)	*JULY 24, 2024 (POSTPONED FROM JULY 17, 2024)
Wednesday, August 7, 2024	Wednesday, August 21, 2024
Wednesday, September 4, 2024	Wednesday, September 18, 2024
Wednesday, October 2, 2024	Wednesday, October 16, 2024
Wednesday, November 6, 2024	Wednesday, November 20, 2024
Wednesday, December 4, 2024	Wednesday, December 18, 2024

*Except for the month of January, April, June and July, all meetings will be held on the first and third Wednesdays of each month at 10 a.m. in the Fulton County Government Center Assembly Hall, 141 Pryor Street SW, Atlanta, Georgia. For more information, please contact the Office of the Clerk to the Commission at 404-612-8200 or visit Fulton County's website at www.fultoncountyga.gov

Calendar for Year 2024 (United States)

January	February	March
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:0 11:0 17:0 25:0	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 2:0 9:0 16:0 24:0	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 3:0 10:0 17:0 25:0
April	May	June
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July	August	September
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October	November	December
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Holidays and Observances:

Jan 1 New Year's Day	May 12 Mother's Day	Nov 5 Election Day
Jan 15 Martin Luther King Jr. Day	May 27 Memorial Day	Nov 11 Veterans Day
Feb 14 Valentine's Day	Jun 14 Flag Day	Nov 28 Thanksgiving Day
Feb 19 Presidents' Day	Jun 16 Father's Day	Nov 29 Black Friday
Mar 17 St. Patrick's Day	Jun 19 Juneteenth	Dec 24 Christmas Eve
Mar 31 Easter Sunday	Jul 4 Independence Day	Dec 25 Christmas Day
Apr 1 Easter Monday	Sep 2 Labor Day	Dec 31 New Year's Eve
Apr 15 Tax Day	Oct 14 Columbus Day	
May 5 Cinco de Mayo	Oct 31 Halloween	

2023-24 School Year



BOARD OF EDUCATION
 Kimberly Dove, *President*
 Katha Stuart, *Vice President*
 Katie Gregory • Kristin McCabe
 Michelle Morancie, Ph.D. • Lillie Pozatek
 Franchesca Warren
 Mike Looney, Ed.D., *Superintendent*

Where Students Come First

- First/Last Day of Semester
- Holiday (schools closed)
- Teacher Workday (students off)
- ◆ Remote Day (remote day for students)
- Professional Development Day (students off)

First Semester

July 4..... Independence Day (schools closed)
 July 31..... Pre-Planning for Teachers
 August 1, 2..... Professional Development Day
 August 3, 4..... Pre-Planning for Teachers
August 7..... First Day of School
 September 4..... Labor Day (schools closed)
 September 5..... Teacher Workday (students off)
 September 6..... Professional Development Day (students off)
 October 9..... Columbus Day Holiday (schools closed)
 October 10..... Teacher Workday (students off)
 October 11..... Professional Development Day (students off)
 November 7..... Election Day / Remote Day
 November 20-24..... Thanksgiving Holidays (schools closed)
December 15..... Last Day of First Semester
 December 18-29..... Winter Break (schools closed)

Second Semester

January 1..... Winter Break (schools closed)
 January 2..... Teacher Workday (students off)
January 3..... First Day of Second Semester
 January 15..... Martin Luther King Jr. Holiday (schools closed)
 January 16..... Professional Development Day (students off)
 February 19..... Presidents' Day Holiday (schools closed)
 February 20..... Professional Development Day (students off)
 March 11..... Teacher Workday (students off)
 March 12..... Professional Development Day (students off)
 April 1-5..... Spring Break (schools closed)
May 23..... Last Day of School
 May 24..... Teacher Workday (students off)
 May 27..... Memorial Day
 June 19..... Juneteenth Holiday (schools closed)

Who To Call

Bus Transportation	
North Fulton.....	470-254-2970
South Fulton.....	470-254-6060
Central Administration.....	470-254-3600
Curriculum Information.....	470-254-4943
Gifted/Advanced Studies Information.....	470-254-6812
Human Resources.....	470-254-4585
Pre-Kindergarten Programs.....	470-254-4574
School Attendance Zones.....	470-254-5540
School Nutrition Program.....	470-254-8960
Special Education Information.....	470-254-0400
Student Records.....	470-254-0030
Systemwide Testing.....	470-254-1751

Weather-Related School Closings

Local radio and TV stations, along with the system's website and social media sites, will report school closings or delays due to weather or other unforeseen events.

2023-24 Breakfast & Lunch Prices

	Breakfast	Lunch
Elementary School	\$1.10	\$2.45
Middle and High School	\$1.25	\$2.70
Reduced Price	\$.00*	\$.00*
Adults	\$2.75	\$4.75

* During SY23-24, households that qualify for reduced meals will not be required to pay the reduced price of \$0.30 for breakfast and the \$0.40 for lunch due to GaDOE funding that will be used to cover these costs.

JULY 2023

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AUGUST 2023

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27	28	29	30	31		

SEPTEMBER 2023

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OCTOBER 2023

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NOVEMBER 2023

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DECEMBER 2023

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JANUARY 2024

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28	29	30	31			

FEBRUARY 2024

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MARCH 2024

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24/31	25	26	27	28	29	30

APRIL 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

6201 Powers Ferry Road, Atlanta, Georgia 30339

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Equal Opportunity Agency Compliance Coordinator 470-254-4585 • TTY 1-800-255-0135



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0694

Meeting Date: 10/18/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Reverend Earl Calloway Remembrance Day." **(Arrington)**

October 7, 2023

Proclamation recognizing "Constance Pinson Remembrance Day." **(Arrington)**

October 12, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0695

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in a total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background

Renew existing contracts to provide Moving Services for Fulton County for FY2024.

Scope of Work: These contracts furnish all materials, parts, labor, tools, equipment, transportation,

and appurtenances necessary to provide moving services on an “as-needed” basis for Fulton County.

The scope of work also includes, but is not limited to:

1. Providing moving cost and timeline estimates for each moving project upon request.
2. Packing, loading, and unloading of shelving, file cabinets, boxes, and related office equipment when required.
3. Cleaning up after each phase of the move, this directly related to packing/unpacking.

To ensure these contractors have ample opportunity to provide services, we will alternate between the three moving companies and this will allow the County maximum flexibility in having an alternate source to handle multiple large scales moves.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

We recommend \$150,000.00 in total spending authority for FY2024 in order to be prepared for pending large scale moves associated with office renovations resulting from the space utilization study currently underway. This renewal and associated spending authority will afford the County sufficient flexibility to address large scale moves in an efficient and timely manner.

The Countywide moving contract is funded not only by DREAM as a part of its planned renovation activity, but also by user departments on an “as needed” basis with the coordination and management by DREAM.

Project Implications: This service is critical for large moves associated with relocation of County agencies due to building renovation or lease office space.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide moving services for Departments associated with relocation.

Contract Modification

(A) Beltmann

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11-16-22	\$60,000.00
Increased Spending Authority #1	23-0172	3-1-23	\$130,000.00
1st Renewal			\$60,000.00
Total Revised Amount			\$250,000.00

(B) ALS Van Lines

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11-16-22	\$50,000.00
1st Renewal			\$50,000.00
Total Revised Amount			\$100,000.00

(C) Tuxedo Logistics dba Allied

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0875	11-16-22	\$40,000.00
Increased Spending Authority #1	23-0634	9-20-23	\$555,397.00
1st Renewal			\$40,000.00
Total Revised Amount			\$635,397.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$150,000.00

(A)

Contract Value: \$60,000.00
Prime Vendor: Beltman Relocation Group
Prime Status: Non-Minority
Location: Stone Mountain, GA
County: Dekalb County
Prime Value: \$60,000.00 or 100.00%

Total Contract Value: \$60,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)

Contract Value: \$50,000.00
Prime Vendor: ALS Van Line Services, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$50,000.00 or 100.00%

Total Contract Value: \$50,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(C)

Contract Value: \$40,000.00
Prime Vendor: Tuxedo Logistics, LLC dba Allied Commercial Services
Prime Status: African American Male Business Enterprise
Location: Columbus, GA

County: Muscogee County
Prime Value: \$40,000.00 or 100.00%

Total Contract Value: \$40,000.00 or 100.00%
Total Certified Value: \$40,000.00 or 100.00%

Grand Contract Value: \$150,000.00 or 100.00%
Grand Certified Value: \$40,000.00 or 26.67%

Exhibits Attached

- Exhibit 1: Contract Renewal Agreements - Beltmann
- Exhibit 1: Contract Renewal Agreements - ALS
- Exhibit 1: Contract Renewal Agreements - Tuxedo Logistics dba Allied
- Exhibit 2: Contractor Performance Reports
- Exhibit 3: Contract Renewal Evaluation Form

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$150,000.00
Previous Adjustments:	\$685,397.00
This Request:	\$150,000.00
TOTAL:	\$985,397.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1160: General, Real Estate and Asset Management, Professional Services-
\$150,000.00 "Subject to availability of funding adopted for FY 2024 by BOC, and the contingent approval of other user departments"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 1 renewal option remains

Overall Contractor Performance Rating:

Beltmann	85
ALS	85
Tuxedo Logistics dba Allied	No evaluation to date

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2023	Report Period End: 6/30/2023
---	--

Performance Evaluation Details

ID	E2
Project	Moving Services
Project Number	22ITB134934C-MH
Supplier	BELTMANN RELOCATION GROUP
Supplier Project Contact	CHARLIE SHOCKLEY (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE

17/20

Rating Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

17/20

Rating Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	MOVING SERVICES
Project Number	19ITB12065C-MH
Supplier	ALS Van Line Services
Supplier Project Contact	Jack P Walsh (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/20/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/20/2023 08:25 AM EDT
Completion Date	04/20/2023 08:25 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE

17/20

Rating Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

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17/20

Rating Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

17/20

Rating Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: August 28, 2023

SUBJECT: Contractor's Performance Report – Allied Commercial Services – Moving Services

The Contractor listed below has not received an evaluation due to unavailability of assigned projects at this time. Once a project is assigned and completed, then, a complete performance evaluation will be done by the Department Representative (Project Manager).

PROJECT: Moving Services

PROJECT NO.: 21ITB134934C-MH

CONTRACTOR: Allied Commercial Services
5427 Armour Road, Suite B
Columbus, Georgia 31909

POC: Mr. Jeremy Pritchett

PHONE: (706) 573-5953

EMAIL: jeremy@alliedcommercialservices.com

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
James Morehead, DREAM Building Services Manager
Valarie Tillman-Logan, Building Services Supervisor, DREAM
Harry Jordan, Contract Administrator, DREAM

Contract Renewal Evaluation Form

Date:	August 9, 2023
Department:	Real Estate and Asset Management
Contract Number:	22ITB134934C-MH
Contract Title:	Moving Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Evaluate work request to determine whether this work can be done in-house or outsource. Only use this contract when the User Agency requests a move that exceeds the capacity of the in-house staff; such as a large-scale move. This contract furnishes all labor, equipment, transportation, and material necessary to provide moving services on an as needed basis for Fulton County. The scope includes packing, loading, and unloading of shelving, file cabinets, boxes, and related office equipment when required, and cleaning up after each phase of the move relating to the picking up or unpacking.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:		Click here to enter text.

Explanation / Notes:

We have contacted other government agencies and internet research. Moving cost varies because it's determined by location, convenience, capacity, schedules, packing and unpacking, fuel cost, weight per pound, storage containers, etc. There are a lot of choices when comparing moving expenses. You must consider are they insured and reputable moving company with years of experience with the expertise to any large-scale capacity particular a Government agency such as Fulton County.

The internet cost for average moving:

- 3 men is approximately \$90 per hour
- Fuel approximately \$4 per gallon
- Small rental truck 12' approximately \$29.95 per day/26' Truck \$49.95 plus 79 cents per mile

- Moving blanket is about \$12 to \$15 per pad
- Moving tariff may charge \$0.50 per pound

Market Survey of other jurisdictions:

Date contacted:		Click here to enter a date.
Jurisdiction Name / Contact name:		DeKalb, Cobb, Gwinnett & Henry Counties
Date of last purchase:		Click here to enter a date.
Price paid:		Click here to enter text.
Inflation rate:		Click here to enter text.
Adjusted price:		Click here to enter text.
Percent difference between past purchase price and renewal price:		Click here to enter text.
Are they aware of any new vendors?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?		Most of the County agencies do have moving contracts. Mostly done in-house.

Explanation / Notes:

Click here to enter text.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

- FY2023: The County allocated/expenditures as of 8/9/2023, \$133,953.00
- FY2022: The County spent \$26,078.00
- FY2021: The County spent \$10,771.00
- FY2020: The County spent \$7,800.00

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:		Click here to enter a date.
Price paid:		Click here to enter text.
Inflation rate:		Click here to enter text.
Adjusted price:		Click here to enter text.
Percent difference between past purchase price and renewal price:		Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

5. **Is this a seasonal item or service?** Yes No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** Yes
 No **If yes, attach the analysis.**

DREAM does not have the appropriate equipment and enough in-house staff to execute a large-scale move associated with relocation of County agencies due to building renovation or lease office space.

7. **What would be the impact on your department if this contract was not approved?**

If this contract is not approved, there will be a significant delay in providing large scale moving.

- There will be a backlog of work orders for moving services.
- No relocation will be done.
- Certified commercial vehicles and drivers
- Do not have enough adequate in-house staff
- Do not have the materials and commercial equipment

James Morehead

James Morehead, Building Services Manager

August 14, 2023

Prepared by

Joe Davis, Director

Department Head

Date

[Click here to enter a date.](#)

Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department Of Real Estate & Asset Management

BID/RFP NUMBER: 22ITB134934C-MH

BID/RFP TITLE: Moving Services

ORIGINAL APPROVAL DATE: November 16, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$60,000.00

COMPANY'S NAME: BELTMANN RELOCATION GROUP

ADDRESS: 4897 lewis rd

CITY: stone mountain

STATE: GA

ZIP: 30083

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:22ITB134934C-MH

FULTON COUNTY, GEORGIA

BELTMANN RELOCATION GROUP

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Charlie Shockley Account Executive
Workplace Services**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis,
Department Of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department Of Real Estate & Asset Management

BID/RFP NUMBER: 22ITB134934C-MH

BID/RFP TITLE: Moving Services

ORIGINAL APPROVAL DATE: November 16, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$50,000.00

COMPANY'S NAME: ALS Van Line Services

ADDRESS: 6025 LaGrange Blvd

CITY: Atlanta

STATE: GA

ZIP: 30336

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:22ITB134934C-MH

FULTON COUNTY, GEORGIA

ALS Van Line Services

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Jack Walsh
Vice President of Sales**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis,
Department Of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department Of Real Estate & Asset Management

BID/RFP NUMBER: 22ITB134934C-MH

BID/RFP TITLE: Moving Services

ORIGINAL APPROVAL DATE: November 16, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$40,000.00

COMPANY'S NAME: Allied Commercial Services

ADDRESS: 5427 Armour Road Suite B

CITY: Columbus

STATE: GA

ZIP: 31909

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 22ITB134934C-MH

FULTON COUNTY, GEORGIA

Allied Commercial Services

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Jeremy Pritchett
Manager**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis,
Department Of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0696

Meeting Date: 10/18/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Ratification of September 2023 Grants Activity Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

The Fulton County September 2023 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period September 1, 2023 - September 30, 2023. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 4 (\$2,325,000.00 + \$0 Cash Match)

- Applications Awarded: 2 (\$315,480.31 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by September 2023 grant applications:

- Justice and Safety
- Arts and Libraries

The Fulton County September 2023 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through September 30, 2023. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 52 (\$36,817,832.87 + \$1,956,855.22 Cash Match)
- Total Applications Awarded: 27 (\$8,250,883.35 + \$690,594.40 Cash Match)
- Total Grant Applications Denied: 0 (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the September 2023 Grants Activity Report (GAR).



**FULTON
COUNTY**

**FULTON COUNTY FY2023
GRANTS ACTIVITY REPORT
September 2023**

Presented to:
Fulton County Board of Commissioners
Wednesday, October 18, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded September 1, 2023 - September 30, 2023

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 September Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded September 1, 2023 Through September 30, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	Department of Justice	Improving Adult & Youth Crisis Stabilization and Community Reentry Program	Request approval to apply and accept a new grant from the Department of Justice in the amount of \$750,000.00 to support the Improving Adult Crisis Stabilization and Community Reentry Program. This funding will pay salary and benefit costs for a Project Manager and a Peer Mentor, who will work closely with Morehouse School of Medicine to ensure an effective plan for each individual participating in the program. The program will provide mental health, substance abuse, and reentry services for those convicted in Fulton County and qualify for post-conviction sentence modifications. No County Cash Match	\$ 750,000.00	\$ -	Pending
District Attorney	Department of Justice	Human Trafficking Taskforce	Request approval to apply and accept a new grant from the Department of Justice in the amount of \$750,000.00 for an Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking, Purpose Area 1, Development of New Local Human Trafficking Task Force. This funding pays salary and benefit costs of one Victim Advocate/ Project Manager, who will work with the victims and collaborating agencies. In addition, this will allow the District Attorney Office to implement a taskforce made up of officers from each municipality of Fulton County to tackle the human trafficking pandemic by arresting and prosecuting human traffickers, provide victim-centered services to the victims of human trafficking, and equip law enforcement agencies with the resources to combat human trafficking. No County Cash Match	\$ 750,000.00		Pending
District Attorney	Department of Justice	Reducing Risk for Girls in the Juvenile Justice System	Request approval to apply and accept a new grant from the Department of Justice in the amount of \$525,000.00 to fund the salary and benefit costs of a Girl Specialized Juvenile Program Manager and wraparound services, to reduce risk and promote protective factors for girls in the Juvenile Justice system. No County Cash Match	\$ 525,000.00		Pending
District Attorney	Department of Justice	Matthew Shepard & James Byrd, Jr. Hate Crimes Education, Investigation & Prosecution Program	Request approval to apply and accept a repeat grant from the Department of Justice in the amount of \$300,000.00 for the salary and benefit costs of one Victim Advocate/ Coordinator that will support the Matthew Shepard & James Byrd, Jr. Hate Crimes Education, Investigation and Prosecution Program. The goal of the program is to educate law enforcement providers, enhance wrap-around services to victims, and investigate and prosecute hate crimes committed based on the victim's perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. No County Cash Match	\$ 300,000.00		Pending
Solicitor General	Criminal Justice Coordinating Council	Victims of Crime Act	Request approval to accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$121,174.00 to support the Fulton County Solicitor General Victim Witness Assistance Program, which provides direct services to crime victims, who have suffered from physical, sexual, financial or emotional harm as a result of the commission of a crime. No County Cash Match	\$ 121,174.00	\$ -	Awarded
Subtotal:				\$ 2,446,174.00	\$ -	
HEALTH AND HUMAN SERVICES						
ARTS AND LIBRARIES						
Library	Georgia Public Library System	Georgia Public Library System Library Tech Fund	Request approval to accept a repeat grant from Georgia Public Library System (GPLS) Lib Tech Fund Grant in the amount of \$194,306.31 for technology hardware upgrade or replacement of technical hardware units. Funds will be used to replace identified self-check units due to end-of-life issues and identified pay components units with technical issues. The funding will reduce general funds needed for updating nearly 100 units within the 24 Fulton County Library branches. No County Cash Match	\$ 194,306.31	\$ -	Awarded

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2023 September Grants Activity Report

*Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10),
 "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings.
 The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."*

Grant Applications Submitted and/or Awarded September 1, 2023 Through September 30, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
			Subtotal:	\$ 194,306.31	\$ -	
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT						
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
			TOTAL:	\$ 2,640,480.31	\$ -	



Exhibit 2: All Grants Activity

Cumulative Through September 30, 2023

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF September 30, 2023)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY						
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2023-9/30/2023	Current Period Funds: 9/1/2023-9/30/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending [^]	48	\$ 34,492,832.87	4	\$ 2,325,000.00	52	\$ 36,817,832.87
Grants Awarded	25	\$ 7,935,403.04	2	\$ 315,480.31	27	\$ 8,250,883.35
Grants Denied	0		0	\$ -	0	\$ -
Cash Match Requested-2023	-	\$ 2,647,449.62	-	\$ -	-	\$ 2,647,449.62
Total:	73	\$ 45,075,685.53	6	\$ 2,640,480.31	79	\$ 47,716,165.84

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2023-9/30/2023	Current Period Funds: 9/1/2023-9/30/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	8	\$ 3,827,541.80	0	\$ -	8	\$ 3,827,541.80
Renewal/Repeat Grant Awards	17	\$ 4,107,861.24	2	\$ 315,480.31	19	\$ 4,423,341.55
Total:	25	\$ 7,935,403.04	2	\$ 315,480.31	27	\$ 8,250,883.35

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2023-9/30/2023	Current Period Funds: 9/1/2023-9/30/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	10	\$ 3,984,411.00	0	\$ -	10	\$ 3,984,411.00
Formula Grant Awards ^{^^}	15	\$ 3,950,992.04	2	\$ 315,480.31	17	\$ 4,266,472.35
Total:	25	\$ 7,935,403.04	2	\$ 315,480.31	27	\$ 8,250,883.35

[^]Includes 5 grants that were pending at the end of 2022 and carried over for tracking in 2023.

^{^^}Formula grant awards include non-competitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0697

Meeting Date: 10/18/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Department of Public Works, 21ITBC000022A-CJC, Jetter Parts in the amount of \$77,515.96 with Municipal Equipment Exporters, Inc. d/b/a Max-Life Manufacturing Corporation (Buena Park, CA) to provide Jetter parts. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works recommends approval to renew the existing contract with Municipal Equipment Exporters, Inc. d/b/a Max-Life Manufacturing Corporation to provide Jetter parts.

Scope of Work: The purchase of Jetter parts allows the Department of Public Works to clean and prevent sanitary sewer stop-ups and overflows within the sanitary sewer collection system. The contract will allow Public Works to purchase various hoses, grabbers, choppers, nozzles, and

accompanying fittings which will allow staff to clear items from sanitary sewer lines that prevent flow within the pipes.

Community Impact: Failure to procure/maintain these items in stock can negatively impact the operational responsiveness of the Department of Public Works and inhibit its ability to maintain the sanitary sewer collection system and services. Subsequent negative constituents or client health can ensue if not procured due to overflows of the system onto private property and creeks.

Department Recommendation: The Department of Public Works recommends approval to renew the existing contract with Municipal Equipment Exporters, Inc. d/b/a Max-Life Manufacturing Corporation to provide Jetter part.

Project Implications: It is crucial that the Department of Public Works maintains reliable Jetter parts needed to perform routine maintenance and in order to respond to emergency sanitary sewer overflows that occur within the sanitary sewer collection system. If the Department of Public Works experiences difficulties due to unreliable Jetter parts and is unable to respond immediately to sanitary sewer emergencies, the citizens and customers of Fulton County will be dissatisfied with their service and will no longer have confidence in the County’s operation of the sanitary sewer system.

Community Issues/Concerns: No issues or concerns have been raised to Public Works by the community.

Department Issues/Concerns: No concerns have been raised by the Department of Public Work.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0977	12/1/2021	\$57,777.12
1st Renewal	22-0845	11/16/2022	\$77,515.96
2nd Renewal			\$77,515.96
Total Revised Amount			\$212,809.04

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$77,515.96

Prime Vendor: Municipal Equipment Exporters, Inc. d/b/a Max-Life Manufacturing Corporation

Prime Status: Non-Minority

Location: Buena Park, CA

County: Orange County

Prime Value: \$77,515.96 or 100.00%

Total Contract Value: \$77,515.96 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Agenda Item No.: 23-0697

Meeting Date: 10/18/2023

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Contract Renewal Evaluation Form
- Exhibit 3: Contractors Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$57,777.12
Previous Adjustments:	\$77,515.96
This Request:	\$77,515.96
TOTAL:	\$212,809.04

Grant Information Summary

- Amount Requested:
 - Match Required:
 - Start Date:
 - End Date:
 - Match Account \$:
- Cash
 - In-Kind
 - Approval to Award
 - Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$38,757.98

Funding Line 2:

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$38,757.98

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024

Agenda Item No.: 23-0697

Meeting Date: 10/18/2023

Cost Adjustment:	Renewal/Extension Terms: No options remain
-------------------------	---

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 21ITBC000022A-CJC

BID/RFP TITLE: Jetter Parts

ORIGINAL APPROVAL DATE: 12-01-2021

RENEWAL EFFECTIVE DATES: 01-01-2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$77,515.96

COMPANY'S NAME: Max-Life Mfg. Corp

ADDRESS: 7330 Melrose St.

CITY: Buena Park

STATE: CA

ZIP: 90621

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Max-Life Mfg.Corp

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Contract Renewal Evaluation Form

Date:	July 21, 2023
Department:	Public Works
Contract Number:	21ITBC000022A-CJC
Contract Title:	Jetter Parts

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope and cost reduction efforts of this contract are to purchase Jetter Parts for the Department of Public Works. These Jetter Parts will offer operational support for the cleaning and preventing of sanitary sewer stop-ups, and overflows within the sanitary sewer collection system. This contract will allow Public Works to purchase various hoses, grabbers, choppers, and the accompanying fittings to allow staff to clear items from the sanitary sewer lines that prevent flow within the pipes. Failure to procure / maintain these items in stock can negatively impact the operational support the Department of Public Works receives to maintain the sanitary sewer collections system and services. Subsequent negative constituent or client health can ensure if not procured due to overflows of the system onto private properties and creeks.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	June 21, 2023
	Price found:	3 Prong Debris Grabber, Vactor Trap Debris Catcher, 10" Debris Catcher, and 5/8" x 600' Sewer Cleaning Hose
	Different features / Conditions:	Click here to enter text.
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 2-314, contracts such as this shall have a competitive bid. Since this contract is over \$50,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 2, 3, 4, and 7 of the contract pricing sheet, Vactor Trap Debris Catcher, 8” Debris Catcher, 10” Debris Catcher and 1” x 600’ Sewer Cleaning Hose.

Samples of the internet pricing of materials out of the group of materials covered in this contract. Internet’s pricing of sampled items are listed below. There was a 47% to 53% pricing or percentage difference upon conducting survey.

For Example:	Our Price	Compared Price
Line # 1 – 3 Prong Debris Grabber	\$82.00 each	\$102.50 each
Line# 2 – Vactor Trap Debris Catcher	\$219.00 each	\$243.00 each
Line# 4 – 10” Debris Catcher	\$171.00 each	\$ 212.04 each
Line# 9 – 5/8” x 600’ Sewer Cleaning Hose	\$1957.20 each	\$ 2426.92 each

Market Survey of other jurisdictions:

Date contacted:	June 21, 2023
Jurisdiction Name / Contact name:	Clayton County / Angela Glover
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County’s award contract?	Prices vary per type, style, size and psi of Jetter Hoses and accompanying parts.

Explanation / Notes:

Surrounding jurisdictions such as Gwinnett County, City of Atlanta, Cobb County, Clayton County, and Dekalb County all use Jetter Parts.

Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase: March 1, 2023

Price paid: \$42,343.43

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Approval by the Board of Commissioners in the renewal of this contract is critical for the Public Works Department to effectively complete the process of maintaining sanitary sewer collections system and services. If this contract is not renewed it could delay the department's response time in responding to sewage overflows, blockages, and service repairs in Fulton County Sewer Collection System.

Performance Evaluation Details

ID	E1
Project	Jetter Parts
Project Number	21ITBC000022A-CJC
Supplier	Max-Life Mfg.Corp
Supplier Project Contact	Giovanni Hernandez (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	08/31/2023
Evaluation Type	Formal
Interview Date	08/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/31/2023 11:56 AM EDT
Completion Date	08/31/2023 11:56 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments *Not Specified*

COST CONTROL

17/20

Rating Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0698

Meeting Date: 10/18/2023

Department

Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to award a contract without competition - HIV Elimination, Upgrade of existing system, e2Fulton which is the Department for HIV Elimination's client-level database, financial management, federal reporting, quality management, and client satisfaction survey system with RDE Systems Group, LLC (Wayne, New Jersey) in the amount not to exceed \$434,150.00 to provide licensing and professional services required to upgrade e2Fulton to the latest version and to include new systems modules. 100% grant funded with no required County match. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-384, after conducting a good faith review, and the Purchasing Department has determined that there is only one source available for the required supply, service, or construction item, the request shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: RDE's eCompass is the system used to create e2Fulton a Ryan White information management system which is the Department for HIV Elimination's client-level database, financial

management, federal reporting, quality management, and client satisfaction survey system. e2Fulton is provided pursuant to a Software as a Service (SaaS) licensing model.

Pursuant to Purchasing Code Section 102-384, this request meets the following category permitted as basis for conditions allowing the award of a contract without competition:

(4) When necessary to maintain compatibility with existing equipment or systems, only specified makes and models of technical equipment, software, and any parts will satisfy the County's needs for additional units or replacement items, and only one source is available.

The two modules being added are:

1. Customization and Implementation of the e2MyCare App, a user-friendly telemedicine system.
2. Customization and Implementation of the e2Linkage to Care Module and Report, a set of electronic tools for HIV client outreach, engagement, and linkage to care.

These two modules are being added pursuant to a \$145,776 grant from the Health Resources and Services Administration for a Ryan White HIV/AIDS Program Part C Capacity Development Grant. The upgraded e2Fulton will provide operating efficiencies to the Department for HIV Elimination and the community partners funded under Part A of the Ryan White HIV/AIDS Program and/or Ending the HIV Epidemic.

The Board of Commissioners originally approved a COVID Emergency Procurement with RDE for a software solution to insure and support the provision of core medical and support services for Persons Living with HIV on 10/7/2020 pursuant to #20-0698. The procurement in the amount of \$620,000 was approved on 9/18/2020 and under this agreement, RDE developed e2Fulton a Ryan White information management system which is the Department for HIV Elimination's client-level database, financial management, contract management, federal reporting, quality management, and client satisfaction survey system.

The Upgrades will include the following:

Fiscal module improvements - notification when invoice has been submitted, addition of Ending the HIV Epidemic contracts into expenditure reports, ability to copy over service contracts into new fiscal year, modifications to the invoicing workflow, ability to select multiple contracts in subcategory expenditure reports, addition of year-to-date cost of specific personnel, allocations report for any funding source, ability for DHE to edit submitted invoices, HRSA Allocations Report, CLC Report, Aggregate Administrative Cost Report, additional funding lines.

Quality Management module improvements - addition of an extract functions with crosstabs, addition of allergies to medication grid, extract of clients not reaching performance measures, ability for DHE staff to create and edit services, change date range algorithm in visual analytics, referral status dates extractable in CSV and Access, modify visual analytics measures into a heat map, extended HAB performance measures.

Client Level Data module - post import summary, ability to merge by field, allow data entry staff to enter service provider, ability to un-merge clients, ability for administrators to add/edit/view agency locations, improved data quality report function, report to show clients with missing consents and missing documents, adding HIV diagnosis date filters in visual analytics, client-fee tracking, addition of checkbox to make client notes available to other service providers, residency geo-mapping, updates to client contact information logic. Update to data dictionary, automated eligibility calculations of Parts B, C, and D.

Client Satisfaction Survey - distribution at point of service, data entry via e-mail and text message, attestation of client consent for receiving SMS, generate Spanish text translations mechanically.

Client Needs Assessment - implementation of e-mail verification to receive incentive, addition of data quality issue tracking in incentive management, fraud investigation/resolution.

Part C Capacity Development Grant Project - implementation of e2MyCare module and e2Linkage to Care module to improve client access, adherence, and retention in care.

For 2024 AML will be increased by \$434,150 for RDE Systems Group, LLC to provide Software as a Service for the Department for HIV Elimination

Community Impact: e2Fulton will include client modules to better serve residents, and improved functionality for community partners.

Department Recommendation: The Department for HIV Elimination recommends approval for an award without competition to RDE Systems Group, LLC to provide licensing and professional services to upgrade e2Fulton. 100% grant-funded with no County match

Project Implications: 100% grant-funded with no County match.

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item. This request is in response to requests by AIDS Service Organizations and consumer to augment and expand e2Fulton.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Contact Information *(Type Name, Title, Agency and Phone)*

Jeff Cheek, Director, HIV Elimination, (404) 612-0789

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

461-270-231-1160: Grants, HIV Elimination, Professional Services

Funding Line 2:

461-270-EE36-1160: Grants, HIV Elimination, Professional Services

Funding Line 3:

Part C Award - funding line pending approval of Apply/Accept

Key Contract Terms	
Start Date: Upon BOC approval	End Date:
Cost Adjustment:	Renewal/Extension Terms: N Applicable

Agenda Item No.: 23-0698

Meeting Date: 10/18/2023

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
9/20/2023

Report Period End:
2/29/2024



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: HIV Elimination

Department Contact: Jeff Cheek, Director

Description of Supplies/Services: Software as a Service grants management system which securely maintains Protected Health Information which includes: Client Record Management Module, Client Service Delivery and Tracking Module, Client Data Extract, Client Document Tracker/Uploader, Referrals Management Module, Cross-Agency Client Services Lookup Screen, Client Eligibility and Recertification, Contract Management/Financial Management System, Invoicing Module, Fiscal Reports for the Health Services and Services Administration, Outcomes Evaluation, Quality and Outcomes Management, Validations and Data Quality Checks, Visual Analytics, Client Satisfaction Survey, Needs Assessment Survey, and a Care Continuum Dashboard.

Demonstration of Contractor's Unique Qualifications:

The Department for HIV Elimination has contracted with RDE Systems Group, LLC (RDE) for the past three years for the development, implementation, and management of a grants management system known as e2Fulton utilizing RDE's proprietary software system known as eCompas® and e2®. The Department for HIV Elimination seeks to continue the use of e2Fulton for an additional three years.

RDE was awarded a contract under the County Manager's Emergency Purchasing Authority pursuant to Fulton County Code Section 102-385 and subsequently approved by the Board of Commissioners on 9/18/2020 item #20-0698 for the provision of Software as a Service to the Department for HIV Elimination.

Under the contract, RDE was to develop, implement, and maintain an integrated computer system to support the Department for HIV Elimination's grants management efforts. To this end, RDE has developed proprietary software tailored to the needs of the Department for HIV Elimination which includes: Client Level Data Management and Analysis; Data Quality Monitoring and Improvement; System-wide Automated Eligibility & Document Management; System-wide Data Sharing; Subrecipient & Contracts Management; Fiscal & Claims Management; Quality Management Analysis & Reporting; Outcomes Evaluation; Data to Care; Automated Federal Reporting (RSR, ADR, APR); Interoperability with Provider EMRs; and, Client Satisfaction Survey & Consumer Needs Assessment.

RDE Systems, maker of the eCOMPAS® and e2® suite of software products, has been serving public health for over thirty years and has over 15 years of Ryan White, CDC, and HOPWA experience. RDE's mission is to support those on the front lines of the effort to End the HIV Epidemic by providing user-friendly software products designed specifically for HIV care, Prevention and Housing programs, that provide better access to data, promote efficiency and save staff time.

If this item is not approved Fulton County will not have access to the grants management system and would need to seek out other options which would require a significant outlay of funds.

Section B must be completed by the Department of Purchasing & Contract Compliance

SECTION B

MARKET SURVEY

Results of Market Survey: *No bids received on BidNet.*

Date Public Notice posted on website: *July 27, 2023*

Date Public Notice closed: *August 7, 2023*

REVIEW OF OFFER(S)

Were any offers received (Y/N): *No*

Number of offers received: *0*

Respondents: *0*

Date Offers submitted to User Department for review: *August 3, 2023*

User Department review and recommendation: *Review and Approved*

Purchasing Agent review and recommendation: *After review and consideration of all available information related to the requirement and criteria of the sole source advertisement #23SSN139321B-PS as titled e2Fulton Grants Management System - Single Attachment, the Department of Purchasing and Contract Compliance recommends proceeding with BOC approval request to award a contract without competition.*

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished pursuant to the Fulton County Code of Ordinances §102-384, Award without Competition.

I, Felicia Strong-Whitaker, Chief Purchasing Agent, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Felicia Strong-Whitaker, CPPO, MCA
Chief Purchasing Agent

Date

I, Dick Anderson, County Manager, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.

Dick Anderson
County Manager

Date

Market Research Form: Award of Contract Without Competition (Sole Source)

PROCEDURES

The Purchasing representative must conduct a market research prior to advertising the Justification Form on the Bid Board:

- 1) The User Department requesting the sole source must submit a memo to the Purchasing Department detailing the justification for sole source designation, a completed Sole Source Justification Form and a letter from the vendor indicating their justification of the sole source designation.
- 2) The Department of Purchasing & Contract Compliance must complete the following steps:
 - Conduct Market Research – In order to determine whether the request meets the requirements for sole source designation the purchasing representative must review the Sole Source Justification Form and conduct a market research. Research resources shall include: Internet searches (Google product and insert findings below) and advertisement of intent to award a sole source.
 - Post Public Advertisement – All intended sole source acquisitions shall be advertised on the Bid Board for a minimum of five (5) business days.

MARKET RESEARCH:

Identify Contact Source (Internet search, vendor name)	Date	Comments
BidNet - 23SSN139321B-PS - e2Fulton Grants Management System	7/27/2023 through 8/3/2023	No bids received



July 19, 2023

Jeff Cheek, Director
 Department for HIV Elimination
 137 Peachtree Street, SW
 Atlanta, GA 30303

RDE System Support Group, LLC Cost Estimate and General Scope of Work

Dear Mr. Cheek:

In connection with your process to arrange a sole source agreement with RDE System Support Group, LLC (RDE) to continue our work on the e2Fulton project, a Ryan White management information system provided to the Department for HIV Elimination pursuant to a Software as a Service (SaaS) licensing model, you have requested a statement from RDE summarizing the anticipated budget for the two-year period from March 1, 2023 through February 28, 2025.

The two-year budget summary follows.

Budget Summary
March 1, 2023 – February 28, 2025

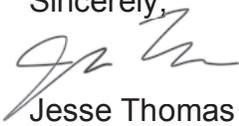
Item Description	Amount
Software as a Service (SaaS) License fee for the period 3/1/2023 - 2/28/2024	\$450,000.00
Software as a Service (SaaS) License fee for the period 3/1/2024 - 2/28/2025	\$400,000.00
Software as a Service (SaaS) License for System Modifications and Enhancements – Contract Management and Fiscal	\$ 8,000.00
Software as a Service (SaaS) License for System Modifications and Enhancements – Non-Fiscal	\$191,800.00
Software as a Service (SaaS) License for New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3)	\$326,600.00
Software as a Service (SaaS) License for New Client Satisfaction Survey for 2024	\$ 25,000.00
Software as a Service (SaaS) License for Rolling Consumer Needs Assessment Survey for 2023	\$ 37,500.00
Software as a Service (SaaS) License for Rolling Consumer Needs Assessment Survey for 2024	\$ 25,000.00
Prepaid Incentives for Client Satisfaction Survey and Consumer Needs Assessment	\$ 65,000.00
Year 2 Mid-year System Modifications	\$ 86,000.00
Year 2 Year-end System Modifications	\$ 85,100.00

Contract Total: \$1,700,000.00

Any questions concerning the Budget Summary may be addressed to the undersigned.

It is our privilege to continue our support for the Fulton County Department of HIV Elimination in its vital work to end the HIV epidemic in the Atlanta EMA.

Sincerely,



Jesse Thomas

Manager

RDE System Support Group, LLC



June 2, 2023

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street, SW
Atlanta, GA 30303

Letter in Support of Sole Source Application for e2Fulton

Dear Mr. Cheek,

RDE System Support Group, LLC (RDE) is submitting the following information in support of your sole source application for RDE to be the sole source provider of the e2Fulton data management system currently used by the Department of HIV Elimination (the Department). RDE is the vendor of the e2Fulton software, a proprietary custom software product of RDE, which is licensed to Fulton County for the Department's use pursuant to RDE's Software as a Service (SaaS) licensing model. All costs of planning, design, development, project management, technical support, user support, and secure hosting on Amazon Web Services' FedRAMP-certified GovCloud region are included in the SaaS license fees. e2Fulton is available only from RDE, and without a contract between RDE and Fulton Co., the Department would be unable to continue to use e2Fulton.

e2Fulton was launched in April, 2021 and has been in continuous successful use by the Department since its launch. Based on data through October 2022, since its launch e2Fulton has managed over 42,000 client records, collected over 3.4 million system data points, managed the delivery of over 36,000 services, managed over 212,000 client medical records, and calculated and managed client eligibility for over 18,000 client records. We believe e2Fulton has become integral and essential to the functioning of the Department.

e2Fulton has been custom designed and developed by RDE in consultation with Department personnel to meet the unique data management, program management, quality improvement and monitoring, contract management, and fiscal oversight needs of the Department and its funded subrecipients. RDE project managers, developers, and the RDE contract management team have worked closely with the Department to create a system uniquely suited to manage the Department's HIV data and subrecipient contract and billing information. The unique features of e2Fulton, which are not available from any other software vendor or with any other software system include the following:

- The e2Fulton Contract Management and Fiscal Management System promotes efficiency and effectiveness in procurement, subrecipient contract management and fiscal management. The e2Fulton Contract Management and Fiscal Management System (Contract and Fiscal Management System) is a comprehensive solution which enhances

the efficiency and effectiveness of procurement and subrecipient contract management processes and fiscal management for the Department. The system has been custom designed in close collaboration with Department personnel and based on detailed specifications provided by the Department, tailored to the Department's established workflow for contract management and fiscal management, to streamline the entire procurement process from procurement, through contract management and billing, to subrecipient contract closeout, providing greater visibility, accountability, and transparency. The Contract and Fiscal Management System includes features such as end-to-end contract submission and approval, contract modification, contract management, subrecipient report submission and administrative review, as well as reporting and analytics tools that enable real-time tracking and analysis of procurement activities and oversight of subrecipient contracts and billing. Implementation of the Contract and Fiscal Management System has completely automated the Department's procurement, contract management, and subrecipient billing process, and has reduced procurement cycle times, improved procurement outcomes, and ensured compliance with regulatory and contractual requirements, resulting in cost savings and increased productivity.

- e2Fulton implements system-wide automated eligibility determinations. The e2Fulton Automated Eligibility Module automatically determines each client's eligibility in real time under Ryan White Parts A and C, MAI, and EHE from data entered into the system, based on HRSA's eligibility criteria and the Department's unique eligibility rules and criteria. e2Fulton auto-calculates and displays eligibility beginning and end dates, the level of services for which the client is eligible under each program, the client's sliding scale payment responsibility, caps on payments for services, the sum of funding for services provided to date and the amount of the cap on services remaining. During service entry, built-in validations in the system notify users if the service being entered is ineligible for reimbursement under the funding source selected, preventing billing for ineligible services. eCOMPAS calculates and displays the client's eligibility for Medicare and Medicaid services, to ensure that the Department is the payer of last resort. Client eligibility for each Ryan White funding Part is shared among subrecipients receiving funding under that Part and is uniform for all subrecipients in the system, promoting ease of program administration for the Department and subrecipients.
- e2Fulton supports system-wide data sharing. e2Fulton utilizes a "global consent" data sharing model, under which the default data sharing arrangement is for client records to be shared among all subrecipient agencies within the system. This system of shared client records promotes coordination of care among subrecipients serving the same client, and eliminates the administrative burden of each subrecipient having to enter and maintain client personal information, demographic data, and eligibility documentation and information.

- e2Fulton is fully compliant with all Federal Reporting requirements, with automated reporting features that save time and effort for the Department and sub-recipients. e2Fulton is RSR-Ready, with features that promote data quality and ease of reporting. The eCOMPAS Visual RSR Module generates the RSR automatically from client data entered into the system and exports the completed RSR to HRSA as an XM file. HRSA-specific RSR Validations notify providers of data errors and incomplete or missing data, and unique system features assist users in locating and correcting flawed data efficiently, saving time and effort. The eCOMPAS COVID-19 Data Module and Report addresses all of HRSA's data collection and reporting requirements with respect to CARES Act funding received by the Department. The CDR report will be generated automatically by pulling the required data from e2Fulton, customized for the CARES Act funded services actually being provided by the Department and subrecipients, as reflected in the contracts.

- e2Fulton offers above-industry-standard security and privacy features and strict adherence to security procedures. e2Fulton meets and exceeds the highest standards of security and privacy and is fully compliant with HIPAA. The security features of e2Fulton include:
 - Encryption. Data is encrypted both during transmission and while at rest in e2Fulton. When data is transmitted, the highest level of data encryption for secure data transmission is used (256-bit SSL). Data is encrypted at rest using 256-bit AES. Client identifying information and other sensitive data is further protected by RDE's proprietary advanced zero knowledge encryption model, LKMv2.2.

 - Username/Passwords. Username and strong password security are implemented with expiring passwords and failed-attempt blocking. Single sign-on options are available.

 - User-Level Security. Role-based permissions and tiered access to information are implemented. Access to certain data elements, screens, reports and functions may be restricted to certain users or user groups.

 - Audit Trail. Audit logging tracks changes to data made by each user. Access logging tracks users who have accessed the "looked up" features of data records.

 - IP Address Logging. IP address logging tracks which computer a user used to access eCOMPAS.

 - Continuous Security Updates. To ensure future security, security policies, plans, and technology are continuously reviewed and updated.

- Security Policies and Procedures. RDE reviews and if necessary, updates, its documented security policies and procedures annually, or more frequently if required, to maintain the security of Protected Health Information (PHI) and other confidential data entered into e2Fulton.
- Security Groups. Security groups are applied between each instance residing in the AWS GovCloud infrastructure. Specific protocols and ports are opened on an as-needed-basis with an explicit deny rule for all other traffic.
- Firewall and Monitoring Protection. Firewall and monitoring protection safeguard Web applications from infrastructure layer attacks to ensure stable and secure access.
- Intrusion Detection System. An intrusion detection system is implemented to analyze network traffic and provide alerts on suspicious activity and unauthorized access in the server.
- Network segregation. Network segregation is applied to servers which do not require Internet connectivity but are required for the application to function properly. These servers are explicitly denied Internet connectivity.
- Resource/Availability Monitoring. Resource and availability monitoring enable our technicians to spot early signs of issues before they impact the system and its users, our technicians are on standby 24/7/365.
- Secure Data Transfers. SFTP is utilized for the secure transfer of data.
- e2Fulton is hosted on Amazon Web Services (AWS) GovCloud (US) Region, a FedRAMP-certified cloud service provider. AWS GovCloud (US) offers the highest level of security and stability commercially available. AWS has added a layer of permissions to the AWS GovCloud (US) Region that restricts access to those on an approved list of US Persons. A FedRAMP Agency ATO has been issued encompassing the AWS GovCloud (US) Region.
- e2Fulton features RDE's unique Zero Knowledge Encryption system, LKMv2.2, which provides an additional level of protection for sensitive client identifying information. LKMv2.2 is an advanced security feature available only from RDE that prevents RDE, users who lack the necessary permissions, and other unauthorized parties from viewing client identifying information in e2Fulton. Zero Knowledge Encryption enables the Department and its sub-recipients to use a single, comprehensive data management system for daily patient care, which requires access to sensitive client identifiers such as name and social security number, and also for fiscal management, contract management, data analysis, and federal reporting by staff who are not authorized to

RDE Systems

view client identifying information. Sensitive client identifiers (called Level 1 or L1 data) such as full name, address, social security number, phone number, and email address are encrypted when at rest in the database with a secure encryption key that RDE does not have access to. Only the Department's system administrators can grant permissions to individual user accounts to access Level 1 data through the e2 application. This Level 1 data is not legible in plain text at any time until displayed on the browser of authorized users.

Based on the most recent user survey, conducted in October 2022, 91% of users who responded reported having a positive experience using e2 Fulton. e2Fulton reporting and data analysis features received a 98% approval rating, and e2Fulton technical support and user support received a 100% approval rating. Such extremely high approval ratings are highly unusual for government-mandated software systems. Anecdotally, users commented on the efficiency, ease of use, and user-friendliness of e2Fulton, and immediately following launch, many users expressed excitement about the new e2Fulton system.

If you need any additional information, please let us know.

Sincerely,



Jesse Thomas, Manager
RDE System Support Group, LLC.

DRAFT

AMENDMENT TO SERVICE AGREEMENT

Fulton County Department for HIV Elimination Service Agreement eCOMPAS Maintenance and Licensing Agreement

RE: Contract Number: FC 23-02

Summary

RDE System Support Group, LLC (RDE), with its principal place of business at 44 Cedar Cliff Drive, Wayne, NJ and Fulton County (the County, Customer), with its principal place of business at 137 Peachtree Street Atlanta, Georgia 30303, entered into an Agreement dated July 15, 2020 and titled Atlanta Eligible Metropolitan Area Agreement (the 2020 Agreement), to enable Customer to utilize RDE's eCOMPAS™ (electronic Comprehensive Outcomes Measurement Program for Accountability and Success) platform. Customer utilizes eCOMPAS to serve the data collection, monitoring, and analysis needs of the Ryan White programs managed by the Department for HIV Elimination. The parties executed an agreement titled Fulton County Department for HIV Elimination eCOMPAS Maintenance and Licensing Agreement - Service Agreement (the 2023 Service Agreement), effective March 1, 2023, to extend the term of the 2020 Agreement for the period from March 1, 2023 through February 29, 2024. The parties now wish to amend the 2023 Service Agreement to include certain Deliverables, as described in greater detail below.

The term of this Amendment is from October 1, 2023 through December 31, 2023, to run concurrently with the Renewal Term, as defined in the 2023 Service Agreement, March 1, 2023 through February 29, 2024.

Scope of Work (SOW)

RDE will provide eCOMPAS pursuant to its Software as a Service (SaaS) model, which includes all licensing, maintenance and technical assistance for the duration of the term. Licensing, maintenance, and technical assistance will be provided on a daily basis and will be billable in accordance with the Deliverables and Payment schedule attached hereto as Attachment A.

Licensing covers the use of eCOMPAS (also known as e2Fulton) by Customer, to enter and report client level data for the duration of this agreement.

Maintenance includes upgrading the system to meet new HRSA federal reporting requirements. Additional items included in Maintenance are described in the Scope of Work attached hereto as Attachment A.

Technical assistance includes responding to user questions and requests from stakeholders to enable them to use the system to meet the functionality as implemented at system launch.

RDE will provide help desk services from 9:00 AM to 5:00 PM EST at:

Tel: (973) 773-0244
 Email: support@e2fulton.org

The Project Scope attached hereto in Attachment A will provide the basis for the development of detailed final Specifications at the commencement of the Project. The development of final Specifications may result in mutually agreed upon revisions to the Project Scope, and the development of the Project and the implementation plan for the Project will be based on and defined by the final Specifications.

New software development requests outside of regular maintenance and special requests (such as researching data discrepancies caused by user error) may require negotiating and executing a Change Order. RDE often performs these special requests for free, however this will not guarantee all such requests will be free of charge.

Deliverables and Payment Schedule

The license fees for the eCOMPAS Software as a Service (SaaS) licenses total \$434,150.00. The above fees will be invoiced and payments will be made in accordance with the following Deliverables and Payment Schedule. The Deliverables and Payment Schedule also includes the amount of \$65,000 for Prepaid Incentives for the Client Satisfaction Survey and Consumer Needs Assessment, which will be disbursed by RDE on behalf of the County.

Deliverable	Estimated Date	Amount
Software as a Service (SaaS) License for e2Fulton. System Modifications and Enhancements – Contract Management and Fiscal.	Upon Execution of Service Agreement Estimated: October 20, 2023	\$8,000.00
Software as a Service (SaaS) License for e2Fulton. System Modifications and Enhancements – Non-Fiscal.	Upon Execution of Service Agreement Estimated: October 20, 2023	\$191,800.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 (Phase 1). Contract Management and Fiscal. Project Start-up, Delivery of Prototypes.	Estimated: November 20, 2023	\$4,800.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3). Contract Management and Fiscal. Project Start-up.	Upon Execution of Service Agreement Estimated: October 20, 2023	\$38,100.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 (Phase 1). Non-Fiscal. Project Start-up, Delivery of Prototypes.	Estimated: November 20, 2023	\$40,950.00

Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3). Non-Fiscal. Project Start-up.	Upon Execution of Service Agreement Estimated: October 20, 2023	\$50,500.00
Software as a Service (SaaS) License for e2Fulton. Part C Capacity Development Grant Project Components. Project Start-up, Development of Detailed Specifications.	Upon Execution of Service Agreement Estimated: December, 2023	\$60,000.00
Software as a Service (SaaS) License for e2Fulton. Year-end System Modifications.	Estimated: TBD	\$40,000.00
Prepaid Incentives for Client Satisfaction Survey and Consumer Needs Assessment.	Upon Execution of Service Agreement Estimated: October 20, 2023	\$ 65,000.00
TOTAL		\$434,150

The above-listed Deliverables are described in greater detail in the Deliverables Schedule and Project Scope of Work attached hereto as Attachment A.

Terms

1. All data entered into the system by users is owned by Customer or to whomever Customer grants ownership rights.
2. eCOMPAS, e2, and e2Fulton are copyrighted works of RDE, and all systems and future modifications are wholly owned by RDE.
3. Invoices will be submitted to Customer upon deliverables completion, or within three weeks after the Estimated Date, whichever is sooner. Payment is due within 30 days of submission.
4. Usage of the system implies Customer understands the security and privacy measures as defined in Security and Privacy section and attests that these are sufficient to meet all relevant local and national laws and regulations. Customer, its users, and its agents will not take any actions which negate or circumvent those security and privacy measures.

Customer Responsibilities for Project Success

RDE assumes Customer will engage in the joint-team approach and use good judgment in working flexibly to engage stakeholders to do what is necessary to help ensure project success. For example, certain policies, such as the requirements to submit reports by certain dates, help ensure data integrity can only be promulgated by the Customer, and not by RDE.

Both parties accept the following additional responsibilities:

1. Customer will provide detailed written requirements for additional development and customization requests with clarification as needed, including written specifications, and desired time frames for delivery of prototype, testing, and deployment, in accordance with procedures to be mutually agreed upon between Customer and RDE.
2. Customer will test all prototypes delivered, in accordance with the procedures to be mutually agreed upon between Customer and RDE and will verify that new customizations are in conformance with final specifications and are working from a program standpoint. Testing and verification is a joint-team process; however, it is customer's responsibility to identify and report to RDE in writing, following review and testing, any non-conformance of delivered prototypes from final specifications. RDE will expedite resolving any issues that are identified, with the understanding that any changes requested that are not described in final specifications will be considered requests for new development. Written requirements from Customer may take the form of detailed meeting minutes taken by RDE.
3. RDE will stay apprised of all HRSA reporting requirements and eligibility changes or suggestion; RDE will implement those updates with Customer approval. Customer will hear and consider recommendations on policy changes to help enhance user acceptance and data integrity.
4. Customer and RDE will comply with all relevant laws and regulations
5. Customer will ensure that its technology infrastructure meets the current minimum system requirements provided by RDE, for the proper functionality and performance of e2Fulton.
6. Customer will provide written guidance if performance falls below contracted levels or expectation with sufficient time for corrective action to be implemented, tested, and deployed. In the absence of an agreed upon timeframe, sixty (60) days will be granted for corrective actions.
7. Customer understands that uniquely customized software can be a product of incomplete, conflicting, or inaccurate system specifications, and software errors are to be expected. Customer understands that successful custom software projects require clear specifications, testing by both RDE and the client team, clear and timely documented feedback from users and stakeholders, good joint project management, time buffers for unforeseen issues, and proper, proactive expectation-setting. Good practices among project partners produce good project outcomes.
8. Customer and its agents will not copy or attempt to reverse engineer eCOMPAS or any related applications.
9. Additional assumptions and responsibilities of Customer or RDE Systems may be added or amended with the written consent of both the Customer and RDE.

Procedures for New Project Requests and Project Approval

The Parties agree that new development projects will be proposed, reviewed and approved according to the following procedure:

- Upon receipt of a written request from Customer for a new project or upon receipt of written requirements, RDE will consult with Customer to develop a written Scope of Work for the

project. The written request from Customer may take the form of written approval of meeting minutes which include a detailed description of the request.

- RDE will submit a written draft Scope of Work for the project for Customer's review.
- Authorized representatives of Customer, in their sole discretion, will provide RDE with written approval of the draft Scope of Work and desired completion date for the project.
- Upon receipt of Customer's written approval of the draft Scope of Work RDE will consult with Customer to develop Detailed Specifications, a Project Timeline, and a Deliverables Schedule for the Project.
- RDE will submit the Detailed Specifications, Project Timeline, Deliverables Schedule, and cost estimate for the project for Customer's approval.
- Authorized representatives of Customer, in their sole discretion, will provide RDE with written approval of the Detailed Specifications, Project Timeline, Deliverables Schedule and cost estimate before RDE begins work on the project.
- In the case of minor system changes, which do not require planning, design or extensive new development work, the parties may mutually agree to proceed on the basis of a written cost estimate and written approval, without the submission and review of a project Scope of Work, Detailed Specification, and Project Timeline.
- If the project is to be included in a contract, contract amendment, or change order, the Scope of Work for the project, as approved by Customer, will be appended to the service agreement, service agreement amendment, or change order as the Service Agreement Scope of Work (Attachment A).

As part of the scope development, project planning and specification development process for a project, RDE may provide to Customer one or more demonstrations (demos) of features or modules from other eCOMPAS or e2 systems. It is understood that the purpose of these demos is to provide Customer with options for new system features and are not a guarantee that all features included in demos will be included in the project. It is the responsibility of Customer to carefully review the Scope of Work and draft Specifications to ensure that all desired features are included in the Scope of Work and Specifications for the project.

If the Deliverables Schedule provided above in the section Deliverables and Payment Schedule, or the detailed Deliverables Schedule included in Attachment A, include a deliverable for Mid-year System Modifications or Year-end System Modifications, a cost estimate that is approved in accordance with the above procedure may be invoiced against the remaining balance in that deliverable at the Customer's option.

Security and Privacy

Data Security and Privacy is promoted through several mechanisms:

1. **Encryption.** Data is encrypted both during transmission and while at rest. When data is transmitted, the highest level of data encryption for secure data transmission will be used (256-bit SSL). Sensitive data (Level 1 data), including clients' full names, social security numbers, addresses, and other client identifiers, and secure messages, are encrypted at rest using advanced LKM encryption.
2. **Username/Passwords.** Username and strong password security with expiring passwords, and failed-attempt blocking.

3. **User-Level Security.** Different user groups and users may have access to certain data elements, screens, reports and functions.
4. **Advanced Security for Services.** Certain service categories can be further restricted from sharing (e.g., Legal, Mental Health and Substance Abuse Services).
5. **Audit Trail.** Audit trail logging tracks changes to data made by any user. Access logging tracks users who have accessed the “looked up” features of data records.
6. **IP Address Logging.** IP address logging tracks which computer a user used to access eCOMPAS.
7. **Continuous Security Updates.** To ensure future security, security and confidentiality procedures force security policies, plans, and technology to be continuously reviewed and updated.
8. **Confidential Security Measures.** For security purposes, there are other confidentiality and security measures in place that cannot be disclosed.

Mutual Non-Disclosure

Each party (the Disclosing Party) may disclose to the other party (the Receiving Party) information that is confidential or proprietary (Confidential Information). Confidential Information includes information and materials related to the business, affairs and/or procedures of the Disclosing Party, or to the designs, programs, flowcharts and documentation of the Disclosing Party’s information technology. Confidential Information does not include any information that is: (a) in or enters into the public domain through no wrongful act of the Receiving Party; (b) rightfully received from a third party without restriction and without breach of this Agreement; or (c) already in the Receiving Party’s possession as evidenced by its records and not the subject of a separate nondisclosure agreement.

The Receiving Party will not, and will cause each of its employees, agents, subcontractors and Affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party (except as required by applicable law, regulation or legal process, but only after compliance with this Section 6.2) or to any employee, agent, subcontractor or Affiliate of the Receiving Party other than on a “need to know” basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The Receiving Party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The Receiving Party will take all reasonable precautions necessary to safeguard the Disclosing Party’s property, including Confidential Information. Upon the Disclosing Party’s request, the Receiving Party will return all Confidential Information. In the event that the Receiving Party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the Receiving Party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the Disclosing Party immediately so that the Disclosing Party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

HIPAA Compliance Procedures

Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104 191, and the rules and regulations promulgated thereunder, as the same may be amended

and supplemented from time to time, including the amendments enacted by the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the HITECH Act) (collectively referred to herein as "HIPAA").

The parties recognize a common goal of securing the integrity of all individually identifiable health information (IIHI) and according IIHI the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts to maintain the security and confidentiality of all IIHI in their possession in connection with the activities contemplated by this Agreement, and to protect the IIHI from disclosure. All IIHI (including information relating to patients and/or study subjects whose identities may be ascertained by the exercise of reasonable effort through investigation or through use of other public or private databases) shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA; and the parties agree to take such additional steps as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

General Terms

Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other party's prior written consent.

Entire Agreement; Amendments. The provisions, terms and conditions of this Agreement (including its schedules and attachments) represent the entire agreement of the parties with regard to the subject matter of this Agreement and except as expressly provided, supersede any prior oral or written matter not included herein. No waiver, modification, change or amendment of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, change or amendment is sought to be enforced. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

Standard limitation of liability. RDE will not be liable for any consequential, indirect, special, punitive or incidental damages or lost revenues based on Customer's claims or those of its subrecipients including, but not limited to, claims for loss of data, goodwill, use of the software, interruption in use or availability of data, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. RDE's maximum liability during the term of this agreement for damages in connection with a claim related to this agreement, regardless of the cause of action, will not exceed the sum total of the amounts paid by Customer to RDE in the preceding twelve (12) months..

Standard limited warranty. All warranties, conditions, representations, indemnities and guarantees with respect to the products, whether express or implied, arising by law, custom, prior oral or written statements by RDE, its licensors or representatives or otherwise (including, but not limited to any warranty of merchantability, satisfaction and fitness for a particular purpose) are hereby overridden, excluded and disclaimed. Without limiting the foregoing, RDE makes no representations or warranties regarding the accuracy, completeness or quality of Customer's historic data, whether before or after migration, or the suitability of such data for migration to eCOMPAS, and makes no representations or warranties with respect to the success or completeness of the data migration from Customer's legacy data system to eCOMPAS. RDE makes no representations or warranties regarding

the completeness or accuracy of detailed specifications for the Project provided by or signed off on by KDHE, or the fitness for a particular purpose of software developed in conformity with such specifications.

Indemnities. For purposes of this Agreement, the obligation of KDHE to indemnify RDE will be limited as provided in Section 4 of Appendix A. RDE agrees to indemnify, and hold harmless KDHE and its employees from and against any and all direct claims, losses, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees), arising out of, or in connection with the gross negligence, recklessness, fraud, or misconduct of RDE or its employees, agents, and subcontractors, subject to the limitation set forth above in the section titled Standard Limitation of Liability.

Notices. All requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (a) when received, if delivered in person or sent via email, or (b) when sent, if sent by facsimile with receipt confirmed, or (c) three (3) days following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, in any such case as follows:

if to RDE:

RDE System Support Group, LLC
44 Cedar Cliff Drive
Wayne, NJ 07470

if to Customer:

Jeff Cheek, Director
Department for HIV Elimination -
137 Peachtree Street, SW
Atlanta, GA 30303

Communications required or permitted to be given hereunder, if sent via email, shall be sent in PDF format, on official letterhead of the sender, and signed by an official signatory of the sender.

Change Order Management. In the event that the parties determine that changes to the Scope of Work are required, the parties shall execute a Change Order specifying the nature of the change, all requirements, and the cost of the change. Any Change Order must be in writing and signed by each Party, by persons duly authorized to legally bind such party.

Dispute Resolution. In the event of the occurrence of any dispute arising out of or relating to this Agreement or any SOW or any services performed hereunder, either party may, by written notice to the other, have such dispute referred to the respective senior management of each Party. If they shall be unable to resolve the dispute by good faith negotiations by their senior management within thirty (30) days of the disputing party's notice, or within such longer period as the parties may mutually agree to in writing, then the dispute may be finally settled by arbitration as provided herein. Notwithstanding the foregoing, each Party shall be entitled to seek injunctive relief and specific performance in any court or arbitral tribunal without waiting for the completion of any such negotiations or arbitration.

Any arbitration proceeding shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The award of arbitration must be accepted by both parties in order to be final and binding upon the Parties. The place of arbitration shall be mutually agreed upon by the parties. The Parties agree to submit to the jurisdiction of the AAA for the purposes of the

arbitration proceedings, and any counterclaims that relate in any respect to the Agreement or any SOW or any services performed hereunder. The arbitration shall be conducted by a panel of three persons. Within thirty (30) days after initiation of arbitration, each Party shall select one person to act as arbitrator and the two party-selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by the Parties fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the AAA. If mutually agreed by the parties at the time the dispute arises, the arbitration specified in this Dispute Resolution Section shall be the procedure for the resolution of disputes between the parties arising out of or relating to this Agreement or any SOW or any services performed hereunder; provided, that a party, without prejudice to the above procedures, may seek injunctive relief or other provisional judicial relief if in its sole judgment such action is necessary to avoid irreparable harm or to enforce any arbitration decision.

Termination. In the event of a material breach of this Agreement, the non-breaching Party shall, within seven (7) days of discovering the material breach, provide written notice to the breaching Party, whereupon the breaching Party shall have thirty (60) days to correct the breach. If the material breach continues for a period of more than thirty (60) days after written notice of such material breach has been provided to the breaching Party, the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. A longer period of time to correct the breach may be mutually agreed by the Parties in writing.

Upon termination of this Agreement for any reason whatsoever, Customer shall immediately cease using e2Fulton and return all copies of e2Fulton in the possession or control of Customer, and all materials related to e2Fulton, eCOMPAS and e2 in the possession or control of Customer.

Intellectual Property Rights. Exclusive of User-entered data, eCOMPAS, e2Fulton, and e2 are copyrighted works of RDE, and all systems and future modifications are wholly owned by RDE. At all times, RDE shall have title to eCOMPAS, e2Fulton, and e2, and all materials related thereto, all enhancements, modifications, and new versions thereof, and all copies or any portions thereof. RDE's title shall include, but not be limited to, all copyright, trademark, other intellectual property rights, or other rights in eCOMPAS, e2Fulton, and e2.

All data entered into the system by Customer and users is owned by Customer or to whomever Customer grants ownership rights.

No Modifications. Customer cannot modify eCOMPAS, e2Fulton, or e2, or any portions thereof. Nevertheless, any modifications done to eCOMPAS, e2Fulton, or e2 or any portions thereof are done for RDE as "works for hire," as defined by the Copyright Laws of the United States. User understands that all rights in those modifications shall belong to RDE.

Duty to Notify. Customer shall promptly notify RDE of any claim, action, cause of action or litigation brought against Customer, its employees, officers, agents, subcontractors or users, which arises out of the services provided under this Agreement. Customer shall also notify RDE whenever Customer has a reasonable basis for believing that Customer and/or its employees, officers, agents, subcontractors or End Users might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services provided under this Agreement. Failure to provide the notices required by this paragraph is a material violation of the terms and conditions of this Agreement.

Customer agrees to furnish RDE with copies of any progress reports or other reports filed with HRSA or other Federal funding agencies, which relate to the services provided under this agreement.

Force Majeure. Neither User nor RDE shall be liable for failure or delay in the performance of its obligations due to any cause beyond its reasonable control such as fire, accident, act of the public enemy, war, rebellion, labor dispute, insurrection, transportation delays, energy, machinery, act of God, government, or the judiciary, or other elements or items singularly or in combination beyond the control of such party.

Headings. The headings of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of this Agreement.

Severability. The provisions of this Agreement are severable, and any judicial determination that any provisions are invalid or unenforceable will not affect the validity or enforceability of any other provision, but rather will cause this Agreement first to be construed in all respects as if such invalid or unenforceable provisions were modified to terms that are valid and enforceable and provide to the greatest extent the rights expected by the parties hereto.

Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

RDE SYSTEM SUPPORT GROUP, LLC

Fulton County Department for HIV
Elimination

Signature

Signature

Name

Name

Title

Title

Date

Date

Attachment A

Fulton County Department for HIV Elimination eCOMPAS Maintenance and Licensing Agreement

Deliverables and Payment Schedule, Scope of Work

The license fees for the eCOMPAS Software as a Service (SaaS) licenses total \$434,150.00. The above fees will be invoiced and payments will be made in accordance with the following Deliverables and Payment Schedule. The Deliverables and Payment Schedule also includes the amount of \$65,000 for Prepaid Incentives for the Client Satisfaction Survey and Consumer Needs Assessment, which will be disbursed by RDE on behalf of the County.

Deliverable	Estimated Date	Amount
Software as a Service (SaaS) License for e2Fulton. System Modifications and Enhancements – Contract Management and Fiscal.	Upon Contract Execution Estimated: October 20, 2023	\$8,000.00
Software as a Service (SaaS) License for e2Fulton. System Modifications and Enhancements – Non-Fiscal.	Upon Contract Execution Estimated: October 20, 2023	\$191,800.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 (Phase 1). Contract Management and Fiscal. Project Start-up, Delivery of Prototypes.	Estimated: November 20, 2023	\$4,800.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3). Contract Management and Fiscal. Project Start-up.	Upon Contract Execution Estimated: October 20, 2023	\$38,100.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 (Phase 1). Non-Fiscal. Project Start-up, Delivery of Prototypes.	Estimated: November 20, 2023	\$40,950.00
Software as a Service (SaaS) License for e2Fulton. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3). Non-Fiscal. Project Start-up.	Upon Contract Execution Estimated: October 20, 2023	\$50,500.00
Software as a Service (SaaS) License for e2Fulton. Part C Capacity Development Grant Project Components. Project Start-up and Development of Detailed Specifications.	Upon Contract Execution Estimated: October 20, 2023	\$60,000.00
Software as a Service (SaaS) License for e2Fulton. Year-end System Modifications.	Estimated: TBD	\$40,000.00

Prepaid Incentives for Client Satisfaction Survey and Consumer Needs Assessment.	Upon Contract Execution Estimated: October 20, 2023	\$ 65,000.00
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Project Scope of Work

The Project Scope of Work for Phases 1, 2, and 3 will provide the basis for the development of detailed final Specifications at the commencement of the Project. The development of final Specifications may result in mutually agreed upon revisions to the Project Scope, and the development of the Project and the implementation plan for the Project will be based on and defined by the final Specifications.

Upon the completion of detailed specifications for each project Phase, the timeline for that Phase will be mutually agreed by the parties. The timeline for each Phase will be stated in terms of durations and dependencies for the following tasks: sign-off on detailed specifications, delivery of prototype, completion of UAT and acceptance of prototype, delivery of launch-ready system.

e2Fulton 2023 Scope of Work

e2Fulton 2023-2024 Scope of Work Phases 1, 2, and 3

- I. System Modifications and Enhancements – Contract Management and Fiscal
 - a. Contract Management Module Enhancements
 - i. Ability to add/edit/delete line items in contracts for sub-services under each Service Contract.
 1. Personnel
 - a. Available data entry fields:
 - i. Position #
 - ii. Name
 - iii. Title
 - iv. Employment Status
 - v. Fringe Rate
 - vi. Custom Fringe Rate
 - vii. Hourly Rate (two field available for data entry)
 - viii. Hours Per Month (two field available for data entry)

- ix. Total Monthly Salary (two field available for data entry)
 - x. FTE (two field available for data entry)
 - xi. Number of Months (two field available for data entry)
 - xii. Subtotal (two field available for data entry) (auto calculated field)
2. Ability to track multiple priority categories under a personnel record (sub gird)
- a. Available data entry fields:
 - i. Priority Category
 - ii. Percentage of Salary
 - iii. Salary Total (auto calculated field)
 - iv. Fringe Total (auto calculated field)
 - v. Admin Percentage
 - vi. Requested Admin Budget (auto calculated field)
 - vii. Requested Budget (auto calculated field)
 - viii. Goals and Objectives
 - ix. Justifications/Methodology
3. Fringe
- a. Ability to enter primary and secondary fringe rates
 - b. Available fringe components:
 - i. F.I.C.A.
 - ii. Health Insurance
 - iii. Dental Insurance
 - iv. Vision Insurance
 - v. Life Insurance
 - vi. Unemployment Insurance
 - vii. Workers Compensation
 - viii. Medicare
 - ix. Medicaid
 - x. Disability Insurance
 - xi. Other
 - c. Additional data entry fields:
 - i. Justifications/Methodology
4. Travel
- a. Employee Travel
 - i. Available data entry fields:
 - 1. Priority Category
 - 2. Line Item
 - 3. Sub-Line Item
 - 4. Miles Per Month
 - 5. Number of Months
 - 6. Cost Per Mile
 - 7. Mileage subtotal (auto calculated field)
 - 8. Parking per Month
 - 9. Parking Subtotal (auto calculated field)
 - 10. Admin Percentage
 - 11. Goals and objectives
 - 12. Justifications/Methodology
 - 13. Requested Admin Budget (auto

- v. Cost Per Month
 - vi. Number of Months
 - vii. Cost Subtotal (auto calculated field)
 - viii. Percentage Charged to this priority category
 - ix. Admin Percentage
 - x. Goals and objectives
 - xi. Justifications/Methodology
 - xii. Requested Admin Budget (auto calculated field)
 - xiii. Requested Budget (auto calculated field)
8. Other
- a. Available data entry fields:
 - i. Priority Category
 - ii. Line Item
 - iii. Sub-Line Item
 - iv. Method of Calculation
 - v. Cost Per Month
 - vi. Number of Months
 - vii. Cost Subtotal (auto calculated field)
 - viii. Percentage Charged to this priority category
 - ix. Admin Percentage
 - x. Goals and objectives
 - xi. Justifications/Methodology
 - xii. Requested Admin Budget (auto calculated field)
 - xiii. Requested Budget (auto calculated field)
9. Administrative
- a. Ability to view administrative cost breakdown by budget category and priority category.
 - ii. Ability to add notes to individual line items.
 - iii. Ability to track Indirect Cost for all budget categories/line items
 - iv. Ability to track Service Targets
 - 1. Priority categories based on contract services
 - 2. Ability to track unit and client targets
 - 3. Ability to enter notes per priority category
 - 4. Ability to track targets by month
 - 5. Additional fields
 - a. Justifications/Methodology
 - v. Ability to track Agency Contract
 - 1. Available data entry fields:
 - a. Contract/Committee Designee
 - b. Name
 - c. Phone
 - d. Email
 - vi. Ability to upload/download/view supporting documentation
 - 1. Available data entry fields:
 - a. Document Name
 - b. Document
 - c. Notes
 - vii. Ability for administrators to add/edit/delete contract waves.
 - 1. Available data entry fields:
 - a. Process Type
 - b. Source Grant

- c. Destination Grant
 - d. Start Date
 - e. End Date
 - f. Wave Status
- viii. Ability to accept/reject contracts through the contract negotiation process based on staff role.
 - 1. Ability for super administrators to bypass contract navigation and make a contract live or contract changes take effect immediately.
 - 2. Robust tracking of events that a contract must follow in order to be approved.
- ix. Ability for users to monitor tasks assigned to them through the contract negotiation process.
 - 1. Provider side dashboard
 - 2. Admin dashboard
- x. Ability for users to receive email notifications when action is required by them through the contract negotiation process.
- xi. Ability to extract contract budget details to an excel file.

b. Fiscal Module Enhancements

- i. Ability to track monthly expenditures by line item
 - 1. Personnel budget category
 - a. Available data entry fields:
 - i. Personnel
 - ii. Priority Category
 - iii. Sub Priority Category
 - iv. Expenditure
 - v. FTE Actual
 - vi. Adjustment
 - vii. Budget (auto calculated field)
 - viii. Available Funds (auto calculated field)
 - ix. Contract Cost (auto calculated field)
 - x. Admin Cost (auto calculated field)
 - xi. Fringe Rate (auto calculated field)
 - xii. Fringe Cost (auto calculated field)
 - 1. Ability to override/manually enter the Fringe Rates.
 - 2. Allowing negative fringe rates.
 - 2. All other budget categories (Client Travel, Staff Travel, Equipment, Contractual, Supplies, Other)
 - a. Available data entry fields:
 - i. Contract Item
 - ii. Sub Priority Category
 - iii. Expenditure
 - iv. Adjustment
 - v. Budget (auto calculated field)
 - vi. Available Funds (auto calculated field)
 - vii. Contract Cost (auto calculated field)

- viii. Admin Cost (auto calculated field)
 - ix. Description
 - x. Notes
- ii. Ability to view budget summary report
 - 1. Columns
 - a. Category
 - b. Contract Budget
 - c. Prior Cumulative Expenditures
 - d. Current Expenditures for Reimbursement
 - e. Remaining Balance
 - f. YTD Expenditures
 - g. % Expended to Date
- iii. Ability to view the full report
 - 1. Displays all expenditures entered for month/contract
- iv. Filters will provide the ability to filter by month.
 - 1. Include November Pre/Post Billing period
 - 2. Include Final Invoice period
- v. Ability to upload/download/view supporting documentation
 - 1. Available data entry fields:
 - a. Document Name
 - b. Document
 - c. Notes
- vi. Ability to add electronic signature when submitting a report
 - 1. Ability for Program Designee and Fiscal Designee to add signatures
- vii. Ability to add electronic signature when accepting a report on the admin side
 - 1. Ability for Project Officer, Fiscal Manager and Director to add signature
- viii. Ability to track the following fields during monthly submission:
 - 1. Formula Amount
 - 2. Supplemental Amount
 - 3. QM Amount
 - 4. Carryover Amount
 - 5. Invoice Number / Date
 - 6. Receiver Number / Date
 - 7. MAI
 - 8. MAI Carryover
 - 9. EHE RWHAP Services
 - 10. EHE Initiatives
 - 11. EHE Infrastructure
 - 12. EHE QM
 - 13. EHE RWHAP Services Carryover
 - 14. EHE Initiatives Carryover
 - 15. EHE Infrastructure Carryover
- ix. Ability to track the following fields per contract:
 - 1. Vendor Code
 - 2. Purchase Order #
 - 3. Formula Funding Line
 - 4. Supplemental Funding Line
 - 5. QM Funding Line
 - 6. Carryover funding line

- 7. MAI Funding Line
 - 8. MAI Carryover Funding Line
 - 9. EHE RWHAP Services Funding Line
 - 10. EHE Initiatives Funding Line
 - 11. EHE Infrastructure Funding Line
 - 12. EHE QM Funding Line
 - 13. EHE RWHAP Services Carryover Funding Line
 - 14. EHE Initiatives Carryover Funding Line
 - 15. EHE Infrastructure Carryover Funding Line
 - x. Ability to print a formatted monthly invoice.
 - 1. Includes the following:
 - a. Vendor information
 - b. Budget summary
 - c. Line-item details
 - d. Provider side signatures
 - e. Admin side signatures
 - f. Formulas/funding lines/amount breakdown
 - xi. Ability for users to receive email notifications when action is required by them through the invoicing process.
- c. Fiscal Reports
- i. Expenditures Report
 - 1. Subcategory Expenditures Report
 - 2. Ability to Drill-down into Sub-categories
 - ii. Allocation Report
 - iii. Consolidated List of Contracts (CLC) Report
 - iv. Service Category Report
 - v. Aggregate Administrative Cost Report
 - vi. WICY Report

II. System Modifications and Enhancements – Non-Fiscal

- 1. e2 Fulton Quality Management Features Enhancements
 - a. e2 Visual HAB Performance Measures Report Enhancements
 - i. Extended HAB Performance Measures [e2Fulton_a42]
 - 1. All Ages Performance Measures
 - a. Influenza Immunization
 - b. Lipid Screening
 - c. Tuberculosis Screening
 - 2. Adolescent/Adult Performance Measures
 - a. Cervical Cancer Screening
 - b. Chlamydia Screening
 - c. Gonorrhea Screening
 - d. Hepatitis B Screening
 - e. Hepatitis B Vaccination
 - f. Hepatitis C Screening
 - g. HIV Risk Counseling
 - h. Oral Exam
 - i. Pneumococcal Vaccination
 - j. Substance Use Screening

- k. Syphilis Screening
 - 3. HAB Medical Case Management (MCM)
 - a. Care Plan
 - 4. HAB Oral Health Measures
 - a. Dental Medical History
 - b. Dental Treatment Plan
 - c. Oral Health Education
 - d. Periodontal Screening or Examination
 - 5. System Performance Measures
 - a. Late HIV Diagnosis
 - b. Linkage to HIV Medical Care
 - c. Housing Status
 - d. Archived Adolescent Adult Measures
 - e. Performance Measure
 - f. ARV Therapy for Pregnant Women
 - g. Adherence Assessment and Counseling
 - h. Mental Health Screening
 - i. EMA Performance Measure
 - j. Performance Measure
 - k. Rapid Linkage to Care
 - l. HHS Linkage to Care
 - m. Engaged Care
 - n. Viral Load Suppression Retained
 - o. Viral Load Suppression among those Prescribed ART
 - p. Hepatitis A Screening
 - q. Hepatitis A Vaccination
- b. e2 Visual Analytics Report Enhancements [e2Fulton_a17]
 - i. Ability to render the Visual Analytics measures into a heat map using client's most recent residency data. Street address geo location will be used if available, otherwise zip code will be used for mapping as a back-up.
 - ii. Ability to filter clients by county of residence [e2Fulton_a99]
- c. Quarterly Agency Progress Report Submission [e2Fulton_w27]
 - i. Ability to track program narratives
 - ii. Ability to view service targets
 - iii. Ability to view HAB performance measures
 - 1. HIV Care Continuum
 - 2. HIV Care Continuum by Subpopulations
 - 3. Core Measures
 - iv. Ability to view EMA Measures
 - v. Ability to view RSR Summary Report
 - vi. Ability to enter Early Identification of Individuals with HIV/AIDS (EIIHA) information
 - vii. Ability to enter Community Involvement information
 - viii. Ability to securely upload documents
 - ix. Ability to add electronic signatures
 - 1. Program and Fiscal Designee
 - x. Ability to export the report to PDF
 - xi. Ability to receive email notifications upon submission of the report
 - xii. Administrators will have the ability to filter by sub-recipient.
 - xiii. Filters will provide the ability to specify funding source.

- xiv. Filters will provide the ability to filter by month.
 - 1. Report submitted quarterly
 - xv. Ability for subrecipients to submit a report.
 - xvi. Ability for administrators to accept/reject a report.
 - xvii. Ability to view report submission history.
- d. Client Services Report (Service Expenditures Report (RW) [e2Fulton_a90]
- i. The Service Expenditure Report allows users to view, in real-time, a count of service units and total dollar amounts for each service category.
 - ii. Ability to display the report by breakdown of subservices
 - iii. Administrators will have the ability to run this report for any number of sub-recipients.
 - iv. Filters will provide the ability to specify contracts and founding sources.
 - v. Addition of columns for Newly Diagnosed & Newly Enrolled. [e2Fulton_a11]
 - vi. Addition of filter for Client County of residence [e2Fulton_a100]
- e. Data Quality Report [e2Fulton_a92]
- i. Identifies missing data for clients receiving services from specific funding stream and identify data completeness issues in specific areas like Demographics, Medical, HIV information etc. to support Quality Management, RSR reporting and other activities.
 - 1. Ability to report clients with duplicate services or screenings.
 - 2. Ability to report clients with missing required fields.
 - 3. Ability to report clients with duplicate labs.
 - 4. Ability to report clients missing certain labs.
 - 5. Ability to report clients with duplicate medications.
 - 6. Ability to report clients Prescribed a PCP or MAC Prophylaxis with CD4 under 200.
 - 7. Ability to report clients NOT Prescribed a PCP or MAC Prophylaxis with CD4 ABOVE 200.
 - 8. Ability to report clients with duplicate immunizations.
 - ii. Report Filters allow users to specify a date range and funding source.
 - iii. Client drill downs can navigate to the client's record where the missing data was found.
 - iv. Options to export the report into a PDF or an Excel spreadsheet.
 - v. Ability to report client with eligibility issues (Gap, Expired)
- f. Referrals Report (RW) [e2Fulton_a91]
- i. Aggregate report to display total number of incoming and outgoing referrals, referrals by status and service category.
 - ii. Ability to report the number for of unique clients for each service category.
2. e2Fulton Client Data Management Features Enhancements
- a. Client Record Management Module
- i. Ability to add/edit Client Demographics Information.
 - i. Ability to add/edit/delete Longitudinal records of Client Residency.
 - ii. Ability to geo-map Client Residency records

- ii. Post-Launch Client Data Modifications
 - i. Make Ethnicity and Race not required
 - ii. Updates to Client Contact Information Logic for clients without a phone number or email.
 - iii. Updates to Data Dictionary for HIV Diagnosis Date and AIDS Diagnosis full Dates for Import from CAREWare
 - iv. New checkbox field for Demographics Screen for MAI Clients
 - v. Addition of COVID-19 Immunizations and Oral Health Care Sub-services
 - b. Client Service Delivery and Tracking Module Updates
 - i. Ability to specify the location where service was delivered (Depending on the agency)
 - ii. Robust cross validation with Client RW Part B, Eligibility to notify users if a client is ineligible for the service and/or to prevent service entry.
 - iii. Robust cross validation with Client RW Part C to notify users if a client is ineligible for the service and/or to prevent service entry.
 - iv. Robust cross validation with Client RW Part D Eligibility to notify users if a client is ineligible for the service and/or to prevent service entry.
 - v. Robust cross validation with Client RW EHE Eligibility to notify users if a Agency location is ineligible for the service and/or to prevent service entry.
- 3. e2Fulton Administrative Features
 - a. Real-Time Data Extract Updates
 - i. Advanced Data Extract Configuration (Version 2)
 - ii. Ability to generate the Data Extract in CSV file format
- 4. e2Fulton Referrals and Data Sharing Features
 - a. Referrals Management Module Updates
 - i. Ability to specify/assign a referral to a location depending on the agency.
 - b. Data Sharing: Common Client Consent and Transparent Data Sharing Updates
 - i. Ability to revoke consent to view and edit a client's record for a single agency. (Launched)
 - ii. Ability to revoke consent for multiple agencies at the same time instead of having to upload a revoke document for each one. (Launched)
 - iii. Updates to data sharing rules so after the launch Grace Period, any clients without consent will be hidden from the agencies they were imported under.
- 5. Client Eligibility and Recertification
 - a. Automated Ryan White Part A Eligibility Determination Updates
 - i. e2 Automated Eligibility Module determines each Client's RW part B eligibility start date and end date based on provided eligibility rules/criteria
 - ii. e2 Automated Eligibility Module determines each Client's RW part C eligibility start date and end date based on provided eligibility rules/criteria
 - iii. e2 Automated Eligibility Module determines each Client's RW part D eligibility start date and end date based on provided eligibility rules/criteria.
 - iv. An eligibility status report allows users to review a table with all clients' Eligibility Status if they've been served by the current user's agency. The reports also highlights clients who's eligibility has already expired or clients who's eligibility will expire in the next 30 days.

- v. Eligibility Updates following HRSA guidance making 6-Month Eligibility and Recertification optional.
 - 6. e2Fulton Reports
 - a. Ryan White HIV/AIDS Program Services Report (RSR) Enhancements
 - i. RW Part B Eligible Clients and their services will be reported in the RSR as per HRSA specifications.
 - ii. RW Part C Eligible Clients and their services will be reported in the RSR as per HRSA specifications.
 - iii. RW Part D Eligible Clients and their services will be reported in the RSR as per HRSA specifications.
 - iv. Add an "export as excel" or similar, a CSV file for zip codes. Same information as currently in the system for the RSR.
- III. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3) - Contract Management and Fiscal. (Fiscal and Contract Management Updates).
- a. Fiscal Module Alerts
 - i. Alert to project officer when agency submits an invoice. **[e2Fulton_q50]**
 - 1. Alerts may be provided via either secure messaging or email.
 - 2. Alert will state that the Project Officer should access e2Fulton to view a newly submitted invoice.
 - 3. Details to be determined in specification documents, including wording and layout.
 - b. Fiscal Reports
 - i. In the Expenditure Report, ability to select EHE contracts and run the report for EHE. **[e2Fulton_w30]** In the Subcategory Expenditure Report, ability to select one or more available contracts. **[e2Fulton_w31]**
 - 1. Layout of the report to be determined in specification documents.
 - ii. In the Fiscal Reports, addition of a column that shows a specific month's priority category amount instead of the full Year To Date (YTD). **[e2Fulton_w46]**
 - 1. Needed workflow: Provider users can see how much they spend from each category each month without manual calculation.
 - 2. Details to be determined in specification documents.
 - c. Contract Management Updates
 - i. Addition of a new text field in contract data entry labeled Delivery Order Number.
 - 1. Each Month will have its own Delivery Order Number. **[e2Fulton_w100, e2Fulton_w123]**
 - ii. Ability to copy service contracts over for a new grant year, copying subservices for agencies.
 - 1. Ability to do post-copy modifications. **[e2Fulton_w101, e2Fulton_q150]**
 - 2. Layout to be determined in specification documents.
 - 3. Roles and Permissions will be updated to set access to ability to copy service contracts.

- d. Invoicing
 - i. Update to invoice summary that displays line items following the reference model on the fiscal submit tab. HOPWA is not included. **[e2Fulton_w120]**
- e. ECM - HRSA Expenditure Report. Breakdown of expenditures by (Formula, Supplemental, Carryover, etc.) overall and by respective funding line. **[e2Fulton_w37]**
 - i. Update to Existing Expenditures Report to include the amount breakdowns.

IV. New System Enhancements for 2023 and 2024 (Phases 1, 2 and 3). Non-Fiscal.

- 1. Client Satisfaction Survey
 - a. Inclusion of patients from the following clinics to the Client Satisfaction Survey (CSS) Module: **[e2Fulton_w41]**
 - i. HOPE Atlanta
 - ii. NAESM Men's (Carl Bean)
 - iii. Atlanta Harm
 - iv. Heather Ivy
 - v. To Our Shores
 - vi. Others as needed.
- 2. Import Module Updates
 - a. **Additional Import Module Support for CSV Files [e2Fulton_w43]**
 - i. Ability to accept or reject all clients that do not already exist in e2Fulton. An "Accept all/Reject All" option will be added to the Intake – New Enrollments screen.
 - ii. Addition of a post import summary screen which includes the number of imported records and an extract option.
 - 1. Layout of screen and one format of extract option to be determined in specification documents. Addition or removal of non-calculated fields (fields that do not need calculation to be displayed) can be done upon request from Fulton County after production.
 - b. Client – Level Data – Imports **[e2Fulton_q149]**
 - i. New capability for the e2Fulton Import Module to allow specific users to delete patient services. This capability can be added or removed without affecting general import access.
 - 1. User Roles and Permissions to be updated to allow Fulton County to determine who has access to deletion capability.
 - 2. Capability will be implemented through An adjustment to the existing Import Module, allowing users to flag certain services as services to be deleted instead of added.
- 3. Quality Management Updates
 - a. HAB Performance Measures Report Updates
 - i. Addition of Pre-Art Reason and Allergies to medication grid and a Measure.

1. Measure specifications to be determined in specification documents. **[e2Fulton_w44]**
 2. Fulton County can request an adjustment to the definition one time after launch.
 - ii. Adding a third column to the existing Numerator and Denominator columns for each measure. The third column, Gap, will show clients that are in the denominator but not the numerator.
 1. Client Drilldowns will be available for the Gap column.
 - a. Ability to export clients to PDF or Excel. **[e2Fulton_w338]**
 2. Layout to be determined in specification documents.
 - iii. Addition of a Performance Measure that gauges **[e2Fulton_w39]:**
 1. Positive Hep C
 2. Hep B Vaccinations
 3. New Measures will have the same export and drilldown capabilities as existing e2Fulton HAB Measures.
 4. Definitions will be determined in specification documents.
- b. Visual Analytics Report
- i. Update existing age range filter to allow users to input age on a user specified date with <, >, <=, >=, = as qualifiers.. **[e2Fulton_q119]**
 1. Layout to be determined in specification documents.
 - ii. Adding result for joint MSM & IDU in HIV Risk Factors to pre-existing options. **[e2Fulton_q144]**
 - iii. Addition of HIV Diagnosis Date as a Filter. **[e2Fulton_q198]**
- c. Data Quality Report **[e2Fulton]**
- i. Addition of a new report for de-duplicated service count with client drilldowns. Client drilldowns are a list of clients that meet criteria and contain hyperlinks to the client profile, allowing the user to easily access each profile.
 1. Ability to export Client Drilldowns to excel and PDF.
 2. Ability to export Report to excel and PDF.
 - ii. Addition of Report to the Roles and Permissions specification document.
 1. Document will determine which user roles in e2Fulton can view the report.
 - iii. Data Quality Metrics with drilldowns for the following categories:
 1. Labs
 2. Immunizations
 3. Medications
 4. Pregnancy
 5. Missing Consent with Agency ID
 - iv. Layout and filters to be determined in specification documents.

- d. Eligibility Gap Report (Missing Consent Report) **[e2Fulton_q105]**
 - i. Addition of a new report to display clients that are missing their supporting documentation considered by the Eligibility Module (e.g. proof of HIV status, proof of residency, etc.).
 - 1. Displayed supporting documentation will be based on the Eligibility Module algorithm's requirements and will be updated if there is an update to the Eligibility Module.
 - ii. Addition of Report to the Roles and Permissions specification document.
 - 1. Document will determine which user roles in e2Fulton can view the report.
 - iii. Each displayed record will contain a hyperlink to the client profile.
 - iv. Layout and filters to be determined in specification documents.
4. Data Admin Module **[e2Fulton_w38]**
- a. The Data Admin Module provides a set of screens that allows Fulton County Super Administrators to edit the "Data Lists" of options available in some data fields of the system:
 - i. Labs
 - ii. Service Categories
 - iii. Subservices
 - iv. Priority Categories
 - v. Immunizations
 - vi. Medications
 - b. The Data Admin modules also provides super-administrators the ability to configure how each option in system "Data Lists" behave with the following components and reports (Where Applicable):
 - i. Contract Management
 - ii. Report Filtering
 - iii. Procurement and Fiscal Modules
 - iv. Client-Level Data Entry Screens
 - v. RSR Report
 - vi. HAB Performance Measure Report
 - vii. Visual Analytics
 - c. Ability to edit Data Import Mappings.
 - i. Details to be determined in specification documents.
 - ii. Roles and Permissions will be updated to specify user access to edit Data Import Mappings.
 - d. Roles and Permissions will be updated to specify user access to view Data Admin Module.
5. Productivity Report
- a. Staff Usage and Activity Report **[e2Fulton_q84]**
 - b. Addition of Report to the Roles and Permissions specification document.
 - i. Document will determine which user roles in e2Fulton can view the report.

- c. List of measurable categories to be determined in specification documents.
 - d. Layout and filters to be determined in specification documents.
6. RSR
- a. Inclusion of the Agency ID in the Export to PDF and Export to Excel data downloaded from the Errors, Warnings, and Alerts by Category section of the RSR Summary. **[e2Fulton_w109]**
7. Service Delivery Module Update
- a. Addition of a Staff Selection Field during Service Entry. Staff Selection options will be auto-generated from e2Fulton users based on specifications to be determined. A specific provider will be tied to the service based on the associated provider. **[e2Fulton_w11]**
8. Client-Level Data - System Administration Update
- a. Ability for super administrator to add/edit/view Agency Locations for sub-recipients. **[e2Fulton_w14]**
9. All Reports Update
- a. Ability to filter Reports by Service Location. **[e2Fulton_w6]**
 - i. Ability for users to filter certain reports based on the “Provider Location” data field entered by users during Service-Entry.
 - ii. This is a modification to the existing “Clients Served Filtering” Widget that some Reports can use to filter by either “Clients Served” or “Services Provided” By the selected location(s):
 - 1. e2 Visual Analytics (For Clients Served by filtered Location(s))
 - 2. HAB Performance Measures (For Clients Served by filtered Location(s))
 - 3. Client Services Count (For Services Provided by filtered Location(s))
 - 4. Eligibility Status (For Clients Served by filtered Location(s))
10. Referral Extract Update **[e2Fulton_w135]**
- a. Addition of a calculated column to the existing e2Fulton CSV and ACCESS modules to include a Completion Date for each different referral status. (Example: Date Created, Date Approved, Date Completed)
11. Document Tracker Updates **[e2Fulton_w136]**
- a. Addition of data collection element(s) to the existing e2Fulton Document Tracker Module:
 - i. A new “Date Obtained” Field will be added for users to enter the date that each client document was obtained.
 - b. Additional details about data-entry requirements and visual layouts will be determined during specifications.
 - c. The additional field(s) will be added to the existing e2Fulton Data Extract.
 - d. The additional field(s) will not have an impact on the existing e2Fulton eligibility calculation algorithm.

V. Part C Capacity Development Grant Project Components. Project Start-up and Development of Detailed Specifications.

1. Project Planning and Technical Specifications

a. Project Planning

- i. Stakeholder Engagement Meetings (Virtual, recurring)
 - ii. Develop project plan- Please note: Any delay in the completion date for any scheduled task will result in a corresponding delay for subsequent tasks in the timeline, due dependencies as identified in the schedule above.
- b. RDE will assist Fulton DHE to develop detailed technical specifications to meet requirements listed in this scope of work.
 - c. Finalize data dictionaries and cross walks that list all the fields Fulton DHE would like to track. RDE will provide a pre-existing data dictionary that Fulton DHE can review, add missing information and finalize the documents.
 - d. If not otherwise stated in detailed specifications, approved features of Fulton e2Linkage will follow the National Resource Guide reference model.
 - e. Fulton DHE will review and finalize Level 1 fields that require encryption through LKMv2.2. RDE will provide a suggested list.
 - f. Specifications will be final with Fulton DHE Signed Concurrence, as per deliverables/project plan schedule. Changes to specifications after Fulton DHE Signed Concurrence will require Fulton DHE approval, as changes to specifications may impact project timeline.

2. e2Linkage Client-Facing Resource & Information Locating Tool - Preliminary Release

a. **Visitor Screen [Fulton_C_1]**

- i. The homepage will display all of the resource guide's locations
 1. Google maps is used and has an interactive map with markers for each location.
 - a. Clicking on a location's marker will bring up a pop-up window with additional information.
 2. Each location is also displayed in a "card" format inside the sidebar.
 - a. Required Fields
 - 1) Provider Name
 - 2) Address
 - a. Optional Fields
 - 1) Hours of Operation
 - 2) Description
 - 3) Contact Email Address

- 4) Phone Number
- 5) Fax Number
- 6) Website URL
- 3. Each location has a button to display more Information
 - a. All the location's fields
 - b. A list of services provided
 - c. A map with a marker zoomed in on the location.
- ii. When visiting the homepage on a mobile device.
 - 1. Location cards use the full width of the screen for easy reading.
 - 2. The main Google Map is hidden for a faster load time.
- iii. Visitors can search for locations by typing in what they are looking for.
 - 1. Matches are based on the provider's name, address of locations and services provided.
 - 2. An area search will display all locations within a radius of the visitor's location.
 - a. The visitor can automatically provide a location from his device or enter a custom address to base the search on.
 - b. Add 1 mile radius option.
- iv. The home page will contain a link that visitors can use to begin registration to e2MyCare.
 - 1. Visitors must follow procedures outlined in the e2MyCare section to have an account created.

b. Administration [Fulton_C_2]

- i. Administration will be done through e2Fulton. Individuals with pre-existing access will not need new accounts.
- ii. Review of e2Fulton Roles and Permissions to create any new roles needed for administration of e2Linkage.
- iii. Review of e2Fulton Roles and Permissions to add the following permissions to existing roles:
 - 1. Access to e2Linkage Reports
 - 2. Access to View and Edit Resource Guide Data
 - 3. Access to View and Edit Resource Guide Settings
- iv. Admins with user management permissions will be able to:
 - 1. Create or Delete Accounts
 - 2. Assign or modify permissions
- v. Resource guide Settings can be modified by administrators.
 - 1. The Site Title and Banner image displayed at the top of the visitor screen.
 - 2. The welcome message shown to first-time users.
 - 3. The Color scheme of the home page
 - 4. Enable or disable advanced search features.
 - a. Area search
 - b. Filter by Providers
 - c. Filter by Service
- vi. A table layout is used to quickly navigate through and add new locations, services, and providers.

1. Locations can have their address geo-coded at the press of a button.
 - a. A small map is displayed to ensure data quality.
2. Services are added to a location by picking from an existing list or created on-the-fly.
3. Locations are associated with a provider in order to facilitate search and resource management.
4. The administrative interface to manage resources is divided into 3 tabs.
 - a. Services
 - b. Providers
 - c. Locations

c. Client-Facing Health Data Portal (e2MyCare), e2Linkage Extended Functionality, and e2Fulton Updates

- i. e2MyCare Platform & Login Screen [Fulton_C_3]
 1. e2MyCare is accessible via any up-to-date web browser on PC, such as Chrome, Safari, FireFox, or Microsoft Edge, as well as Android and iOS mobile web browsers.
 2. Clients will require an account to access their e2MyCare account.
 - a. This account will be provided to them through e2Fulton.
 - b. For an account to be created for a client, the client must have a client record in e2Fulton with an e2ID.
 3. Clients will have the ability to select their preferred language from one of the following options:
 - a. English (Default)
 - b. Spanish (Spanish translation to be provided by Fulton Co.)
- ii. e2MyCare Calendar / Adherence Module: Basic Implementation [Fulton_C_4]
 1. Calendar View
 - a. Monthly view



- b. Color-coded day markers indicate when an event (medicine or appointment) is scheduled.
 - 1) Type of event.
 - 2) Whether past event was adhered to or not.
- c. Selecting a day will show each event notification in a list.

2. Client can confirm whether or not event (medicine or appointment) is adhered to by selecting from list of events.
 3. Other information can be entered by the client when selecting a record, such as why an event was skipped or medication side-effects.
 4. SMS text messages can be sent to clients for scheduled appointments and medication doses.
- iii. E2Fulton Management Module for e2MyCare: Basic Implementation [Fulton_C_5]
1. e2Fulton staff with client access can grant client access to e2MyCare via two methods:
 - a. “e2MyCare Patient Portal” tab in client record.
 - b. Client record as listed in e2Fulton Management Module for e2MyCare.
 2. Requirements for client activation:
 - a. E2Fulton user has access to client.
 - b. Client has phone number or e-mail address recorded to client record.
- iv. e2MyCare Recertification Portal: Basic Functionality [Fulton_C_6]
1. Basic functionality includes interfaces to upload documents to a remote server by selecting a file or taking a picture from their mobile device and adding a short description, as well as to review and edit past uploads by the client.
 2. Past entries will be searchable.
 3. Applicable document types matches that of uploadable client documents in e2Fulton.
- v. e2MyCare Client & e2Fulton Staff Secure Messaging Modules [Fulton_C_7]
1. Both clients and administrative users will be able to communicate in real-time.
 2. A new conversation can be initiated by either the client or a counselor. A conversation will end once it is closed by either party.
 3. Clients will receive a notification when they receive a new message.
 4. A client will be able to see their full conversation history.
 5. Messages are 2-way encrypted and HIPAA compliant.
 6. When the conversation is initiated by the case manager, the client will receive a text message directing them to the secure messaging feature in the e2MyCare App. Details to be determined during the development of detailed specifications.
- vi. e2Fulton Management Module for e2MyCare: Advanced Functionality [Fulton_C_8]
1. New features for administrative users in e2Fulton:
 - a. Ability to send the following to e2MyCare clients:
 - 1) Medication reminders

- 2) Appointment reminders
 - 3) Prescription refill notifications
 - 4) Referrals for services
 - 5) Etc.
 - b. Ability to view the following e2MyCare client self-reported data points:
 - 1) Medication adherence
 - 2) Appointment attendance
 - 3) Medication side-effects
 - c. Full access to secure messenger and video chats.
 - d. Capability to customize SMS text messages sent to client.
 - 2. Permission sets for these features will be made available in e2Fulton to allow for manual configuration of e2Fulton users in the User Manager Module.
 - 3. New e2Fulton user roles will be created for Care Team roles.
 - 4. Appointments through e2MyCare that are marked as adhered to will appear as primary care visits in e2Fulton.
- vii. Client Satisfaction Surveys [Fulton_C_9]
- 1. Integration of service-specific Client Satisfaction questions into e2MyCare Patient Portal workflow.
 - 2. Add alerts to e2Fulton service entry as a reminder for Providers/Case Managers to inform Consumers to complete client satisfaction survey that would be emailed to them.
 - 3. Add alert/validation warning to e2Fulton service entry screen to update consumer/client email/phone number if its missing from e2Fulton.
 - 4. Automated e-mail / SMS alerts to client's e-mail address / phone number when service data entry is posted in e2Fulton.
 - 5. Bundling of service alerts to avoid multiple e-mails / SMS sent to client (if multiple services are provided on the same day).
 - 6. Make CSS Data Extract available in e2Fulton.
 - 7. Details relating to the surveys to be determined during the development of detailed specifications.
- viii. e2Fulton Reporting Filter for e2MyCare-Enabled Sub-Population [Fulton_C_10]
- 1. Add a filter to the following e2Fulton reports & modules to allow population filtering for only clients who have an account in e2MyCare:
 - a. e2Visual HAB Measures Report
 - b. e2Visual Analytics
 - c. e2 Care Continuum Dashboard
- ix. e2Linkage: Advanced Functionality [Fulton_C_11]
- 1. In-Care / Out-of-Care Identification
 - a. All user input sent to Fulton DHE & sub-recipients will include whether or not the client/consumer who entered the data is a known e2MyCare user or not.

- 1) Clients logged in to e2MyCare will be able to access e2Linkage via in-application link.
 - 2) Opening e2Linkage via this link will track client usage of e2Linkage via an encrypted URL code.
2. E2Fulton Linkage to Care Report
 - a. Summarizes all incoming requestions for information, services, an e2MyCare enrollment.
 - b. Indicates whether or not a client already has a client record in e2Fulton, has a client record but has fallen out of care, or has not yet linked to or engaged in care.
 - 1) Determination requires that client has an e2MyCare account.
 - 2) Clients without an account will be determined as not linked to care.
 - c. e2Fulton client access rules determine Linkage to Care Report client accessibility.
 3. Client Information Repository (Resource Guide)
 - a. An interface in e2Linkage which allows clients to access and download information made available by Fulton DHE and sub-recipients.
 - b. Also allows for access to external links.
- x. e2MyCare Gamification & Client Goal Setting [Fulton_C_12]
1. Clients will be able to set goals for adherence, viral load suppression, and other trends over time.
 2. Clients will be able to set whether or not to receive goal reminders through SMS or e-mail.
 3. Clients will receive reaffirming messages in the e2MyCare UI regarding their goal progress.
 4. Clients can receive virtual prizes to provide positive re-enforcement when they complete their goals.
- xi. e2MyCare Recertification Portal: Advanced Functionality [Fulton_C_13]
1. e2Fulton Data Integration
 - a. Files uploaded by clients to the e2MyCare Recertification Portal will be made available to e2Fulton users.
 - b. E2Fulton client accessibility and data sharing rules will determine which e2Fulton users can see uploaded documents.
 - c. Approved uploads will satisfy e2Fulton document requirements as needed.
 2. Status Review Module
 - a. e2Fulton Staff
 - 1) Will be able to review and approve / deny uploads by clients.
 - 2) Will be able to request documents by creating documentation records, or request that client re-upload a rejected document.

- 3) Linkage to the secure messaging module to add messages to requests.
 - b. e2MyCare
 - 1) Clients will be able to begin the document submission process on their end by creating a new record with upload.
 - 2) Validations, prompts, and SMS reminders will guide clients through the application process.
 - 3) Capability to view a checklist of information and documentation needed to complete the process.
 - 4) Linkage to the secure messaging module to add messages to requests.
- xii. Messaging & Security Report [Fulton_C_14]
 1. Provides each medical case managers with an overview of the status of their client accounts.
 2. Lists all open secure messaging conversations and identifies clients with unread messages.
 3. Enables case managers to unlock e2MyCare accounts have been locked for security reasons.
- xiii. SMS Text Messages: Advanced Functionality [Fulton_C_15]
 1. Ability for clients to respond to SMS text messages and for e2MyCare to process those responses.
 2. Additional SMS test message reminders for referrals, goals, and recertification.
 3. A SMS Settings Module will be made available to e2MyCare client users to configure what kind of SMS they receive, change their contact information, etc.
- xiv. Video Chat [Fulton_C_16]
 1. Ability for authorized users to schedule video chat calls with clients they have access to.
 2. Creation will be done through the Appointments module, which will add all created zoom calls to the client's adherence calendar.
 3. Link to video conference can be stored as a text field, allowing for any platform to be used.
 4. Direct Zoom API integration will allow users to leverage their Zoom accounts to create, edit, and manage Zoom calls from e2Fulton directly.

VI. Software as a Service License Fee for all Phases and Items

The e2Fulton Software as a Service (SaaS) license includes all licensing, hosting, maintenance and technical assistance necessary for Fulton County and its subrecipients to utilize e2Fulton during the contract term. The SaaS license fee for e2Fulton is a fixed fee, charged on an annual basis. The following is a list of items included in the annual SaaS license fee with brief descriptions of the included items.

1. List of items included in the SaaS License Fee
 - i. Licensing
 - ii. Hosting
 - iii. Maintenance
 - iv. Security monitoring, scanning and logging
 - v. Performance monitoring and logging
 - vi. Application exception reporting
 - vii. Stability monitoring

2. Licensing. Licensing covers the use of e2Fulton by Fulton County and its subrecipients for the purposes described in the contract. The number of individual users is not limited, and RDE does not charge an additional license fee for an increase in the number of locations or users.

3. Hosting. e2Fulton is hosted on Amazon Web Services GovCloud, a FedRAMP-certified cloud service provider. There will be two instances of e2Fulton hosted on two AWS GovCloud environments: the live site which contains client data, on the production environment, the staging site on the staging environment. The cost of FedRAMP-certified AWS GovCloud hosting for both instances is included in the SaaS license fee for e2Fulton. Additional information about AWS GovCloud and the other advanced security features of e2HDC can be provided upon request. In addition to the live site and staging site, there will be a demo/training site, which will be hosted on RDE's internal network.

4. Maintenance. RDE is responsible for the maintenance and support of the AWS GovCloud servers used for e2Fulton, as well as maintenance of the e2Fulton database and e2Fulton software. The cost of all maintenance is included in the SaaS license fee for e2Fulton regardless of the time spent or number of activities performed. Maintenance and support performed by RDE includes the following:
 1. Monitor and maintain MS Windows Server Backups. All systems are backed up onto a secure offsite backup system and copies are stored locally on a NAS for redundancy. Backups are encrypted using 256-bit AES encryption. VSS (volume shadow copies) are checked for data integrity.
 2. Monitor and maintain Database Backups.
 3. Review, approve and install WSUS (Windows operating system) updates.
 4. Reboot / Refresh network services and equipment.
 5. Review, approve and install Java Updates and application server Updates across all application Web Servers.

6. Check log shipping status on database servers.
7. Review, approve and install Cisco ASA updates.
8. Check and update load balancer/DNS device, which must be updated to properly point to RDE AWS servers.
9. Review, approve and install other software updates across all Servers.
10. Configure and maintain automated server monitoring uptime and downtime alerts.
11. Configure and maintain secure administrative controls.
12. Configuring and performing regular anti-malware/anti-virus scans and protection on all servers.
13. Configure and maintain network firewall.
14. Monitoring system performance and resource usage on all servers and performing updates accordingly.
15. Check, monitor, and ensure that all of our TLS certifications are valid, up to date, and are encrypted to the highest standard accepted by HIPAA.

More information on monitoring and scanning is provided in Security Monitoring, Scanning and Logging, below.

5. Maintenance of the e2Fulton software includes software updates and security updates and patches. These updates, which in some years are very extensive, are included in the SaaS license fee, and are performed by RDE at no additional cost to Fulton County. The review and approval of updates is an exacting process which requires the evaluation of all updates issued, in order to ensure no incompatibilities or other system issues (such as slowness) will be introduced. After a thorough initial review, updates are installed on the staging environment, which mirrors the production environment, and are carefully tested, before being finally installed on the live e2Fulton site.
6. Maintenance of the e2Fulton software also includes upgrading the system to meet new HRSA federal reporting requirements based on annual changes to the Ryan White HIV/AIDS Program Services Report (RSR).
7. The following system changes, if requested in response to the changing needs of Fulton Co., are also included in maintenance of the software, and will be performed at no additional cost to Fulton Co.:
 - a. Subject to the limitations in paragraphs b-e, changes to the following fields in the client profile will be considered maintenance.
 - i. Client Intake Information
 - ii. Emergency Contact Information
 - iii. Client Contact Information
 - iv. Demographics
 - v. HIV Status
 - vi. Housing Status
 - vii. Labs
 - viii. Immunizations
 - ix. Medications

- x. Primary Care
- xi. Primary Care Visits
- xii. Pregnancy

b. Adding Fields

- i. The addition of calculated fields or fields requiring skip logic is not considered maintenance. Calculated fields take data from one or more fields and perform a calculation, such as combining, transforming, aggregating, or filtering.
- ii. The addition of fields that are used for calculations required for calculated fields, such as combining, transforming, aggregating, or filtering, is not considered maintenance.

c. Editing Fields

- i. Edits to calculated fields and edits requiring or affecting skip logic are not considered maintenance.
- ii. Edits to fields that are used for calculations required for calculated fields, such as combining, transforming, aggregating, or filtering, are not considered maintenance.

d. Removing Fields

- i. Removal of fields that are used for calculations required for calculated fields, such as combining, transforming, aggregating, or filtering, is not considered maintenance.
- ii. Removal of fields is not considered maintenance if skip logic will be affected.

e. Adding, Editing, or Removing of Options in Client Profile

- i. Adding, editing, or removal of options in the Client Profile is not considered maintenance if calculations used in calculated fields will be affected.

8. Security Monitoring, Scanning and Logging. RDE provides regular and systematic monitoring of the e2Fulton infrastructure and application. System monitoring is designed to track and measure system performance against baseline measures, as well as monitor and log system usage, and detect and report suspicious activity. A high-level list of System monitoring activities includes the following:

- a. Host HTTP/HTTPS web checks: monitors reachability of the website.
- b. User IP address monitoring: logs IP addresses for each user visit to e2Fulton.
- c. System Services: Checks to ensure critical services such as IIS, ColdFusion, SQL Agents, etc. are running.
- d. CloudWatch Remote Login Monitoring: logs users who access the servers, reports suspicious activity.
- e. In addition, RDE performs application level vulnerability scans of e2Fulton, semi-annually at the least, and also prior to major feature launches. Antivirus scans are performed continuously in real-time, using threat-monitoring software.

- f. Finally, e2Fulton logs all user activity, including when users view records, edit data, or create new records. These audit records are kept forever without expiration, and are available if required for forensic investigation.
9. Performance Monitoring and Logging. RDE provides regular and systematic monitoring of the e2Fulton infrastructure and application performance. System performance monitoring is designed to track and measure system performance against baseline measures, as well as monitor and log system usage. A high-level list of System performance monitoring and logging activities includes the following:
 - a. Monthly Web Performance: monitors individual webpages for (MaxTime, MinTime, AVG, TotalRequests, etc.)
 - b. Physical System Performance Monitoring Metrics:
 - i. CPU Utilization
 - ii. Disk Reads/Writes
 - iii. Disk Space
 - iv. Memory Consumption
 - v. Network Packets I/O
 - vi. Instance Status Checks: Checks health of the system overall for hardware failures.
10. Application Exception Monitoring and Reporting. Application monitoring is designed to detect and record application exceptions such as errors and alerts from the system. A high-level list of application monitoring activities includes the following:
 - a. Application Exceptions: errors, warnings and alerts from e2HDC.
 - b. System Statistics: monitors aggregate data volume and user activity statistics in e2HDC.
11. System Stability Monitoring. RDE monitors the stability of the system on an ongoing basis. The site is up and available 24/7, except during brief periods of planned maintenance, during hours of low system usage. Even during periods of frequent, major launches, system downtime will be limited to brief periods, usually no more than 15-30 minutes or less, in order to maximize uptime and availability.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0699

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 3,049 square feet to Fulton County, a political subdivision of the State of Georgia, from Fairfield Springs, LLC., for the purpose of constructing the North Springs Revision Project at 7300 Roswell Road, Sandy Springs, Georgia 30328.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed North Springs Revision Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 3,049 square feet and located in Land Lot 32 of the 17th District of Fulton County, Georgia.

Agenda Item No.: 23-0699

Meeting Date: 10/18/2023

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a multifamily development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

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Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : North Springs
Tax Parcel Identification No.: 17-032-LL-052-8
Land Disturbance Permit No.: 21-078WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 22nd day of June, 2023, between FAIRFIELD SPRINGS, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 32 of the 17th District, Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

North Springs
Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 13
day of July, 2023
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

GRANTOR: FAIRFIELD SPRINGS, LLC
CORPORATE NAME

By: See Attached Signature Page

Print Name: Bryan Condie

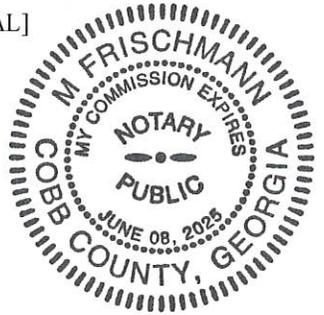
Title: Vice President

By: [Signature]

Print Name: BRYAN Condie

Title: Vice Pres. dnt

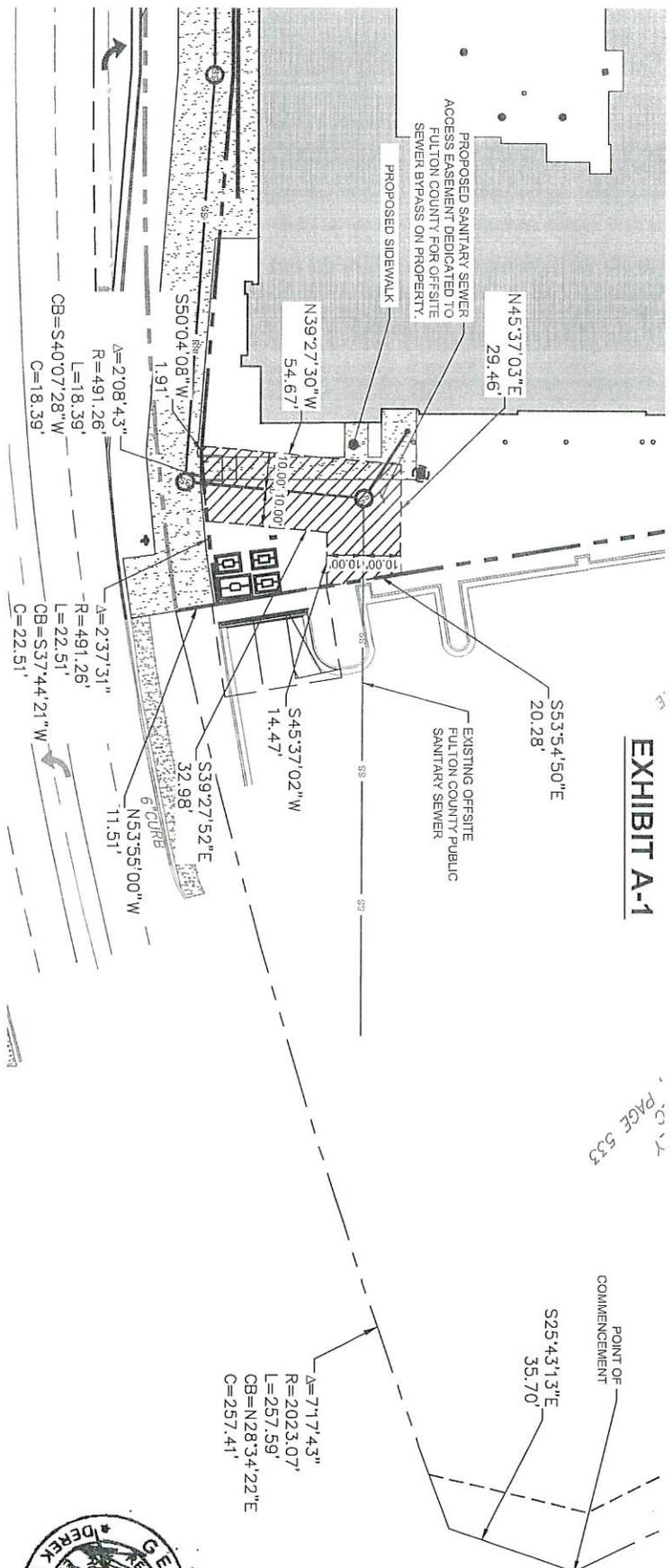
[NOTARIAL SEAL]



[CORPORATE SEAL]

EXHIBIT A-1

PAGE 553



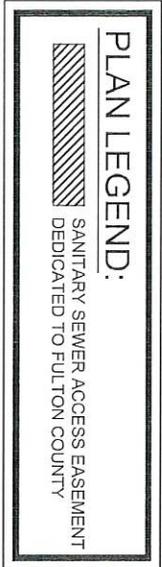
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 32 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT AT THE NORTHERLY MOST MITERED INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DALRYMPLE ROAD (60' R/W) AND THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD A.K.A. STATE ROUTE 9 (80' R/W); THENCE RUNNING ALONG THE MITER SOUTH 25° 43' 13" EAST A DISTANCE OF 35.70 FEET TO A POINT; THENCE RUNNING ALONG SAID RIGHT OF WAY OF ROSWELL ROAD ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 258.43 FEET, (SAID CURVE HAVING A RADIUS OF 838.96 FEET, WITH A CHORD BEARING OF SOUTH 28° 34' 22" WEST, AND A CHORD LENGTH OF 257.41 FEET) TO A 1/2" REBAR WITH CAP; THENCE NORTH 53°55'00" WEST FOR A DISTANCE OF 11.51 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 491.26 FEET, AN ARC LENGTH OF 22.51 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°44'21" WEST TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 491.26 FEET, AN ARC LENGTH OF 18.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°07'28" WEST FOR A CHORD DISTANCE OF 18.39 FEET TO A POINT; THENCE SOUTH 50°04'08" WEST FOR A DISTANCE OF 1.91 FEET TO A POINT; THENCE NORTH 39°27'30" WEST FOR A DISTANCE OF 54.67 FEET TO A POINT; THENCE NORTH 45°37'03" EAST FOR A DISTANCE OF 29.46 FEET TO A POINT; THENCE SOUTH 53°54'50" EAST FOR A DISTANCE OF 20.28 FEET TO A POINT; THENCE SOUTH 45°37'02" WEST FOR A DISTANCE OF 14.47 FEET TO A POINT; THENCE SOUTH 39°27'52" EAST FOR A DISTANCE OF 32.98 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.03 ACRES MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 17-0032-LL-052-8
OWNER: FAIRFIELD SPRINGS, LLC

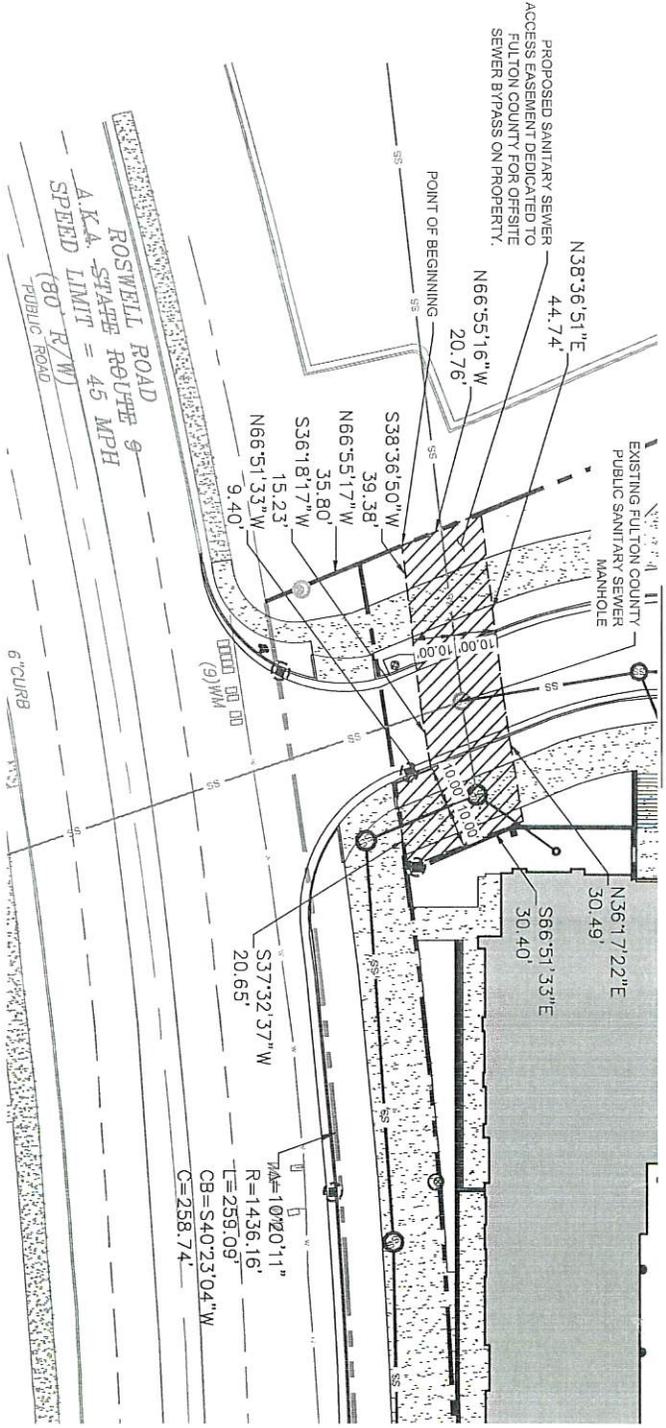


NORTH SPRINGS
FULTON COUNTY SANITARY SEWER EASEMENT DEDICATION

June 22, 2023



EXHIBIT A-2



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 32 OF THE 17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT AT THE NORTHERLY MOST MITERED INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DALRYMPLE ROAD (60' RW) AND THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD A.K.A. STATE ROUTE 9 (80' RW); THENCE RUNNING ALONG THE MITER SOUTH 25° 43' 13" EAST A DISTANCE OF 35.70 FEET TO A POINT; THENCE RUNNING ALONG SAID RIGHT OF WAY OF ROSWELL ROAD ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 258.43 FEET, (SAID CURVE HAVING A RADIUS OF 838.96 FEET, WITH A CHORD BEARING OF SOUTH 28° 34' 22" WEST, AND A CHORD LENGTH OF 257.41 FEET) TO A 1/2" REBAR WITH CAP, THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 812.02 FEET, AN ARC LENGTH OF 119.96 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85° 43' 23" WEST FOR A CHORD DISTANCE OF 119.88 FEET TO A POINT; THENCE DUE WEST FOR A DISTANCE OF 362.15 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1436.16 FEET, AN ARC LENGTH OF 259.09 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85° 01' 14" WEST FOR A CHORD DISTANCE OF 258.74 FEET TO A POINT; THENCE NORTH 22° 17' 08" WEST FOR A DISTANCE OF 35.80 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 66° 55' 16" WEST FOR A DISTANCE OF 20.76 FEET TO A POINT; THENCE NORTH 38° 36' 51" EAST FOR A DISTANCE OF 44.74 FEET TO A POINT; THENCE NORTH 36° 17' 22" EAST FOR A DISTANCE OF 30.49 FEET TO A POINT; THENCE SOUTH 66° 51' 33" EAST FOR A DISTANCE OF 30.40 FEET TO A POINT; THENCE SOUTH 37° 32' 37" WEST FOR A DISTANCE OF 20.65 FEET TO A POINT; THENCE NORTH 66° 51' 33" WEST FOR A DISTANCE OF 9.40 FEET TO A POINT; THENCE SOUTH 36° 18' 17" WEST FOR A DISTANCE OF 15.23 FEET TO A POINT; THENCE SOUTH 38° 36' 50" WEST FOR A DISTANCE OF 39.38 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.04 ACRES MORE OR LESS.

PARCEL IDENTIFICATION NUMBER: 17-0032-LL-052-8
 OWNER: FAIRFIELD SPRINGS, LLC

PLAN LEGEND:

SANITARY SEWER ACCESS EASEMENT DEDICATED TO FULTON COUNTY



NORTH SPRINGS
 FULTON COUNTY SANITARY SEWER EASEMENT DEDICATION

June 26, 2023

Scale bar showing 0, 15, 30, and 60 feet. A north arrow is also present.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0700

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Union City SR CGP, LLC for the purpose granting conditional approval to allow a monument sign, retaining wall, fire hydrant, curb and gutter, sewer manholes and proposed utilities within a portion of the County's existing sanitary sewer easement at 5385 Campbellton Fairburn Road, Union City, Georgia 30213.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B - Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the Director of Public Works."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Union City SR CGP, LLC, the owner of the real property located at 5385 Campbellton Fairburn Road, Union City, Georgia 30213 has requested the conditional approval of the Fulton County Board of Commissioners to allow a monument sign, retaining wall, fire hydrant, curb and gutter, sewer manholes and proposed utilities within the County's existing sewer easement onsite.

The Department of Public works has completed an onsite assessment of the encroachment area of approximately 1,160 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County' sewer easement area at 5385 Campbellton Fairburn Road, Union City, Georgia 30213.

Community Impact: The Indemnification Agreement allows Fulton County full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow a monument sign, retaining wall, fire hydrant, curb and gutter, sewer manholes and proposed utilities within a portion of the County's existing sanitary sewer easement area.

Department Recommendation: The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to the sanitary sewer service or access to the sanitary sewer line will result by allowing the requested encroachments within a portion of the County's sewer easement.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 64833, Page 403
Deed Book 62815, Page 343

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE
IMPROVEMENT**

THIS AGREEMENT, made this 11th day of AUGUST, 2023, between Union City SR CGP, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 5385 Cambellton Fairburn Rd., Union City, GA 30213 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 64833, Page 403 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Deed Book (circle one) 62815, Page 343 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. 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.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER: Union City SR CGP, LLC
RE Land Lot(s) 117, District 9F

Parcel Number: 09F300001170918

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

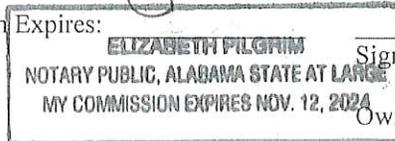
OWNER Union City SR CGP, LLC

Signed sealed and delivered in the presence of

[Signature]
Unofficial Witness

[Signature]
Signature (Authorized Party to Bind Owner Entity)

Elizabeth Pilgrim
Notary Public
My Commission Expires:



(Notary Seal)

(Notary Stamp)

Danielle E. Vance
Signatory's Name and Title (printed)

Owner's Address: 361 Summit Blvd.

Suite 110
Birmingham AL 35243

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

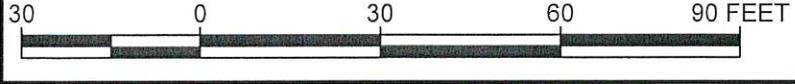
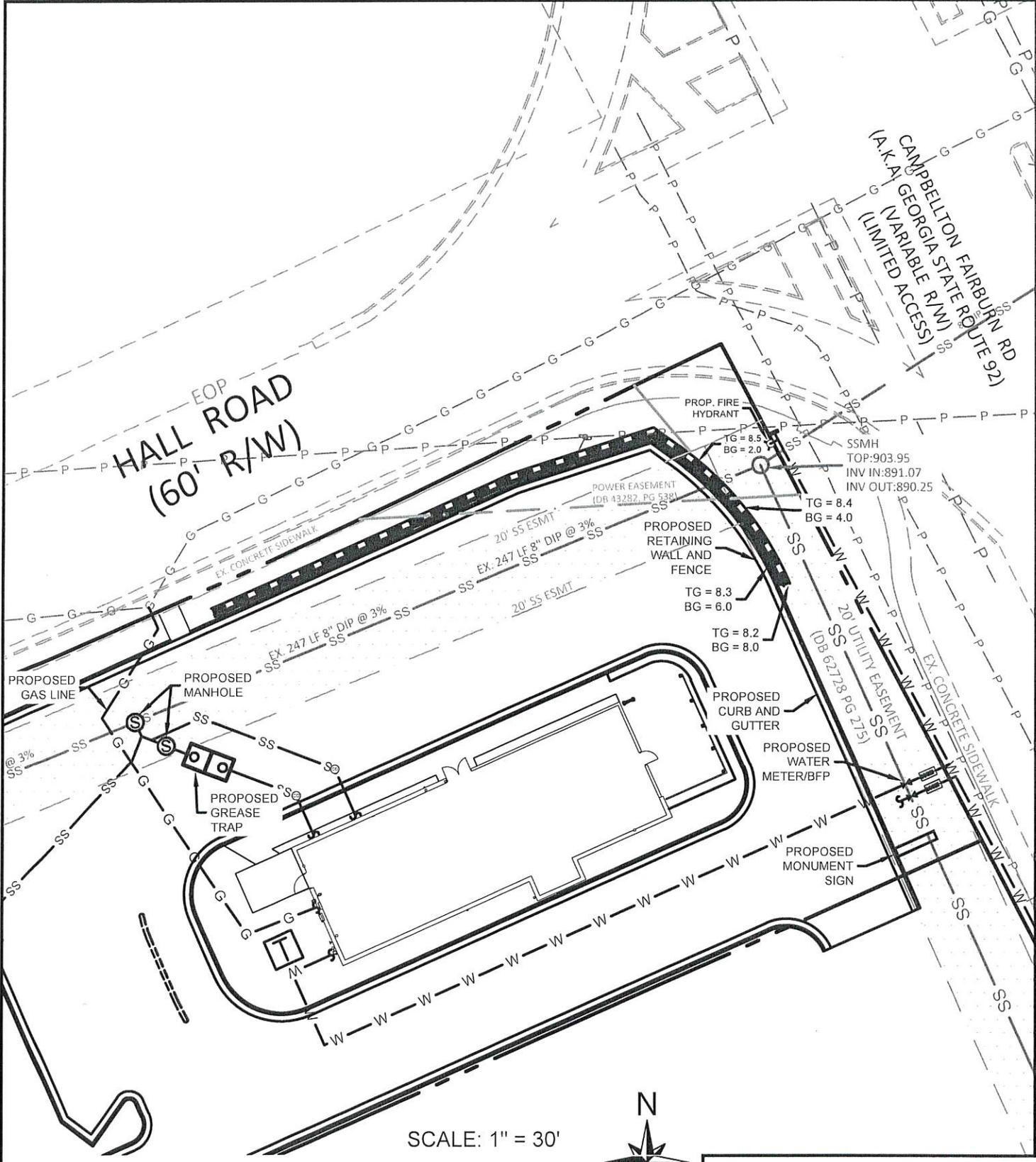
By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney



DATE	PROJECT #
08-21-23	21224

civilogistix

500 Sun Valley Drive, Ste H3, Roswell, GA 30076
 (404) 594-4403 - civilogistix.com

SHEET TITLE
EXHIBIT A - FULTON COUNTY SEWER ESMT. ENCROACHMENT

OWNER	PROJECT
CAPITAL GROWTH BUCHALTER	UNION CITY QSR
361 SUMMIT BLVD, SUITE 110	5385 CAMPBELLTON FAIRBURN RD
BIRMINGHAM, AL 35243	FAIRBURN, GA 30213

Monday, August 21, 2023, 01:02:41pm (Civil3D) Use:
 X:\Geographic\New\Term\New\Projects\2023\21224 - Union City QSR\1224_CDA - sewer encroachment 03-09-23.dwg [E:411 Exhibit (3)]
 User: J. Morgan (10/21/23) Job # 21224



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0701

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Water Vault Easement Dedication of 660 square feet to Fulton County, a political subdivision of the State of Georgia, from AIJ Milton, LLC, for the purpose of constructing the Chadwick Village Lot 1 Project at 13625 Arnold Mill Road, Milton, Georgia 30075.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Chadwick Village Lot 1 Project, a commercial development, requires the installation of a water vault. Fulton County development regulations require that all new water line connections acknowledge Fulton County's legal access to the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 660 square feet and is located Land Lots 872 and 929 of the 2nd District, 2nd Section of Fulton County, Georgia.

Agenda Item No.: 23-0701

Meeting Date: 10/18/2023

Community Impact: The community will benefit from the extension of the County's water system and the addition of a new commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a



EASEMENT DEDICATION INFORMATION SUMMARY

Fulton County Land Division
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
404-612-7870
404-730-7877 (fax)

FOR FULTON COUNTY USE ONLY

Project Name: _____ LDP Number: _____
Development Type: _____ Zoning/Special Use Number: _____
Easement Width (in Feet) _____
Easement Type (circle one) Sewer Water Vault Water Line
Approval Date & Initials _____

PETITIONER INFORMATION (** Please attach business card if available **)

Developer Name: _____ AIJ Milton, LLC
Name of Entity or Person Dedicating Property:
(if different than above) _____
Contact Person: _____ Aleem Ramji
Contact Company (if different than above): _____
Contact Phone Number: _____ 770-392-1662
Contact E-mail Address: _____ aramji@nextlevelpetroleum.com

SITE INFORMATION (TO BE COMPLETED BY PETITIONER)

District Number: 2 Section Number*: 2 Land Lot(s): 872 & 929
*(if applicable)
Tax Parcel Identification Number(s) of the **parcel(s) from**
which the easement is being dedicated (Please note if
property is a parent parcel to be subdivided): _____ 22 341009290547
If the **property to be developed** was purchased within past
three years, please provide the following information:
Sales price: _____ \$1,000,000
Sales date: _____ 9/19/2022
Total acreage _____ 1.986
Do you anticipate that ownership of the **parcel(s) from**
which the easement is being dedicated will change within
the next 60 days? (If yes, please provide date) _____ No

***** THESE DOCUMENTS MAY ONLY BE RECORDED BY A REPRESENTATIVE OF THE LAND DIVISION.
PLEASE DO NOT ATTEMPT TO RECORD THEM ON YOUR OWN. THANK YOU.*****

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Chadwick Village – Lot 1
Tax Parcel Identification No.: 22 341009290547
Land Disturbance Permit No.: WRN23-029
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 1st day of August, 2023, between AIJ Milton, LLC., a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 872 & 929 of the 2nd District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Chadwick Village – Lot 1

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances as shown on the map on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water vault, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 1st
day of August, 2023
in the presence of

Craig [Signature]
Witness

Faisal
Notary Public



[NOTARIAL SEAL]

GRANTOR: AIJ Milton, LLC
CORPORATE NAME

By: [Signature]

Print Name: Aleem Ramji

Title: Organizer/President

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

EXHIBIT A
 WATER VAULT EASEMENT
 SCALE: 1"=50'
 GRANTOR: AIJ MILTON, LLC
 PROJECT #WRN23-029



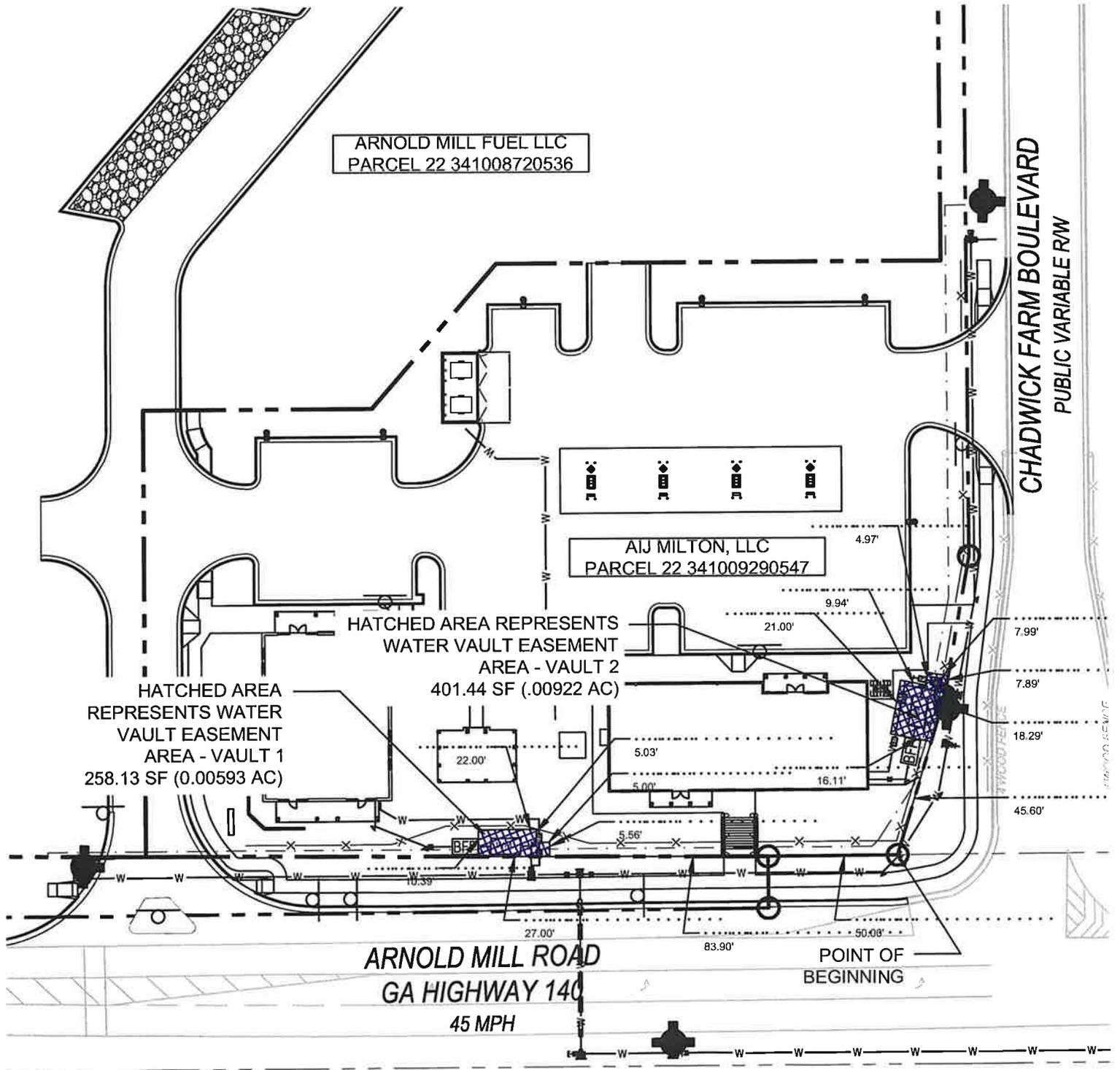
ARNOLD MILL FUEL LLC
 PARCEL 22 341008720536

AIJ MILTON, LLC
 PARCEL 22 341009290547

CHADWICK FARM BOULEVARD
 PUBLIC VARIABLE R/W

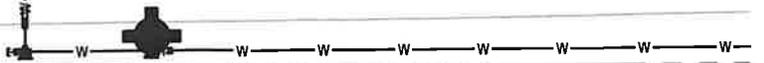
HATCHED AREA REPRESENTS
 WATER VAULT EASEMENT
 AREA - VAULT 2
 401.44 SF (.00922 AC)

HATCHED AREA
 REPRESENTS WATER
 VAULT EASEMENT
 AREA - VAULT 1
 258.13 SF (0.00593 AC)



ARNOLD MILL ROAD
 GA HIGHWAY 140
 45 MPH

POINT OF BEGINNING



**LEGAL DESCRIPTION OF PROPERTY
WATER VAULT EASEMENT FOR AIJ MILTON, LLC TRACT
VAULT 1**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 872 & 929 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF MILTON OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN FOUND (1/2" REBAR) AT THE INTERSECTION FORMED BY THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY LINE OF LAND LOT 929 (SAID LINE BEING COMMON TO LAND LOT 929 & 944) THENCE PROCEED ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) THE FOLLOWING COURSES AND DISTANCES:

1. 262.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5563.03 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 21°52'48" WEST, 262.75 FEET TO A POINT;
2. 149.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 9773.25 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 23°40'19" WEST, 149.63 FEET TO A POINT;
3. NORTH 25°27'00" WEST FOR A DISTANCE OF 137.50 FEET TO A POINT;
4. NORTH 69°21'37" EAST FOR A DISTANCE OF 23.55 FEET TO AN IRON PIN FOUND 1/2" REBAR;
5. NORTH 24°02'06" WEST FOR A DISTANCE OF 251.68 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY);
6. CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24°00'49" WEST FOR A DISTANCE OF 118.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE NORTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY); **THE POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** ON THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 23 DEGREES 20 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 83.90 FEET TO A POINT; THENCE NORTH 23 DEGREES 20 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 27.00 FEET TO A POINT; THENCE LEAVE SAID RIGHT-OF-WAY OF ARNOLD MILL ROAD AND PROCEED NORTH 66 DEGREES 14 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 10.39 FEET TO A POINT; THENCE PROCEED SOUTH 23 DEGREES 45 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 22.00 FEET TO A POINT; THENCE PROCEED SOUTH 66 DEGREES 14 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE PROCEED SOUTH 23 DEGREES 45 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THEN PROCEED SOUTH 66 DEGREES 14 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 5.56 FEET TO A POINT, SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF ARNOLD MILL ROAD; THENCE PROCEED ALONG THE NORTHEASTERLY RIGHT OF WAY ARNOLD MILL ROAD SOUTH 23 DEGREES 20 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 83.90 FEET TO A POINT; THENCE PROCEED SOUTH 24 DEGREES 00 MINUTES AND 44 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT, **THE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.00593 ACRE, OR 258.13 SQUARE FEET.

**LEGAL DESCRIPTION OF PROPERTY
WATER VAULT EASEMENT FOR AIJ MILTON, LLC TRACT
VAULT 2**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 872 & 929 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF MILTON OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN FOUND (1/2" REBAR) AT THE INTERSECTION FORMED BY THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY LINE OF LAND LOT 929 (SAID LINE BEING COMMON TO LAND LOT 929 & 944) THENCE PROCEED ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) THE FOLLOWING COURSES AND DISTANCES:

7. 262.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5563.03 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 21°52'48" WEST, 262.75 FEET TO A POINT;
8. 149.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 9773.25 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 23°40'19" WEST, 149.63 FEET TO A POINT;
9. NORTH 25°27'00" WEST FOR A DISTANCE OF 137.50 FEET TO A POINT;
10. NORTH 69°21'37" EAST FOR A DISTANCE OF 23.55 FEET TO AN IRON PIN FOUND 1/2" REBAR;
11. NORTH 24°02'06" WEST FOR A DISTANCE OF 251.68 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY);
12. CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24°00'49" WEST FOR A DISTANCE OF 118.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE NORTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY); **THE POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** ON THE NORTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD CONTINUE ALONG THE NORTHERLY RIGHT OF WAY CHADWICK FARM BOULEVARD NORTH 83 DEGREES 17 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 45.60 FEET TO A POINT; THENCE LEAVING SAID RIGH-OF-WAY AND PROCEEDING NORTH 12 DEGREES 45 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 16.11 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 14 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 21.00 FEET TO A POINT; THENCE PROCEED SOUTH 12 DEGREES 45 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 9.94 FEET TO A POINT; THENCE PROCEED NORTH 77 DEGREES 14 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 4.97 FEET TO A POINT; THENCE PROCEED SOUTH 13 DEGREES 31 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 7.99 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF CHADWICK FARM BOULEVARD; THENCE PROCEED ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHADWCK FARM BOULEVARD SOUTH 76 DEGREES 28 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 7.89 FEET TO A POINT; THEN PROCEED SOUTH 83 DEGREES 17 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 18.29 FEET TO A POINT; THENCE PROCEED SOUTH 83 DEGREES 17 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 45.60 FEET TO A POINT, **THE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.00922 ACRE, OR 401.44 SQUARE FEET.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0702

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Water Line Easement Dedication of 2,481 square feet to Fulton County, a political subdivision of the State of Georgia, from AIJ Milton, LLC for the purpose of constructing the Chadwick Village Lot 1 Project at 13625 Arnold Mill Road, Milton, Georgia 30075.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Chadwick Village Lot 1 Project, a commercial development, requires the construction of a water line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 2,481 square feet and located in Land Lots 872 and 929 of the 2nd District, 2nd Section of Fulton County, Georgia.

Agenda Item No.: 23-0702

Meeting Date: 10/18/2023

Community Impact: The community will benefit from the extension of the County's water system and the addition of a new commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Chadwick Village – Lot 1
Tax Parcel Identification No.: 22 341009290547
Land Disturbance Permit No.: WRN23-029
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 15th day of August, 2023, between AIJ Milton, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 872 & 929, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

Chadwick Village – Lot 1

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said

water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

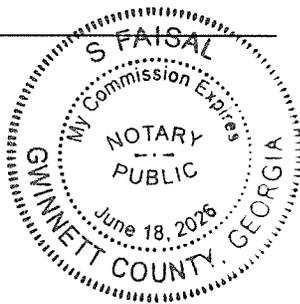
Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 11th
day of August, 2023
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



[NOTARIAL SEAL]

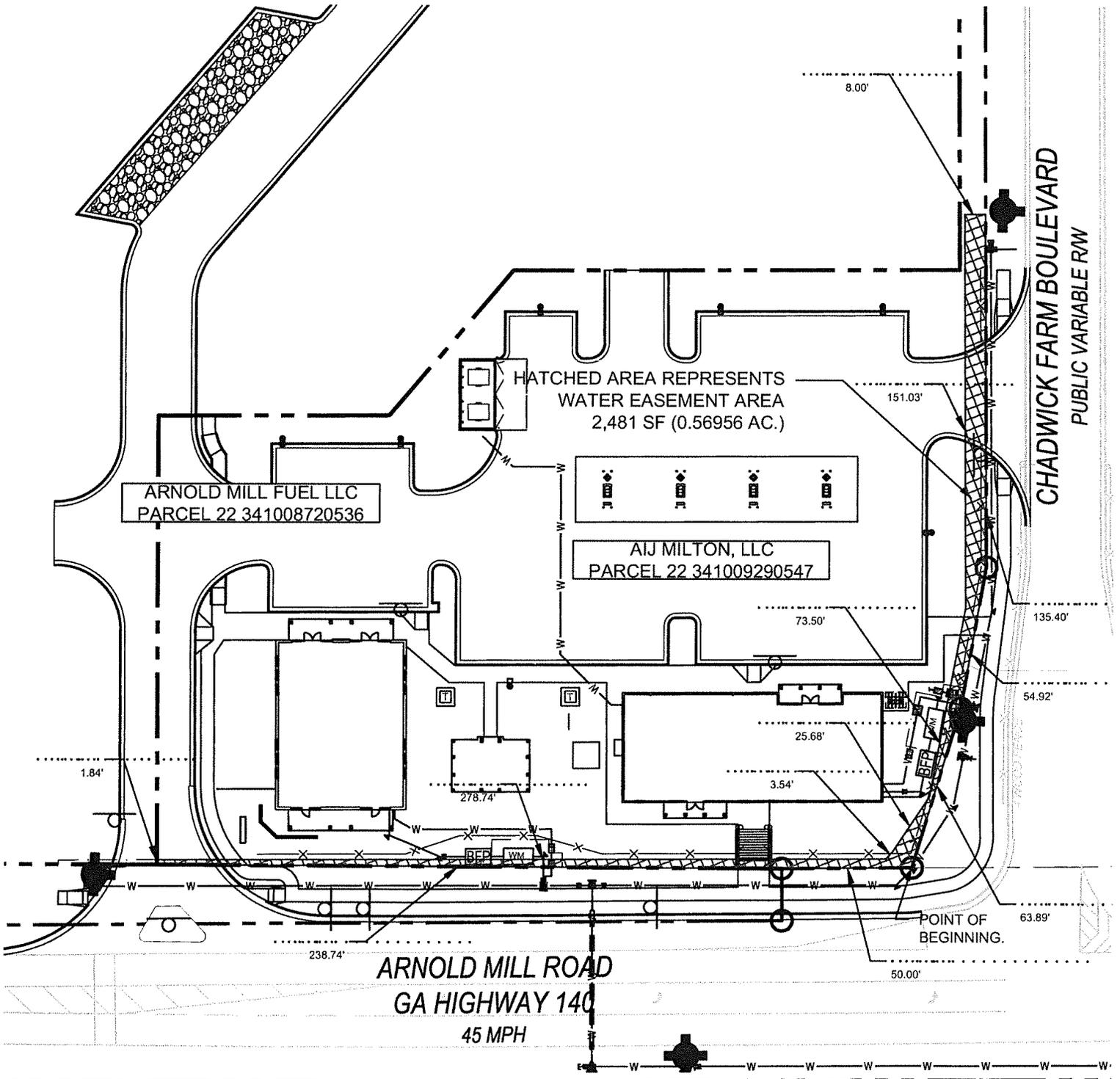
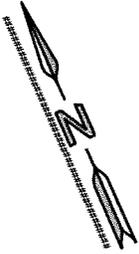
GRANTOR: AIJ Milton, LLC
CORPORATE NAME

By: [Signature]
Print Name: Aleem Ramji
Title: Organizer/President

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

EXHIBIT A
WATER EASEMENT
SCALE: 1"=50'
GRANTOR: AIJ MILTON, LLC
PROJECT #WRN23-029



**LEGAL DESCRIPTION OF PROPERTY
WATER EASEMENT FOR AIJ MILTON, LLC TRACT**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 872 & 929 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF MILTON OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN FOUND (1/2" REBAR) AT THE INTERSECTION FORMED BY THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY LINE OF LAND LOT 929 (SAID LINE BEING COMMON TO LAND LOT 929 & 944) THENCE PROCEED ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) THE FOLLOWING COURSES AND DISTANCES:

1. 262.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5563.03 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 21°52'48" WEST, 262.75 FEET TO A POINT;
2. 149.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 9773.25 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 23°40'19" WEST, 149.63 FEET TO A POINT;
3. NORTH 25°27'00" WEST FOR A DISTANCE OF 137.50 FEET TO A POINT;
4. NORTH 69°21'37" EAST FOR A DISTANCE OF 23.55 FEET TO AN IRON PIN FOUND 1/2" REBAR;
5. NORTH 24°02'06" WEST FOR A DISTANCE OF 251.68 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY);
6. CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24°00'49" WEST FOR A DISTANCE OF 118.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE NORTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY); **THE POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** ON THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 23 DEGREES 20 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 238.74 FEET TO A POINT; THENCE LEAVE SAID RIGHT-OF-WAY OF ARNOLD MILL ROAD AND PROCEED NORTH 66 DEGREES 14 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 1.84 FEET TO A POINT; THENCE PROCEED SOUTH 23 DEGREES 45 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 278.74 FEET TO A POINT; THENCE PROCEED SOUTH 69 DEGREES 00 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 3.54 FEET TO A POINT; THENCE PROCEED SOUTH 79 DEGREES 57 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 25.68 FEET TO A POINT; THEN PROCEED NORTH 77 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 73.50 FEET TO A POINT; THENCE PROCEED NORTH 65 DEGREES 59 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 151.03 FEET TO A POINT; THENCE PROCEED SOUTH 24 DEGREES 00 MINUTES AND 44 SECONDS EAST A DISTANCE OF 8.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF CHADWICK FARM BOULEVARD; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHADWICK FARM BOULEVARD SOUTH 65 DEGREES 59 MINUTES 16 SECONDS WEST A DISTANCE OF 135.40 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHADWICK FARM BOULEVARD SOUTH 76 DEGREES 28 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 54.92 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY OF CHADWICK FARM BOULEVARD SOUTH 83 DEGREES 17 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 63.89 FEET TO A POINT, **THE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.056956 ACRES, OR 2,481 SQUARE FEET.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0703

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Water Line Easement Dedication of 65 square feet to Fulton County, a political subdivision of the State of Georgia, from Arnold Mill Fuel, LLC for the purpose of constructing the Chadwick Village Lot 1 Project at 2031 Heritage Walk, Milton, Georgia 30075.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Chadwick Village Lot 1 Project, a commercial development, requires the construction of a water line. Fulton County development regulations require that all new water connections acknowledge Fulton County's ownership interests in the area(s) in which a water service line connection is being made prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed consists of 65 square feet and located in Land Lots 872 and 929 of the 2nd District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a new commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

[Click here to enter text.](#)

Funding Line 2:

[Click here to enter text.](#)

Funding Line 3:

[Click here to enter text.](#)

Funding Line 4:

[Click here to enter text.](#)

Funding Line 5:

[Click here to enter text.](#)

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Chadwick Village – Lot 1
Tax Parcel Identification No.: 22 341009290547
Land Disturbance Permit No.: WRN 23 - 029
Zoning/Special Use Permit No.: N/A
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 22 day of JUNE, 2023, between Arnold Mill Fuel, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 872 & 929, 2nd Section (if applicable) of District 2, Fulton County, Georgia, and more particularly described as follows: To wit:

Chadwick Village – Lot 1

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said

water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 22 day of June, 2023 in the presence of:

GRANTOR: Arnold Mill Fuel, LLC
CORPORATE NAME

By: [Signature]
Print Name: JAKE SHERGILL
Title: OWNER

By: _____
Print Name: _____
Title: _____

[Signature]
Witness

[Signature]
Notary Public

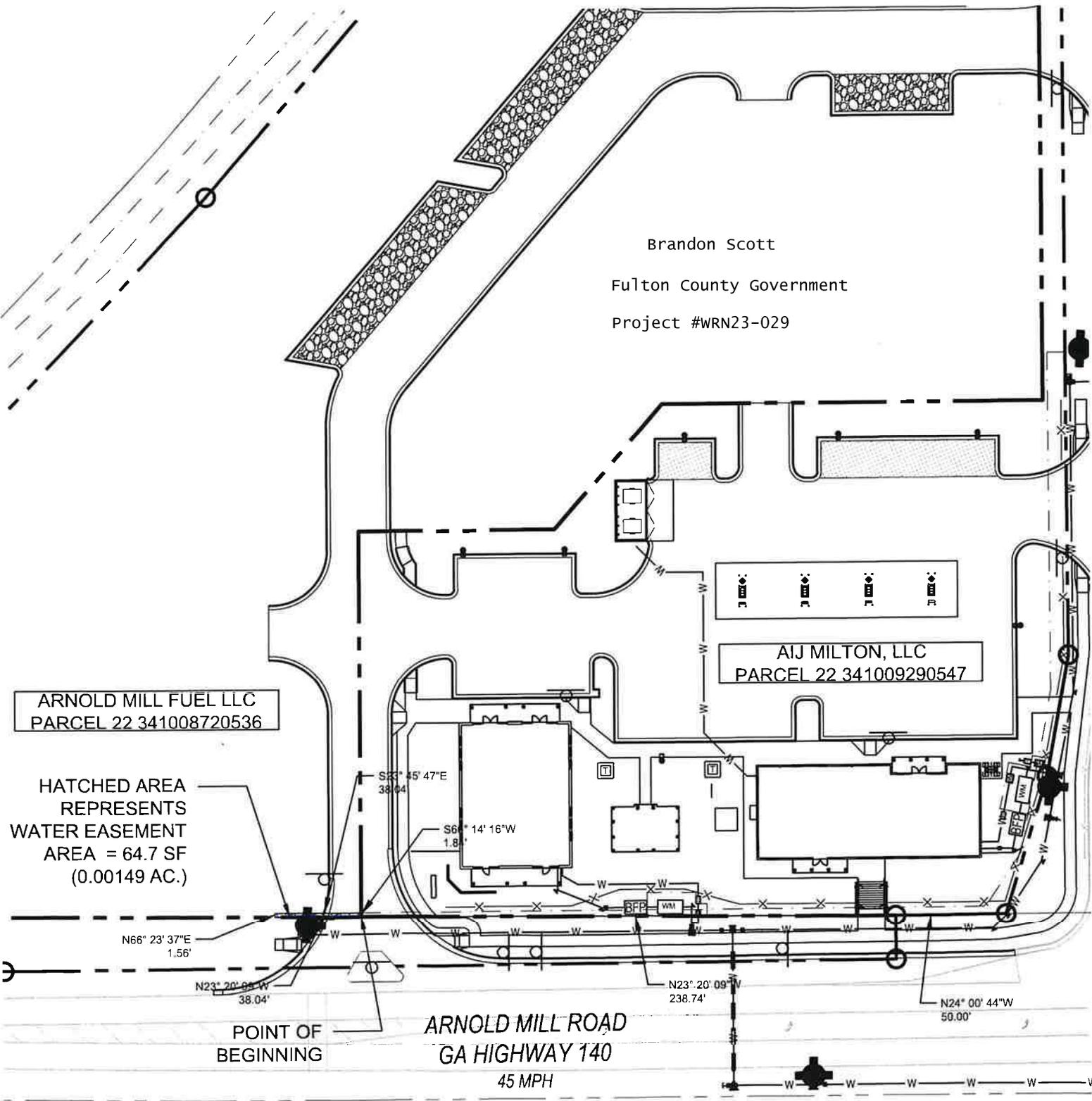
[NOTARIAL SEAL]



[CORPORATE SEAL]



EXHIBIT A
 WATER LINE EASEMENT
 SCALE: 1"=50'
 GRANTOR: ARNOLD MILL FUEL, LLC
 PROJECT #WRN23-029



ARNOLD MILL FUEL LLC
 PARCEL 22 341008720536

HATCHED AREA
 REPRESENTS
 WATER EASEMENT
 AREA = 64.7 SF
 (0.00149 AC.)

AIJ MILTON, LLC
 PARCEL 22 341009290547

ARNOLD MILL ROAD
 GA HIGHWAY 140
 45 MPH

POINT OF
 BEGINNING

Brandon Scott
 Fulton County Government
 Project #WRN23-029

**LEGAL DESCRIPTION OF PROPERTY
WATER EASEMENT FOR ARNOLD MILL FUEL, LLC TRACT**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 872 & 929 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF MILTON OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN FOUND (1/2" REBAR) AT THE INTERSECTION FORMED BY THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY LINE OF LAND LOT 929 (SAID LINE BEING COMMON TO LAND LOT 929 & 944) THENCE PROCEED ALONG THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) THE FOLLOWING COURSES AND DISTANCES:

1. 262.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5563.03 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 21°52'48" WEST, 262.75 FEET TO A POINT;
2. 149.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 9773.25 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 23°40'19" WEST, 149.63 FEET TO A POINT;
3. NORTH 25°27'00" WEST FOR A DISTANCE OF 137.50 FEET TO A POINT;
4. NORTH 69°21'37" EAST FOR A DISTANCE OF 23.55 FEET TO AN IRON PIN FOUND 1/2" REBAR;
5. NORTH 24°02'06" WEST FOR A DISTANCE OF 251.68 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE SOUTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY);
6. CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24°00'49" WEST FOR A DISTANCE OF 118.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP) AT THE RIGHT OF WAY INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) AND THE NORTHERLY MOST PORTION OF THE MITERED RIGHT OF WAY OF CHADWICK FARM BOULEVARD (VARIABLE RIGHT OF WAY); **THE POINT OF BEGINNING.**

FROM THE **POINT OF BEGINNING** ON THE EXISTING NORTHEASTERLY RIGHT OF WAY OF ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) CONTINUE ALONG THE NORTHEASTERLY RIGHT OF WAY ARNOLD MILL ROAD (VARIABLE RIGHT OF WAY) NORTH 24 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE NORTH 23 DEGREES 20 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 238.74 FEET TO A POINT; THENCE NORTH 23 DEGREES 20 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 38.04 FEET TO A POINT; THENCE LEAVE SAID RIGHT-OF-WAY OF ARNOLD MILL ROAD AND PROCEED NORTH 66 DEGREES 23 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 1.56 FEET TO A POINT; THENCE PROCEED SOUTH 23 DEGREES 45 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 38.04 FEET TO A POINT; THENCE PROCEED SOUTH 66 DEGREES 14 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1.84 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF ARNOLD MILL ROAD; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF ARNOLD MILL ROAD SOUTH 23 DEGREES 20 MINUTES 09 SECONDS WEST A DISTANCE OF 238.74 FEET TO A POINT; THENCE CONTINUE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY OF ARNOLD MILL ROAD SOUTH 24 DEGREES 00 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 50.00 FEET TO A POINT, **THE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.00149 ACRES, OR 64.7 SQUARE FEET.

Brandon Scott

Fulton County Government

Project #WRN23-029



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0704

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 10,626 square feet to Fulton County, a political subdivision of the State of Georgia, from Liberty Communities, LLC., for the purpose of constructing the Creekbend Overlook Project at 0 Jones Road, South Fulton, Georgia 30213.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Creekbend Overlook Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 10,626 square feet and is located in Land Lots 114 and 143 of the 7th District of Fulton County, Georgia.

Agenda Item No.: 23-0704

Meeting Date: 10/18/2023

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new residential subdivision.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Creekbend Overlook
Tax Parcel Identification No.: 07 0500 0143 0263
Land Disturbance Permit No.: 19S-040WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 9th day of September, 2023, between Liberty Communities, LLC, a corporation duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 114 & 143 of the 7th District, _____ Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

19S-040WR Creekbend Overlook
Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 9th
day of September, 20 23
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

GRANTOR: Liberty Communities, LLC
CORPORATE NAME

By: [Signature]
Print Name: R. Neil Koelbl
Title: President

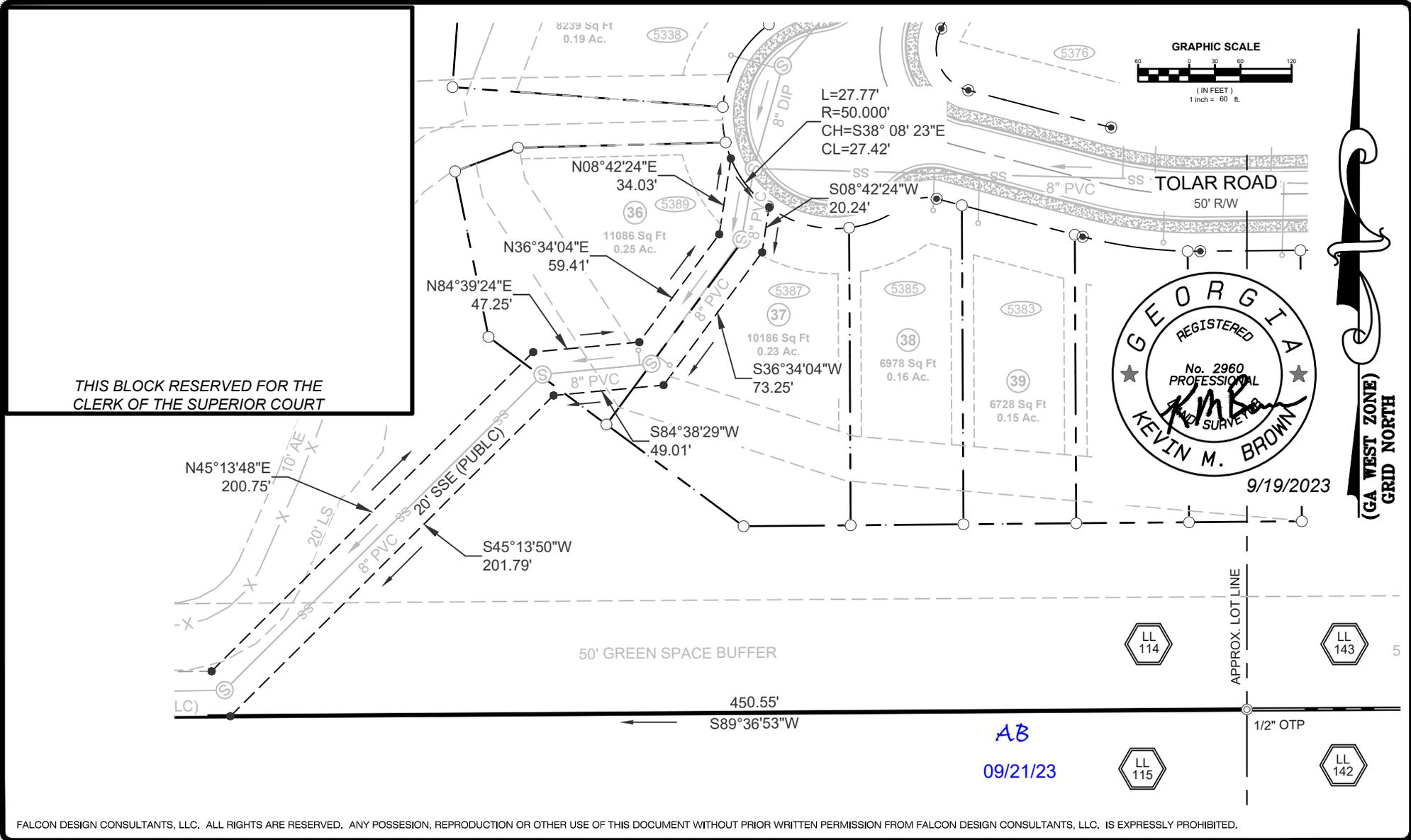
By: _____
Print Name: _____
Title: _____

[NOTARIAL SEAL]

[CORPORATE SEAL]



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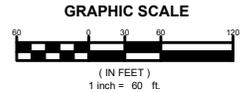
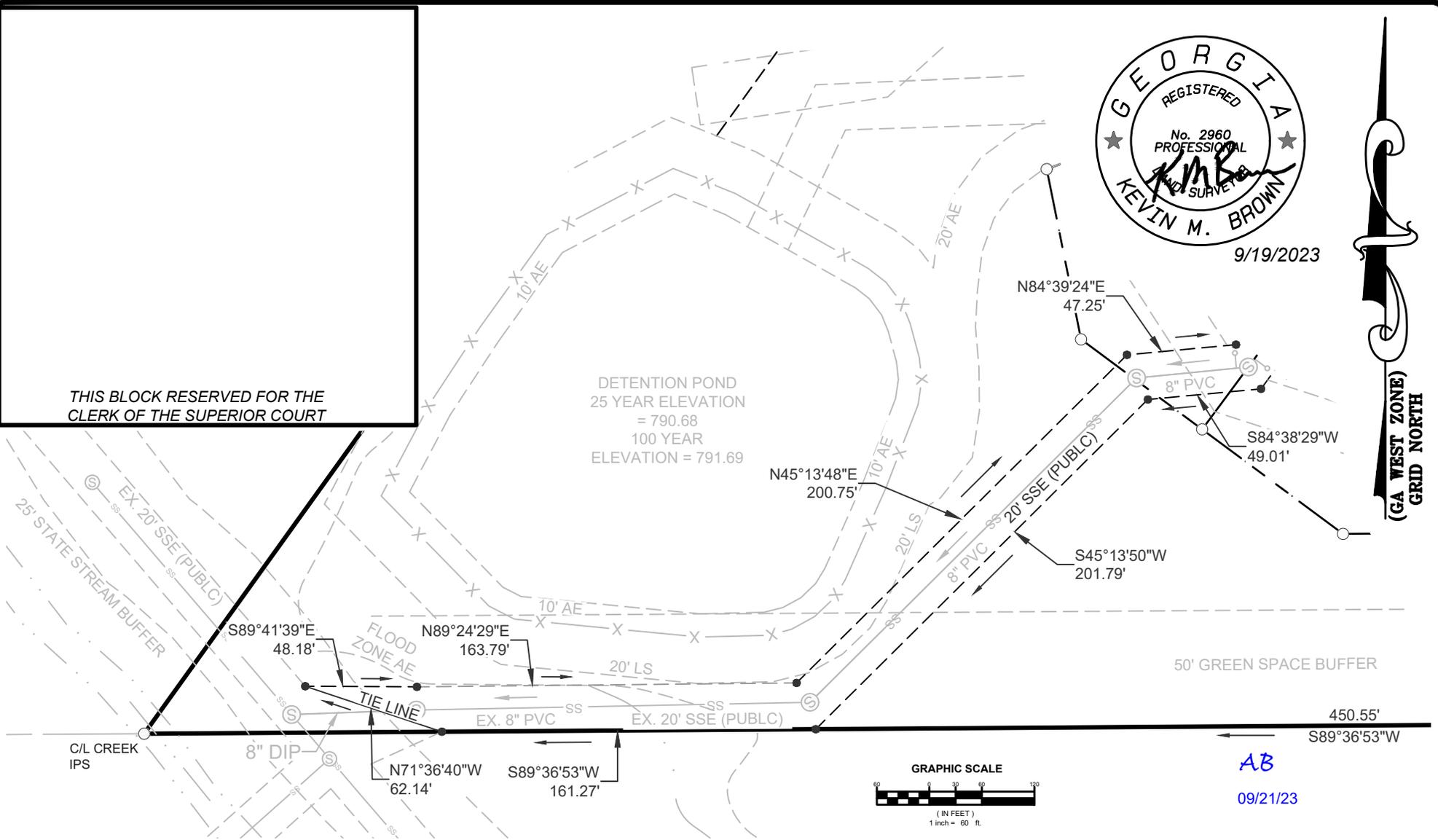
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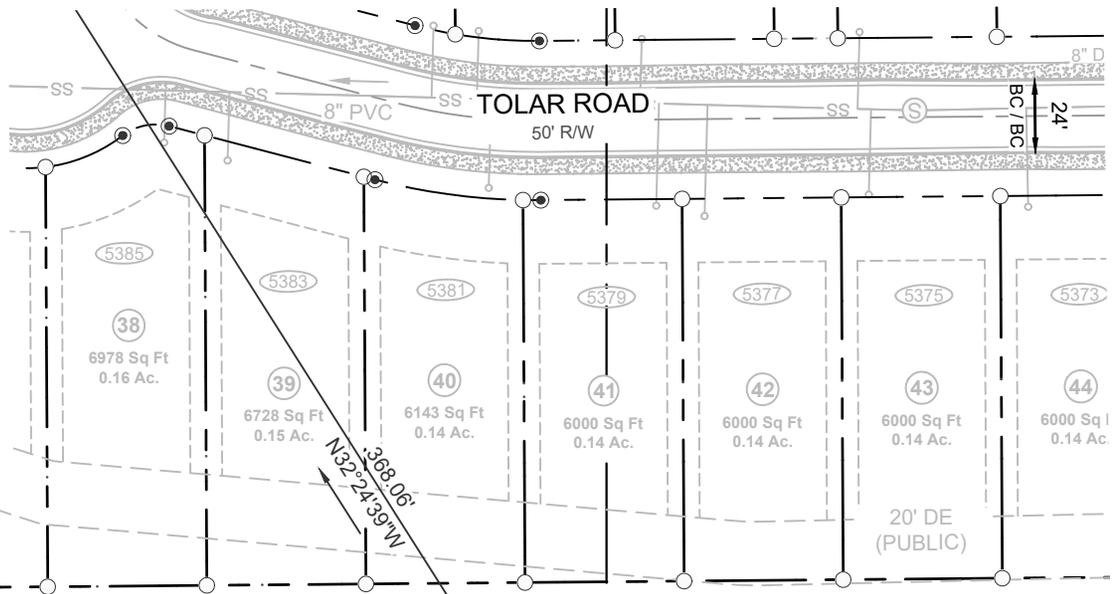
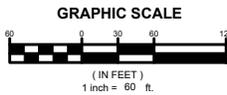
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9/19/2023

50' GREEN SPACE BUFFER

50' GREEN SPACE BUFFER



APPROX. LOT LINE

1/2" OTP

(GA WEST ZONE)
GRID NORTH

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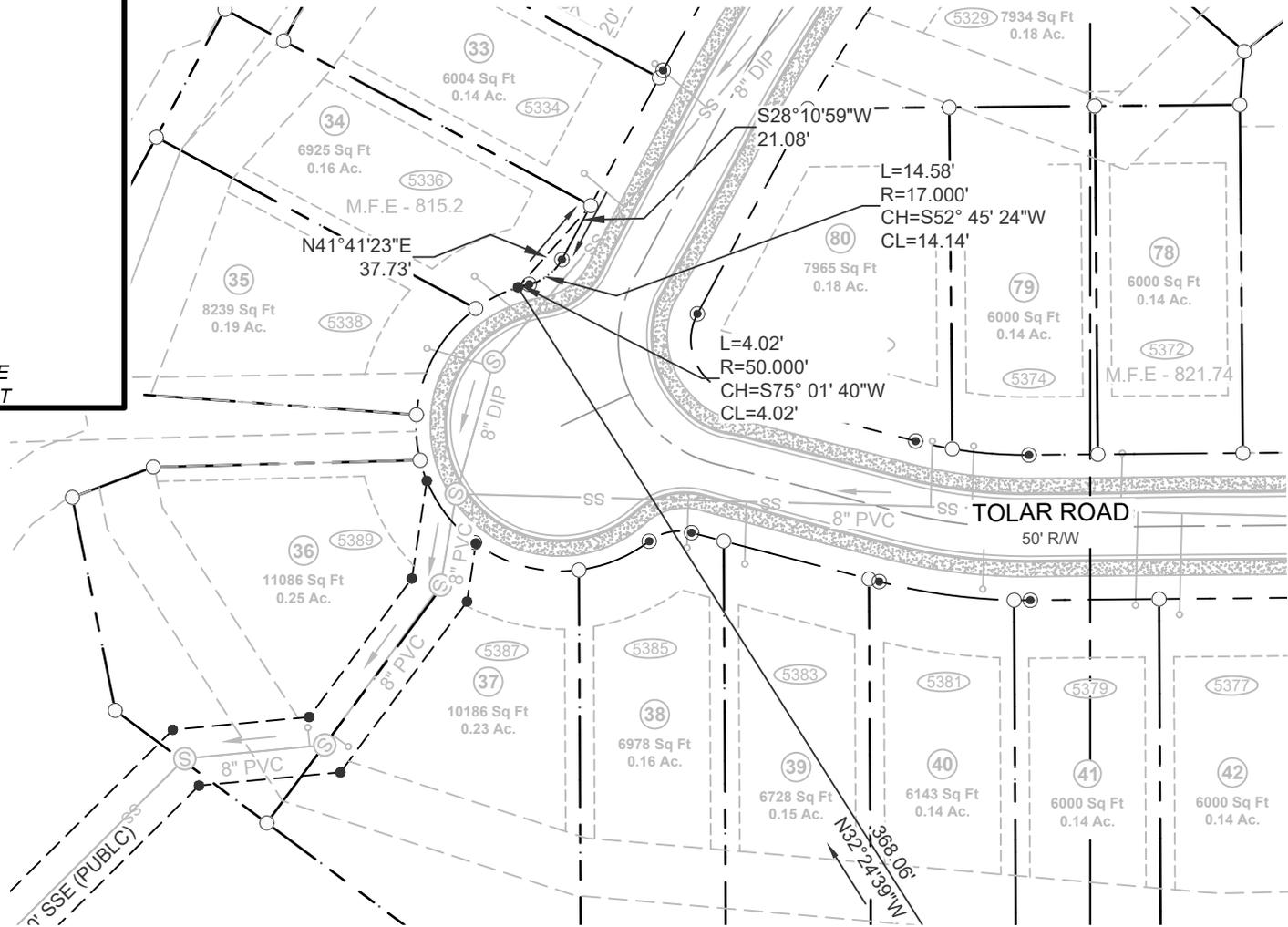
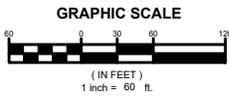
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SURVEY DESCRIPTION CREEKBEND OVERLOOK SEWER EASEMENT DEDICATION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143, 142, 114 & 115, 7TH LAND DISTRICT FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.

THENCE, PROCEED SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST ALONG THE COMMON LAND LOT LINE OF 114 & 115, 450.55 FEET TO A POINT; SAID POINT BEING THE **TRUE POINT OF BEGINNING**
 THENCE, SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST, 161.27 FEET TO A POINT;
 THENCE, NORTH 71 DEGREES 36 MINUTES 40 SECONDS WEST, 62.14 FEET TO A POINT;
 THENCE, SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 48.18 FEET TO A POINT;
 THENCE, NORTH 89 DEGREES 24 MINUTES 29 SECONDS EAST, 163.79 FEET TO A POINT;
 THENCE, NORTH 45 DEGREES 13 MINUTES 48 SECONDS EAST, 200.75 FEET TO A POINT;
 THENCE, NORTH 84 DEGREES 39 MINUTES 24 SECONDS EAST, 47.25 FEET TO A POINT;
 THENCE, NORTH 36 DEGREES 34 MINUTES 04 SECONDS EAST, 59.41 FEET TO A POINT;
 THENCE, NORTH 08 DEGREES 42 MINUTES 24 SECONDS EAST, 34.03 FEET TO A POINT;
 THENCE, 27.77 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 38 DEGREES 08 MINUTES 23 SECONDS EAST, 27.42 FEET) TO A POINT;
 THENCE, SOUTH 08 DEGREES 42 MINUTES 24 SECONDS WEST, 20.24 FEET TO A POINT;
 THENCE, SOUTH 36 DEGREES 34 MINUTES 04 SECONDS WEST, 73.25 FEET TO A POINT;
 THENCE, SOUTH 84 DEGREES 38 MINUTES 29 SECONDS WEST, 49.01 FEET TO A POINT;
 THENCE, SOUTH 45 DEGREES 13 MINUTES 50 SECONDS WEST, 201.79 FEET TO A POINT; SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.24 ACRES (10,492 SQUARE FEET).

ALONG WITH;

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143, 142, 114 & 115, 7TH LAND DISTRICT FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.

THENCE, PROCEED NORTH 32 DEGREES 24 MINUTES 39 SECONDS WEST ALONG TIE LINE TO A POINT; SAID POINT BEING THE **TRUE POINT OF BEGINNING**
 THENCE, NORTH 41 DEGREES 41 MINUTES 23 SECONDS EAST, 37.73 FEET TO A POINT;
 THENCE, SOUTH 28 DEGREES 10 MINUTES 59 SECONDS WEST, 21.08 FEET TO A POINT;
 THENCE, 14.58 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 17 FEET AND A CHORD BEARING SOUTH 52 DEGREES 45 MINUTES 24 SECONDS WEST, 14.14 FEET) TO A POINT;
 THENCE, 4.02 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 75 DEGREES 01 MINUTES 40 SECONDS WEST, 4.02 FEET) TO A POINT; SAID POINT BEING THE **TRUE POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.01 ACRES (133.80 SQUARE FEET).

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0705

Meeting Date: 10/18/2023

Department

Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to utilize cooperative purchasing - Police Department, General Services Administration Contract GS-07F-0512T, Special Item Number 3363, Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions, Fulton County Police Department in the amount of \$133,514.00 with Dana Safety Supply, Inc. (Jacksonville, FL) to provide specialized emergency equipment and installation services. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute, or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Dana Safety Supply, Inc. will provide specialized emergency equipment and install the equipment on eight (8) Police Department vehicles.

Community Impact: The specialized emergency equipment for Police vehicles such as audible and visual warning devices are intended to make other vehicle operators aware of the law enforcement

officers presence.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: Effective specialized emergency equipment installed on police vehicles aim to increase drivers' ability to see emergency vehicles so that they may react appropriately.

Community Issues/Concerns: It is imperative that the County has police vehicles with the necessary specialized emergency equipment available to respond to emergencies or any situation day or night to serve the citizens of Fulton County.

Department Issues/Concerns: If the police vehicles are not fitted with specialized emergency equipment to respond to calls, the risk of injury, death, and property damage increases.

Contract Modification: New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: General Services Administration Contract

Exhibit 2: Contractors Performance Report

Contact Information *(Type Name, Title, Agency, and Phone)*

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$133,514.00
TOTAL:	\$133,514.00

Grant Information Summary

Agenda Item No.: 23-0705

Meeting Date: 10/18/2023

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source:

Funding Line 1:

504-320-3200-1408: South Fulton Capital Improvements, Police, Equipment Non-Capitalized

Funding Line 2:

301-320-3201-1408: South Fulton Sub-District, Police, Equipment Non-Capitalized

Key Contract Terms	
Start Date: Upon BOC Approval	End Date:
Cost Adjustment: NA	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
7/31/2023



GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

Contract number: GS-07F-0512T

Contract period: August 1, 2007-July 31, 2027

DANA SAFETY SUPPLY
1855 CASSAT AVE STE 10
JACKSONVILLE, FL 33210-1635
(336) 854-5536

<http://www.danasafetysupply.com>

Contract administrator: James Panter
Email: jpanter@danafetysupply.com

Business size: Small

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Modification PS-0151 effective July 28, 2023

*This is the MOST RECENTLY awarded Contractor Initiated Modification and does NOT include any Mass Modifications

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
3152	Clothing
3363	Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions
332999	Law Enforcement Personal Equipment
336320	Vehicle Signal and Restraint Equipment
337215	Firearm Care
339113PA	Protective Apparel
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: See Pricing Sheet

1c. Hourly Rates: SIN 3363: \$64.84

2. Maximum Order:

SINs 3152, 332999, 336320, 337215, 339113PA: \$250,000

SIN 3363: \$2,000,000 per order

3. Minimum order: None

4. Geographic coverage (delivery area):

SINs 3152, 332999, 336320, 337215, 339113PA:

Domestic, 50 States, The District of Columbia, Puerto Rico, and US Territories

SIN 3363: 48 contiguous states; District of Columbia

5. Point(s) of production (city, county, and State or foreign country):

Products: Varies

Service Centers:

Service Facility Location	Contact Name	Telephone No.	Email Address
Atlanta, GA - 4729 Nelson Brogdon Blvd, Suite F 30518	Jake Porter	770-557-6191	jporter@danasafetysupply.com
Baton Rouge, LA - 10362 Greenwell Springs Rd 70814	Donnie Still	225-400-8323	dstill@danasafetysupply.com
Columbia, SC - 1555 Old Dairy Dr. 29210	Mark Coward	803-798-3670	mcoward@danasafetysupply.com
DeLand, FL - 1401 Saratoga St. 32724	George Maris	805-845-0045	gmaris@danasafetysupply.com
Ft. Meyers, FL - 3350 Hanson St., Units F & G 33916	Tom Sabo	813-3484866	tsabo@danasafetysupply.com
Ft. Worth, TX - 814 S. Blue Mound Rd. 76131	Geoff Degioanni	682-999-2599	geoffrey@danasafetysupply.com
Greensboro, NC - 4809 Kroger Blvd. 27407	James Panter	336-854-5536	jpanter@danasafetysupply.com
Houston, TX - 6525 Goforth St. 77021	Chuck Geocaris	713-228-8900	chuck@danasafetysupply.com
Jacksonville, FL - 1855 Cassat Ave., Unit 10 32210	Sidney Wells	904-388-7006	swells@danasafetysupply.com
LaFeria, TX - 202 East Industrial Way 78559	Maria Rivera	281-728-1400	maria@danasafetysupply.com
Livingston, MT - 33 Sundance Dr. 59047	Charlton Pino	406-220-1902	cpino@danasafetysupply.com
Marietta, GA - 1257 Kennestone Circle, Suite H 30066	Jack Porter	770-480-0884	jporter@danasafetysupply.com
Memphis, TN - 2188 Spicer Cove 38134	Darrin Hope	901-384-7777	darrin@danasafetysupply.com
Miami, FL - 7001 NW 36th Ave 33147	Bill Barnhart	305-639-6055	wbarnhart@danasafetysupply.com
N. Little Rock, AR - 1100 Hemlock St. 72114	Justin Lee	501-370-9500	jlee@danasafetysupply.com
Orlando, FL - 4832 N Orange Blossom Trail 32810	George Maris	407-880-2769	gmaris@danasafetysupply.com
Pell City, AL - 1613 Dowzer Ave 35125	Nathan Nichols	205-338-7001	nate@danasafetysupply.com
Pompano Beach - 4100 N. Powerline Rd, Suite W4 33073	Bill Barnhart	954-708-2071	wbarnhart@danasafetysupply.com
Tallahassee, FL - 4412 Production Court 33916	Sidney Wells	850-765-6145	swells@danasafetysupply.com
Tampa, FL - 3810 W. Osborne Ave. 33614	Tom Sabo	813-348-4866	tsabo@danasafetysupply.com

6. Discount from list prices or statement of net price: Government Net Prices (discounts already deducted.)

7. Quantity discounts:

- 2% on 10+ Gamber-Johnson products shipped to one location
- 2% on 10+ Whelen products shipped to one location
- 2% on 10+ Havis products shipped to one location
- 2% on 10+ Laguna products shipped to one location

- 0.5% to 1% on 10+ Setina products shipped to one location. Customers should contact the vendor for specifics
- 1% on 10+ Brooking Industries products shipped to one location
- 1% on 10+ OPS products shipped to one location
- 1% on 10+ Jotto products shipped to one location

8. Prompt payment terms:
Net 30 Days

9. Foreign items: Australia (AU), Bangladesh (BD), Switzerland (CH), Colombia (CO), Dominican Republic (DO), Haiti (HT), Cambodia (KH), Mexico (MX), Taiwan (TW)

10a. Time of delivery:
SINs 3152, 332999, 336320, 337215, 339113PA: 30 Days ARO
SIN 3363: 180 Days or less

10b. Expedited Delivery: Contact vendor

10c. Overnight and 2-day delivery: Contact vendor

10d. Urgent Requirements.; Contact vendor

11. F.O.B. point: Origin pre-paid and add

12a. Ordering address(es): 1855 CASSAT AVE STE 10
JACKSONVILLE, FL 33210-1635

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): 1855 CASSAT AVE STE 10
JACKSONVILLE, FL 33210-1635

14. Warranty provision: Standard Commercial Warranty Terms & Conditions. Customers should contact the Contractor for a copy of the warranty.

15. Export packing charges: Not Applicable

16. Terms and conditions of rental, maintenance, and repair: Not Applicable

17. Terms and conditions of installation: Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable

18b. Terms and conditions for any other services: Not Applicable

19. List of service and distribution points: Not Applicable

20. List of participating dealers: Not Applicable

21. Preventive maintenance: Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communication technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at <http://www.section508.gov/>. Not Applicable

23. Unique Entity Identifier (UEI) number: FDNXL5D5KUF3

24. Notification regarding registration in the System for Award Management (SAM) database. Vendor is registered.

Services:

Dana Safety Supply provides the up-fitting and installation of new equipment on government furnished vehicles. New equipment to be installed can include, but is not limited to, lightbars, interior lightbars, switch control, sirens, speakers, tail light flashers, headlight flashers, surface mount lights, grille lights (Strobe or LED), Deck lights (strobe or LED), windshield lights, hideaway strobe systems, rear deck light systems, mirror beams, flashback brake/back-up light flashers, inside trunk lights, night vision dome lights, mobile data terminals and antennas, scanner radios and antennas, two-way radios and antennas, radar systems, video camera systems, automatic license plate recognition systems, anti-theft devices, barcode scanners, flash lights with chargers, consoles, prisoner partitions, lights on prisoner cages, rear prisoner seats, shotgun racks (both trunk and front mounted), push bumpers, window bars, prisoner door panels, laptop mounts, K-9 interior cages, K-9 interior electronics, trunk vaults, radio electronics tray, power inverters, jumper cable systems, spotlights, running boards, trailer hitches and decals.

All installation services requested by the customer will be performed and charged the same labor rate of \$64.84 per hour regardless of products installed.

Labor Category:
05010 AUTOMOTIVE ELECTRICIAN (Installation)

This position tests, repairs, overhauls, modifies, and maintains electrical equipment of a specialized nature such as automatic alternator synchronizing equipment, amplifying control units, voltage regulating equipment, generators, switching and control panels, and junction boxes, in motor vehicles such as automobiles, buses and trucks.

These duties include, but are not limited to, installing electrical harnesses, interior and exterior lighting systems, sirens, consoles and radio systems in emergency response vehicles.

Educational Requirement: High School Years of Experience: 2

Pricing:

SIN	Wage Determination Labor Category Title*	UNIT OF ISSUE	GSA Price Including IFF
3363	<i>AUTOMOTIVE ELECTRICIAN</i>	<i>Hour</i>	<i>\$64.84</i>

Performance Evaluation Details

ID	E1
Project	Upfitting of Government-owned Emergency Response Vehicles
Project Number	23SWC139197B-RT
Supplier	Dana Safety Supply
Supplier Project Contact	Mark Sevigny (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 07/31/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/26/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/26/2023 03:30 PM EDT
Completion Date	09/26/2023 03:30 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments Dana Safety Supply provides a quality service and uses excellent parts / accessories on our vehicles.

TIMELINESS OF PERFORMANCE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments Dana Safety Supply has completed all service / installation work in a very timely manner.

BUSINESS RELATIONS

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments The service manager, Tom Boulanger, provides the upmost customer service when it comes O to interacting with Fulton County Police personnel. He keeps us updated on any matter that g ; comes up and is very responsive to any inquiries..

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments *Not Specified*

COST CONTROL

20/20

Rating Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments Dana Safety Supply has always provided excellent service in a timely manner and notifies me of any delays due to situations out of their control. They are prompt on addressing any issues / questions and invoice once work has been completed.

GENERAL COMMENTS

Comments It is a pleasure working with Dana and customer service is great.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0708

Meeting Date: 10/18/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing “Friends of the Library Appreciation Day.” **(BOC)**

Proclamation recognizing “Clean Water Week.” **(Ellis/BOC)**

Proclamation recognizing “Breast Cancer Awareness Month.” **(Abdur-Rahman/BOC)**

Proclamation recognizing “Stand with Israel Day.” **(Thorne/Ellis)**

Proclamation recognizing “Young Dro Appreciation Day.” **(Hall)**

Proclamation recognizing “Georgia Works Appreciation Day.” **(Hall)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0710

Meeting Date: 10/18/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Public Hearing to amend a Multiyear Installment Sale Agreement with Association County Commissioners of Georgia (ACCG) to increase financing for those additional funds needed to complete North Fulton building that will house various government services and certain equipment for the building.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. 36-60-13 (g), as amended.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Public hearing to be held at 10:00 a.m. at the Assembly Hall, 141 Pryor Street, Atlanta, Georgia 30303 regarding the financing of additional funds to complete North Fulton building that will house various government services and certain equipment for the building pursuant to an Installment Sale Agreement. This public hearing is also accessible via the Fulton County website at www.fultoncountyga.gov <<http://www.fultoncountyga.gov>>.

Community Impact:

Agenda Item No.: 23-0710

Meeting Date: 10/18/2023

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0711

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Department of Real Estate and Asset Management, RFP#22RFP041122C-MH, General Landscaping & Lawn Care Services for Countywide Facilities in the total amount of \$1,955,784.00 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA) in the amount of \$1,552,784.00 and (B) Georgia Green Grounds Care, LLC (Marietta, GA) in the amount of \$403,000.00 to provide on-site landscape/ground maintenance and lawn care services for all 106 County-own sites to include Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: These contracts provide on-site general landscaping and lawn care for 106 countywide facilities (North Fulton - 20 sites and South Fulton - 86 sites). This contract includes, but is not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance shall include but not limited to application of fertilizers, herbicides,

pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal out of county facilities, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, and upkeep for surplus and unused buildings, facilities, sites, vacant lots, control illegal dumping and removal of debris clean-up on all County-owned sites.

Scope of Work: General Landscaping & Lawn Care Included:

Spring/Fall Cleanup: April & November

- Turf Maintenance; Removing debris, seeding, aeration, vermicide
- Mowing of Properties: Turf shall be at a height of 2 to 2.5 inches
- Mulch: Mulch depth from two (2) inches to three (3) inches.
- Shrubs and Tree Plant Maintenance: Necessary prune, trim and cleaning
- Weed Control and Fertilization
 - a. Annual/Perennial/Shrub Beds
 - b. Paved Surfaces
 - c. Stone/Mulch Areas
- Design and installation of turf grass and others hardscape
- Reseeding
- Irrigation System Maintenance
- Monthly report (visual documentation-before and after photos)
- Quality Assurance/Control program
- Airport (additional reporting)

Specific Responsibilities:

ReIMAGE General Contractors: Provides comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 86 sites located in South Fulton to include Fulton County Executive Airport - Charlie Brown Field.

South Fulton Sites:

Adams Park	Central Training Center	Dogwood Senior Center
Adamsville Branch	Charles Justice Center	East Atlanta Branch
Adamsville Health Center	Cleveland Ave Branch	East Point Branch
Airport Complex (DREAM)	College Park Branch	Election Warehouse
Airway Motel	College Park Health Center	Election Prep Center
Auburn Avenue Branch	Commerce Way Parkway	Executive Hotel
Auburn Senior Center	Community Club House	Fairburn Branch
Bowden Senior Center	Darnell Senior Center	Fire Station
Camp Truitt -1	David Hagin Firing Range	DREAM Service Bldg.
Camp Truitt -2	Dogwood Branch	Hammond House
Hapeville Branch	Metro Library	Police Major Case
Hapeville Health Center	Mills Senior Center	Police Tactical

Jail Complex
Jerre Wells Health
Justice Center
Juvenile Court
Kirkwood Branch
Knight Hotel
Mechanicsville Branch
Medical Examiner's

MLK Jr. Branch
Neighborhood Health
New Beginnings Senior Ctr.
North West Atlanta
Oak Hill Senior Center
Old National Police
Palmetto Branch
Palmetto Senior Center

Ponce De Leon Branch
Public Safety Training
Quality Living Center
SE Senior Center
South Annex
South Fulton Branch
South Training Center
Southeast Branch

Southwest Branch
Stewart-Lakewood
Washington Park
West End Arts
West End Branch
West Mental Health
Wolf Creek Amphitheater
Wolf Creek Branch
Wolf Creek Trail
Jail Complex

Jail Complex Parking
Village Drive Parcel
Fifty-Four Columns-Art
Red Roof Inn Hotel
Mercury Dr. Parcel
Gas Station Fulton Ind.
McDonald's Building
South Fulton Health
Loch Lomand Trail
Church Street Property

Jonesboro Road
Dill Avenue
Airport Complex-2
Stone Wall Tell Maint.

Georgia Green Grounds Care, LLC: Provides comprehensive grounds and turf management program to include routine landscape maintenance, design and installation, arborist, and landscape architect services for 20 sites located in North Fulton.

North Fulton Sites:

Abernathy Arts Center
ADTC
Alpharetta Branch
Buckhead Branch
Dorothy Benson Senior Ctr
East Roswell Branch
North Fulton Health
Milton Branch
NE/Spruill Oaks
North Annex

North Training Center
Northeast Inspector
Northside Branch
Ocee Branch
Peachtree Branch
Roswell Branch
Sandy Springs Branch
Turner Field Lots
Water Resources Building
Morgan Falls

Community Impact: Enhance the professional appearance of the facilities and surrounding communities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Project Implications: These contracts provide all the necessary all labor, equipment, transportation, and materials to provide general landscaping, maintenance, and lawn care services for County-wide facilities.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, this will affect the Department’s ability to address the needs for full on-site lawn care maintenance services for 106 County-wide facilities and including Fulton County Executive Airport - Charlie Brown Field.

Contract Modification

(A) ReIMAGE General Contractor’s, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0491	7/13/22	\$613,955.80
1st Renewal	22-0860	11/16/22	\$1,552,784.00
2nd Renewal			\$1,552,784.00
Total Revised Amount			\$3,719,523.80

(B) Georgia Green Grounds Care, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0491	7/13/22	\$191,500.00
1st Renewal	22-0860	11/16/22	\$403,000.00
2nd Renewal			\$403,000.00
Total Revised Amount			\$997,500.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$1,955,784.00

(A) Contract Value: \$1,552,784.00

Prime Vendor: ReIMAGE General Contractors, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,180,115.84 or 76.00%

Subcontractor: Randall’s Premier Landscaping
Subcontractor Status: African American Male Business Enterprise
Location: Rex, GA
County: Clayton County
Subcontractor Value: \$310,556.80 or 20.00%

Subcontractor: All Turf, Inc.

Subcontractor Status: Non-Minority
Location: Loganville, GA
County: Walton County
Subcontractor Value: \$62,111.36 or 4.00%

Total Contract Value: \$1,552,784.00 or 100.00%
Total Certified Value: \$1,490,672.64 or 96.00%

(B)
Contract Value: \$403,000.00

Prime Vendor: Georgia Green Grounds Care, LLC
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Prime Value: \$322,400.00 or 80.00%

Subcontractor: Morningside Homes
Subcontractor Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Subcontractor Value: \$80,600.00 or 20.00%

Total Contract Value: \$403,000.00 or 100.00%
Total Certified Value: \$80,600.00 or 20.00%

Grand Contract Value: \$4,717,023.80 or 100.00%
Grand Certified Value: \$3,762,769.89 or 79.77%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Contractor's Performance Reports
- Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$805,455.80
 Previous Adjustments: \$1,955,784.00
 This Request: \$1,955,784.00
 TOTAL: \$4,717,023.80

Grant Information Summary

Amount Requested: [Click here to enter text.](#) Cash
 Match Required: [Click here to enter text.](#) In-Kind
 Start Date: [Click here to enter text.](#) Approval to Award
 End Date: [Click here to enter text.](#) Apply & Accept
 Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services- \$1,639,785.00 "Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 2:

100-520-5408-1160: General, Real Estate and Asset Management, Professional Services- \$50,000.00 "Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 3:

200-540-5601-1160: Airport, Public Works, Professional Services- \$162,999.00 "Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 4:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services- \$51,500.00 "Subject to availability of funding adopted for FY2024 by BOC"

Funding Line 5:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services- \$51,500.00 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024

Agenda Item No.: 23-0711

Meeting Date: 10/18/2023

Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: No renewal option remains
---	---

Overall Contractor Performance Rating:

ReIMAGE General Contractors, LLC	100
Georgia Green Grounds Care, LLC	91

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP041122C-MH

BID/RFP# TITLE: General Landscaping and Lawn Care Services for Countywide Facilities

ORIGINAL APPROVAL DATE: 7/13/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 **THROUGH** 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$403,000.00

COMPANY'S NAME: Georgia Green Grounds Care, LLC

ADDRESS: 3605 Sandy Plains Road, Suite 240-102

CITY: Marietta

STATE: GA

ZIP: 30066

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: #22RFP041122C-MH

FULTON COUNTY, GEORGIA

**GEORGIA GREEN GROUNDS CARE,
LLC**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Mark Gregory,
CEO**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP041122C-MH

BID/RFP# TITLE: General Landscaping and Lawn Care Services for Countywide Facilities

ORIGINAL APPROVAL DATE: 7/13/2022

RENEWAL EFFECTIVE DATES: 1/1/2024 **THROUGH** 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$1,955,784.00

COMPANY'S NAME: ReIMAGE General Contractor's, LLC

ADDRESS: 3715 Northside Parkway, Bldg. 100, STE 500

CITY: Atlanta

STATE: GA

ZIP: 30327

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: #22RFP041122C-MH

FULTON COUNTY, GEORGIA

**REIMAGE GENERAL
CONTRACTOR'S, LLC**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Monica Cainion
Founder & Owner**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E2
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:24 AM EDT
Completion Date	07/10/2023 11:24 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating **Outstanding:** Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments *Not Specified*

SCHEDULE **20/20**

Rating **Outstanding:** Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **20/20**

Rating **Outstanding:** Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION **20/20**

Rating **Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **20/20**

Rating **Outstanding:** Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments *Not Specified*

GENERAL COMMENTS

Comments This is a very good vendor

Performance Evaluation Details

ID	E2
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	Georgia Green
Supplier Project Contact	Mark Gregory (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:24 AM EDT
Completion Date	07/10/2023 11:24 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT		17/20
Rating	Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.	
Comments	<i>Not Specified</i>	
SCHEDULE		17/20
Rating	Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.	
Comments	<i>Not Specified</i>	
QUALITY OF DESIGN, REPORTS AND DELIVERABLES		17/20
Rating	Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.	
Comments	<i>Not Specified</i>	
COMMUNICATIONS AND CO-OPERATION		20/20
Rating	Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.	
Comments	<i>Not Specified</i>	
OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS		20/20
Rating	Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.	
Comments	<i>Not Specified</i>	
GENERAL COMMENTS		
Comments	<i>Not Specified</i>	

Contract Renewal Evaluation Form

Date:	July 25, 2023
Department:	Real Estate and Asset Management
Contract Number:	22RFP041122C0MH
Contract Title:	General Landscaping & Lawn Care Countywide Facilities

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

There is not sufficient in-house staffing to perform these functions internally. This contract provides on-site general landscaping and lawn care for 106 countywide facilities (North Fulton - 20 sites & South Fulton - 86 sites). This includes, but is not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance shall include, but not limited to, application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal out of county facilities, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, upkeep for surplus and unused buildings, facilities, sites, vacant lots, control illegal dumping and removal of debris clean-up on all County-owned sites.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:		Click here to enter text.

Explanation / Notes:

The bid prices for landscaping are specific to the project sites that are owned by the County. Bidder pricing was determined based on actual site visit. The internet pricing search is only able to determine a rough price per acre which is not an effective method to price the sites owned by the County. The Bid prices submitted by Landscape Contractors per acre size and hourly rates cost reflect market pricing for landscape services.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Fulton County bid prices are specific to the sites located in the bid documents. No other jurisdiction has the same 106 county sites to make a cost comparison.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2023: The County expenditures as of 7/25/2023, \$1,181,187.33
 FY2022: The County spent \$787,473.23
 FY2021: The County spent \$321,561.90
 FY2020: The County spent \$485,333.16
 FY2019: The County spent \$238,248.00

4. Does the renewal option include an adjustment for inflation? **Yes** **No**
 (Information can be obtained from CPI index)

Was it part of the initial contract? **Yes** **No**

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes
 No If yes, attach the analysis.

No staff is available to perform this function.

7. What would be the impact on your department if this contract was not approved?

If this renewal contract is not approved, the Department will not be able to provide General Landscaping and Lawn Care Maintenance Services for these 106 totals County-wide owned sites.

Anthony Spencer

Anthony Spencer/ Shaista Begum

July 25, 2023

Prepared by

Date

Joe Davis, Director

Joe Davis

Department Head

6/10/23

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0712

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Real Estate and Asset Management, RFP#21RFP131973C-MH, Bus and Shuttle Services in an amount not to exceed \$760,000.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA), to provide bus and shuttle services for Fulton County employees and jurors. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background Request approval to renew existing contract to provide Bus and Shuttle Services for Fulton County for FY2024.

Scope of Work: This contract provides transportation services primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor Office located at 135 Peachtree Street, Central Library located at 1Margaret

Mitchell Square NW, and the Fulton County Health Services building located at 10 Park Place.

The Scope of Work includes but is not limited to:

1. Provide the County, on the 1st day of each month by COB, a status report on the total number of riders, total mileage driven, fuel consumption, and interruptions in service; and
2. Provide the County a Customer Survey Report on a quarterly basis. They are to provide the customer (County staff and jurors) the opportunity to rate the quality of service and expectations being provided (cleanliness, driving, schedule pick-ups, etc.); and
3. Assist the County and Transportation provider to maintain and enhance the performance standards set forth in the proposal.

Community Impact: The County employees and the jurors downtown parking arrangements will be dramatically affected if this contract is not approved.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the total amount of \$760,000.00 is sufficient to cover these anticipated costs for bus and shuttle services for County employees and jurors, and to support bus services for special events on as-needed basis for Fulton County in FY2024.

Project Implications: This contract provides bus and shuttle services to County employees and jurors, and special transportation for other County agencies as needed.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, the County will not have the ability to provide bus and shuttle services for County employees and jurors, nor will it be able to provide bus services for special events.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0124	2/16/22	\$522,857.25
1st Renewal	22-0629	9/7/22	\$760,000.00
2nd Renewal			\$760,000.00
Total Revised Amount			\$2,042,857.25

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$760,000.00

Prime Vendor: MTI Limo and Shuttle Services, Inc.

Agenda Item No.: 23-0712

Meeting Date: 10/18/2023

Prime Status: African American Male Business Enterprise
Location: College Park, GA
County: Fulton County
Prime Value: \$760,000.00 or 100.00%

Total Contract Value: \$760,000.00 or 100.00%
Total Certified Value: \$760,000.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contractor's Performance Report
Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$522,857.25
Previous Adjustments: \$760,000.00
This Request: \$760,000.00
TOTAL: \$2,042,857.25

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5223-1160: General, Real Estate and Asset Management, Professional Services-

Agenda Item No.: 23-0712

Meeting Date: 10/18/2023

\$760,000.00 "Subject to availability of funding adopted for FY 2024 by the BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21RFP131973C-MH

BID/RFP# TITLE: Bus and Shuttle Services

ORIGINAL APPROVAL DATE: 2/16/2022

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$760,000.00

COMPANY'S NAME: MTI Limo and Shuttle Services, Inc.

ADDRESS: 2581 Sullivan Road

CITY: College Park

STATE: GA

ZIP: 30337

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #21RFP131973C-MH

FULTON COUNTY, GEORGIA

MTI LIMO AND SHUTTLE SERVICES, INC.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Mike Teye
CEO**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#:20-0683 RM:10/7/2020 REGULAR MEETING
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Performance Evaluation Details

ID	E3
Project	Bus and Shuttle Services
Project Number	21RFP131973C-MH
Supplier	MTI LIMO AND SHUTTLE SERVICES INC
Supplier Project Contact	CAMERON IJAMES (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	04/07/2023
Evaluation Type	Formal
Interview Date	04/06/2023
Expectations Meeting Date	05/31/2023
Status	Completed
Publication Date	04/07/2023 08:22 PM EDT
Completion Date	04/07/2023 08:22 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments The project Management and Ownership understands the goal of providing the county's passengers with the highest quality of customer service.

SCHEDULE

14/20

Rating Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments Company continues to work on improving transportation initiative for scheduling staff and equipment to service several of the county department's projects.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments The daily shuttle service to the Courthouse and County government offices continues to be on time daily for the first quarter in this year.

Also, the shuttle bus transportation has meet our juror's capacity exceedingly over three hundred on off-peak days of Friday.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating Excellent: Co-operative and timely response to the User Department concerns.

Comments When our government has had to hold court jurors over nearest to 7:30 pm, the bus company meet the transportation need within an hour time of notice.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments Transportation Company MTI does meet the contract expectations.

GENERAL COMMENTS

Comments The Bus Company understands and express a desire to support us in provide first class customer service to our jurors and employees each and everyday that they ride to and from Fulton County facilities.

Contract Renewal Evaluation Form

Date:	July 25, 2023
Department:	Department of Real Estate and Asset Management
Contract Number:	21RFP131973C-MH
Contract Title:	Bus and Shuttle Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

We cannot reduce the scope of this contract because DREAM has covered as many hours as possible using the limited in-house resources. This contract provides transportation services for County employees, jurors, and special transportation for other County agencies. The daily bus service operates primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor Office located at 135 Peachtree Street, Central Library located at 1 Margaret Mitchell Square NW and the Fulton County Health Services building located at 10 Park Place, and Juvenile Court located at 395 Pryor Street.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Due to unique nature of this service the vendors contacted did not show much interest in this program. It requires dedicated personnel and equipment for many nonconsecutive hours. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-374 and 102-375, Competitive Sealed Bid.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name: Tom Charron Pamela Williams Jennifer Rider Marcia Norris	Cobb County DeKalb County Gwinnett County Fayette County Court
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	Click here to enter text.
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	N/A

Explanation / Notes:

The agencies listed do not provide shuttle service for jurors. Jurors are provided free parking. The jurors in Cobb have specific 75 parking space number in county owned parking lot, or a larger number of jurors that require additional offsite parking accommodations are provided by the Sheriff's Department.

Other (Describe in detail the analysis conducted and the outcome):

Several agencies were contacted. None of them provide shuttle service for jurors.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2023: The County expenditure as of 7/25/2025, \$355,128.77
 FY2022: The County spent \$460,267.89
 FY2021: The County spent \$630,104.76
 FY2020: The County spent \$616,234.67

4. Does the renewal option include an adjustment for inflation? Yes No
 (Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
------------------------	-----------------------------

Price paid: [Click here to enter text.](#)

Inflation rate: [Click here to enter text.](#)

Adjusted price: [Click here to enter text.](#)

Percent difference between past purchase price and renewal price: [Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. **Is this a seasonal item or service?** Yes No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** Yes
 No **If yes, attach the analysis.**

7. **What would be the impact on your department if this contract was not approved?**

Fulton County would not be able to provide the essential service of transporting jurors to the court buildings. In addition to the many employees that are transported five days per week to their respectful worksite throughout the county.

Barbara Burden, Fleet Operation Manager

July 25, 2023

Prepared by

Date

Joseph N. Davis, Director

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0713

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB136993C-GS, Medical and Clinical General Cleaning Services in an amount not to exceed \$440,290.00 with Intercontinental Commercial Services, Inc. (ICS, Inc.) (Lawrenceville, GA), to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background Request approval to renew an existing contract to provide the highest quality medical and clinical general cleaning services for selected Fulton County Health facilities for FY2024.

Scope of Work: This contract furnishes all materials, labor, equipment, and appurtenances necessary to provide the highest quality medical and clinical general cleaning services at the

following Fulton County Health facilities:

1. Adamsville Regional Health Center with a total cleanable sq. ft. of 25,200
2. Center for Rehabilitation with a total cleanable sq. ft. of 44,520
3. Fulton County Public Health at 10 Park Place with a total cleanable sq. ft. of 40,221
4. Oakhill Child, Adolescent and Family Center with a total cleanable sq. ft. of 30,576
5. College Park Regional Health Center with a total cleanable sq. ft. of 35,280

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected health facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the total amount of \$440,290.00, is an increase of \$110,000.00 over 2023. The increase is largely because the original contract, approved on May 1, 2023, Agenda Item #23-0309, was initially for 8-months.

This is a time and material contract. The total requested spending authority in the amount of \$440,290.00 covers the cost for materials, cleaning supplies and labor hours to maintain the required cleaning services for the full 12-months of FY2024.

Project Implications: This contract is designed to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is a critical component to keeping a healthy and productive environment.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, the Department will not be able to provide medical and clinical cleaning services for selected County health facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0309	5/3/23	\$330,218.00
1st Renewal			\$440,290.00
Total Revised Amount			\$770,508.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$440,290.00

Prime Vendor: Intercontinental Commercial Services, Inc.
Prime Status: Asian American Male Business Enterprise
Location: Lawrenceville, GA
County: Gwinnett County

Agenda Item No.: 23-0713

Meeting Date: 10/18/2023

Prime Value: \$440,290.00 or 100.00%

Total Contract Value: \$440,290.00 or 100.00%

Total Certified Value: \$440,290.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor's Performance Report

Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$330,218.00

Previous Adjustments: \$0.00

This Request: \$440,290.00

TOTAL: \$770,508.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5212-1176: General, Real Estate and Asset Management, Cleaning Services- \$440, 290.00
"Subject to availability of funding adopted for FY 2024 by BOC"

Agenda Item No.: 23-0713

Meeting Date: 10/18/2023

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating:73

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2023

Report Period End:
9/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB136993C-GS

BID/RFP# TITLE: Medical and Clinical General Cleaning Services

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/01/ 2024 THROUGH 12/ 31/2024

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$440,290.00

COMPANY'S NAME: Intercontinental Commercial Services, Inc. (ICS, Inc.)

ADDRESS: 912 Hurricane Shoals Road, NE

CITY: Lawrenceville

STATE: GA

ZIP: 30043

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:** 23-0309

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #23ITB136993C-GS

FULTON COUNTY, GEORGIA

INTERCONTINENTAL COMMERCIAL SERVICES, INC. (ICS, INC.)

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Kelly B. Adamson
Vice President of Sales**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Medical and Clinical General Cleaning Services
Project Number	23ITB136993C-GS
Supplier	Intercontinental Commercial Services, Inc. (ICS, Inc.)
Supplier Project Contact	Tony Kim (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	05/31/2023
Status	Draft
Evaluation Score	73

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

- Evaluation Score Range
- Outstanding = 90-100%
- Excellent = 80-89%
- Satisfactory = 70-79%
- Needs Improvement = 50-69%
- Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

ICS due to no fault of their own started the contract in the middle of the year of 2023. The vendor came in with a positive attitude and very receptive of hearing our needs and desires of our expectations of janitorial services. ICS is showing consistency with providing supplies and monitoring/managing the staff to ensure a good quality of cleaning is being provided. The project manager is making the lines of communication easy; she is very receptive of receiving concerns or issues and work to rectify either. The overall general cleaning of most of the five contracted facilities is satisfactory.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

ICS is very receptive to the needs or concerns of the facilities and has acted to either in a timely manner. They ensure that the buildings are staffed and that their staff is trained on what is expected to maintain the cleanliness of the facility. The Project Manager or Management responds with quick action if supplies are needed or if a cleaning concern presents itself. ICS timeliness of performance has been consistent and well received by staff in the buildings and center managers.

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

The Project Manager has remained consistently available and willing to address issues or concerns. An open line of communication has remained and the desire to continue to build a better business relationship continues. All issues have been addressed in a prompt manner.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

ICS has been and continue to be very accommodating during this beginning adjustment period of the contract. ICS is continually working to provide customer satisfaction for cleaning of the facilities.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

ICS is showing great professionalism when it comes to sending their invoices in a timely manner and with addressing any discrepancies such as correcting address issues in the AMS data base. The vendor jumped right on correcting this issue to ensure that payment will be received on time.

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 24, 2023
Department:	Real Estate and Asset Management
Contract Number:	23ITB136993C-GS
Contract Title:	Medical and Clinical General Cleaning Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope of work for this contract cannot be reduced because we do not have the in-house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County health facilities.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	City of Atlanta/Vince Williams
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Yes, the prices are comparable.

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut, it depends a great deal on the company and building type.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**

The County spent \$346,160.00 in 2022. The County expenditures as of 9/8/2023 is \$168,217.47.

4. **Does the renewal option include an adjustment for inflation?** Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

Couple of these health facilities was performed in-house, but due to critical operation in particular a work control environment that requires restrictive measures for as detail sanitary cleaning that is sustainable to keeping a healthy productive medical environment. Outsourcing this service to professional trained cleaning contractor for maintaining the highest quality medical and clinical general cleaning was the best cost-effective option.

7. What would be the impact on your department if this contract was not approved?

If this award is not approved, there will be a delay in providing Janitorial Services for selected Fulton County Health Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

Richie Carter

Richie Carter, Building Services Mgr.

September 8, 2023

Prepared by

Date

JD

Joe Davis, Director

September 8, 2023

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0714

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in an amount not to exceed \$1,500,000.00 with (A) 5 Star Office Furniture, Inc. (Avondale Estates, GA) in an amount not to exceed \$675,000.00 and (B) Office Design Concepts Georgia, LLC (Atlanta, GA) in an amount not to exceed \$575,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in an amount not to exceed \$250,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background

Approval to renew existing contracts to provide modular workstations systems and free standalone furniture on an “as needed” basis for Fulton County for FY2024.

Scope of Work: These contracts furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide a variety of office modular workstations systems and free standalone furniture on an “as needed” basis as requested by user departments.

The Scope of work includes but not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office Relocation/Moves as requested

Office furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations that are designed to accommodate staff functional needs.

A. 5 Star Office Furniture, Inc.: provides new office modular workstation systems and free standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture for Typical A, B & C manufacturer brand furniture; and standby for requested office relocation moves.

B. Office Design Concept GA, LLC: provides new office modular workstation systems and free standalone furniture, replacement components, and inventory of parts and supplies for new and existing furniture for Typical A, B & C manufacturer brand furniture; and standby for requested office relocation moves.

C. Beltmann Relocation: provides all labor for breaking down and reconfigurations of existing workstations, miscellaneous labor to include handling and transportation for requested office relocation moves, and secure warehouse storage space.

Community Impact: None of which the Department is.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the total amount of \$1,500,000.00, remains the same as 2023 even though costs have increased due to office furniture and accessories/materials high in demand, industry wide shortages, new construction building expansions and renovations which are affecting challenges to the global supply chain for FY2024.

This is a time and material contract. The requested spending authority in the total amount of \$1,500,000.00 covers the cost for modular workstations systems, required materials, transportation, and labor rates for installing/reconfiguration of new & existing office furniture for FY2024.

Project Implications: These contracts provide all the necessary labor, equipment, transportation, and materials to provide modular furniture and free-standing furniture to countywide agencies.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, this will negate the department’s ability to provide modular furniture and free-standing furniture for Countywide agencies.

Contract Modification

(A) 5 Star Office Furniture, Inc.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	21-1041	12/15/21	\$600,000.00
1 st Renewal	22-0728	10-5-22	\$675,000.00
2nd Renewal			\$675,000.00
Total Revised Amount			\$1,950,000.00

(B) Office Design Concepts Georgia, LLC

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	21-1041	12/15/21	\$400,000.00
1 st Renewal	22-0728	10-5-22	\$575,000.00
2nd Renewal			\$575,000.00
Total Revised Amount			\$1,550,000.00

(C) Beltmann Relocation Group

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	21-1041	12/15/21	\$200,000.00
1 st Renewal	22-0728	10-5-22	\$250,000.00
2nd Renewal			\$250,000.00
Total Revised Amount			\$700,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$1,500,000.00

**(A)
Contract Value: \$675,000.00**

**Prime Vendor: 5 Star Office Furniture, Inc.
Prime Status: White Female Business Enterprise
Location: Avondale Estates, GA**

County: DeKalb County
Prime Value: \$585,000.00 or 90.00%

Subcontractor: Synergy Installation
Subcontractor Status: Non-Minority
Location: Suwanee, GA
County: Gwinnett County
Contract Value: \$90,000.00 or 10.00%

Total Contract Value: \$675,000.00 or 100.00%
Total Certified Value: \$585,000.00 or 90.00%

(B)
Contract Value: \$575,000.00

Prime Vendor: Office Design Concepts Georgia, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$575,000.00 or 100.00%

Total Contract Value: \$575,000.00 or 100.00%
Total Certified Value: \$575,000.00 or 100.00%

(C)
Contract Value: \$250,000.00
Prime Vendor: Beltmann Relocation
Prime Status: Non-Minority
Location: Stone Mountain, GA
County: DeKalb County
Prime Value: \$250,000.00 or 100.00%

Total Contract Value: \$250,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$1,500,000.00 or 100.00%
Grand Certified Value: \$1,160,000.00 or 77.33%

Exhibits Attached

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Contractor's Performance Reports
- Exhibit 3: Contract Renewal Evaluation Form

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-377

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$1,200,000.00
Previous Adjustments:	\$1,500,000.00
This Request:	\$1,500,000.00
TOTAL:	\$4,200,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

100-TBD-TBD-1458: General, Real Estate and Asset Management, To-Be Determine -\$1,500,000.00
“Subject to availability of funding adopted for FY2024 by BOC, and the contingent approval for user departments”.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 0 Renewals remain

Overall Contractor Performance Rating:

5 Star	82
Office Design	88
Beltmann	85

Agenda Item No.: 23-0714

Meeting Date: 10/18/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130147C-GS (A)

BID/RFP# TITLE: Modular Workstations and Free-Standing Furniture Countywide

ORIGINAL APPROVAL DATE: 12/15/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$675,000.00

COMPANY'S NAME: 5 Star Office Furniture, Inc.

ADDRESS: 2864 Franklin Street

CITY: Avondale Estate

STATE: Georgia

ZIP: 30002

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130147C-GS (A)

FULTON COUNTY, GEORGIA

5 STAR OFFICE FURNITURE, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Trish Floyd,
Principal/ CFO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130147C-GS (B)

BID/RFP# TITLE: Modular Workstations and Free-Standing Furniture Countywide

ORIGINAL APPROVAL DATE: 12/15/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$575,000.00

COMPANY'S NAME: Office Design Concepts Georgia, LLC

ADDRESS: 3355 Lenox Road, Suite 750

CITY: Atlanta

STATE: Georgia

ZIP: 30326

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130147C-GS (B)

FULTON COUNTY, GEORGIA

**OFFICE DESIGN CONCEPTS
GEORGIA, LLC**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Sabrina Washington Sylvan,
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130147C-GS (C)

BID/RFP# TITLE: Modular Workstations and Free -Standing Furniture Countywide

ORIGINAL APPROVAL DATE: 12/15/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$250,000.00

COMPANY'S NAME: Beltmann Relocation Group

ADDRESS: 4897 Lewis Road

CITY: Stone Mountain

STATE: Georgia

ZIP: 30087

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130147C-GS (C)

FULTON COUNTY, GEORGIA

BELTMANN RELOCATION GROUP

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Charlie Shockley,
Account Executive

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Modular Workstations and Free Standing Furniture
Project Number	21ITB130147C-GS
Supplier	Office Design Concept GA llc
Supplier Project Contact	SABRINA WASHINGTON-Sylvan (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Evaluation Type	Formal
Interview Date	08/22/2023
Expectations Meeting Date	08/22/2023
Status	Draft
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments Vendor has demonstrated outstanding performance level, with minimal issues and vendor has met contract requirements.

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments Vendor demonstrated an outstanding delivery and installation performance. There are no, or minimal, delays that impact achievement of contract requirements.

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments Vendor is very responsive to inquiries and/or technical question and administrative issues and meets contract expectation.

CUSTOMER SATISFACTION

17/20

Rating Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments Vendor representative communicates very well with the user department, very professional and responsive to user department's request.

COST CONTROL

17/20

Rating Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments Vendor meets contract pricing and in compliance with invoice submission.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	Modular Workstations and Free Standing Furniture
Project Number	21ITB130147C-GS
Supplier	5 Star Office Furniture, Inc
Supplier Project Contact	Patricia Floyd (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	03/31/2023 to 06/29/2023
Evaluation Type	Formal
Interview Date	08/22/2023
Expectations Meeting Date	08/22/2023
Status	Draft
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating
Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Comments
The vendor has demonstrated an outstanding performance with minimal issues.

TIMELINESS OF PERFORMANCE

14/20

Rating
Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.
Comments
The vendor has demonstrated an outstanding performance, with minimal delays from manufactures. some manufactures have had long delay due to supply chain issues.

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments
The vendor has demonstrated outstanding performance to response to inquiries and service and administrative issues.

CUSTOMER SATISFACTION

17/20

Rating
Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.
Comments
Vendor meets and communicates very well with User Department and responsive to user request.

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments
Vendor meets with contract pricing requirements.

GENERAL COMMENTS

Comments
Not Specified

Performance Evaluation Details

ID	E1
Project	Modular Workstations and Free Standing Furniture
Project Number	21ITB130147C-GS
Supplier	BELTMANN RELOCATION GROUP
Supplier Project Contact	CHARLIE SHOCKLEY (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Evaluation Type	Formal
Interview Date	08/22/2023
Expectations Meeting Date	08/22/2023
Status	Draft
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments Contractor has demonstrated an outstanding performance, requirements met with minimal issues reported.

TIMELINESS OF PERFORMANCE

14/20

Rating Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments The contractor meets the contract performance expectation for contract requirements no or minimal delays. Due to Covid, contractor lead-time's have been extended on some occasions due to limited manpower.

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments The contractor has demonstrated an outstanding performance, Response to inquiries and administrative issues within a timely and professional manner.

CUSTOMER SATISFACTION

17/20

Rating Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments The contractor representative has demonstrated an outstanding performance, Response to inquiries and administrative issues within a timely and professional manner.

COST CONTROL

17/20

Rating Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments Vendor has had minimal contract pricing issues and is in compliance with contract pricing.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	July 17, 2023
Department:	Real Estate and Asset Management
Contract Number:	21ITB130147C-GS
Contract Title:	Modular Workstations and Free-Standing Furniture Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Identification of FF&E products that have Extended to Lifetime Warranties that reduce the cost of ownership over the life of the products. These contracts furnish all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide a variety of office modular workstations systems and free standalone furniture on an “as needed” basis as requested for Fulton County. Breaking down and reconfigurations of existing workstations and office relocation by requested user departments.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	<i>August 4, 2023</i>
	Price found:	<i>Prices vary pending styles</i>
	Different features / Conditions:	<i>Manufactures/Styles</i>
		<i>Varies</i>
	Percent difference between internet price and renewal price:	<i>Varies</i>

Explanation / Notes:

FF&E products varies between manufacture and styles of products, dealer prices are similar but differ base of dealer discounts as much as 15% - 50%.

Market Survey of other jurisdictions:

Date contacted:	Aug. 4, 20123
Jurisdiction Name / Contact name:	City of Atlanta/Shirlaine Clark
Date of last purchase:	FY 2023
Price paid:	Variable based on request.
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	5% - 10%
Are they aware of any new vendors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Pricing Comparable

Explanation / Notes: *N/A*

[Click here to enter text.](#)

Other (Describe in detail the analysis conducted and the outcome):

[Click here to enter text.](#)

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2023 The County allocated expenditures as of 7/17/2023, \$602,642.66

FY2022 The County spent \$824,920.82

FY2021 The County spent \$1,142,715.98

FY2020 The County spent \$1,252,278.74

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	August 4, 2023
Price paid:	\$2,542.00
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Variable, all orders are different.

Explanation / Notes:

N/A

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

Fulton County DREAM does not provide FF&E Services.

7. What would be the impact on your department if this contract was not approved?

Without this Furniture contract DREAM would not be able to provide control, monitoring & Design of FF&E services/procurement for Buildout of Renovation projects for other Fulton County Departments.

Keith Johnson

**Keith Johnson, Construction Project
Manager Sr.**

August 9, 2023

Prepared by

Date

Joseph N. Davis, Director

Joseph N. Davis
Department Head

8/10/23

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0715

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITB135741C-GS, Fire Sprinkler Protection System Maintenance Services in an amount not to exceed \$215,000.00 with VSC Fire & Security, Inc. (Norcross, GA), to provide fire sprinkler protection system maintenance services for Countywide facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: This contract furnishes all materials, parts, labor, equipment, and appurtenances necessary to provide quarterly flow tests and verification of associated alarms; one annual inspection; testing and maintenance of sprinkler, fire pumps and hydrants; post tag at each Fire Department connection and system control valve; and inspection and testing for Fulton County facilities. In addition, this renewal will provide service to the new Central Warehouse and the Fulton County Animal Shelter.

Scope of Work: The Scope of Work also include copies of State of Georgia Certificate (Georgia

Department of Insurance and Fire Safety requires technicians/Inspectors to have NICET Level III Certification in Inspection and Testing of Water-Based Systems) or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems.

Community Impact: This contract focuses on the safety of the buildings which are visited by citizens. This contract covers the annual maintenance and inspection of the fire sprinkler protection system in the buildings for any deficiency that may be observed that would put the building out of compliance. In addition, any corrective repairs that need to be conducted to maintain the systems in operation and ensure compliance with fire codes are provided under this contract.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

This is a time and materials contract. The requested total spending authority of \$215,000.00, is an increase of \$15,000 over 2023 due to a 4.36% increase in cost to maintain the new 588,000 Sq. Ft. Central Warehouse and the Fulton County Animal Shelter. (This cost is based on the current \$0.70 cost per sq ft it takes to maintain Greater Fulton's major facilities serviced in North and South Fulton). The requested amount covers the costs for replacement of all parts/components and labor for inspections and required maintenance repairs for fire protection systems including fire pumps and dry systems for Countywide facilities as well as any identified deficiencies that the County would be liable for the repairs. This contract also will allow the County to maintain operation with Contractor and ensure compliance with fire codes mandated by the State Fire Marshal for FY2024.

Project Implications: These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies such as the Sheriff's Office and Marshal's Department.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, the Department will not be able to provide the required maintenance and testing of fire sprinkler protection system in Countywide facilities to determine deficiencies in the systems, it will increase the risk potential for the County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$200,000.00
1st Renewal			\$215,000.00
Total Revised Amount			\$415,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **\$215,000.00**

Prime Vendor: **VSC Fire & Security, Inc.**

Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$215,000.00 or 100.00%

Total Contract Value: \$215,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Contractor's Performance Reports
- Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$200,000.00
Previous Adjustments: \$0.00
This Request: \$215,000.00
TOTAL: \$415,000.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 23-0715

Meeting Date: 10/18/2023

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance-\$135,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance-\$80,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 1 renewal option

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
2/1/2023

Report Period End:
7/31/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department Of Real Estate & Asset Management

BID/RFP NUMBER: 22ITB135741C-GS

BID/RFP TITLE: Fire Sprinkler Protection System Maintenance Services

ORIGINAL APPROVAL DATE: February 1, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$215,000.00

COMPANY'S NAME: VSC Fire & Security

ADDRESS: 1780 Corporate Drive, Suite 425

CITY: Norcross

STATE: GA

ZIP: 30093

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 22ITB135741C-GS

FULTON COUNTY, GEORGIA

VSC Fire & Security

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Anthony Johnson
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph Davis, Director
Department Of Real Estate & Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Fire Sprinkler Protection System Maintenance Services
Project Number	22ITB135741C-GS
Supplier	VSC Fire & Security
Supplier Project Contact	Kevin Burkholder (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	02/01/2023 to 07/31/2023
Effective Date	09/05/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/05/2023 12:28 PM EDT
Completion Date	09/05/2023 12:28 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

- Evaluation Score Range
- Outstanding = 90-100%
- Excellent = 80-89%
- Satisfactory = 70-79%
- Needs Improvement = 50-69%
- Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments VSC has repeatedly shown to be a great contractor to work with throughout my dealings with them in all aspects they have been professional.

TIMELINESS OF PERFORMANCE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments VSC Has shown to handle any needs change needed changes or specific direction without issues. projects, and inspections have been completed on time as well.

BUSINESS RELATIONS

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments VSC has handled many emergency service calls with the needed sense of urgency. All other inquiries have been handled within a acceptable time frame.

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments VSC sends invoices as would be expected, and in respectful time frame. all work is inspected by myself, and the fire Marshall. with each time being given approval from both parties.

COST CONTROL

20/20

Rating Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments VSC complies with contract pricing, all cost are clearly identified with explanation.

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	July 20, 2023
Department:	Real Estate and Asset Management
Contract Number:	22ITB135741C-GS
Contract Title:	Fire Sprinkler Protection System Maintenance Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

These are services and maintenance requirements mandated in NFPA -1 the Fire and Life Safety Code. Requirements for these services are mandated in NFPA (National Fire Prevention Association) Specification 25, "Inspection, Testing and Maintenance of Water based fire protection systems". The Code calls for State licensed contractors to carry out this work. The scope of work is defined and no reduction is possible. However internal resources are used for inspection and repair where a contractor's license is not mandated. This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provides three (3) quarterly inspection of sprinkler system and associated alarms, one annual inspection, testing and repair, where necessary, of the sprinkler system and fire pumps for all Fulton County facilities equipped with Fire Sprinklers. This contract is also used for rectification of deficiencies observed during quarterly or annual inspections.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The existing prices for fire sprinkler protection system maintenance reflect the current market rates as of today. This service was conducted in accordance with all applicable provisions of the Fulton County Purchasing Code Section 102-373, all Competitive Sealed Bids.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices are comparable to Fulton County.

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

It is difficult to make a reasonable cost analysis in this type of services. Each building is unique in the design of fire safety requirements and no two buildings can probably have similar installations. Therefore comparing costs incurred on a different group of buildings with that for a certain group of Fulton County buildings may not yield useful information.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**

The County spent \$419,232.48 in FY2022. The County expenditures as of 7/20/2023, is \$61,530.55

4. **Does the renewal option include an adjustment for inflation?** Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

5. **Is this a seasonal item or service?** Yes No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** Yes
 No **If yes, attach the analysis.**

The County does not have the resources, neither in numbers nor in qualification and training to undertake this job that requires State issued license. This job is defined in Codes NFPA – 1 Fire and Life safety Codes and NFPA – 25 Inspection and Testing of Water Based Fire Protection Systems. It is therefore determined that the County cannot perform these tasks in-house

7. **What would be the impact on your department if this contract was not approved?**

If this contract is not approved, Fulton County will not be in compliance with the State Fire Marshall and the NFPA 25, Inspection Testing and Maintenance of Water-Based Fire Protection Systems. These are activities mandated by the State Fire Marshal and a requirement for accreditation of law enforcement agencies like Sheriff Department, Emergency Communication Department and Marshall Department. Non-compliance also could result in potential life-safety risks for employees and visitors to County buildings.

Vijay Nair, Central Bldg. Maintenance Mgr.
Willie Perryman, Greater Bldg. Maintenance Mgr.

Prepared by

Joe Davis, Director

Department Head

July 20, 2023

Date

[Click here to enter a date.](#)

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0716

Meeting Date: 10/18/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 21ITBC000023A-CJC, Water Meter Vaults, in an amount not to exceed \$236,072.00 with Bartow Precast Inc., (Cartersville, GA) to provide water meter vaults. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: Department of Public Works recommends approval to renew the existing contract with Bartow Precast, Inc. to provide water meter vaults.

Scope of Work: Provide water meter vaults for the Water Distribution System throughout North Fulton County of the Chattahoochee River. The water meter vaults are used for installation of new water service and the replacement of small and medium size water meters.

This is an indefinite quantity unit price contract. The quantities for unit price items are estimated

annually and are subject to either increase or decrease. Unit prices remain unchanged. The increase in the spending authority is due to adjustment in estimated quantities for FY2024.

Community Impact: Without a readily available supply of water vaults, the installation of new water services will not be possible. Maintenance of the water system will be impacted.

Department Recommendation: The Department of Public Works recommends approval to renew the existing contract with Bartow Precast, Inc., to provide water meter vaults with no renewal option remaining.

the Water Distribution System throughout North Fulton County of the Chattahoochee River.

Project Implications: Maintaining the Water Distribution System and providing new services will be affected.

Community Issues/Concerns: Public Works is not aware of any Community Issues or concerns.

Department Issues/Concerns: If not funded, the Department is concerned it will restrict our ability to properly maintain the Water Distribution System and provide new service installations.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0978	12/1/2021	\$200,000.00
1st Renewal	22-0861	11/16/2022	\$200,000.00
Amendment #1	23-0230	4/12/2023	\$00.00
2nd Renewal			\$236,072.00
Total Revised Amount			\$636,072.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$236,072.00

Prime Vendor: Bartow Precast Inc.
Prime Status: Non-Minority
Location: Cartersville, GA
County: Bartow County
Prime Value: \$236,072.00 or 100.00%

Total Contract Value: \$236,072.00 or 100.00%
Total Certified Value: \$0.00 or 00.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Agenda Item No.: 23-0716

Meeting Date: 10/18/2023

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Contractor Performance Report
- Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$400,000.00
Previous Adjustments: \$0.00
This Request: \$236,072.00
TOTAL: \$636,072.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$236,072.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No options remain

Agenda Item No.: 23-0716

Meeting Date: 10/18/2023

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 21ITBC000023A-CJC

BID/RFP TITLE: Water Meter Vaults

ORIGINAL APPROVAL DATE: 12-01-2021

RENEWAL EFFECTIVE DATES: 01-01-2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$236,072.00

COMPANY'S NAME: Bartow Precast, Inc

ADDRESS: 1504 Sugar Valley Road SW

CITY: Cartersville

STATE: GA

ZIP: 30120

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Bartow Precast, Inc

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Michael Tidwell
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Contract Renewal Evaluation Form

Date:	August 30, 2023
Department:	Public Works
Contract Number:	20ITBC000023A-CJC
Contract Title:	Water Meter Vaults

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope and cost reduction efforts of this contract are limited since this contract is to renew existing contract for water meter vaults. The water meter vaults are necessary for replacement of failed and aged units and are used to effectively maintain the existing Water Distribution System in Fulton County. If this contract was reduced it could delay the department's response time in responding to any new water service installations, repairs, and/or replacements. A contract for water meter vaults must be in place each year to insure availability of water meter vaults.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	8/3/2023
	Price found:	Pricing varies due to the different types of water meter vault sizes.
	Different features / Conditions:	1' Riser for 13' x 7' Vault, 2' Riser for 13' x 7' Vault, 10' x 6' x 7' Precast Vault, 1' Riser for 10' x 6' Vault
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 2-314, contracts such as this shall have a competitive bid. Since this contract is over \$50,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 3, 4, 5 and 7 of the contract pricing sheet, 1' Riser for 15' x 9' Vault, 2' Riser for 15' x 9' Vault, 13' x 7' x 7' Precast Vault, 1' Riser for 13' x 7' Vault. Samples of the internet pricing of material out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing are significantly higher than contracted municipal pricing. The

internet price which is 24% - 26% higher because it is quoting gross prices, however the County purchases several different types of Water Meter Vaults, therefore the prices are lower.

Example:	<u>Our Price</u>	<u>Compared Price</u>
Line #3 – 1' Riser for 13' x 7' Vault	\$764.00	\$939.72
Line #4 – 2' Riser for 13' x 7' Vault	\$1,235.00	\$1,531.40
Line #5 – 10' x 6' x 7' Precast Vault	\$2,948.00	\$3,685.00
Line#7 - 1' Riser for 10' x 6' Vault	\$619.00	\$767.56

Market Survey of other jurisdictions:

Date contacted:	8/3/2023
Jurisdiction Name / Contact name:	Douglas County / Joseph Morency (Unavailable/ No Answer)
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Pricing varies per item and per size of the particular meter vaults.

Explanation / Notes:

Surrounding jurisdictions such as Dekalb County, City of Atlanta, Gwinnett County, Douglas County, Clayton County, and the Cobb County use water meter vaults.

Other (Describe in detail the analysis conducted and the outcome):

[Click here to enter text.](#)

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**

[Click here to enter text.](#)

4. **Does the renewal option include an adjustment for inflation?** Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	7/28/2023
Price paid:	\$5,060.00
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

5. **Is this a seasonal item or service?** Yes No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** Yes No **If yes, attach the analysis.**

A service contract for Water Meter Vaults is needed by the Public Works Department on a year-round basis to complete the process for installing new water service installations, repairs, and replacement. This contract is essential to the on-going operations of the Water Distribution System to ensure availability of water meters required by state law.

7. **What would be the impact on your department if this contract was not approved?**

Approval by the Board of Commissioners in the renewal of this contract is critical for the Public Works Department to effectively complete the process of installing new water meter vaults. If this contract is not renewed, it could delay the department's response time in responding to any failed or aged meter vaults within the Water Distribution System.

Performance Evaluation Details

ID	E1
Project	21ITBC000023A-CJC
Project Number	Water Meter Vaults
Supplier	Bartow Precast, Inc
Supplier Project Contact	Michael Tidwell (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	08/31/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/31/2023 01:38 PM EDT
Completion Date	08/31/2023 01:38 PM EDT
Evaluation Score	94



09/26/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments The meter vaults are excellent quality and we have not had any issues to report.

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments No issues to report. The vaults are readily available when needed.

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments No issues to report.

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments Bartow is available when needed and provides a clear line of communication.

COST CONTROL

20/20

Rating Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments No issues to report.

GENERAL COMMENTS

Comments None



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0717

Meeting Date: 10/18/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22ITB093A-KM, Fire Hydrants Maintenance and Repairs in the amount not to exceed \$200,000.00 with American Flow Service, LLC (Conyers GA), to provide fire hydrants maintenance and repairs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: This request is to renew the existing contract to provide Fire Hydrants Maintenance and Repair.

Scope of Work: This contract will furnish all materials, labor, tools, equipment, and appurtenances necessary for providing fire hydrant maintenance and repairs for the Department of Public Work. This is an indefinite quantity unit price contract.

Community Impact: Fire hydrants need to be maintained to ensure that they are properly functioning and operating for use by the various Fire Departments in extinguishing fires when called upon during emergencies.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: There are four (4) city Fire Departments, Milton, Alpharetta, Roswell, and Johns Creek, within the North Fulton Water System. Each city Fire Department reports specific fire hydrant problems to Fulton County when discovered. The fire hydrant maintenance and repair contract allow Fulton County to correct these problems in a timely manner. Properly maintaining the water distribution system ensures fire extinguishing capabilities and provides customer safety and confidence of the water system.

Community Issues/Concerns: None that are known by the Public Works Department.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this agenda item

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0248	04/12/2023	\$200,000.00
Renewal No.1			\$200,000.00
Total Revised Amount			\$400,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$200,000.00

Prime Vendor: American Flow Services

Prime Status: Non-Minority

Location: Conyers, GA

County: Rockdale County

Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$200,000.00
 Previous Adjustments: \$0.00
 This Request: \$200,000.00
 TOTAL: \$400,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$200,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 6/1/2023
Report Period End: 8/31/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITB093A-KM

BID/RFP TITLE: Fire Hydrant Maintenance and Repairs

ORIGINAL APPROVAL DATE: April 12, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024, to December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1 renewal option remains

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: American Flow Services, LLC

ADDRESS: 405 Derbyshire CT

CITY: Conyers

STATE: GA

ZIP: 30094

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

American Flow Services, LLC

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Michael E. Moseley
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Contract Renewal Evaluation Form

Date:	August 17, 2023
Department:	Public Works
Contract Number:	22ITB093-KM
Contract Title:	Fire Hydrants Maintenance and Repairs

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Hydrant repairs are planned to minimize effort and cost. Planning efforts include In-house repairs when feasible. Extensive and/or emergency hydrant repairs often require service provider equipment and resources.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	August 21, 2023
	Price found:	None
	Different features / Conditions:	N/A

Percent difference between internet price and renewal price:

Explanation / Notes: *This is a service contract that responds to the landscaping repairs required during utility maintenance activities. The scope is dependent upon the number of work orders created for various repairs. Minor landscaping activities are planned to minimize effort and cost.*

Internet Search did not reveal any relevant contracts to compare.

Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	

Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Fulton County Public Works Department Water Resources Division will not be able to provide timely fire hydrant repair when required.

Performance Evaluation Details

ID	E1
Project	Fire Hydrant Maintenance and Repairs
Project Number	22ITB093A-KM
Supplier	american flow services,llc
Supplier Project Contact	Michael e Moseley (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	06/01/2023 to 08/31/2023
Effective Date	09/01/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/01/2023 11:29 AM EDT
Completion Date	09/01/2023 11:29 AM EDT
Evaluation Score	85



9/5/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Comments Hydrant maintenance and repairs are performed with high quality.

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.
Comments No timeliness of performance issues to report.

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments The contractor is quick to respond with any issues that may arise.

CUSTOMER SATISFACTION

17/20

Rating Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.
Comments Great communication between Fulco and the contractor.

COST CONTROL

17/20

Rating Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments None

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0718

Meeting Date: 10/18/2023

Department

County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of the Fulton County Operational Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No



Fulton County Operational Report

October 18, 2023

Board of Commissioners Meeting

AGENDA

Public Safety and Technology:

- Justice Systems Performance
- Jail Maintenance and Repairs

Internal Services and Facilities:

- COVID 19 Reserve & ARPA Spend
- Monthly Financial Report
- Monthly Emergency Purchase Orders & Monthly CM Contract Approvals



Justice and Jail Systems Update



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

OCTOBER 18, 2023

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

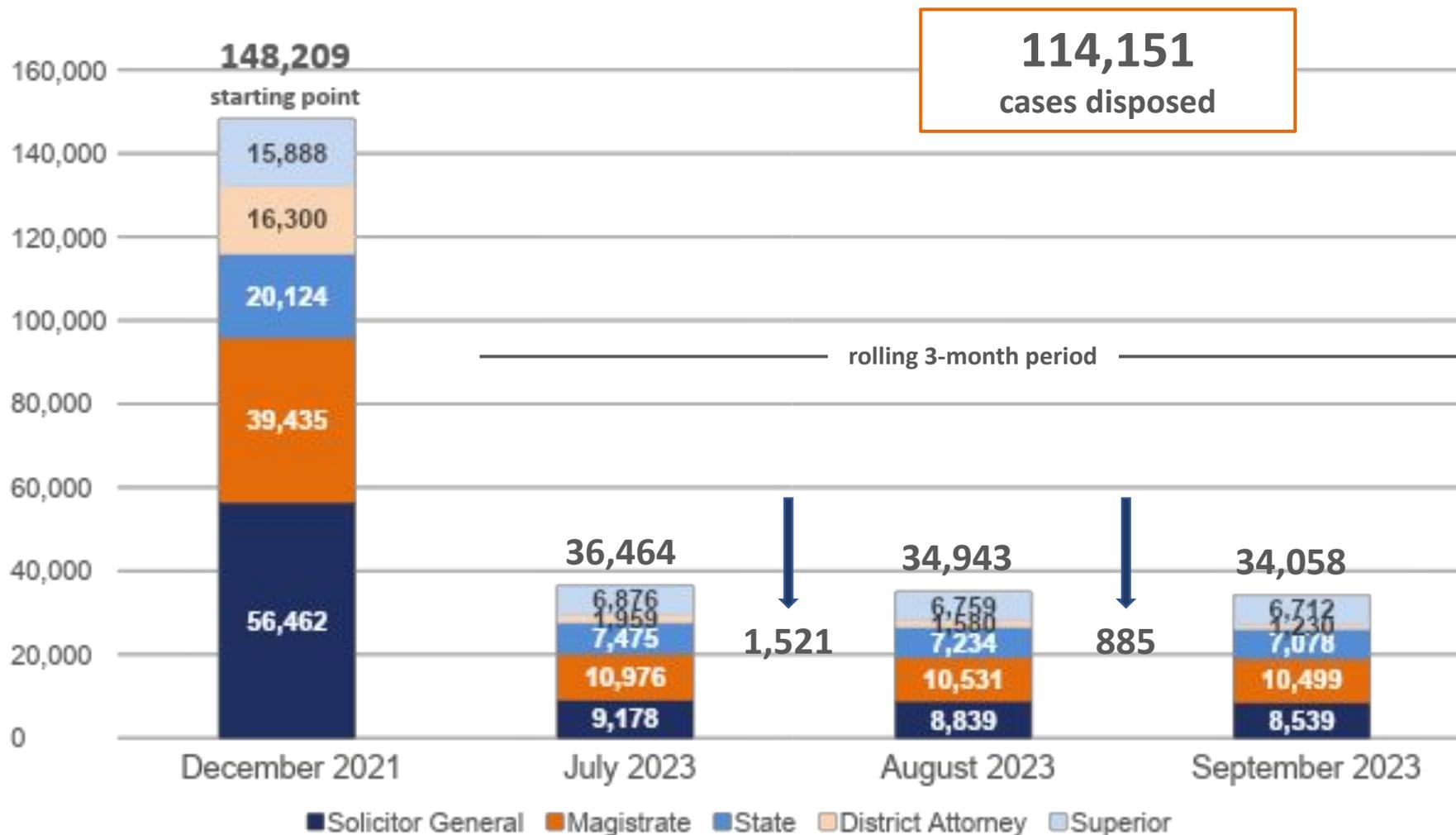
The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **September 30, 2023**, **114,151** cases have been disposed. There are **34,058** pending open and active cases.



PROJECT ORCA CASE REDUCTION

DISPOSITIONS BY OFFICE



PROJECT ORCA CASE REDUCTION

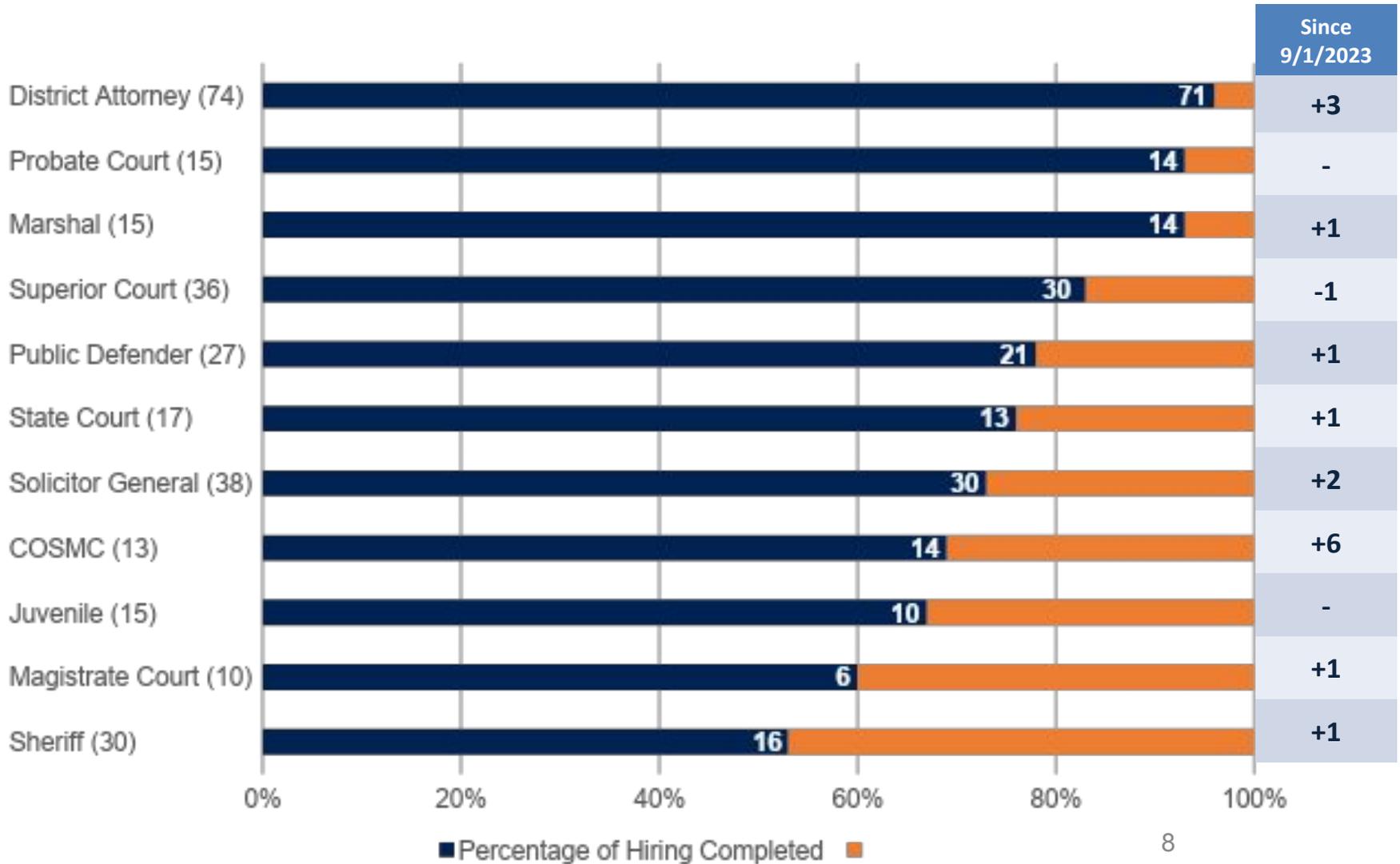
CASE DISPOSITION SUMMARY



Office	September 2023 (Last full month)			Project To Date (12/6/2021 through 9/30/2023)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	214	(228)	9,710	13,540	3,830
District Attorney	356	350	(6)	9,214	15,070	5,856
State	556	337	(219)	12,232	16,154	3,922
Solicitor General	1,540	445	(1,095)	33,880	47,923	14,043
Magistrate	1,091	49	(1,042)	24,002	28,930	4,928
Overall	3,985	1,395	(2,590)	89,038	121,617	32,579

HIRING PROGRESS

HIRING PROGRESS BY DEPARTMENT AS OF 10/2/2023





FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

OCTOBER 18, 2023

AGENDA

01 ORCA CASE REDUCTION

02 **CUMULATIVE CASE REDUCTION**

03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	SEPTEMBER 2023	DELTA <i>(current month to baseline)</i>
Average Length of Stay	30 days	71 days	62 days	9 day decrease
Jail Population Unindicted without other charges	10%	34%	34%	no change <i>(105 less unindicted)</i>
Clearance Rate for Felony Criminal Cases	100%	72%	55%	17% decrease
Felony Cases Disposed within 180 Days	90%	25%	32%	7% increase
Felony Cases Disposed within 365 Days	98%	63%	60%	3% decrease



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

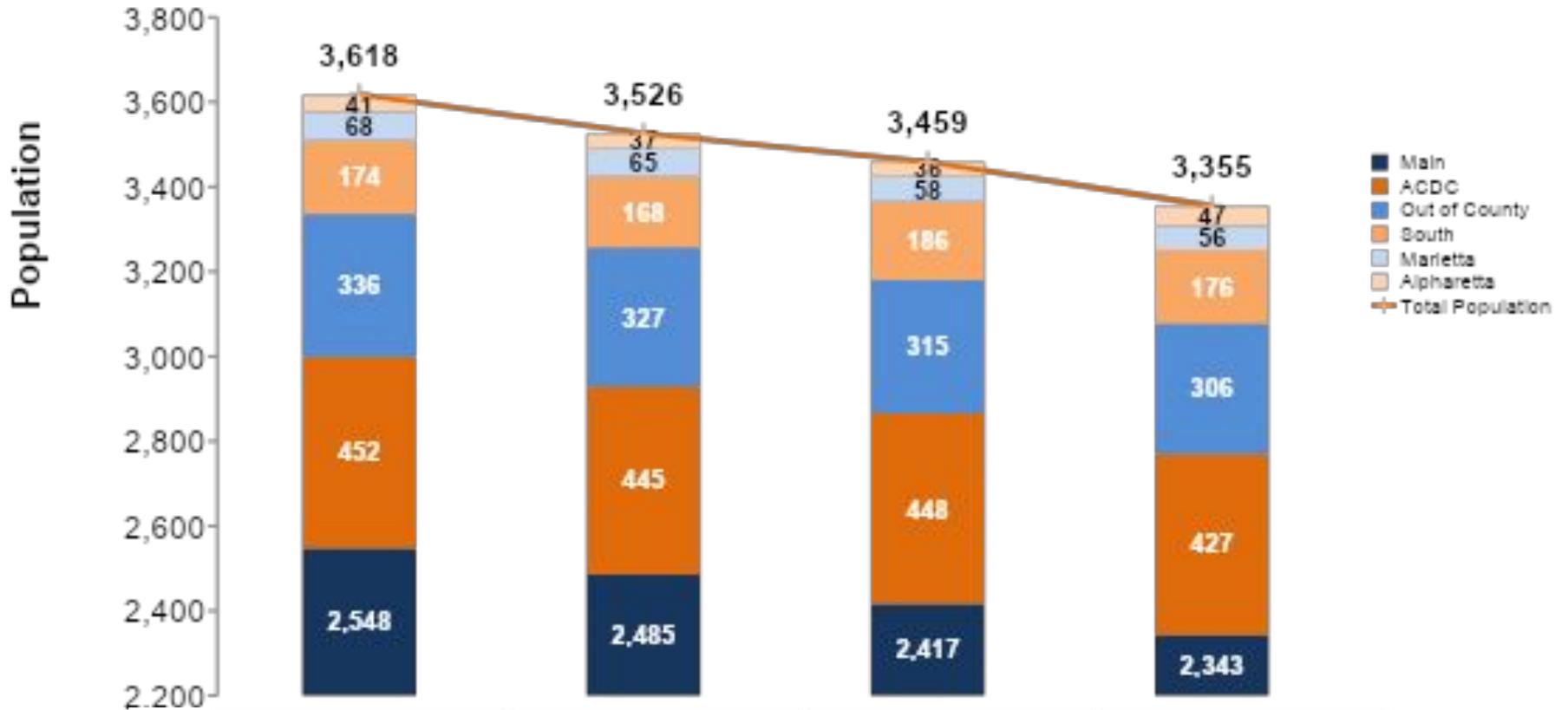
OCTOBER 18, 2023

AGENDA

- 01** ORCA CASE REDUCTION
- 02** CUMULATIVE CASE REDUCTION
- 03** **JAIL POPULATION UPDATE**

AVERAGE WEEKLY POPULATION

9/04/2023 - 10/01/2023



	09/04 - 09/10	09/11 - 09/17	09/18 - 09/24	09/25 - 10/01
Floor	416	359	266	199
Floor %	11.5%	10.2%	7.7%	5.9%
(Avail) Beds	624	633	647	652
Book In	434	421	447	465
Book Out	395	428	499	485
Net	(39)	7	52	20

AVERAGE WEEKLY JAIL POPULATION

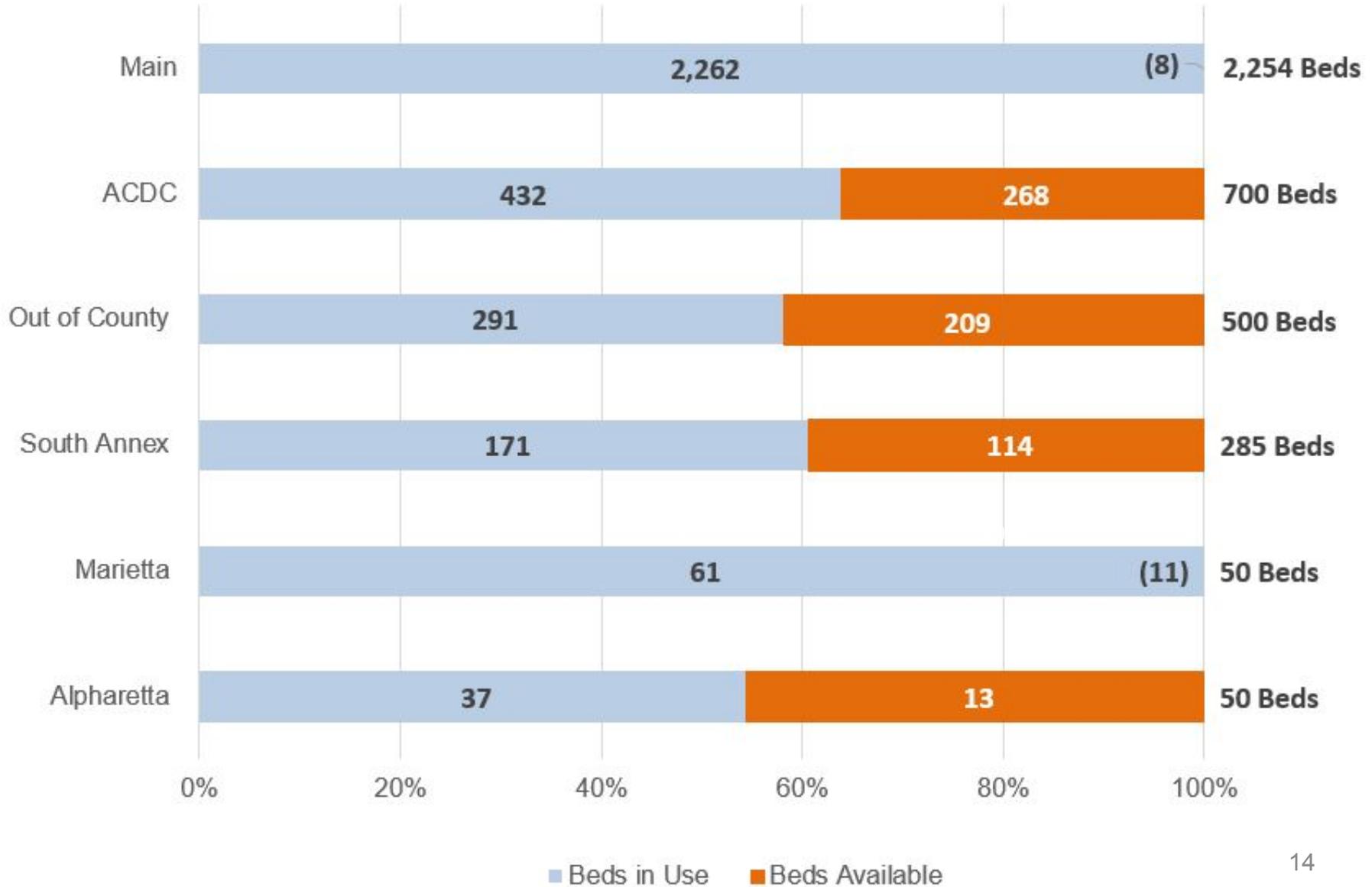
POPULATION BY FACILITY 9/04/2023 - 10/01/2023



	09/04 – 09/10	09/11 – 09/17	09/18 – 09/24	09/25 – 10/01
Main	2,548	2,485	2,417	2,343
ACDC	452	445	448	427
Out of County	336	327	315	306
South Annex	174	168	186	176
Marietta	68	65	58	56
Alpharetta	41	37	36	47
TOTAL	3,618	3,526	3,459	3,355

JAIL POPULATION FACILITY UTILIZATION

AS OF 10/02/2023



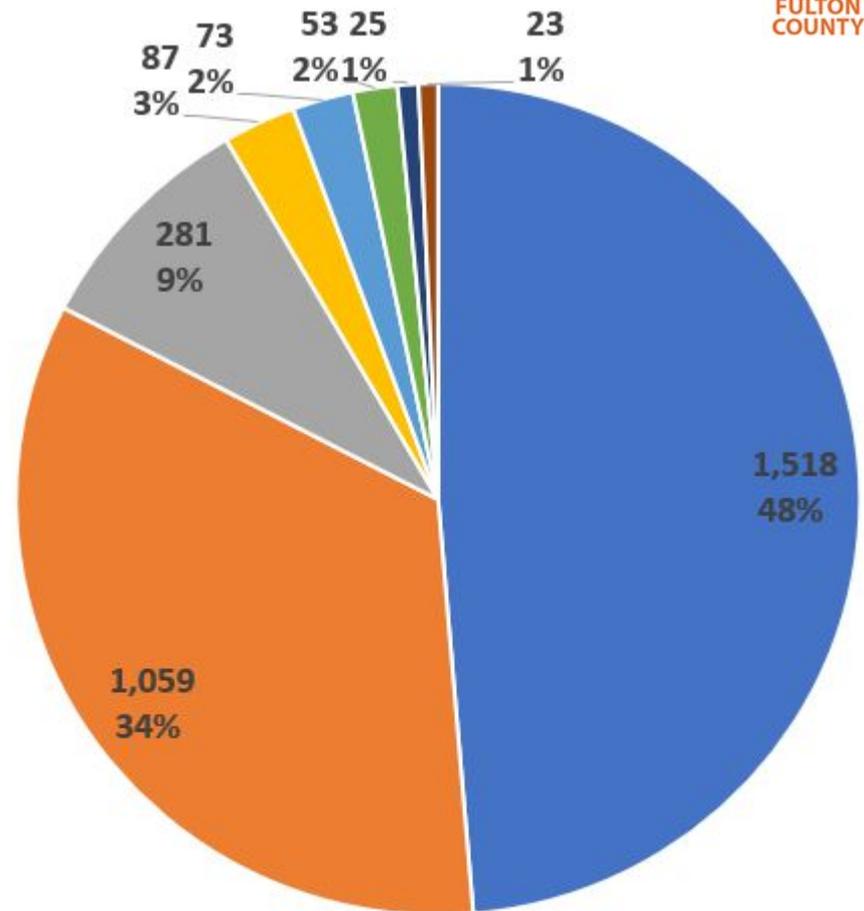
JAIL POPULATION

FULL INMATE ANALYSIS

AS OF 9/27/2023



Status	Number of Inmates	
Unindicted	1,059	34%
Unindicted w/ Hold	281	9%
Unindicted w/ Indicted Case	73	2%
Indicted (DA)	1,518	48%
Accused (SG)	87	3%
Hold Only (SBPP/Foreign)	53	2%
Serving Sentence/CPO	25	1%
Awaiting Pickup/Transport/Extradition	23	1%
TOTAL	3,119	100%



- Indicted and/or FTA/PV only
- Unindicted
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- State
- Unindicted w/ Indicted Case
- Hold Only (SBPP/Foreign)
- Serving Sentence/CPO
- Awaiting Pickup/Transport/Extradition

JAIL POPULATION POPULATION REDUCTION INITIATIVES



ACTION ITEM	DESCRIPTION / BACKGROUND	BOC UPDATE	START DATE
Increase inmate transports to Superior Court	Double the number of inmate transports per week	<ul style="list-style-type: none"> Sheriff's Office has doubled the number of inmate transports to Superior Court 	March 1
Increase the number of senior judges for Superior Court	Add new senior judges for criminal trial / weekend calendars and increase their compensation	<ul style="list-style-type: none"> 4 new senior judges have been added Trial calendars built out for remainder of the year 	May 15
Superior Court civil cases to State Court	Assign Superior Court civil cases to State Court for remainder of 2023	<ul style="list-style-type: none"> First round of civil cases have been assigned Assignments will continue on a rolling basis 	May 15
Increase Zoom capacity for Superior Court criminal cases	Increase the calendars and resources to expand cases leveraging Zoom	<ul style="list-style-type: none"> Jail Court Services staff hired to coordinate and move inmates for Zoom calendars Formal process developed for scheduling Zoom calendars, including dedicated communications Jail Court Services 	June 30
Expand the C-3 Program	Increase the number of C-3 contract attorneys and cases per attorney, with a focus on jail cases	<ul style="list-style-type: none"> Nearly 20 C-3 attorneys representing over 40 defendants Case assignments being made on a monthly basis Assessing increase to contract amounts for active attorneys 	July 15
Prioritize jail cases on the Superior Court calendar	Prioritize jail cases on Superior Court calendars	<ul style="list-style-type: none"> Developing new Odyssey queries for automated and on-demand reports showing unindicted and indicted inmates 	September 30
Weekend court at Fulton County Jail	Hold criminal court cases at Fulton County Jail on weekend days	<ul style="list-style-type: none"> Pilot conducted on September 30 Debriefing with Justice Partners to evaluate Lessons Learned and improvements for future Saturday sessions 	September 30
Establish a competency court calendar	Create a dedicated calendar for competency cases	<ul style="list-style-type: none"> Creation of a dedicated competency court calendar approved at October bench meeting Finalizing logistics, targeting first calendar in November 	October 5

PRIORITIES



- ✓ Accelerate ORCA case resolution/performance
- ✓ Implement multi-agency jail reduction plan
- ✓ Prevent Post-ORCA backlog
- ✓ Establish and implement 12-month ORCA wind down plan

JUSTICE SYSTEM DASHBOARDS

PUBLIC INFORMATION



JUSTICE SYSTEM DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

SUPERIOR COURT

Total Defendants in Jail (Complex)
 Defendants in Jail for Over 1 Year (Complex)
 Total Pending Cases (Complex)
 Cases Pending for Over 1 Year (Complex)
 Total Defendants in Jail (Non-Complex)
 Defendants in Jail > 180 Days (Non-Complex)
 Total Pending Cases (Non-Complex)
 Cases Pending > 180 Days (Non-Complex)

NATIONAL COURT STANDARDS

Time to Disposition (Felony)
 Time to Disposition (Civil)
 Time to Disposition (Family)
 Clearance Rates
 Aging of Cases

STATE COURT

Total Defendants in Jail (Misdemeanor)
 Defendants in Jail Over 1 Year (Misdemeanor)
 Total Pending Criminal Cases
 Criminal Cases Pending for Over 1 Year

PROJECT ORCA DASHBOARDS

DEPARTMENT

PUBLICLY AVAILABLE DASHBOARDS

OVERALL

Total Disposed Cases
 Remaining Open & Active Cases

COURTS

Total Disposed Cases & Filings
 Remaining Open & Active Cases & Filings

PROSECUTORS

Total Disposed, Indicted, or Accused Cases
 Remaining Open & Active Cases

All publicly available justice system data and dashboards are found at:
<https://fultoncountyga.gov/inside-fulton-county/open-government>



QUESTIONS

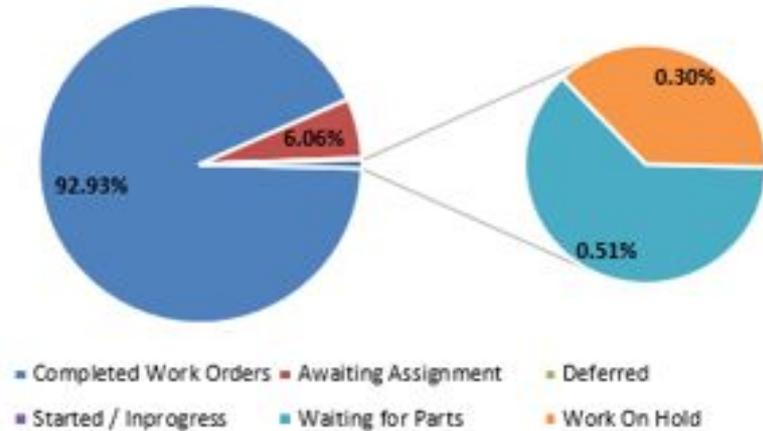


Jail Maintenance and Repairs

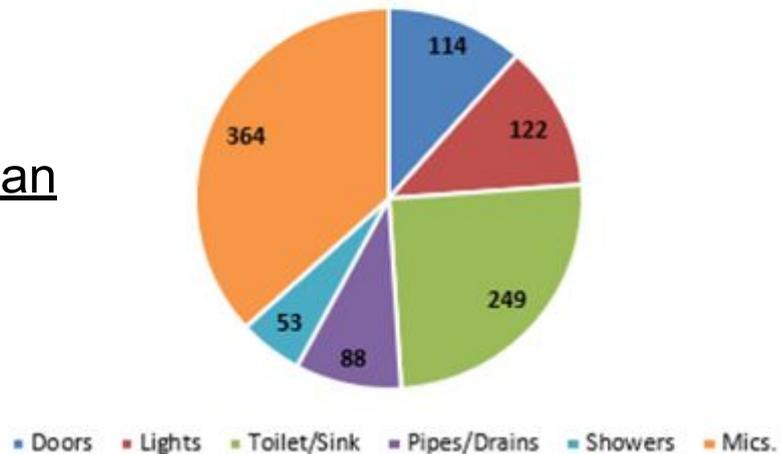
Jail Maintenance and Repairs

- August:
 - 1065 work orders entered
 - 994 completed in August
 - 66 completed in September
- September:
 - 953 work orders entered
 - 926 completed in September
 - 27 completed in October
- Average time to complete is less than 36 hours

Work Orders by Status
September 1-30, 2023



Work Orders by Repair Item
September 1-30, 2023



Jail Maintenance and Repairs

- Punch list walk through on Thursday October 19th for 1 North
- Unit will be ready for transfer habitation the week of October 23rd
- Finished product features upgraded lights/doors, improved durable paint, and repair/replacement of all sinks toilets and drains.
- Next blitz unit to kick off the week of November 1st
- Lessons learned from first unit blitz have been compiled into a Blitz SOP, to help synchronize and coordinate contactors so we can expedite the work





QUESTIONS



COVID 19 Reserve & ARPA Spend Update

Cash Flow Projections – COVID 19 Response

In Millions \$	10.11.2023	10.11.2023	10.11.2023	Change in Budget	Change in Expenses
	Budget	Commitments	Expenses		
EERF - General Fund	\$ 10.5	\$ 10.5	\$ 10.5	\$ -	-
Communications	1.7	1.7	1.7	-	-
Child Care / Healthcare / Other	0.5	0.5	0.5	-	-
Payment to Employees	6.6	6.6	6.6	-	-
2020 Obligation/Unallowable	1.7	1.7	1.7	-	-
American Rescue Act	228.4	168.4	139.4	-	3.12
Health Infrastructure	24.1	12.1	1.1	-	0.77
Pandemic Proof County Facilities	28.0	2.3	1.9	-	-
Day Porters / Cleaning	1.9	1.9	1.6	-	0.01
Child Care	0.7	0.4	0.4	-	0.06
Other Emergencies	1.7	1.7	1.6	-	-
Lifeline Animal Control	0.5	0.5	0.5	-	-
Premium Pay for Employees	3.4	3.4	3.4	-	-
PPE - County Employees	1.6	1.6	1.6	-	-
Court Backlog Project	75.0	58.9	53.5	-	2.00
Information Tech - Virtual Support	12.3	8.1	1.2	-	0.04
Safety Net Services - CSP	8.1	8.0	7.5	-	-
Tiny Homes	1.0	1.0	0.0	-	-
Living Assistance	0.5	0.5	-	-	-
Diversion Center	1.7	1.7	-	-	-
Summer Youth	0.5	0.5	0.5	-	-
Employees Covid Healthcare	4.0	4.0	4.0	-	-
General Administration	0.9	0.9	0.5	-	0.01
Long Term Revolving Loan Program	3.9	3.9	3.9	-	-
Food Insecurity	5.1	5.1	4.4	-	0.16
Job Training	0.9	0.9	0.4	-	-
ERAP 2 & High Need	29.0	29.0	29.0	-	-
ERAP Additional Operational Costs	9.1	9.1	8.7	-	-
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+	0.4	0.4	0.2	-	0.04
Grady Hospital	11.0	11.0	11.0	-	-
Testing Vaccination	2.8	1.2	0.6	-	0.00
Vaccine Incentive Program	0.5	0.4	0.4	-	-
Consolidated Appropriations Act	18.0	18.0	18.0	-	-
ERAP 1	18.0	18.0	18.0	-	-
ERAP Reallocation	67.0	67.0	67.0	-	-
ERAP 4	25.0	25.0	25.0	-	-
ERAP 5	25.0	25.0	25.0	-	-
ERAP 6	17.0	17.0	17.0	-	-
FEMA Related Expenses	29.6	\$ 29.6	\$ 29.4	0.00	-
Total	\$ 353.5	\$ 293.4	\$ 264.2	0.00	3.12
Reserve	\$ 19.8				



Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions \$

Uses of Funds		2021	2022	2023	2024	Total
A	EERF - General Fund	10.5		-	-	10.5
B	American Rescue Act	51.8	57.6	87.6	31.4	228.4
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
Projected Annual Uses		100.9	133.1	88.0	31.4	353.3
Sources of Funds		2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	8.2	7.9	29.4
Projected Annual Sources		162.8	194.2	8.2	7.9	373.1
Cash Balance EOY - 100% FEMA Reimbursement		61.9	123.0	43.3	19.8	19.8



FEMA Reimbursement Update

Period	Amount Expended	Amount Submitted	Amount Received	Status
MBFS	\$6,501,828	\$6,501,828	\$6,501,828	Payment received in advance and balance requested (\$564,534.37 received 12/09/22)
2020 Q4	\$1,809,012	\$1,809,012	\$1,809,012	\$1,809,011.74 received 6/21/2023
2021 Q1	\$3,774,350	\$3,774,350	\$3,774,350	\$3,774,349.55 received 6/21/2023
2021 Q2	\$5,412,164	\$5,412,164	\$2,620,018	Under FEMA review -Received \$2,620,018.05 9/12/2023
2021 Q3	\$3,307,312	\$3,307,312	\$3,307,312	Expedited application was submitted for these three quarters, but expedited funding was granted based on actual expenses incurred for the period in the amount of \$7,122,929-additional amount to be submitted (\$6,845,288 received on 12/09/22) - Pending additional funding \$4,171,568.98
2021 Q4	\$2,752,925	\$2,752,925	\$2,752,925	
2022 Q1	\$3,161,352	\$3,161,352	\$785,051	
2022 Q2	\$1,198,812	\$1,198,812	\$0	Under GEMA review - Pending funding - \$1,705,887.15
2022 Q3	\$983,452	\$983,452	\$0	Under FEMA Review - Submitted 7/13/2023
2022 Q4	\$358,843	\$326,888	\$0	Under FEMA Review - Submitted 7/13/2023
2023 Q1	\$124,421	\$0	\$0	Quarter is still open for submission of FEMA reimbursement
2023 Q2	\$55,118	\$0	\$0	Quarter is still open for submission of FEMA reimbursement - ended 5/11/2023
Closeout	\$0	\$0	\$0	Current project
Total	\$29,439,587	\$29,228,094	\$21,550,496	

There are outstanding purchase orders not included in the total above.



QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2022 vs 2023 - September

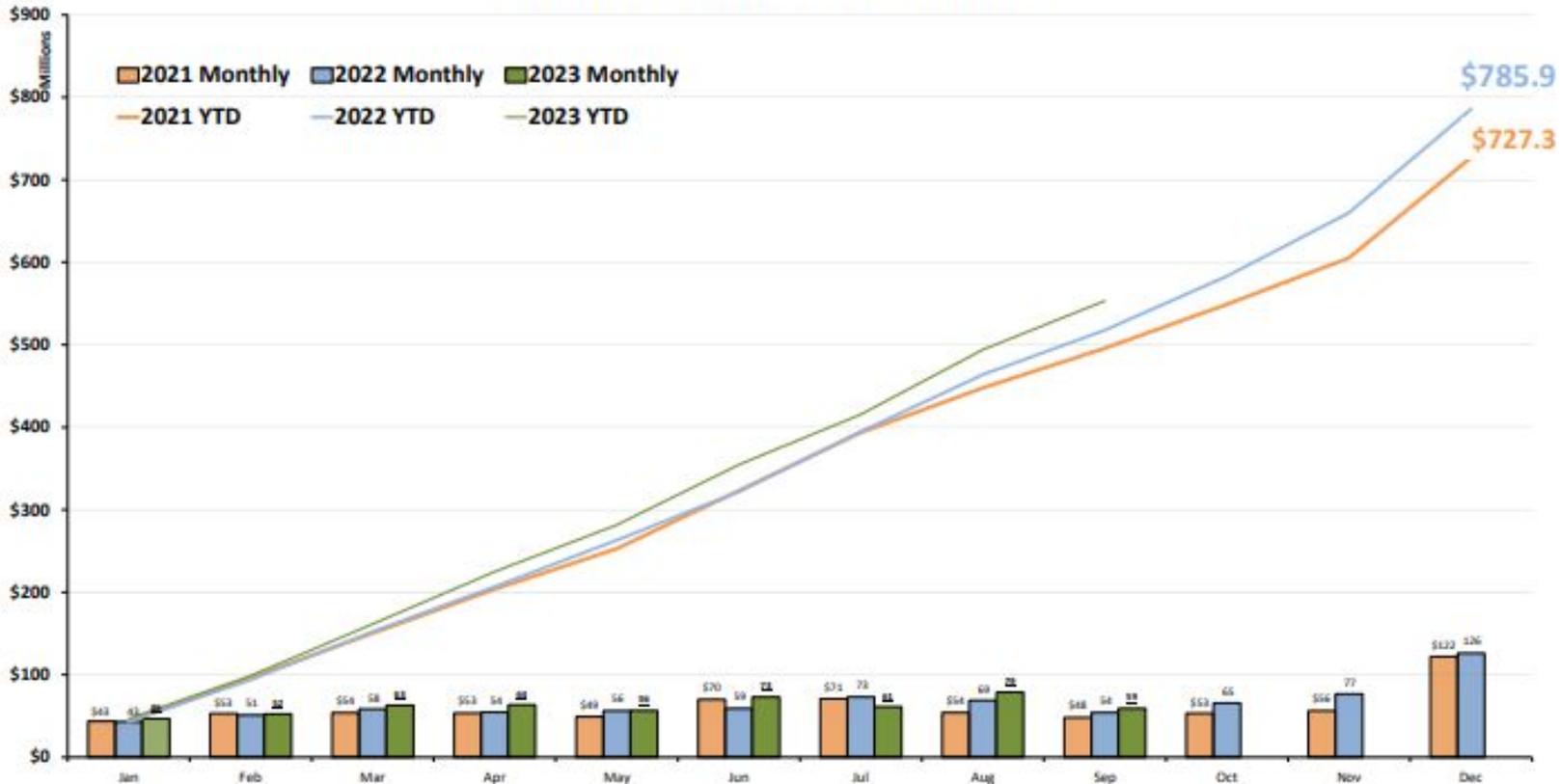
Department		2022			2023			C/D % Chg
		A	B	A/B	C	D	C/D	
		YTD 2022 Exp	2022 Budget	%	YTD 2023 Exp	2023 Budget	%	
Arts & Culture	181	\$ 2,368,649	\$ 5,634,291	42%	\$ 3,119,933	\$ 9,685,272	32%	-10%
Behavioral Health	755	\$ 9,815,936	\$ 17,050,336	58%	\$ 8,005,727	\$ 18,465,916	43%	-14%
Board of Health	750	\$ 8,312,850	\$ 11,613,441	72%	\$ 8,219,472	\$ 11,150,587	74%	2%
Child Attorney	237	\$ 2,343,643	\$ 2,812,243	83%	\$ 2,793,162	\$ 3,680,718	76%	-7%
Commission Districts	101	2,646,336	4,032,043	66%	\$ 2,549,149	\$ 4,477,947	57%	-9%
Community Development	121	5,423,023	11,789,163	46%	\$ 5,923,415	\$ 14,654,332	40%	-6%
County Attorney	235	2,737,923	3,650,564	75%	\$ 3,734,996	\$ 5,069,994	74%	-1%
County Comm Clerk	110	872,230	1,270,823	69%	\$ 750,307	\$ 1,323,704	57%	-12%
County Manager	118	2,526,316	3,619,870	70%	\$ 2,531,751	\$ 3,827,658	66%	-4%
County Marshal	419	4,905,223	7,060,063	69%	\$ 5,003,119	\$ 7,425,060	67%	-2%
District Attorney	480	23,443,320	31,541,968	74%	\$ 25,776,308	\$ 41,643,241	62%	-12%
Diversity and Civil Rights	186	781,399	1,540,400	51%	\$ 759,771	\$ 1,514,230	50%	-1%
DREAM	520	22,278,765	35,161,743	63%	\$ 27,360,951	\$ 39,514,605	69%	6%
Economic Development	120	362,174	655,653	55%	\$ 575,369	\$ 871,850	66%	-11%
Emergency Management	335	4,333,762	5,577,684	78%	\$ 3,349,558	\$ 5,664,486	59%	-19%
Emergency Services	333	2,485,658	3,561,915	70%	\$ 2,555,356	\$ 3,516,628	73%	3%
External Affairs	130	2,423,780	3,851,484	63%	\$ 1,908,082	\$ 2,926,775	65%	2%
Family & Children's Services	620	825,211	1,684,840	49%	\$ 528,048	\$ 1,684,840	31%	-18%
Finance	210	4,569,268	7,429,525	62%	\$ 4,824,229	\$ 7,706,489	63%	1%
Grady Hospital	730	48,482,247	63,850,095	76%	\$ 37,133,564	\$ 49,813,841	75%	-1%
HIV Elimination	270	13,464	147,002	9%	\$ 80,187	\$ 190,432	42%	33%
Human Resources	215	3,604,475	5,768,382	62%	\$ 3,849,222	\$ 5,832,639	66%	4%
Information Technology	220	17,442,164	31,777,902	55%	\$ 22,193,919	\$ 35,149,309	63%	8%
Juvenile Court	405	11,227,530	15,564,011	72%	\$ 11,413,235	\$ 16,927,218	67%	-5%
Library	650	18,465,422	30,395,076	61%	\$ 19,581,173	\$ 30,496,143	64%	3%
Magistrate Court	422	2,956,167	3,461,171	85%	\$ 3,678,942	\$ 4,978,110	74%	-12%
Medical Examiner	340	3,576,786	5,776,836	62%	\$ 4,256,097	\$ 6,457,310	66%	4%
Non-Agency	999	88,334,730	196,554,504	45%	\$ 101,058,361	\$ 209,909,472	48%	3%
Office of the County Auditor	119	981,248	1,322,274	74%	\$ 971,559	\$ 1,410,358	69%	-5%
Police	320	6,519,715	9,273,406	70%	\$ 7,491,609	\$ 11,435,513	66%	-5%
Probate Court	410	2,871,753	4,265,161	67%	\$ 3,023,081	\$ 6,318,377	48%	-19%
Public Defender	490	15,337,331	20,180,272	76%	\$ 17,861,533	\$ 25,377,575	70%	-6%
Public Works	540	375,000	500,000	75%	\$ 375,000	\$ 500,000	75%	0%
Purchasing	230	2,451,072	4,535,416	54%	\$ 3,217,307	\$ 4,959,943	65%	-11%
Regis & Elect	265	12,788,073	37,417,753	34%	\$ 5,204,865	\$ 8,553,165	61%	27%
Senior Services	183	14,314,244	22,287,932	64%	\$ 18,344,266	\$ 27,669,727	66%	2%
Sheriff	330	88,673,562	129,011,046	69%	\$ 101,847,054	\$ 142,706,567	71%	3%
State Court-All Judges	421	4,432,933	6,125,060	72%	\$ 4,637,227	\$ 6,893,734	67%	-5%
State Court-General	420	5,007,111	8,263,713	61%	\$ 5,383,698	\$ 8,809,769	61%	1%
State Court-Solicitor	400	6,974,435	10,095,883	69%	\$ 7,730,289	\$ 12,516,397	62%	-7%
Superior Court-All Judges	451	6,574,514	8,455,367	78%	\$ 6,921,737	\$ 9,720,397	71%	-7%
Superior Court-Clerk	470	13,882,632	21,779,417	64%	\$ 14,695,905	\$ 21,820,092	67%	4%
Superior Court-General	450	15,367,993	23,102,099	67%	\$ 15,725,718	\$ 23,398,655	67%	1%
Tax Assessor	240	11,791,463	20,974,825	56%	\$ 12,881,328	\$ 22,146,677	58%	2%
Tax Commissioner	245	11,894,574	16,773,611	71%	\$ 13,456,001	\$ 18,747,272	72%	1%
Grand Total		\$ 517,796,103	\$ 857,196,262	60%	\$ 553,281,583	\$ 897,543,024	62%	1.2%

C/D Color Legend
75% of the Year (Sep)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2021 2022 and 2023



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2023 September Fulltime Permanent Positions

Department	FY23 YTD Expense	FY23 Budget	Personnel Count and Vacancies / Full Time Permanent											Avg-Vac.TD
			2023											
			Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Commission Districts	2,313,508	3,971,061	27	6	7	4	4	5	3	2	4	3	16%	
County Comm Clerk	648,843	981,868	9	0	0	0	0	0	1	1	2	1	6%	
County Manager	2,399,001	3,462,217	20	2	2	2	2	2	2	2	2	1	9%	
County Auditor	928,128	1,267,287	8	0	0	1	0	0	0	0	0	0	1%	
Community Development	1,881,206	2,657,674	23	2	2	2	2	2	2	2	2	2	9%	
External Affairs	1,571,631	2,319,940	21	2	1	2	2	2	3	2	2	4	11%	
Arts & Culture	1,941,015	2,876,380	30	1	2	2	3	5	4	4	1	1	9%	
Senior Services	6,345,923	9,795,866	116	9	8	11	17	15	14	16	10	11	11%	
Diversity and Civil Rights	694,301	1,177,915	12	4	3	3	3	3	3	3	3	3	26%	
Finance	4,649,645	6,836,666	65	8	7	7	10	13	13	10	11	11	15%	
Human Resources	3,442,531	4,610,461	43	4	4	4	4	4	4	4	2	3	9%	
IT	10,001,521	15,802,662	124	30	27	26	25	26	27	26	24	22	21%	
Purchasing	2,851,454	4,154,788	39	4	5	5	5	5	7	7	6	6	14%	
Child Attorney	2,699,919	3,503,751	23	0	0	1	1	1	1	1	1	0	3%	
Tax Assessor	11,277,129	16,556,069	193	24	23	18	20	19	14	23	26	28	11%	
Tax Commissioner	11,207,675	15,535,061	190	9	9	12	13	11	13	17	18	20	7%	
Regis & Elect	2,409,574	3,564,133	43	13	18	18	18	15	13	4	5	7	29%	
HIV Elimination	79,995	182,432	1	0	0	0	0	0	0	0	1	1	22%	
Police	4,138,821	6,066,894	63	9	10	10	9	9	9	6	8	8	14%	
Sheriff	69,084,708	99,569,951	974	208	210	180	178	171	155	149	148	148	18%	
Emergency Services	1,178,889	1,766,124	20	2	2	0	2	2	2	2	1	2	8%	
Emergency Management	886,263	1,344,476	10	1	1	1	2	2	2	2	2	2	17%	
Medical Examiner	3,798,646	5,657,286	44	6	5	4	3	3	4	4	5	6	10%	
State Court-Solicitor	7,411,663	11,679,316	105	14	21	22	23	21	20	19	17	11	18%	
Juvenile Court	10,214,888	15,059,225	148	8	10	14	25	26	26	26	30	26	14%	
Probate Court	2,655,360	4,721,513	52	12	11	9	13	14	12	13	12	9	22%	
County Marshal	4,466,812	6,476,031	70	6	6	7	7	8	8	8	8	10	11%	
State Court-General	4,617,970	6,923,925	68	4	4	5	6	8	8	8	9	8	10%	
State Court-All Judges	4,523,794	6,554,747	40	2	2	2	2	2	2	2	2	2	5%	
Magistrate Court	3,447,259	4,448,398	19	6	5	5	4	3	3	2	1	1	18%	
Superior Court-General	12,858,788	18,357,380	195	19	20	18	14	13	13	11	15	19	8%	
Superior Court-All Judges	6,696,778	9,104,986	80	6	3	3	3	5	5	5	4	3	5%	
Superior Court-Clerk	13,314,829	18,930,974	204	24	25	28	33	32	31	40	37	27	15%	
District Attorney	22,431,938	33,656,270	272	19	19	22	24	25	23	24	18	17	8%	
Public Defender	16,172,504	23,088,940	163	10	15	9	17	21	21	12	10	9	8%	
DREAM	10,038,059	15,133,381	180	21	22	23	24	23	26	28	29	26	14%	
Library	15,118,792	23,738,795	301	58	61	64	48	48	53	55	43	44	17%	
Behavioral Health	2,306,265	3,594,516	52	15	14	12	17	18	18	17	18	19	32%	
Non-Agency	48,652,157	66,378,910	0	0	0	0	0	0	0	0	0	0	#DIV/0!	
Economic Development	444,829	620,054	4	1	1	1	1	1	1	1	1	1	25%	
Grand Total	\$ 331,803,012	\$ 432,128,324	4051	569	585	557	584	583	566	558	538	522	14%	





QUESTIONS



**Monthly Emergency
Purchase Orders &
Monthly CM Contract
Approval**

EMERGENCY PURCHASE ORDERS AND CONTRACTS

OTHER EMERGENCY PROCUREMENTS				
Date	Description of Emergency	Department/User Agency	Contractor/Vendor Name	Amount
9/12/2023	Emergency Work to retrofit 24 housing zone sliding doors/emergency door release cabinets to prevent inmate tampering at the Fulton County Jail	Real Estate & Asset Management	Willo Products Company, Inc.	\$489,139.00
			TOTAL	

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	DOLLAR AMOUNT
10/2/2023	HI-LITE AIRFIELD SERVICES, LLC	To provide painting services for Fulton County Executive Airport	Public Works – Airport Division	\$99,157.40



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0719

Meeting Date: 10/18/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Review and approval of October 18, 2023 Budget Soundings

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The October 18, 2023 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2023 Annual Hardware and Software Maintenance and Support list - (PAGE**

3)

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Finance requests an increase in spending authority to AML items; #88, to increase an additional \$125,000 to bring the total for the year 2023 to \$500,000. The reason for the increase is due to volume increases and corrects the vendor's name on the AML list. No additional funding is being requested.

Information and Technology request spending authority to AML items: #41, #42, #43, #86, #329, #364 including two other items of software to increase an additional \$102,398.52 to bring the total for the year 2023 to \$1,147,951.52. The reason for the increase is due to Information Technology consolidated multiple agencies separate accounts into one Enterprise Plan with up to 100 licenses for use by agencies to be administered by Information and Technology. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2023								
Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Paymentus / First Data	Paymentus / First Data	Credit Card Fee Processing	Finance	\$375,000	\$125,000	Finance	Increase Spending Authority to \$500,000
Software SaaS	Socrata, Inc	Socrata	Performance Management System Software	Office of Strategic Planning/ County Manager's Office	\$1,005,997	\$50,300	Office of Strategic Planning / County Manager's Office	Increase Spending Authority to \$1,058,297
Software	LexisNexis	LexisNexis	Access to Legal /Judicial Database (Account)	Office of the Child Attorney	\$3,915	\$2,268	Office of the Child Attorney	Increase Spending Authority to \$6,182
Software	LexisNexis	LexisNexis	Access to Legal /Judicial Database	Office of the Child Attorney	\$9,650	\$1,000	Office of the Child Attorney	Increase Spending Authority to \$10,650
Software	SAP Concur	SAP Concur	Travel Management and Expense System	Finance	\$25,992	\$3,830.52	Finance	Increase Spending Authority to \$29822.52
Software	CI Technologies	Image Cast Tabulator	Investigation Software	Sheriff	\$5.00	\$0.00	Sheriff	To correct clerical error, should have been \$5,000
Software	Software	Meltwater	Online Media Monitoring Services	External Affairs	\$16,600	\$0.00	External Affairs	Add to AML
Software	Software	Dropbox	Data Storage	District Attorney	\$19,500	\$0.00	District Attorney	Add to AML
Software	Monday	Monday .com	Dailey Task Management System	Information Technology	IT has consolidated Multiple accounts into an Enterprise Plan		Information Technology	Increase Spending Authority to \$45,000

MULTIPLE FUNDS

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Multiple Departments**

The BOC approval is requested to increase funding for various departments to supplement the 2023 budget as a result of the Performance Bonus payments. Funds for the Performance Bonus payments were included in the Non-Agency budget as part of the adopted budget. This reserve in Non-Agency was to be used to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the additional cost for the remainder of the fiscal year 2023.

General Fund - (PAGE 4)

County Auditor	7,837
Human Resources	127,402
Child Attorney	140,801
Magistrate Court	<u>138,087</u>
	\$ 414,127

Water & Sewer R&E - (PAGE 6)

Information Technology	\$ 1,626
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**FULTON
COUNTY**

OCTOBER BUDGET SOUNDINGS

October 18, 2023

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2023 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2023								
Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Paymentus/ First Data	Paymentus/Wells Fargo	Credit Card Fee Processing	Finance	\$375,000	\$125,000	Finance	Increase Spending Authority to \$500,000
Software /SaaS	Socrata, Inc.	Socrata	Performance Management System Software	Office of Strategic Planning/County Manager	\$1,005,997	\$50,300	Office of Strategic Planning	Increase Spending Authority to \$1,058,297
Software	LexisNexis	LexisNexis	(Account)	Office of the Child Attorney	\$3,915	\$2,268	Office of the Child Attorney	Increase Spending Authority to \$6,182
Software	LexisNexis	LexisNexis	Access to Legal/Judicial Database	Office of the Child Attorney	\$9,650	\$ 1,000.00	Office of the Child Attorney	Increase Spending Authority to \$10,650
Software	SAP Concur	SAP Concur	Travel Management and Expense SystemCard Fee Processing	Finance	\$25,992	\$ 3,830.52	Finance	Increase Spending Authority to \$29,822.52
Software	CI Technologies	Investigation Software	Investigation Software	Sheriff	\$5	Correction to Clerical error	Sheriff	To correct a clerical error should be \$5000
Software	Meltwater	Online Media Monitoring Services	Online Media Monitoring Services	External Affairs	\$0	\$16,600	External Affairs	Add to the FY23 AML
Software	Software	Dropbox	Data Storage	District Attorney	\$0	\$19,500	District Attorney	Add to the FY23 AML
Software	Monday	Monday.com	Daily Task Management System	Information Technology	IT has consolidated multiple accounts into a Enterprise Plan	\$45,000	Information Technology	Increase Spending Authority to \$45,000

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Finance requests an increase in spending authority to AML items; #88, to increase an additional \$125,000 to bring the total for the year 2023 to \$500,000. The reason for the increase is due to volume increases and corrects the vendor's name on the AML list. No additional funding is being requested.

As submitted and approved by the Purchasing department, various departments including the County Manager/Strategic Planning, Office of the Child Attorney, Finance, Sheriff, External Affairs, District Attorney, and Information Technology request spending authority to AML items: #41, #42, #43, #86, #329, #364 including two other items of software to increase an additional \$143,493.52 to bring the total for the year 2023 to \$1,191,051.52. The reason for the increase is either contractual, change in timing of billing cycle for payment, a clerical error, or an addition to the list previously omitted. Of note, Information Technology consolidated multiple agencies' separate accounts into one Enterprise Plan with up to 100 licenses for use by agencies to be administered by Information Technology. No additional funding is being requested.

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
October 18, 2023 Soundings

GENERAL FUND

Strategic Priority: Open and Responsible Government

Action Required:

Increase the FY2023 Budget for various departments to supplement the budget as a result of the Performance Bonus payments.

<u>County Auditor</u>		<u>Increase</u>	<u>Decrease</u>
100-119-xxxx-xxxx	Salaries & Benefits	\$7,837	
<u>Human Resources</u>		<u>Increase</u>	<u>Decrease</u>
100-215-xxxx-xxxx	Salaries & Benefits	\$127,402	
<u>Child Attorney</u>		<u>Increase</u>	<u>Decrease</u>
100-237-xxxx-xxxx	Salaries & Benefits	\$140,801	
<u>Magistrate Court</u>		<u>Increase</u>	<u>Decrease</u>
100-422-4205-xxxx	Salaries & Benefits	\$138,087	
<u>Non Agency Contingency Reserve</u>		<u>Increase</u>	<u>Decrease</u>
100-999-S222-1900	Non Agency Special Elections Reserve		\$414,127

Purpose (Justification):

The BOC approval is requested to increase funding for various departments to supplement the 2023 budget as a result of the Performance Bonus payments. Funds for the Performance Bonus payments were made available in Non-Agency as part of the adopted budget dedicated to a county-wide special election's reserve. Only a portion of the funds were required, so the reserve was reallocated to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the additional cost for the remainder of the fiscal year 2023.

Water & Sewer R & E Fund 203

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
October 18, 2023 Soundings

WATER & SEWER R&E FUND

Strategic Priority: Infrastructure & Economic Development

Action Required:

Increase the FY2023 Budget as a result of the Performance Bonus payments.

Information Technology

203-220-xxxx-xxxx

Salaries & Benefits

Increase

\$1,626

Decrease

Non Agency Contingency Reserve

203-999-D100-1900

Non Agency Contingency

Increase

Decrease

\$1,626

Purpose (Justification):

The BOC approval is requested to increase funding for various departments to supplement the 2023 budget as a result of the Performance Bonus payments. This request from Non-Agency contingency is for those departments that were not able to harvest sufficient salary savings throughout the year to cover the additional cost for the remainder of the fiscal year 2023.

FULTON COUNTY, GEORGIA
 SUMMARY OF BUDGET SOUNDINGS FACT SHEET
 October 18, 2023 Soundings

GENERAL FUND:

October 18, 2023 SOUNDINGS:

**Non-Agency
 Security Reserve
Actions**

Beginning Contingency as of January 1, 2023:	\$1,000,000	100-999-S222-1900
Less April Soundings: 4/12/23	0	
Less April Soundings: 4/19/23	0	
Less May Soundings: 5/3/23	0	
Less May Soundings: 5/17/23	0	
Less June Soundings: 6/7/23	0	
Less June Soundings: 6/21/23	(660,660)	
Less July Soundings: 7/12/23	0	
Less August Soundings: 8/2/23	0	
Less August Soundings: 8/16/23	0	
Less September Soundings: 9/6/23	0	
Less September Soundings: 9/20/23	0	
Less October Soundings: 10/4/23	0	
Less October Soundings: 10/18/23	0	
* Reallocation within Non-Agency for Jail Bridging Project - Partial	(330,000)	
Ending Contingency Balance:	<u>\$9,340</u>	

Department Name & Agency Number	Amount
Police (Security - June 21, 2023)	660,660
Non-Agency Security Reserve	(660,660)
Total Request from Contingency	(660,660)
Total Fund Impact	\$0

* Noting the reallocation of funds within Non-Agency for various BOC approved projects.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0720

Meeting Date: 10/18/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution of the Fulton County Board of Commissioners authorizing the execution of a first amendment to an Installment Sale Agreement approved in 2019; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. 36-60-13 (g), as amended.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Board of Commissioners approved for us to proceed with negotiation for additional \$10.9 million to complete the buildout of the County facility located at 4700 Northpoint Parkway in Alpharetta. The attached resolution will complete the process for additional financing. Pursuant to the terms of an Installment Sale Agreement, dated as of November 1, 2019 (the "Original Installment Sale Agreement"), between Association County Commissioners of Georgia (the "Seller") and Fulton County, Georgia (the "County"), the Seller sold certain land together with a building located thereon to the County as approved for execution by the Fulton County Board of Commissioners in Agenda Item 19-0856; this Resolution amends the existing installment sale agreement, including changing basic terms and providing new installment payment

amounts.

Community Impact:

Department Recommendation: Recommend approval

Project Implications: Will provide additional resources for capital improvements and needs.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

540-210-2109-8111 ACCG Northpoint fund, Finance department, Treasury, capital lease obligation proceeds.

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **AUTHORIZING-~~THE~~ EXECUTION OF A FIRST AMENDMENT TO AN INSTALLMENT**
3 **SALE AGREEMENT APPROVED IN 2019; AND FOR OTHER PURPOSES.**

4 **WHEREAS**, pursuant to the terms of an Installment Sale Agreement, dated as of
5 November 1, 2019 (the “Original Installment Sale Agreement”), between Association
6 County Commissioners of Georgia (the “Seller”) and Fulton County, Georgia (the
7 “County”), the Seller sold certain land together with a building located thereon to the
8 County as approved for execution by the Fulton County Board of Commissioners in
9 Agenda Item 19-0856; and

10 **WHEREAS**, the Seller’s right to receive installment payments was assigned to
11 DNT Asset Trust (the “Lender”); and

12 **WHEREAS**, the County has determined that it needs additional funds to make
13 improvements to the building; and

14 **WHEREAS**, the Lender has agreed to provide such additional funds, and the Seller
15 and the County have agreed to enter into a First Amendment to Installment Sale
16 Agreement (the “Amendment”); and

17 **WHEREAS**, under the terms of the Amendment, the Seller and the County will,
18 among other things, replace Exhibit A to the Original Installment Sale Agreement in order
19 to (a) change the basic terms and (b) provide new installment payment amounts.

20 **NOW, THEREFORE, THE FULTON COUNTY BOARD OF COMMISSIONERS**
21 **(the “Board of Commissioners”) HEREBY RESOLVES**, and it is hereby resolved by
22 the authority of the same, as follows:

1 1. Authorization of the Amendment. The execution, delivery, and performance of
2 the Amendment are hereby authorized. The Amendment shall be executed by the
3 Chairman or the Vice Chairman. The Clerk to the Commission may attest the same, and
4 the seal may be impressed on the Amendment. The Amendment shall be in substantially
5 the form attached hereto as Exhibit A, subject to such changes, insertions and omissions
6 as may be approved by the person executing the same (after consultation with the County
7 Attorney), and the execution of the Amendment by such person shall be deemed
8 conclusive evidence of the approval of same as authorized under this Resolution. The
9 Amendment is by this reference thereto incorporated into the minutes.

10 2. General Authority. The Chairman, the Vice Chairman, the Clerk to the
11 Commission, the County Attorney, the County Manager, the Chief Financial Officer, the
12 County Finance Director and all other officers, employees and agents of the County as
13 delegated or duly appointed are hereby authorized, empowered and directed to do all
14 such acts and things and to execute all such documents and certificates as may be
15 necessary to carry out and comply with the provisions of the documents herein authorized
16 and as may be necessary to carry out the purposes and intents of this Resolution.

17 3. Ratification of Prior Acts. All acts and doings of the Board of Commissioners,
18 the Clerk to the Commission, the County Attorney, the County Manager, the Chief
19 Financial Officer for the County, the County Finance Director and other officers,
20 employees and agents of the County which are in conformity with the purposes and
21 intents of this Resolution are hereby ratified, approved and confirmed.

1 4. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with
2 this Resolution are hereby repealed, but solely as and to the extent of such conflict.

3 5. Effective Date. This Resolution shall take effect immediately upon its adoption
4 by a majority vote of the Board of Commissioners.

5 **SO PASSED AND ADOPTED**, this 18th day of October, 2023.

6

7

FULTON COUNTY BOARD OF COMMISSIONERS

8

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Robert L. Pitts, Chairman

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12

ATTEST:

13

14

15

Tonya R. Grier, Clerk to the Commission

16

17

18

19

APPROVED AS TO FORM:

20

21

22

23

24

Y. Soo Jo, County Attorney

CLERK'S CERTIFICATE

The undersigned Clerk of the Fulton County Board of Commissioners (the "Board of Commissioners") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to a First Amendment to Installment Sale Agreement constitute a true and correct copy of the Resolution adopted by the Board of Commissioners on October 18, 2023, as Agenda Item 23-_____, in a regular meeting duly called and lawfully assembled and at which a quorum was present and acting throughout and that the original of said Resolution appears of record in the minute book of the Board of Commissioners, which is in my custody and control.

WITNESS my hand and the official seal of the Board of Commissioners, this 18th day of October, 2023.

(SEAL)

Tonya R. Grier, Clerk to the Commission

EXHIBIT A

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

-----Space Above This Line for Recorder's Use-----

Tax Parcel No. 12-3130-0859-073-1

After recording, please return to:
The Law Office of John W. Bell, P.C.
12600 Deerfield Parkway, Suite 100
Alpharetta, GA 30004
File No. J1211.006.1

Cross Reference:
Deed Book: 60816
Page: 168

STATE OF GEORGIA
COUNTY OF FULTON

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

This FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (this “Amendment”) is dated November 15, 2023 and is entered into by and between ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA (the “Seller”) and FULTON COUNTY, GEORGIA (the “County”).

WITNESSETH:

WHEREAS, the Seller and Fulton County, Georgia (the “County”) entered into an Installment Sale Agreement, dated as of November 1, 2019 (the “Original Installment Sale Agreement”), pursuant to which the Seller sold certain land together with a building located thereon and equipment located therein to the County; and

WHEREAS, the Seller’s right to receive installment payments was assigned to DNT Asset Trust (the “Lender”) pursuant to an Assignment and Transfer Agreement, dated as of November 1, 2019, executed by the Seller in favor of the Lender; and

WHEREAS, the Lender required that the Seller execute a Deed to Secure Debt and Security Agreement, dated as of November 1, 2019, in favor the of Lender in order to secure certain of the Seller’s obligations; and

WHEREAS, the County has determined that it needs additional funds to make improvements to the building; and

WHEREAS, the Lender has agreed to provide such additional funds on the condition that (a) the Seller and the County enter into this Amendment, (b) the Seller and the Lender enter into a

First Amendment to Assignment and Transfer Agreement and (c) the Seller and the Lender enter into a First Amendment to Deed to Secure Debt and Security Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Replacement of Exhibit A. Exhibit A of the Original Installment Sale Agreement shall be replaced with Exhibit A attached hereto.

2. Ratification of Other Terms. All other terms contained in the Original Installment Sale Agreement are hereby ratified and reaffirmed.

3. Execution of Counterparts. This Amendment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Seller and the County have caused this Amendment to be executed by their duly authorized officers and their seals to be impressed hereon, all as of the day and year first above written.

ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA

(SEAL)

By: _____
Executive Director and Secretary

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

FULTON COUNTY, GEORGIA

(SEAL)

By: _____
Robert L. Pitts
Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

APPROVED AS TO FORM:

By: _____
Y. Soo Jo
Fulton County Attorney

ACKNOWLEDGED AND CONSENTED TO:

DNT ASSET TRUST

By: _____
Authorized Officer

Signed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

SCHEDULE 1

BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$25,000,000

INTEREST RATE: [Interest Rate]% (the "Regular Rate")

All rates shall be computed on the basis of a 360-day year comprised of twelve, thirty-day months.

Notwithstanding the foregoing, the interest rate shall increase from the Regular Rate to the Default Rate upon an Event of Default and from the Regular Rate to the Taxable Rate upon a Determination of Taxability. The foregoing terms shall have the meanings set forth below:

"Default Rate" means the then applicable rate plus 4.0%.

"Determination of Taxability" means a determination by the Internal Revenue Service or any court of competent jurisdiction that an action of the County caused the Supplemental Payments to be includable in the Lender's gross income for federal income tax purposes, which determination is not being contested by the County.

"Taxable Rate" means [Taxable Rate]%.

Furthermore, in connection with a Determination of Taxability, the County shall pay the Lender within 30 days all interest, penalties and other similar charges payable by the Lender as a result of the Determination of Taxability.

PREPAYMENT PREMIUM

In connection with the pre-payment of all or a portion of the Purchase Price, the County shall pay the Lender the "prepayment premium." For purposes of the foregoing, the term "pre-payment premium" shall mean the sum of the differences between (a) each scheduled Supplemental Payment which would have been made on the prepaid amount if such pre-payment had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the date of such pre-payment (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lender shall be deemed to have entered into when the pre-paid amount was originally funded, with each such difference discounted to a present value as of the date of pre-payment using the fixed interest rate of the Replacement Swap as the applicable discount rate. The County acknowledges that the Lender might not fund or hedge its fixed-rate loan portfolio or any pre-payment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a

reasonable and appropriate method of calculating liquidated damages for any pre-payment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Installment Sale Agreement. All calculations and determinations by the Lender of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

<u>Date</u>	(Basic Payments) <u>Principal</u>	(Supplemental Payments) <u>Interest</u>	<u>Total Payment</u>	<u>Balance</u>
05/15/2024				
11/15/2024				
05/15/2025				
11/15/2025				
05/15/2026				
11/15/2026				
05/15/2027				
11/15/2027				
05/15/2028				
11/15/2028				
05/15/2029				
11/15/2029				
05/15/2030				
11/15/2030				
05/15/2031				
11/15/2031				
05/15/2032				
11/15/2032				
05/15/2033				
11/15/2033				
05/15/2034				
11/15/2034				
Total				



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0721

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide in the amount of \$230,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, the procurement of any services or supplies on behalf of the county pursuant to any state contract or cooperative purchasing transaction or contract established by a public procurement unit for an amount over \$100,000.00 shall be forwarded to the BOC for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: This contract provides all labor, equipment, transportation, and material necessary to ensure approximately 131 County facilities will be free of pests. The objectives shall be to eliminate or reduce current unacceptable pest populations.

Scope of Work: The scope of work also includes but is not limited to:

1. Provide a comprehensive pest control treatment plan and schedule of service for each facility.
2. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis.
3. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weatherproof, secured, and numbered.
4. Rodent control for interior shall consist of mechanical traps or glue boards.
5. Control of birds shall be provided as needed.
6. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on as schedule based on actual need.
7. The treatment of all pipe chases shall contain an insect growth regulator.
8. All treatment in sleeping areas shall consist only of gel-type baits.
9. 2/24 response to emergencies - respond in 2 hrs. 24/7 to emergency needs.

Community Impact: The overall community impact is that pest carry diseases and germs and they can spread these to humans if not managed properly.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the amount of \$230,000.00 is an increase of \$5,000.00 over similar services contracted for in 2023 and is due to increase pest infestations and treatment for additional County facilities not previously serviced by this contract. This is a time and material contract that covers materials and labor hours to ensure the County facilities will be free of pests in FY2024.

Traditional structural Pest Management was largely reactive to pest infestations and based much of its response on the routine, scheduled application of pesticides. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in each area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation.

The contractor shall provide detail site-specific recommendations for structural and procedural modifications to achieve pest suppression. This program is designed to minimize pesticide usage and focus on observation

The project management is coordinated by the Department of Real Estate and Asset Management Grounds Maintenance Team.

Project Implications: The integrated pest control management program is to ensure all County facilities are free of pests and rodents because clean and sanitary facilities provide a healthy and productive environment.

Community Issues/Concerns: None of which the Department is aware.

Agenda Item No.: 23-0721

Meeting Date: 10/18/2023

Department Issues/Concerns: If this cooperative purchasing contract is not approved, there will be a delay in providing pest control services of bed bugs, termites, mosquitos, and bees, etc. for all Fulton County facilities for FY2024.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

- Exhibit 1: Contract Agreement - Statewide Coop Orkin FY2024
- Exhibit 2: Sourcewell Contract #042821-ORK
- Exhibit 3: Contractor's Performance Report
- Exhibit 4: Justification Form for Use of Cooperative Purchasing

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$230,000.00
TOTAL:	\$230,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1160: General, Non-Agency, Professional Services- \$230,000 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

**Solicitation Number: RFP #042821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Pest Management Services with Related Products from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires June 18, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms subject to Vendor's acceptance, but the purchase order should clearly note the applicable Sourcewell contract number. In the alternative, the parties may use Vendor's standard contract form. Vendor will require the use of an addendum or separate agreement for specialty services, such as bed bug or termite services. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable

warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), certain limitation of liability provisions, or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total paid sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and

must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent or wrongful acts or omissions in the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God, epidemics, pandemics, or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract. This coverage requirement may be satisfied via a Pest Control endorsement to Vendor's Commercial General Liability policy.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2021 | 2:35 PM CDT

Orkin, LLC

DocuSigned by:
Deborah A Toth
By: F1B9EACB94174DD...
Deborah A. Toth
Title: Government Business Development
Manager
Date: 6/21/2021 | 10:38 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/21/2021 | 1:02 PM CDT

Performance Evaluation Details

ID	E1
Project	Pest Control Services
Project Number	RFP#042821-ORK
Supplier	Orkin LLC
Supplier Project Contact	Louis Beard (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/23/2023
Evaluation Type	Formal
Interview Date	08/23/2023
Expectations Meeting Date	08/23/2023
Status	Completed
Publication Date	08/23/2023 11:24 AM EDT
Completion Date	08/23/2023 11:24 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments Orkin exterminators and other staff are knowledgeable about their products and responsible and capable. They have met expectations.

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments Orkin is able to perform work orders in a timely fashion. They are available even after hours and meet work orders timeline as needed.

BUSINESS RELATIONS

20/20

Rating Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments Orkin's staff is available by phone or email during normal business hours, and typically responds to requests within an hour.

CUSTOMER SATISFACTION

20/20

Rating Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments Orkin addresses all needs and concerns in a timely manner and supports any requirements swiftly and accurately.

COST CONTROL

14/20

Rating Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in a timely manner.

Comments Orkin provides all material as per contract terms.

GENERAL COMMENTS

Comments Orkin provides excellent supervision of staff that is conducting the work in County buildings and facilities.

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **Sourcewell #042821-ORK, Pest Control Services Countywide**

Date: September 12, 2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:
The County attempted to do an independent pest control contract that provided full coverage for all of the County's facilities. The price tag was cost prohibitive. With the issues the County was experiencing only full coverage was an option. In checking with the State, they had partnered with the Sourcewell for pest control services, which is the contract that the County is seeking approval for use.

With this contract the County receives the following benefits:

- Provides a comprehensive pest control treatment plan and schedule of service for each facility monthly.
- Treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly, minimum, or as needed basis.
- Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations are weather-proof, secured, and numbered for easy monitoring.
- Rodent control for interior shall consist of mechanical traps or glue boards.
- Control of birds shall be provided as needed.
- Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on a schedule based on actual need.
- Treatment of all pipe chases that contains an insect growth regulator.
- Treatment of all sleeping areas with gel-type baits.
- 2/24 response to emergencies – respond in 2 hrs. 24/7 to emergency needs

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

leveraging benefits of volume purchasing

volume discounts

service delivery requirement advantages

reduction of cycle times

enhanced service specification

Additional information:

1. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? Yes No

2. Is the entity is authorized to conduct/transact business in the State of Georgia? Yes No

3. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? Yes No

4. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? Yes No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0722

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of recommended proposals - Department of Real Estate and Asset Management, RFP#23RFP138735K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection in an amount not to exceed \$1,500,000.00 with (A) WSP USA Environment & Infrastructure, Inc (Kennesaw, GA) in the amount of \$300,000.00; (B) Axis Infrastructure, LLC (Roswell, GA) in the amount of \$300,000.00, (C) Johnson, Spellman & Associates, Inc. (Peachtree Corners, GA) in the amount of \$300,000.00, (D) Wiley/Wilson (Atlanta, GA) in the amount of \$300,000.00, and (E) Foresite Group, LLC (Peachtree Corners, GA) in the amount of \$300,000.00, to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an "as needed-task assignment" basis. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background Request approval of recommended proposals to provide Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection for FY2024.

Scope of Work: The intent of this contract is for one or more firms to provide the expertise, resources and personnel experienced in the various phases of Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) including the furnishing of all design, labor, materials, and equipment needed to perform the work. In addition, the County desires to obtain LEED Silver ratings for any new construction projects. If sufficient funding is not available to pursue LEED Silver ratings for individual projects, the County desires that site and building designs are developed to maximize energy efficiency and water conservation. Project designs shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design, and excellent indoor air quality.

Community Impact: There is no identifiable impact on the community currently.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of proposals to provide standby professional services for mechanical, electrical, plumbing and fire protection on an “as needed-task assignment” basis for a variety of capital projects in support of the Department of Real Estate and Asset Management for FY2024.

After reviewing five (5) qualified firms’ proposals, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP #23RFP138735K-DB, the Evaluation Committee has determined that the following proposal submitted by WSP USA Environment & Infrastructure, Inc. (88.14%), Axis Infrastructure, LLC (87.17%), Johnson, Spellman & Associates, Inc. (85.11%), Wiley/Wilson (84.93%), and Foresite Group, LLC (79.61%) are the five (5) recommended professional firms to provide Mechanical, Electrical, Plumbing and Fire Protection Services for Fulton County for FY2024.

Because to the volume of work anticipated from the Urban Redevelopment Bond Program and other various Capital Projects, these professional firms will provide some, all, or any combination of the various and diverse technical expertise they possess to the capital improvement projects.

These are standby contracts that are dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified” adopted for FY2024.

Historical Expenditures:

- FY2023: The County allocated/expenditures as of 9/13/2023, \$179,184.00
- FY2022: The County spent \$149,154.98
- FY2021: The County spent \$136,717.00
- FY2020: The County spent \$396,920.08
- FY2019: The County spent \$394,792.91
- FY2018: The County spent \$335,869.86
- FY2017: The County spent \$594,646.06

Project Implications: The intent of these professional services contracts is for one or more firms to provide some, all, or any combination of the various and diverse engineering studies; consultative,

advisory, investigative and pre-design services; pre-design and pre-construction activities; partnering; project management services; detailed design services; contract administration and general review during construction; construction management services for the County on an as needed basis. Whenever services are requested by the County, the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these contracts are not approved, the County does not have the capacity, or the expertise, to perform these professional services in-house for mechanical, electrical, plumbing, and fire protection services. Approval will enable us to have engineering consultancy services on-hand to review proposal specifications for proposed solicitations before being advertised to ensure that all aspects necessary for a successful procurement have been addressed.

Contract Modification No, this is a New Procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: **\$1,500,000.00**

(A)

Contract Value: **\$300,000.00**

Prime Vendor: **WSP USA Environment & Infrastructure, Inc.**

Prime Status: **Non-Minority**

Location: **Kennesaw, GA**

County: **Cobb County**

Prime Value: **\$255,000.00 or 85.00%**

Subcontractor: **Hammond & Associates, Inc.**

Subcontractor Status: **African American Male Business Enterprise**

Location: **Norcross, GA**

County: **Gwinnett County**

Subcontractor Value: **\$45,000.00 or 15.00%**

Total Contract Value: \$300,000.00 or 100.00%

Total Certified Value: \$45,000.00 or 15.00%

(B)

Contract Value: \$300,000.00

Prime Vendor: Axis Infrastructure, LLC

Prime Status: Non-Minority

Location: Roswell, GA

County: Fulton County

Prime Value: \$285,000.00 or 95.00%

Subcontractor: Sebench Engineering, Inc.

Subcontractor Status: Service-Disabled Veteran Business Enterprise

Location: Atlanta, GA

County: DeKalb County

Subcontractor Value: \$15,000.00 or 5.00%

Total Contract Value: \$300,000.00 or 100.00%

Total Certified Value: \$15,000.00 or 5.00%

(C)

Contract Value: \$300,000.00

Prime Vendor: Johnson, Spellman & Associates, Inc.

Prime Status: Non-Minority

Location: Peachtree Corners, GA

County: Gwinnett County

Prime Value: \$222,150.00 or 74.05%

Subcontractor: Bolden-Williams & Associates, Inc.

Subcontractor Status: Non-Minority

Location: Lawrenceville, GA

County: Gwinnett County

Subcontractor Value: \$77,850.00 or 25.95%

Total Contract Value: \$300,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

(D)

Contract Value: \$300,000.00

Prime Vendor: Wiley/Wilson

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$240,000.00 or 80.00%

Subcontractor: Fisher Engineering

Subcontractor Status: White Female Business Enterprise

Location: Johns Creek, GA

County: Gwinnett County

Subcontractor Value: \$60,000.00 or 20.00%

Total Contract Value: \$300,000.00 or 100.00%

Total Certified Value: \$60,000.00 or 20.00%

(E)

Contract Value: \$300,000.00

Prime Vendor: Foresite Group, LLC

Prime Status: Non-Minority

Location: Peachtree Corners, GA

County: Gwinnett County

Prime Value: \$300,000.00 or 100.00%

Total Contract Value: \$300,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$1,500,000.00 or 100.00%

Grand Certified Value: \$120,000.00 or 8.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Reports

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$1,500,000.00
 TOTAL: \$1,500,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$1,500,000.00
 This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified” adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: TV one-year renewal options

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2023
Report Period End: 6/30/2023



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August 24, 2023

PROJECT: #23RFP138735K-DB; Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Real Estate and Asset Management.

Five (5) firms submitted a proposal for evaluation and consideration for award of this project:

1. Axis Infrastructure, LLC.
2. Foresite Group, LLC.
3. Johnson, Spellman & Associates, Inc.
4. Wiley/Wilson
5. WSP USA Environment & Infrastructure Inc.

After review, evaluation and consideration, including Oral Interviews with all five (5) firms, of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by all firms; **WSP USA Environment & Infrastructure Inc.** with a total score of **88.14**, **Axis Infrastructure, LLC.** with a total score of **87.17**; **Johnson, Spellman & Associates, Inc.** with a total score of **85.11**; **Wiley/Wilson** with a total score of **84.93** and **Foresite Group, LLC.** with a total score of **79.61** are recommended vendors for award of project #23RFP138735K-DB; Standby Professional Services for Mechanical, Electrical, Plumbing & Fire Protection.

Evaluation Committee Recommendation Letter

August 24, 2023

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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Zewdie Bekele

Zewdie Bekele,

Department of Real Estate and Asset Management

DocuSigned by:

Freddie Robinson

Freddie Robinson,

Department of Real Estate and Asset Management

DocuSigned by:

Hilary Ndulue

Hilary Ndulue,

Department of Real Estate and Asset Management

Evaluation Committee Recommendation Letter

August 24, 2023

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EVALUATION CRITERIA	WEIGHT	Axis Infrastructure, LLC.	Foresite Group, LLC.	Johnson, Spellman & Associates, Inc.	Wiley/Wilson	WSP USA Environment & Infrastructure, Inc.
Project Plan	20	18.33	16.67	18.33	18.33	18.33
Project Team Qualifications / Qualifications of Key Personnel	20	16.67	16.67	20	16.67	20
Relevant Project Experience/Past Performance	20	16.67	18.33	20	20	20
Availability of Key Personnel	15	12.50	11.25	12.50	12.50	13.75
Local Preference	5	5	5	0	5	5
Service Disabled Veterans Preference	2	0	0	0	0	0
Cost Proposal	18	18	11.69	14.28	12.43	11.06
TOTAL SCORE:	100.00	87.17	79.61	85.11	84.93	88.14

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E4
Project	Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Prot
Project Number	20RFP124968K-DB (B)
Supplier	WSP USA Environment & Infrastructure Inc.
Supplier Project Contact	Kyle Proshok (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/17/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/17/2023 12:05 PM EDT
Completion Date	07/17/2023 12:05 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE

17/20

Rating Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

17/20

Rating Excellent: Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 11, 2023

SUBJECT: Contractor's Performance Report – Wiley Wilson Inc.– Standby Mechanical Electrical Fire Protection and Plumbing Services

The Contractor listed below has not provided service to Fulton County through an awarded contract this year. The most recent vendor performance evaluation being provided for approval consideration indicates satisfactory performance. A complete performance evaluation will be done by the Department Representative if the award recommendation is approved.

PROJECT: Standby Mechanical Electrical Fire Protection and Plumbing Services

PROJECT NO.: 23RFP138735K-DB

CONTRACTOR: Wiley Wilson
5901 Peachtree Dunwoody Road
Building C / Suite 515
Atlanta, GA 30328

POC: Robert Bass, Vice President

PHONE: (678) 320-1865

EMAIL: bbass@wileywilson.com

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2019	6/30/2019	1/1/2019	12/31/2019
PO Number		PO Date	
Department	Real Estate and Asset Management		
Bid Number	16RFP103530K-DB		
Service Commodity	Standby Mechanical, Electrical, Plumbing and Fire Protection		
Contractor	Wiley/Wilson		

= Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.</i>
= Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
= Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
= Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
= Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

0

1

2

3

4

Achieves contract requirements 100% of the time. Their staff are very knowledgeable, qualified and technically sound. Wiley Wilson provides excellent services and their staff are very responsive to every project

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time completion Per Contract)

Comments:

0

1

2

3

4

Achieves contract requirements 100% of the time. Wiley Wilson is immediately responsive; highly efficient and/or effective with no delays. They are very adaptable and flexible to changes. Exceeded every project requirement, time lines and milestones.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

0

1

2
 3
 4

Achieves contract requirements 100% of the time. Wiley Wilson business relationship and communication with customers are excellent. Their staff are very responsive to customers' needs and expectations.

Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:

0
 1
 2
 3
 4

Achieves contract requirements 100% of the time. Wiley's have been exceptional when meeting customer's satisfactions and expectations. Customers are very pleased with their design plans, specifications and attention to details.

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

Comments:

0
 1
 2
 3
 4

Achieves contract requirements 100% of the time. Wiley Wilson staff personnel are very highly efficient, effective and professional at all times with the customer. They always available and exceeds customers' expectation.

Overall Performance Rating: 4.0

Would you select/recommend this vendor again? Check box for Yes. Leave Blank for No <input checked="" type="radio"/> Yes <input type="radio"/> No	Rating completed by: dolores.musgrove
---	---------------------------------------

Department Head Name	Department Head Signature	Date
Joseph N. Davis		7/25/2014



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 12, 2023

SUBJECT: Contractor's Performance Report – Standby Mechanical Electrical Fire Protection and Plumbing Services – 23RFP138735K-DB

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Standby Mechanical Electrical Fire Protection and Plumbing Services

PROJECT NO.: 23RFP138735K-DB

CONTRACTOR: Axis Infrastructure, LLC
70 Mansell Ct., Suite 200
Roswell, GA 30076

POC: Traci Strom

PHONE: (678)395-4920

EMAIL: tracistrom@axiscompanies.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/CG/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 12, 2023

SUBJECT: Contractor's Performance Report – Standby Mechanical Electrical Fire Protection and Plumbing Services – 23RFP138735K-DB

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Standby Mechanical Electrical Fire Protection and Plumbing Services

PROJECT NO.: 23RFP138735K-DB

CONTRACTOR: Foresite Group, LLC
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

POC: Megan Keel

PHONE: (770)368-1399

EMAIL: bids@fg-inc.net

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/CG/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 12, 2023

SUBJECT: Contractor's Performance Report – Standby Mechanical Electrical Fire Protection and Plumbing Services – 23RFP138735K-DB

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Standby Mechanical Electrical Fire Protection and Plumbing Services

PROJECT NO.: 23RFP138735K-DB

CONTRACTOR: Johnson Spellman & Associates, Inc.
350 Research Court, Suite 130
Peachtree Corners, GA 30092

POC: Greta Holland

PHONE: (678)336-5423

EMAIL: gholland@jsace.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/CG/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0723

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in an amount not to exceed \$130,000.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2024 through September 30, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: This statewide contract provides fuel dispensing via WEX card services for the County vehicles operating outside areas where the drivers cannot utilize County-owned fuel facilities and related services in support of the County's fuel card program.

Scope of Work: Benefits to use this SWC are:

- No account set up fee
- No monthly card fees
- No fee for replacement card

- Access to Strategic Card Support for special customer service
- Early payment rebate ranges from 0.10% to 0.13

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The fuel WEX cards is a VISA badged fuel card that allows users to purchase fuel at any retail location through the metro area. Ninety-five (95) percent of WEX card users are law enforcement officers and County officials. The requested spending authority in the total amount of \$130,000.00 will cover the costs for fuel dispensing demands via WEX card services for the County vehicles operating outside areas and help to subsidize high fuel costs for FY2024.

The fuel card services will be managed and coordinated by the Department of Real Estate and Asset Management's, Fleet Operation Management Division.

Project Implications: This fuel management service contract is critical component in support of the County fleet, using fuel sites out of the County's fuel dispensing services for approximately 275 County fleet vehicles.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this statewide contract is not approved, the Department will not be able to provide fuel dispensing services to the County fleet vehicles traveling out of the metro area for FY2024.

Contract Modification No, this is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

- Exhibit 1: SWC #99999-001-SPD0000112-0001
- Exhibit 2: SWC Benefits Sheet for Fuel Card Management
- Exhibit 3: Contractor's Performance Report
- Exhibit 4: Statewide Contract Justification Form

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Agenda Item No.: 23-0723

Meeting Date: 10/18/2023

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$130,000.00
TOTAL: \$130,000.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1712: Internal Service, Real Estate and Asset Management, Gasoline- \$130,000
“Subject to availability of funding adopted for FY 2024 by the BOC”

Key Contract Terms	
Start Date: 1/1/2024	End Date: 9/30/2024
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2023
Report Period End: 6/30/2023

Summary of Contract # 99999-001-SPD0000112-0001

[Open Main Document](#)

Contract Information

Contract Name * Fuel Card Management Services

Contract Type * Mandatory Statewide Contract

Supplier Name WEX BANK

Summary [View Summary](#)

Contract Dates

Begin Date 10/1/2014 12:00 AM EDT

Expire Date 9/30/2023 11:59 PM EDT

Contract Managers

Carl Allen Hall
carl.hall@doas.ga.gov
+1 404-657-4254

Purchasing Information

Attachments

Display Order	Attachment	Date Uploaded
1 	 Fuel+Card+Managment+Services+WEX+2022.pdf	1/31/2022 12:26:47 PM
2	 Benefit Sheet	10/23/2014 8:32:38 AM
3	 Signed Amendment.pdf	8/22/2022 10:27:11 AM

[See All \(6\) Attachments](#)

* Required

[Close](#)



Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000112-0001		
Name of Contract	Fuel Card Management Services		
Effective Date	October 1, 2014	Expiration Date:	September 30, 2022
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Mandatory
Contract Information for Supplier			Page Number
<u>Wex Bank</u>			<u>2</u>
Additional Contract Information			
<u>General Contract Information</u>			<u>3</u>
<u>Ordering Instructions</u>			<u>4</u>
<u>Frequently Asked Questions</u>			<u>5</u>
<u>Contract Renewals/ Extensions/ Changes</u>			<u>8</u>
<u>DOAS Contact Information</u>			<u>9</u>



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000112-0001
PeopleSoft Supplier Number	0000094858
Supplier Name & Address	
Wex Bank 3995 SOUTH 700 EAST Salt Lake City, UT 84107	
Contract Administrator	
Denise Baumgart Government Account Manager Telephone: 913-393-3208 Denise.Baumgart@wexinc.com	
Contact Details	
Ordering Information	Chris Buchanan christopher.buchanan@doas.ga.gov 404-463-6410
Remitting Information	Fleet Services P.O. Box 6293 Carol Stream, IL 60197-6293
Delivery Days	N/A
Discounts	.0010% net 10 .0012% net 7 .0013% net 5 (see details below)
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



General Contract Information

- (1) No set up or card fees apply
- (2) Early Payment Rebates Available
 - Payment received within 10 days of the billing date appearing on the monthly invoice: .0010% off retail transactions
 - Payment received within 7 days of the billing date appearing on your weekly invoice: .0012% off retail transactions
 - Payment received within 5 days of the billing date appearing on the weekly invoice: .0013% off retail transactions

Ordering Instructions

Initial Fuel Cards

State Agencies

- Contact Chris Buchanan, Office of Fleet Management 404 463 6410
christopher.buchanan@doas.ga.gov

Local Government

- Contact Denise Baumgart, Wright Express Account Manager (913) 393-3208 or
Denise.Baumgart@wexinc.com

Replacement Fuel Cards

State Agencies

- Visit: www.wexonline.com

Local Government

- Follow local Fleet/Purchasing directives

Frequently Asked Questions For the WEX Millennium Fuel Card Program

1. How long will the process take for me to have my new fuel card?

Each Account will go through a Discovery Session, Implementation and post implementation process. A standard conversion time is approximately 2-4 weeks, possibly longer depending on complexity.

2. What is Discovery?

The Discovery process is a meeting between the account holder and WEX to review your current account set-up or hold a discussion with new accounts to see how they would like their account set-up (I.E. Account Name, Reporting options, Invoicing option, Driver PIN Length, utilization of standard fields for Driver records/Vehicle Records, etc.).

3. When will the implementation take place?

A Representative from WEX will be reaching out to your Fleet Coordinator within the next couple of months to schedule a Discovery/Implementation call with you.

4. Who will contact me for implementation? What will be the communication method? Your Fleet Coordinator (the current fleet contact on your WEX account) will be contacted by Dianna Meserve or Sarah Scott via email or phone.

5. Will my import files change (WEXLink/.XLS)?

Yes, the Millennium system has its own WEXLink 2000 file spec (flat File) which may require IT resources if you have coded to a previous version. The .XLS files will include all additional standard fields that the Millennium system provides.

6. Will my reports change?

The Standard reports (Billing, Purchase activity etc.) will stay primarily the same with some formatting changes.

7. Can I still use the same process for WEXLink Maintenance (for automation processing)?

A New Process will be discussed with Account Representatives utilizing this functionality and IT resources will be necessary.

8. Will our driver PIN's change?

The driver PIN's (DID, Driver Identification) can remain the same as they are today.

9. Will we get new cards?

Yes, new cards will be issued.

10. Will my Account numbers and card numbers change?

Yes, both the account number and the card numbers will change. The Millennium system will be using a Credit Card Number (CCN) on the cards. The account number will no longer be printed on the cards. This helps to mitigate fraudulent activities. The CCN number is an eighteen digit string that is randomly generated within the system and reduces the risk of someone being able to replicate the number. When a card is reissued for being lost/stolen a new randomly generated number is given.

11. Will my Online User ID and password change?

You will need to keep your current user ID and Password for the online system you use today to retrieve historical information. You will receive a "New" User ID and Password for the millennium online system (they will not be the same).

12. Will this cost money?

No, we will only require resources during the discovery and implementation process.

13. Can I see the historical information from my old account on this account?

Historical information will not be available on the new account. You will still be able to access your old account via the "old" online system to pull any additional transactional information and reports.



14. Will I get multiple invoices?

Yes, you will get two separate invoices until all transactions have posted to your old account.

15. When will my old cards be shut off?

We will suspend and remove credit on your old account once your Fleet Coordinator has verified with us that you are no longer using the cards associated with that account. Usually 2 weeks from receipt of new cards or longer if necessary.

16. Which contract should I remit payment to?

You will remit payment under the new contract when you receive your invoice for the charges against the new fuel card. Fuel purchased with the current fuel card will be billed under the expiring (old) contract.

17. Will I have to resubmit my tax forms/direct debit forms?

New tax forms will need to be submitted if your current forms are due to expire within 4 months from the implementation start date on your account. WEX will inform you at the time of implementation if this will be necessary

Direct Debit/ACH forms will NOT need to be resubmitted as long as the bank account information is to remain the same.

18. Will I need to reset my Purchase Alerts?

Yes, this process will be covered during the Discovery/Implementation/Training

Changes/Renewals/Extensions

- 1. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2017.**

- 2. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2018.**

- 3. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2019**

- 4. Contract is currently on Renewal #4. The effective date of the renewal is Oct. 1, 2020.**

DOAS Contact Information

Name: Osborne J

Johnson

Phone:

404-232-1929



Department of
Administrative Services

Customer Focused, Performance Driven

Nathan Deal
Governor

Sid Johnson
Commissioner

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Fuel Card Management Services** with **Wex Bank**.

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel card management and related services in support of the State's Fuel Card Program.

Key benefits of the contract include:

- No account set up fees (commercial \$40.00 onetime charge per account)
- No monthly card fees (commercial \$2.00/month/card)
- No fees for replacement cards
- Access to Strategic Support for specialized Customer Service
- Improved Hierarchical reporting levels
- Early payment rebates ranging from of 0.10% - 0.13%
- Enhanced reporting features: Custom reporting templates, scheduling and emailing reports
- Additional data fields on card and driver ID records such as tank capacity and employee ID

Performance Evaluation Details

ID	E1
Project	Fuel Card Management Services
Project Number	SWC#99999-001-SPD0000 112-0001
Supplier	WEX Bank
Supplier Project Contact	Denise Baumgart (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/05/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/05/2023 11:08 PM EDT
Completion Date	09/05/2023 11:08 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating
Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.
Comments The vendor meets all the expectations and specifications.

SCHEDULE

17/20

Rating
Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.
Comments Vendor has prompt response to fuel card purchases outside of the Metro Atlanta and the State of Georgia.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating
Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.
Comments This vendor meets all requirements.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating
Excellent: Co-operative and timely response to the User Department concerns.
Comments Prompt response to fuel card purchases problems within it Software or Customer Service system .

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating
Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.
Comments This vendor service has the abilities to provide fuel purchase to all of the county's departments, within a limited amount of time.

GENERAL COMMENTS

Comments *Not Specified*

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **SWC #99999-001-SPD0000112-0001, Fuel Card Management Service**

Date: September 14, 2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:
 - Contract competitively solicited by State agency
 - Best supplier overall government pricing
 - Contract provides services from one source
 - Broad range of services program for wide users
 - Can use discount program by paying earlier; within 10 days, 7 days, and 5 days
 - Oversight by key public purchasing professionals
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.
3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)
 - X leveraging benefits of volume purchasing
 - X volume discounts
 - X service delivery requirement advantages
 - X reduction of cycle times
 - X enhanced service specification

Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.

X Yes No

2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). X Yes No

3. Reviewed the cost analysis provided by the User Department and determined the following:

X leveraging benefits of volume purchasing

X volume discounts

X service delivery requirement advantages

X reduction of cycle times

X enhanced service specification

4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? X Yes No

5. Is the entity is authorized to conduct/transact business in the State of Georgia?

X Yes No

6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? X Yes No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? X Yes No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0724

Meeting Date: 10/18/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services in the total amount of \$275,000.00 with ODP Business Solutions, formerly Office Depot Business Solutions (Norcross, GA) to provide copy paper and related supplies as needed countywide. Effective January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background Request approval to utilize Cooperative Purchasing, to provide and deliver copy paper and related supplies on an "as-needed" basis for Countywide Departments for FY2024.

Scope of Work: This Cooperative Purchasing Contract is competitively procured by Omnia Partners, a national governmental purchasing cooperative of which the County is a participating public agency.

The key benefits of utilizing this contract include the following:

- The vendor will deliver directly to the location of requesting agency, which will result in a reduction of fuel consumption on DREAM delivery vehicles and allow County personnel to be assigned to other logistical work.
- Requires less warehouse space to store paper.
- Next day delivery service.
- The County will receive a 1~2 % in rebates.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The copy paper and related supplies is coordinated and managed by the Department of Real Estate and Asset Management, Material Management Division.

Project Implications: This Cooperative Purchasing Contract all the necessary paper products needed to support various countywide agencies.

Community Issues/Concerns: None that the Department is aware of.

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, the Departments will not have the ability to provide copy paper and related supplies for countywide agencies for FY2024.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: Office Supplies, Related Products and Services Contract #R190303

Exhibit 2: Contractor's Performance Memo

Exhibit 3: Justification Form for Use of Cooperative Purchasing

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$275,000.00
 TOTAL: \$275,000.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5201-1713: Internal Services, Real Estate and Asset Management, Inventory Supplies - \$275,000.00 "Subject to availability of funding adopted for FY 2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: None

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2023
Report Period End: 6/30/2023



OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: RFP 19-03

RFP Issued: December 5, 2018

Pre-Proposal Date: December 18, 2018

Response Due Date: January 24, 2019

Proposals Received: #7

Awarded to: Office Depot, Inc. R190303

The Region 4 ESC Procurement Office issued RFP 19-03 on December 5, 2018 to establish a national cooperative contract for Office Supplies, Related Products and Services.

The solicitation included cooperative purchasing language in Sections I – Scope of Work:

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 24, 2019 proposals were received from the following offerors:

- EPIC Business Essentials
- Gonzalez Solutions for Business
- Lamrite West, Inc.
- Office Depot, Inc.
- Quill LLC
- Rapp Productions dba FurnitureLab
- Waterlogic Americas

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend awards to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC. The vendors submitted comparable proposals with competitive pricing and product ranges.

On April 23, 2019 the Board of Directors of Region 4 Education Service Center (ESC) approved the multiple awards for office supplies, related product and services to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC.

The Board of Directors of Region 4 Education Service Center and OMNIA Partners, Public Sector executed the agreement with a contract effective date of July 1, 2019

Contract includes:

- Offering a wide range of products and solutions
- Customized core list capabilities, customer access to online ordering and billing solutions
- Program Incentive Rebates
- National network of retail locations

Term:

Initial five-year agreement from July 1, 2019 to through June 30, 2024 with the option to renew for five (1) additional one-year periods through June 30, 2029.

Pricing/Discount:

- Fixed Net Priced
- Web less discount pricing by category for all Non-Core in current printed Office Depot BSD and the BSD School Solutions Catalog
- Qualified Free Delivery: \$50 minimum purchase

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/office-depot>

Region 4 Education Service Center (ESC)

Contract # R190303

for

Office Supplies, Related Products and Services

with

Office Depot, Inc.

Effective: June 1, 2019 revised to be effective July 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Office Depot, Inc., effective June 1, 2019 revised to be effective July 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference
- III. Memo incorporating Office Depot effective date of June 1, 2019 revised to be effective July 1, 2019



Request for Contract Update

Pursuant to the terms of contract number R190303 and R190502 for Office Supplies, Related Products & Services and Educational Supplies. Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Office Depot, Inc. (Contractor) hereby provides notice of the following update on this date May 10, 2019.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other Contract Start Notification
X Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Office Depot wishes to begin both of the recently awarded contracts; Office R190303 & Educational Supplies R190502 on the same day to provide the most consistent customer experience. We are opting to align with the Educational supplies contract begin date of July 1, 2019. Request letter is attached.

Submitted By: Susan Cummings

Approved by Email: Date 5/22/2019

Title: Vice President, Public Sector

Denied by Email: Date _____

Email Address: susan.cummings@officedepot.com

Region 4 ESC DocuSigned by:
Robert Engelmann
0B1D33BB0130490...



May 10, 2019

Robert Zinglemann,
Chief Financial Officer Finance and Operations Services
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77095

RE: Office Supplies, Related Products & Services Contract R190303
Educational School Supplies Contract R190502

Dear Mr. Zinglemann:

Office Depot is honored to have been recently awarded the contracts for Office Supplies R190303, effective June 1, 2019 and Educational School Supplies R190502 effective July 1, 2019. We look forward to once again partnering with Region 4 to bring this world class contract to our valued customers.

So that we can provide a consistent contract transition solution to all our agencies, Office Depot is electing to delay the start of the Office contract to align with the effective date of the School contract, July 1, 2019.

Please let us know if you need any additional details or clarification as it pertains to our plan to shift the start of the new contract R190303 to July 1, 2019 and end the current contract R141703 on June 30, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Cummings", is written over a light blue horizontal line.

Susan Cummings
Vice President, Public Sector

cc: Christine Dorantes, OMNIA Partners Public Sector



OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Office Depot, Inc

Address 6600 North Military Trail

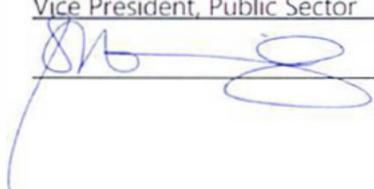
City/State/Zip Boca Raton, FL 33496

Telephone No. 561-438-4800

Email Address Susan.Cummings@OfficeDepot.com

Printed Name Susan Cummings

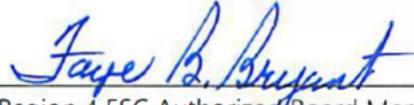
Title Vice President, Public Sector

Authorized Signature 

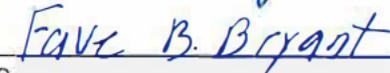
Accepted by Region 4 ESC:

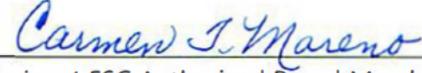
Contract No. R190303

Initial Contract Term June 1, 2019 to May 31, 2024


Region 4 ESC Authorized Board Member

4/23/19
Date


Print Name


Region 4 ESC Authorized Board Member

4/23/19
Date


Print Name



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 29, 2023

SUBJECT: Contractor's Performance Report – ODP Business Solutions formerly Office Depot Business Solutions - Omnia Partners Public Sector Contract #R190303 Office Supplies, Related Products and Services

The Contractor listed below has not been established as a vendor in BidNet for the Cooperative Agreement with Omnia Partners Public Sector Contract #R190303 that allows the County purchase Office Supplies, Related Products and Services. Therefore no evaluation in BidNet has been performed.

PROJECT: Office Supplies, Related Products and Services

PROJECT NO.: Omnia Partners Public Sector Contract #R190303

CONTRACTOR: ODP Business Solutions

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Willie Perryman, DREAM Building Maintenance Manager
Calvin Gamble, DREAM Material Management Manager
Harry Jordan, Contract Administrator, DREAM

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Real Estate and Asset Management

Contract # and Title: TCPN Contract #R190303, Copy Paper and Related Supplies

Date: September 15, 2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

The Cooperative Purchasing Network (TCPN) contract to provide copy paper and related supplies county wide. The vendor will delivery directly to the location of requesting agency, which will result in a reduction in fuel consumption on DREAM delivery vehicles; allowed County personnel to be assigned to other logistical work. Require less warehouse space to store paper. This contract provide the necessary paper products.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

- leveraging benefits of volume purchasing
- volume discounts
- service delivery requirement advantages
- reduction of cycle times
- enhanced service specification

Additional information:

The Benefits of utilizing this agreement:

- * Next day delivery service
- * The County receives a 1 - 2% in rebates.

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
 Yes No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). Yes No
3. Reviewed the cost analysis provided by the User Department and determined the following:
 - leveraging benefits of volume purchasing
 - volume discounts
 - service delivery requirement advantages
 - reduction of cycle times
 - enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? Yes No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
 Yes No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? Yes No
7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? Yes No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0683

Meeting Date: 10/18/2023

Department

Arts and Culture

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Requesting approval of a Resolution approving a sponsorship agreement template for use by the Department of Arts and Culture; authorizing the County Manager or his designee to sign such agreements where funding is in the approved budget of the Department of Arts and Culture; and for other purposes. Effective upon adoption. **(HELD ON 10/4/23)**

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to the County's home rule powers found in the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), the Board of Commissioners is authorized to adopt reasonable ordinances, resolutions, or regulations relating to the County's affairs for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto. Fulton County Code of Laws ("FCC") § 1-117 gives the Board of Commissioners exclusive authority over "the care, management, keeping, collecting, or disbursement, of money belonging to the County, or appropriated for its use and benefit." Pursuant to FCC § 2-152, the County Manager, as the Chief Executive Officer of Fulton County, has the duty "to conduct, supervise and administer all County affairs, subject only to the general law, to rules prescribed by the [Board of Commissioners], and subject to the right of the [Board of Commissioners] to review, repeal or modify any action of the [County Manager] which is contrary to the general law or such rules ..." Additionally, pursuant to Fulton County Code Section 102-369, the County Manager has the authority to sign contracts for services, construction, professional and consultant services, grant agreements and intergovernmental agreements up to \$100,000.00 on behalf of the County, subject to budgetary limitations and procurement requirements being met.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Arts and Libraries

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4

District 5

District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Arts & Culture Department is requesting that the County Manager or his designee is given approval to sign sponsorship agreements that are over the \$5,000.00 threshold where funding is available. These agreements are for sponsoring events and arts-specific programming in Fulton County

Community Impact: The agreements will allow the Arts & Culture Department to sponsor art programming and events in Fulton County, thus, bringing more awareness and opportunities to showcase the arts to the citizens of Fulton County

Department Recommendation: The Arts & Culture Department is recommending that the Board of Commissioners approve this item.

Project Implications: There are no project implications

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1307

1 **A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT TEMPLATE FOR USE**
2 **BY THE DEPARTMENT OF ARTS AND CULTURE; AUTHORIZING THE COUNTY**
3 **MANAGER OR HIS DESIGNEE TO SIGN SUCH AGREEMENTS WHERE FUNDING IS**
4 **IN THE APPROVED BUDGET OF THE DEPARTMENT OF ARTS AND CULTURE;**
5 **AND FOR OTHER PURPOSES.**
6

7 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
8 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
9 ordinances, resolutions, or regulations relating to its affairs for which no provision has
10 been made by general law and which is not inconsistent with the Georgia Constitution or
11 any local law applicable thereto; and

12 **WHEREAS**, the Fulton County Department of Arts and Culture serves as Fulton
13 County's funding agency to support cultural programs and services to Fulton County
14 based nonprofit arts organizations and Fulton County residents; and

15 **WHEREAS**, in addition to providing quality arts programming through support and
16 development of artists, arts organizations, arts institutions and cultural programming for
17 residents, the Fulton County Department of Arts and Culture also provides sponsorship
18 funding and in-kind services to a variety of arts-related organizations and events which
19 support and enhance arts education and culturally enriching activities in Fulton County
20 each fiscal year; and

21 **WHEREAS**, sponsorships are not covered by the Fulton County's procurement
22 rules and regulations and Fulton County does not otherwise have any rules or regulations
23 to implement and authorize the myriad of sponsorship opportunities available to the
24 Department of Arts and Culture, short of presenting each sponsorship opportunity before
25 the Board of Commissioners for approval; and

26 **WHEREAS**, sponsorship opportunities are typically short term, sometimes
27 unexpected, and must be acted upon quickly by the Department of Arts and Culture to
28 meet strict payment and other timelines required for participation by Fulton County; and

29 **WHEREAS**, pursuant to Fulton County Code Section 2-152, the County Manager,
30 as the Chief Executive Officer of Fulton County, has the duty “to conduct, supervise and
31 administer all county affairs, subject only to the general law, to rules prescribed by the
32 [Board of Commissioners], subject to the right of the [Board of Commissioners] to review,
33 repeal or modify any action of the [County Manager] which is contrary to the general law
34 or such rules....”; and

35 **WHEREAS**, pursuant to Fulton County Code Section 102-369, the County
36 Manager has the authority to sign contracts for services, construction, professional and
37 consultant services, grant agreements and intergovernmental agreements up to
38 \$100,000.00 on behalf of the County, subject to budgetary limitations and procurement
39 requirements being met; and

40 **WHEREAS**, pursuant to Fulton County Code Section 2-149, the County Manager
41 may delegate purely administrative duties to subordinates in the county government; and

42 **WHEREAS**, while the Fulton County Board of Commissioners recognizes that
43 each sponsorship opportunity is unique, the Board of Commissioners has determined that
44 it is desirable to develop a template for Arts Sponsorship Agreements so as to set forth
45 consistent expectations and obligations between the parties; and

46 **WHEREAS**, the Fulton County Board of Commissioners finds that it is in the best
47 interest of the citizens of Fulton County to delegate to the County Manager, or his
48 designee, the authority to execute Arts Sponsorship Agreements in order to streamline

49 the process by which the Department of Arts and Culture may provide sponsorship
50 funding and in-kind services to various arts-related organizations and events, so long as
51 funding for the event is in the approved budget of the Department of Arts and Culture.

52 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
53 Commissioners hereby approves the Arts Sponsorship Template Agreement, attached
54 hereto in substantial form as Exhibit A for use by the Department of Arts and Culture.

55 **BE IT FURTHER RESOLVED**, that the Board of Commissioners authorizes the
56 County Manager or his designee to sign all Arts Sponsorship Agreements as well as any
57 related documents, provided that the funding for the event is provided in the approved
58 budget of the Department of Art and Culture.

59 **BE IT FURTHER RESOLVED**, that the County Attorney is authorized to approve
60 the Arts Sponsorship Template Agreement as to form and to make necessary
61 modifications thereto prior to execution in order to protect the interest of Fulton County.

62 **BE IT FURTHER RESOLVED**, that after execution by the County Manager of an
63 Arts Sponsorship Agreement, said executed agreement will be provided in a report by the
64 Purchasing Agent to the Board of Commissioners at a subsequent meeting of this body.

65 **BE IT FURTHER RESOLVED**, that if he so chooses, the County Manager shall
66 make his designation via a simple memorandum identifying the designee, and stating that
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68 memorandum being provided to the Clerk to the Commission and the Purchasing Agent.

69 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
70 adoption, and shall continue until further notice, and that all resolutions and parts of
71 resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

72 **SO PASSED AND ADOPTED**, this ____ day of September, 2023.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

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Robert L. Pitts, Chairman

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ATTEST:

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Tonya R. Grier, Clerk to the Commission

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APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

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[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023Resolutions/9.20.23Resolution Authorizing
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96

Exhibit A

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between _____, with an office at _____, ("Host") and Fulton County, Georgia, on behalf of the Fulton County Department of Arts and Culture ("Fulton Arts & Culture" and "Sponsor") for the services provided for or at _____, henceforth know as ("Artist/Event").

RECITALS

Host is presenting the following Artist/Event: _____. Fulton Arts and Culture desires to sponsor the Artist/Event. If applicable, Fulton Arts and Culture agrees to purchase a sponsorship package at the _____ level.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
2. **Host's Obligations/Deliverables:** In consideration for Host presenting or putting on the Artist/Event and receiving payment, Host shall provide Fulton Arts & Culture with the services, deliverables and rights set out in Appendix A, which is incorporated and hereby made a part of this Agreement.
3. **Fulton Arts & Culture's Obligations/Deliverables:** As full compensation for the rights, deliverables and services granted herein, Fulton Arts & Culture shall pay to Host a fee (the "Sponsorship Fee"), as set out Appendix B, which is incorporated and hereby made a part of this Agreement. The Sponsorship Fee is payable to Host in the manner and due on date(s) set out in Appendix B. Fulton Arts & Culture will provide Host with all deliverables and materials necessary to provide the contracted services (e.g., logos, etc.) as is further set forth in Appendix C.
4. **Term of the Agreement/Sponsorship period.** The Agreement is effective upon execution of the parties and shall terminate upon the occurrence of the Artist/Event or the dates specified elsewhere in this Agreement, unless earlier terminated as provided in this Agreement.
5. **Cancellation.** If the Artist/Event is not held by reason of acts of God, acts of a governmental authority, riot, revolution, fires, or war, or other cause beyond the reasonable control of the parties hereto, Sponsor shall use its best efforts to reschedule the Artist/Event at a mutually agreeable time within a reasonable time from the originally scheduled date. If the Artist/Event cannot be rescheduled, Host shall, within seven (7) days, refund to Fulton County any amounts previously paid by Fulton County for which a service has not been provided.
6. **Trademarks/Materials.** The use of trademarks or materials of the parties shall be as provided in Appendix C.
7. **Hold Harmless/ Indemnification.** To the extent allowable by law, Host hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton Arts & Culture [Fulton County], its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered

or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Host, its agents, employees, officers and directors in connection with the Event. The language of this indemnification clause shall survive the termination of this Agreement. Host is not responsible for any acts or omission that is not caused by it, its employees, agents or any one under its control or direction.

8. **Limitation of Liability.** In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

9. **Miscellaneous.**

9.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Host agrees to send a copy of any notices via email to David.Manuel@fultoncountyga.gov with a copy to Joycelyn.Fowler@fultoncountyga.gov.

9.2. Invoicing and Payment. Invoices shall be submitted to the Fulton County Accounts Payable Division via electronic mail at Accounts.Payable@fultoncountyga.gov at least ten (10) business days prior to the payment due date. At a minimum, original invoices must include:

- (1) the event date;
- (2) the name of the event; and
- (3) the legal name of the entity to receive payment.

9.3 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

9.4 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement. Notwithstanding the foregoing, Host acknowledges that as a governmental entity, Fulton Arts & Culture [Fulton County] must comply at all time with the Georgia Open Records Act, and where there is a conflict between the terms of this Agreement and the Open Records Act, the provisions of the Georgia Open Records Act shall control.

9.5 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Host consents to the exclusive jurisdiction and venue of the courts in Fulton County, Georgia.

9.6 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[HOST]

Attest:

Signatory's name

(Signature)

Name

Title

(Seal)

Fulton County, Georgia

Richard "Dick" Anderson
County Manager

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

1 **A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT TEMPLATE FOR USE**
2 **BY THE DEPARTMENT OF ARTS AND CULTURE; AUTHORIZING THE COUNTY**
3 **MANAGER OR HIS DESIGNEE TO SIGN SUCH AGREEMENTS WHERE FUNDING IS**
4 **IN THE APPROVED BUDGET OF THE DEPARTMENT OF ARTS AND CULTURE;**
5 **AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
8 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
9 ordinances, resolutions, or regulations relating to its affairs for which no provision has
10 been made by general law and which is not inconsistent with the Georgia Constitution or
11 any local law applicable thereto; and

12 **WHEREAS**, the Fulton County Department of Arts and Culture serves as Fulton
13 County's funding agency to support cultural programs and services to Fulton County
14 based nonprofit arts organizations and Fulton County residents; and

15 **WHEREAS**, in addition to providing quality arts programming through support and
16 development of artists, arts organizations, arts institutions and cultural programming for
17 residents, the Fulton County Department of Arts and Culture also provides sponsorship
18 funding and in-kind services to a variety of arts-related organizations and events which
19 support and enhance arts education and culturally enriching activities in Fulton County
20 each fiscal year; and

21 **WHEREAS**, sponsorships are not covered by the Fulton County's procurement
22 rules and regulations and Fulton County does not otherwise have any rules or regulations
23 to implement and authorize the myriad of sponsorship opportunities available to the
24 Department of Arts and Culture, short of presenting each sponsorship opportunity before
25 the Board of Commissioners for approval; and

26 **WHEREAS**, sponsorship opportunities are typically short term, sometimes
27 unexpected, and must be acted upon quickly by the Department of Arts and Culture to
28 meet strict payment and other timelines required for participation by Fulton County; and

29 **WHEREAS**, pursuant to Fulton County Code Section 2-152, the County Manager,
30 as the Chief Executive Officer of Fulton County, has the duty “to conduct, supervise and
31 administer all county affairs, subject only to the general law, to rules prescribed by the
32 [Board of Commissioners], subject to the right of the [Board of Commissioners] to review,
33 repeal or modify any action of the [County Manager] which is contrary to the general law
34 or such rules....”; and

35 **WHEREAS**, pursuant to Fulton County Code Section 102-369, the County
36 Manager has the authority to sign contracts for services, construction, professional and
37 consultant services, grant agreements and intergovernmental agreements up to
38 \$100,000.00 on behalf of the County, subject to budgetary limitations and procurement
39 requirements being met; and

40 **WHEREAS**, pursuant to Fulton County Code Section 2-149, the County Manager
41 may delegate purely administrative duties to subordinates in the county government; and

42 **WHEREAS**, while the Fulton County Board of Commissioners recognizes that
43 each sponsorship opportunity is unique, the Board of Commissioners has determined that
44 it is desirable to develop a template for Arts Sponsorship Agreements so as to set forth
45 consistent expectations and obligations between the parties; and

46 **WHEREAS**, the Fulton County Board of Commissioners finds that it is in the best
47 interest of the citizens of Fulton County to delegate to the County Manager, or his
48 designee, the authority to execute Arts Sponsorship Agreements in order to streamline

49 the process by which the Department of Arts and Culture may provide sponsorship
50 funding and in-kind services to various arts-related organizations and events, so long as
51 funding for the sponsorship of these events is in the approved budget of the Department
52 of Arts and Culture.

53 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
54 Commissioners hereby approves the Arts Sponsorship Template Agreement, attached
55 hereto in substantial form as Exhibit A for use by the Department of Arts and Culture.

56 **BE IT FURTHER RESOLVED**, that the Board of Commissioners authorizes the
57 County Manager or his designee to sign all Arts Sponsorship Agreements as well as any
58 related documents, provided that funding for the sponsorship of these events is provided
59 in the approved budget of the Department of Art and Culture.

60 **BE IT FURTHER RESOLVED**, that the County Attorney is authorized to approve
61 the Arts Sponsorship Template Agreement as to form and to make necessary
62 modifications thereto prior to execution in order to protect the interest of Fulton County.

63 **BE IT FURTHER RESOLVED**, that after execution by the County Manager of an
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65 Purchasing Agent to the Board of Commissioners at a subsequent meeting of this body.

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71 adoption, and shall continue until further notice, and that all resolutions and parts of
72 resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

73 **SO PASSED AND ADOPTED**, this ____ day of October, 2023.

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Robert L. Pitts, Chairman

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72 resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

73 **SO PASSED AND ADOPTED**, this ____ day of ~~September~~October, 2023.

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**FULTON COUNTY BOARD
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EXHIBIT A

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between _____, with an office at _____, ("Host") and Fulton County, Georgia, on behalf of the Fulton County Department of Arts and Culture ("Fulton Arts & Culture" and "Sponsor") for the services provided for or at _____, henceforth know as ("Artist/Event").

RECITALS

Host is presenting the following Artist/Event: _____. Fulton Arts and Culture desires to sponsor the Artist/Event. If applicable, Fulton Arts and Culture agrees to purchase a sponsorship package at the _____ level.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
2. **Host's Obligations/Deliverables:** In consideration for Host presenting or putting on the Artist/Event and receiving payment, Host shall provide Fulton Arts & Culture with the services, deliverables and rights set out in Appendix A, which is incorporated and hereby made a part of this Agreement.
3. **Fulton Arts & Culture's Obligations/Deliverables:** As full compensation for the rights, deliverables and services granted herein, Fulton Arts & Culture shall pay to Host a fee (the "Sponsorship Fee"), as set out Appendix B, which is incorporated and hereby made a part of this Agreement. The Sponsorship Fee is payable to Host in the manner and due on date(s) set out in Appendix B. Fulton Arts & Culture will provide Host with all deliverables and materials necessary to provide the contracted services (e.g., logos, etc.) as is further set forth in Appendix C, if applicable.
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6. **Trademarks/Materials.** The use of trademarks or materials of the parties shall be as provided in Appendix C, if applicable.
7. **Hold Harmless/ Indemnification.** To the extent allowable by law, Host hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton Arts & Culture [Fulton County], its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered

or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of Host, its agents, employees, officers and directors in connection with the Event. The language of this indemnification clause shall survive the termination of this Agreement. Host is not responsible for any acts or omission that is not caused by it, its employees, agents or anyone under its control or direction.

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9. **Miscellaneous.**

9.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Host agrees to send a copy of any notices via email to David.Manuel@fultoncountyga.gov with a copy to Joycelyn.Fowler@fultoncountyga.gov.

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9.6 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[HOST]

Attest:

Signatory's name

(Signature)

Name

Title
(Seal)

Fulton County, Georgia

Richard "Dick" Anderson
County Manager

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

APPENDIX A

The Host of [the Event], _____, shall provide Fulton Arts & Culture with the following deliverables:

APPENDIX B

SPONSORSHIP FEE: _____

Fulton County agrees to sponsor _____ on _____ in the amount of \$_____.

This Agreement represents the only relationship between Company and Sponsor. No other relationship between the two entities exists, implied, or otherwise.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0725

Meeting Date: 10/18/2023

Department

Senior Services

Requested Action

Request approval to increase spending authority - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in the amount of \$132,841.35 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background The Department of Senior Services recommends approval to increase the spending authority for Mutual Meadows. This is based on the expected budget shortfall and increased monthly burial costs for 2023.

Scope of Work: Mutual Meadows provides interment and cremation services for the indigent including cemetery plots, furnishing of gravesites, cement vault, opening and closing of grave sites,

lowering services, cremation, and interment of cremains and perpetual care. This is done pursuant to O.C.G.A § 36-12-5, which requires the governing authority of the county wherein indigent deaths occur to make available from county funds a sum sufficient to provide a decent interment or cremation of deceased indigent persons. The gravesites are located at Lakeside Memorial Gardens Cemetery, 7720 Ono Road, Palmetto, GA 30268. This program provides a decent burial for Fulton County citizens who die and have no resources to pay for the interment costs at the time of death.

Community Impact: Fulton County provides approximately 350 indigent burials annually: 90% are adults, 3% are children ages 2 to 16, and 7% are children under 2.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Fulton County is obligated pursuant to O.C.G.A § 36-12-5 to provide indigent burial services. Approval will allow the County to continue to provide services in compliance with state law.

Community Issues/Concerns: There are no community issues or concerns regarding this item.

Department Issues/Concerns: The Department has no issues or concerns regarding this item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1049	12/15/2021	\$418,750.00
1st Renewal	22-0774	10/19/2022	\$418,750.00
Increase Spending Authority	23-0161	03/01/2023	\$21,675.00
Increase Spending Authority			\$132,841.35
Total Revised Amount			\$992,016.35

Contract & Compliance Information

Contract Value: \$132,841.35

Prime Vendor: Mutual Meadows

Prime Status: Non-Minority

Location: Peachtree Corners, GA

County: Gwinnett County

Prime Value: \$132,841.35 or 100.00%

Subcontractor: None

Total Contract Value: \$132,841.35 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

- Exhibit 1: Amendment No. 2 to Form of Agreement
- Exhibit 2: Mutual Meadows Performance Evaluation Q2-23

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$418,750.00
Previous Adjustments: \$440,425.00
This Request: \$132,841.35
TOTAL: \$992,016.35

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-183-1838-1234: General, Senior Services, Indigent Burial Services

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: \$132,841.35	Renewal/Extension Terms:

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0725

Meeting Date: 10/18/2023

Report Period Start:
1/1/2023

Report Period End:
12/31/2023

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: ***Mutual Meadows***
Contract No. ***21ITB000028A-CJC***
Address: ***5425 Peachtree Parkway Ste 206***
City, State: ***Peachtree Corners, GA 30092***
Telephone: ***770-577-1364***
E-mail: ***tkeesee13@yahoo.com***
Contact: ***Thomas Keesee***
President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Mutual Meadows to provide Indigent Burial Services, dated January 1, 2022, on behalf of the Department of Senior Services; and

WHEREAS, Amendment No. 1 amended the existing agreement, with all terms and conditions unchanged to increase the spending authority in an amount not to exceed \$21,675 on March 1, 2023, BOC Item 23-0161; and

WHEREAS, the County wishes to amend the existing contract, to increase the spending authority due to increased monthly burial costs in an amount not to exceed \$132,841,35; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Mutual Meadows, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide interment and cremation

services for the indigent to include cemetery plots, furnishing of gravesites, cement vault, opening and closing of grave sites, lowering services, cremation, and interment of cremains and perpetual care. O.C.G.A § 36-12-5, which requires the governing authority of the county wherein indigent deaths occur to make available from county funds a sum sufficient to provide a decent interment or cremation of deceased indigent persons. The gravesites are located at Lakeside Memorial Gardens Cemetery, 7720 Ono Road, Palmetto, GA 30268.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$132,841.35 (One Hundred Thirty Two Thousand Eight Hundred Forty One Dollars and Thirty Five Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu, Director
Department of Senior Services

Contractor:

MUTUAL MEADOWS

Thomas A. Keesee
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Indigent Burial
Project Number	21ITB000028A-CJC
Supplier	Mutual Meadows
Supplier Project Contact	Tom Keesee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/10/2023
Evaluation Type	Formal
Interview Date	07/10/2023
Expectations Meeting Date	07/10/2023
Status	Completed
Publication Date	08/10/2023 08:51 AM EDT
Completion Date	08/10/2023 08:51 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

17/20

Rating Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS

17/20

Rating Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION

17/20

Rating Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL

20/20

Rating Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0726

Meeting Date: 10/18/2023

Department

Senior Services

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase the spending authority - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$1,200,000.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This amount is based on the BOC approved FY23 enhancement for senior transportation. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, changes within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background

The Department of Senior Services recommends approval of an increase in spending authority for Common Courtesy to provide Alternative Senior Transportation Services. The Board of Commissioners approved an enhancement to the 2023 budget to cover increased costs associated with Uber/Lyft rides for eligible seniors on May 3, 2023, agenda item #23-0321. This authority increase request is a result of the additional funding allocated to the program budget.

Scope of Work: The Department manages non-emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and above who are more ambulatory and do not require assistance beyond the use of a cane to walk. Transportation services are the conduit to connect seniors to daily living activities and life enrichment services. This service has been impactful and shown to counter senior isolation, lower waiting times and provides same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g. Uber, Lyft or any combination of providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the utilization of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. Fulton County seniors who qualify will pay a \$1.00 cost share per trip and may receive up to 16 trips per month.

Community Impact: This service is currently providing services for an average of 1,800 seniors monthly and there are 4,289 registered seniors. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

Project Implications: Fulton County's senior population continues to grow in tandem with the projected growth of seniors nationally. It is estimated by 2030, 20% of the US population will be seniors. Senior transportation is the department's most requested service. Increased authority will allow continued service to seniors.

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Common Courtesy performance during the current contract period.

Department Issues/Concerns: The department will not be able to provide alternative transportation services to seniors without increased spending authority.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1048	12/15/2021	\$1,383,670.00
Amendment No. 1	22-0367	5/18/2022	\$519,177.60
Amendment No. 2	22-0445	6/15/2022	\$43,987.00
Amendment No. 3	22-0488	7/13/2022	\$900,000.00
Amendment No. 4	22-0582	8/17/2022	\$900,000.00
1 st Renewal	22-0735	10/5/2022	\$1,384,177.60
Amendment No. 5	23-0201	4/12/2023	\$1,800,000.00

Amendment No. 6			\$1,200,000.00
Total Revised Amount			\$8,131,012.20

Contract & Compliance Information

Contract Value: \$1,200,000.00

Prime Vendor: Common Courtesy
Prime Status: Small Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,200,000.00 or 100.00%

Total Contract Value: \$1,200,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Amendment No. 6 to Form of Agreement

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,383,670.00
Previous Adjustments: \$5,547,342.20
This Request: \$1,200,000.00
TOTAL: \$8,131,012.20

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept

Agenda Item No.: 23-0726

Meeting Date: 10/18/2023

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, \$1,200,000.00

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:3.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
12/31/2023

Performance Evaluation Details

ID	E1
Project	Alternative Senior Transportation Services
Project Number	21RFP000016A-CJC
Supplier	Common Courtesy, Inc.
Supplier Project Contact	Bob Carr (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/02/2023
Evaluation Type	Formal
Interview Date	08/01/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/02/2023 11:14 AM EDT
Completion Date	08/02/2023 11:14 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating
Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

Rating
Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments *Not Specified*

BUSINESS RELATIONS

20/20

Rating
Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

Rating
Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments *Not Specified*

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

AMENDMENT NO. 6 TO FORM OF CONTRACT

Contractor: ***Common Courtesy***

Contract No. ***21RFP000016A-CJC. Alternative Senior Transportation Services***

Address: ***P.O. Box 19674***
City, State ***Atlanta, Georgia 30325***

Telephone: ***404-559-0070***

E-mail: ***bob@ccrides.org***

Contact: ***Bob Carr***
Founder

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a contract with Common Courtesy ("the Contractor") to provide Alternative Senior Transportation Services, dated December 15, 2021, ("Contract") on behalf of the Department of Senior Services; and

WHEREAS, Amendment No. 1 was approved on May 18, 2022, BOC Item 22-0367; and

WHEREAS, Amendment No. 2 was approved on June 15, 2022, BOC Item 22-0445; and

WHEREAS, Amendment No. 3 was approved on July 13, 2022, BOC Item 22-0488; and

WHEREAS, Amendment No. 4 was approved on August 17, 2022, BOC Item 22-0582; and

WHEREAS, the Contract was renewed on October 5, 2022, BOC Item 22-0735; and

WHEREAS, Amendment No. 5 was approved on April 12, 2023, BOC Item #23-0201; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority in the amount of \$1,200,000.00 in order to continue to provide Alternative Senior Transportation Services; and

WHEREAS, the Contractor has performed satisfactorily over the period of the Contract.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 6 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Common Courtesy, who agree that all Services specified will be performed in accordance with this Amendment No. 6 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** No Change in Scope of Work.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,200,000.00 (One Million Two Hundred Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 6 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 6 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 6 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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.

FULTON COUNTY, GEORGIA

COMMON COURTESY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0727

Meeting Date: 10/18/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution urging the Georgia Governor and the General Assembly of the State of Georgia to continue efforts to reform and improve Mental Health Services for the citizens of Georgia; and for other related purposes. **(Arrington)**

1 **A RESOLUTION URGING THE GEORGIA GOVERNOR AND THE GENERAL**
2 **ASSEMBLY OF THE STATE OF GEORGIA TO CONTINUE EFFORTS TO REFORM**
3 **AND IMPROVE MENTAL HEALTH SERVICES FOR THE CITIZENS OF GEORGIA;**
4 **AND FOR OTHER RELATED PURPOSES.**
5

6 **WHEREAS**, being the constitutional level of government closest to their
7 constituents, Georgia counties are on the front lines of responding to mental health issues
8 within their communities as well as the development of mental health reform efforts; and

9 **WHEREAS**, the Fulton County Board of Commissioners supports efforts designed
10 to provide every citizen in need to have accessible, affordable, and adequate mental
11 health services; and

12 **WHEREAS**, the Fulton County Board of Commissioners is grateful for the efforts
13 of Georgia's executive, legislative, and judicial branches in working towards mental health
14 reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB
15 520 (2023), Georgia Supreme Court Chief Justice Michael P. Boggs's work on jail
16 diversion initiatives, and Governor Brian Kemp's commitment to expanding mental health
17 resources in schools for children and young adults; and

18 **WHEREAS**, despite these prior steps and successes, the Fulton County Board of
19 Commissioners recognizes that there is still a tremendous amount of work for the citizens
20 of Fulton County and other citizens across Georgia to receive adequate healthcare for
21 mental health and substance abuse disorders; and

22 **WHEREAS**, the Fulton County Board of Commissioners finds that urging Governor
23 Brian Kemp and the Georgia General Assembly to continue their efforts in the 2024
24 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital
25 mental health services would best serve the interests of the citizens of Fulton County and
26 the rest of the state of Georgia.

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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney