FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
September 1, 2021
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)
Liz Hausmann, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Vice Chair (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

21-0628 **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 Regular Meeting Agenda for separate consideration.

21-0629 **Board of Commissioners**
Proclamations for Spreading on the Minutes

Proclamation recognizing "General Larry Platt Appreciation Day." **(Abdur-Rahman)**
August 27, 2021

Proclamation recognizing "Bonita Wheat Houston Appreciation Day."
(Abdur-Rahman)
August 28, 2021

Proclamation recognizing "Community Day at Oak Hill Appreciation Day."
(Arrington)
August 28, 2021

Proclamation recognizing "John Edward Leidelmeijer Appreciation Day."
(Hausmann)
August 31, 2021

Proclamation recognizing "Jack P. Longino Remembrance Day." **(Arrington/BOC)**
September 1, 2021

Commissioners' District Board Appointments

21-0630 **Board of Commissioners**
FULTON COUNTY VETERANS EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Commissioner Arrington has nominated Anthony Merritt for a District appointment to a term ending December 31, 2024.

21-0631 **Board of Commissioners**
FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)

Term = 2 years

Term below expires: 12/31/2022
Bruce Gunning **(Ellis/BOC-2) (Resigned)**

Commissioner Ellis has nominated Manfred L. Michel for a District appointment to an unexpired term ending December 31, 2022.

21-0632 **Board of Commissioners**
THE FULTON COUNTY BOARD OF COMMISSIONERS ELECTIONS TASK FORCE

Term = Until task force sunsets on December 31, 2021.

Terms below expire: 12/31/21 (Reduced from three (3) to two (2) District Appointments)
Christine Lloyd **(Carn)**
Nia Williams **(Carn)**

Commissioner Abdur-Rahman has nominated Mitchell Shelby to replace Christine Lloyd and Nia Williams.

Open & Responsible Government

21-0633 **Registration & Elections**
Requesting the Board of Commissioners' approval of the Intergovernmental Agreements (IGAs) to conduct the General Municipal Election for the listed municipalities on November 2, 2021 and the General Municipal Runoff Election on November 30, 2021.

Cities: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Roswell, Sandy Springs, South Fulton, and Union City

21-0634 **Registration & Elections**
Requesting approval from the Board of Commissioners for the Board of Registration and Elections' proposals: 11.21, 12.21, and 13.21. The proposals referenced are for boundary line changes in the City of South Fulton, in accordance with House Bill 445 as amended. To amend an Act to incorporate the City of South Fulton in Fulton County, Georgia, approved April 26, 2016 (Ga. L. 2016, p. 3726), as amended, so as to change the corporate boundaries of the municipality; to provide for related matters; to repeal conflicting laws; and for other purposes.

21-0635 **Real Estate and Asset Management**

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, Bid#20ITB127421K-JAJ, Demolition Services for the Airway Motel in the amount of $4,924.75 with Tristar America, LLC (Norcross, GA) to provide additional equipment and laborers for the removal and disposing of asbestos piping, demolition and removal of an existing billboard and complete foundation; and hiring of an expediter to facilitate the completion of construction demolition debris work for the Airway Motel located at 720 Fulton Industrial Blvd, Atlanta, GA 30336. Effective for a period of 30 calendar days upon issuance of Notice to Proceed.

21-0636 **Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 4,271 square feet to Fulton County, a political subdivision of the State of Georgia, from MCM Benson Properties, LLC for the purpose of constructing the 875 Mayfield LLC Project at 875 Mayfield Road, Milton, Georgia 30009.

21-0637 **Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 220 square feet to Fulton County, a political subdivision of the State of Georgia, from MCM Benson Properties, LLC, for the purpose of constructing the 875 Mayfield LLC Project at 875 Mayfield Road, Milton, Georgia 30009.

Justice and Safety

21-0638 **District Attorney**

Request approval of the Fulton County District Attorney's Equitable Sharing Agreement and Certification.

21-0639 **Emergency Management**

Request Board of Commissioners approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - AFCEMA (Grant Years 2018 & 2019).

REGULAR MEETING AGENDA

21-0640 **Board of Commissioners**

Adoption of the Regular Meeting Agenda.

21-0641 **Clerk to the Commission**

Ratification of Minutes.

Regular Meeting minutes, August 4, 2021
Special Called Meeting Post Agenda Minutes, August 11, 2021
Recess Meeting Post Agenda Minutes, August 18, 2021

21-0642 **Board of Commissioners**
Presentation of Proclamations and Certificates

Proclamation recognizing “GMA President Mayor Vince Williams Appreciation Day.” **(Hausmann/BOC)**

Proclamation recognizing “Reverend Dr. Herman “SKIP” Mason Appreciation Day.” **(Hall/BOC)**

Proclamation recognizing “Black Business Month.” **(Pitts)**

Proclamation recognizing “National Recovery Month.” **(Ellis)**

Proclamation recognizing “Mays High School 40th Anniversary Appreciation Day.” **(Abdur-Rahman)**

The National Black Arts Festival presentation to the Board of Commissioners.

PUBLIC HEARINGS

21-0643 **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. 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.

ZONING, USE PERMITS, AND ZONING MODIFICATION APPLICATIONS

Zoning Public Hearing

21-0644 **Public Works**
2021Z -0003 SFC, 4090 Martin Luther King Jr. Drive (SR 139)

Public Works Dept. Recommendation: Approval Conditional
CZB Recommendation: Approval Conditional
CLUP: Consistent

Application by Bhupendra M. Patel and Radha B. Patel seeking a rezoning from M-2 (Heavy Industrial) to C-1 (Commercial) to develop a 2,928 square foot restaurant with a drive-through window.

The subject 0.605-acre site has 124.94 feet of frontage along the southwest side of Martin Luther King Jr. Drive. The site is in Land Lot 23, District 14F, Fulton County, Georgia.

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

21-0645 **Board of Commissioners**
MARTA Quarterly Briefing

COUNTY MANAGER'S RENEWAL ITEMS

Open & Responsible Government

21-0646 **Finance**
Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - Medicare Advantage in the amount of $229.19 for each Basic Medicare Advantage eligible enrollee (2) eligible enrollees will have the option to buy-up and pay the cost difference to enroll in the Enhanced Medicare Advantage Plan at the rate $267.77 per enrollee per month with Aetna Life Insurance Company (Atlanta, GA) to provide Medical and Pharmacy benefits as a fully insured option for Medicare eligible retired employees/beneficiaries and dependents. This action exercises the second of four renewal options. Two renewal options remain. Effective January 1, 2022 through December 31, 2022.

21-0647 **Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - Dental on a fully-insured basis with Aetna Life Insurance Company (Atlanta, GA) to administer: [1] Dental PPO (DPPO) Plan on a self-insured basis and [2] Dental HMO (DMO) Plan to eligible employees, retirees, beneficiaries and their covered dependents. This action exercises the second of four renewal options. Two renewal options remain. Effective date: January 1, 2022 through December 31, 2022.

21-0648 **Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Health Benefit Plan - Vision Benefits on a self-insured basis at the rate of $0.55 per enrollee per month with Eye Med Vision Care (Atlanta, GA) to administer vision benefit coverage to eligible active employees, retirees and beneficiaries. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

21-0649 **Finance**

Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, for Employee Healthcare Benefit Plan for fully self-insured HMO Plan with: (A) Anthem (BCBS) of Georgia to administer the Health Maintenance Organization (HMO), Point of Service (POS) Plan and CDHP with Health Savings Account (HSA) Plan on a self-insured basis to active employees and Pre-65 (Non-Medicare) retirees/beneficiaries as well as the HMO Medicare, Medicare Indemnity PPO and PPO Plus (Closed) Plans to Medicare eligible retirees/beneficiaries; and, (B) for Kaiser Permanente (Atlanta, GA) to administer to active employees and Pre-65 (Non-Medicare) retirees/beneficiaries and the Senior Advantage Plan to Medicare retirees/beneficiaries. This action exercises the second of four renewal options. Two renewal options remain. Effective date: January 1, 2022 through December 31, 2022.

21-0650 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125327C-CG, Portable Moving and Storage Unit Rental, in an amount not to exceed $22,000.00 with Units Atlanta, LLC d/b/a CLR Solutions (Austell, GA) to provide portable moving and storage unit rental. This action excises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

21-0651 **Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125973C-CG, Electronic Equipment Recycling Services, with NOVUS Solutions, LLC (Marietta, GA) to provide electronic equipment recycling services for Fulton County. This is a revenue generating contract. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

21-0652 **Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, Bid#19ITBC119850C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies, in the total amount of $98,312.00 with (A) Regency Lighting (Los Angeles, CA) in the amount of $48,250.00; (B) Voss Electric Co. d/b/a Voss Lighting, Inc. (Marietta, GA) in the amount of $39,462.00; (D) Summit Lighting Solutions(Lawrenceville, GA) in the amount of $5,600.00; and (E) E. Sam Jones Distributor, Inc.(Atlanta, GA) in the amount of $5,000.00, to provide ballasts, lamps, light fixtures and related items for Fulton County facilities and parking lots. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

Infrastructure and Economic Development

21-0653 **Public Works**

Request approval to renew existing contracts - Department of Public Works, 20RFP124470K-DB, TSPLOST Program Management Services in an amount not to exceed $114,600.00 with Goodwyn, Mills and Cawood, Inc. (GMC), to provide program management consulting services for the remainder of the TSPLOST Program. This action exercises the first of two renewal options. One renewal option remains. Effective August 28, 2021 through August 29, 2022.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

21-0654 **County Manager**

Presentation of COVID-19 Operational Response Update.

21-0655 **Purchasing and Contract Compliance**

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

21-0656 **Finance**

Presentation, review and approval of September 1, 2021 Budget Soundings

21-0657 **Finance**

Request approval of 2022 premium rates for the Medical and Pharmacy, Dental and Vision Plans effective January 1, 2022.

21-0658 **Finance**

Request approval of recommended proposals - Finance Department, 21RFP071321C-MH, Voluntary Worksite Benefits with (A) Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated to provide Accident Insurance, Critical Illness Insurance, Hospital Indemnity Insurance, Whole Life with Long Term Care Rider and Flexible Spending Accounts (Ameriflex Administrator);(B) Pre-Paid Legal Services, Inc. dba LegalShield to provide Identity Theft Protection; and, (C) Metropolitan Life Insurance Company to provide Short-term Disability Insurance & MetLife Legal Plans, Inc. to provide Legal Insurance. Voluntary Benefit Plan Premiums/Contributions 100% employee paid. Transition of services to begin upon Board approval through December 31, 2021; Plans will be effective January 1, 2022 through December 31, 2022 with four renewal options.

21-0659 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-SPD-S2021412-001, Expedited Mail & Package Delivery Services, in the total amount of $40,000.00 with United Parcel Service, Inc. (UPS) to provide expedited mail & package delivery services for Fulton County agencies. Effective upon BOC approval through December 31, 2021.

21-0660 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, National Cooperative Contract #192163, Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services in the amount of $24,999.00 with WW Grainger (Norcross, GA), to cover the cost to purchase additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions due to increase in maintenance repairs and construction projects throughout the County. Effective upon BOC approval.

21-0661 **Real Estate and Asset Management**

Request approval of a recommended proposal - Department of Real Estate and Asset Management, Bid#20RFP125803K-JAJ, Design/Build Services for the Replacement/Refurbishment of Air Handling Units and Replacement of Associated Fans - Phase II for Fulton County Judicial Center, in the amount of $2,281,308.00 with Mallory & Evans Service, Inc. (Scottdale, GA) for the replacement/refurbishment of a select number of air handling units (AHUs) and associated fans; UV lighting for germicidal benefits; and MERV 13 filters for all replacement AHUs within the Fulton County Judicial Center Complex. Effective upon issuance of Notice to Proceed and will terminate after 365 consecutive calendar days.

21-0662 **Human Resources Management**

Request approval of GovHR as the recommended vendor for the Department of Human Resources Management, Project No. 20RFP125481B-CJC, Job Search Services, for various departments of Fulton County Government. The cost of this project will not exceed $22,500.00 per request on an as needed basis.

21-0663 **Human Resources Management**

Request approval of a Resolution adopting a COVID-19 Vaccination & Testing Personnel Policy.

21-0664 **Human Resources Management**

Request approval of a recommended proposal - Department of Human Resources Management, 20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services, in the amount of $24,000.00 with Sedgwick Claims Management, Inc. (Dublin, OH) to provide comprehensive FMLA administration for the Fulton County workforce effective upon BOC approval through December 31, 2021, with two renewal options.

Arts and Libraries

21-0665 **Arts and Culture**

Request approval of a recommended proposal - Department of Arts and Culture, 21RFP063021B-YJ, Performing Arts and Disability Study: An Organizational Feasibility Study for Artists, Audiences and Non-Performing Arts Staff with Disabilities in the amount of $39,520.00 with Sizemore Group, LLC (Atlanta, GA) to provide opportunities for individuals with disabilities to fully utilize arts facilities in Fulton County as members of the audience, employees and performers. Effective upon BOC approval through December 31, 2021 with two renewal options.

Health and Human Services

21-0666 **Public Works**

Request approval of a service account agreement letter - Department of Public Works, Drinking Water Laboratory and Related Services account agreement letter in the amount of $17,600.00 with the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2021 to June 30, 2022.

21-0667 **Public Works**

Request approval of a statewide contract - Department of Public Works, SWC 99999-SPD-S20190913B-0002, Equipment Rental in an amount not to exceed $2,000,000.00 with Sunbelt Rentals, Inc. (Fort Mill, SC), to provide equipment rental services. Effective upon BOC approval for one year.

Infrastructure and Economic Development

21-0668 **Public Works**
Request approval of a Water Utility Easement Dedication of approximately 95,400 square feet to the City of Atlanta, a political subdivision of the State of Georgia from Fulton County, Georgia, for the purpose maintaining a water line and installing water meters along Sandy Creek Road to serve the Fulton County Executive Airport hangar tenants, authorize the Chairman or County Manager to execute all associated documents; and authorize the County Attorney to approve the associated documents as to form and make necessary changes thereto prior to execution.

Justice and Safety

21-0669 **County Manager**
Request approval to amend an existing contract - Office of the County Manager, 20RFP111320-EC, Technical Consulting Services in an amount not to exceed $75,000.00 with CHEckrein Consulting, LLC (Atlanta, GA) to provide professional services to assist County management with the design and implementation of the Court Backlog Project ("Project ORCA"). Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS

21-0579 **Board of Commissioners**
Request approval of a Resolution establishing a set payment of $250.00 per day for members of Fulton County Boards, Committees, Authorities, and Commissions where Commissioners make appointments, establishing exceptions for those entities where payments are established by State statute, law or regulation; and for other purposes. **(Arrington) (HELD ON 8/4/21 AND 8/18/21)**

21-0580 **Board of Commissioners**
Request approval of a Resolution requiring that beginning with Fiscal year 2022, the Operating Budget of revenues and expenditures for Fulton County be submitted to the Board of Commissioners prior to approval of the proposed millage rate, and requiring the proposed millage rate be based upon the budget requests of the County Departments; and for other purposes. **(Arrington) (HELD ON 8/4/21 AND 8/18/21)**

21-0582 **Board of Commissioners**
Request approval of a Resolution to amend the Fulton County Code of Ordinances to make certain provisions therein regarding decorum mandatory and to provide penalties for any violation; and for other purposes. **(Hausmann/Hall/Ellis/Morris) (MOTION TO APPROVE FAILED ON 8/4/21) (HELD ON 8/18/21)**

21-0618 **Board of Commissioners**
Request approval of a Resolution for the development and execution of a feasibility study for the location and construction of a new Fulton County Jail.
(Abdur-Rahman/Arrington) (HELD ON 8/18/21)

21-0670 **Board of Commissioners**
Request approval of a Resolution to identify positions to be used for appointment of Fulton County's representatives to the Region 3 Emergency Medical Services Advisory Council; and for other purposes. **(Pitts)**

21-0671 **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners in observance of Patriot Day and National Day of Service in remembrance of souls lost in the 2001 9/11 terrorist attacks on America; and for other purposes. **(Abdur-Rahman)**

21-0672 **Board of Commissioners**
Request approval of a Resolution by the Fulton County Board of Commissioners in support of the John Robert Lewis Voting Rights Advancement Act, and stopping voter suppression; and for other purposes. **(Abdur-Rahman)**

Commissioners' Full Board Appointments

21-0673 **Board of Commissioners**
BOARD OF REGISTRATION AND ELECTIONS

Term = 2 Years

Term below expires: 6/30/2023
Alex Wan **(Chair/BOC/Pitts) (Resigned)**

Commissioner Abdur-Rahman has nominated Alicia M. Ivey for a Full Board appointment to serve as Chairperson filling the unexpired term of Alex Wan to a term ending June 30, 2023.

EXECUTIVE SESSION

21-0674 **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.: 21-0629 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes

Proclamation recognizing “General Larry Platt Appreciation Day.” **(Abdur-Rahman)**
August 27, 2021

Proclamation recognizing “Bonita Wheat Houston Appreciation Day.” **(Abdur-Rahman)**
August 28, 2021

Proclamation recognizing “Community Day at Oak Hill Appreciation Day.” **(Arrington)**
August 28, 2021

Proclamation recognizing “John Edward Leidelmeijer Appreciation Day.” **(Hausmann)**
August 31, 2021

Proclamation recognizing “Jack P. Longino Remembrance Day.” **(Arrington/BOC)**
September 1, 2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0633 **Meeting Date:** 9/1/2021

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Requesting the Board of Commissioners' approval of the Intergovernmental Agreements (IGAs) to conduct the General Municipal Election for the listed municipalities on November 2, 2021 and the General Municipal Runoff Election on November 30, 2021.

Cities: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Roswell, Sandy Springs, South Fulton, and Union City

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Under the provision of Georgia Election Code, Section 21-2-45(c)(2), The governing authority of any municipality may authorize any county within which that municipality wholly or partially lies to conduct any or all elections held pursuant to this chapter.

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 listed Municipalities requested Fulton County conduct the 2021 General Municipal Election and General Municipal Runoff Election:

Agenda Item No.: 21-0633 **Meeting Date:** 9/1/2021

Cities: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Roswell, Sandy Springs, South Fulton, and Union City

Scope of Work: To conduct an efficient and effective election.

Community Impact: Countywide Election

Department Recommendation: Approval of all contracts

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

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INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Atlanta, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

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ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the Municipal Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

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f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and Municipal Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

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h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

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5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

DocuSign Envelope ID: 8155BC38-0A02-49BE-9768-76619CD83D41

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

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ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

DocuSign Envelope ID: 8155BC38-0A02-49BE-9768-76619CD83D41

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ATLANTA, GEORGIA

SIGN HERE

(SEAL)

Mayor

Date: 6/9/21

Municipal Clerk (SEAL)

APPROVED AS TO FORM:

DocuSigned by:
Reginald McClendon
031FA49A82414EF...

City Attorney

APPROVED AS TO SUBSTANCE:

Municipal Clerk

DocuSign Envelope ID: 8155BC38-0A02-49BE-9768-76619CD83D41

EXHIBIT A

As per the Agreement executed on _____, the City of Atlanta, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2021.

_____ (SEAL)
Municipal Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Atlanta General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

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FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF ATLANTA

FLAT-RATE (NON REFUNDABLE) CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	377,285	377,285
Cost Per Voter	$2.96	$2.46
Total Cost	**$1,116,764**	**$928,121**
Grand Total	**$2,044,885.00**	

2037

A RESOLUTION TO AUTHORIZE THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS TO CONDUCT THE CITY OF ALPHARETTA'S NOVEMBER 2, 2021 GENERAL ELECTION; TO AUTHORIZE THE CITY TO ENTER INTO A CONTRACT WITH FULTON COUNTY FOR SUCH PURPOSES; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta is required to hold a non-partisan general election on the 2nd day of November 2021, to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each; and

BY THIS RESOLUTION, the Council desires to authorize the Fulton County Board of Registration of Elections to conduct this general election and to authorize the Mayor to enter into a contract with Fulton County for such purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AND IT IS HEREBY

RESOLVED that the Fulton County Board of Registration and Elections shall conduct the general election of November 2, 2021 and is hereby appointed as the Election Superintendent to perform all duties of the Election Superintendent with the exception of the publication of the election and the obtaining of pre-clearance of the election pursuant to the Federal Voting Rights Act of 1965, if required; and **IT IS FURTHER**

RESOLVED that the Mayor and such other city officials as are necessary are authorized to enter into and execute on behalf of the City a contract with Fulton County for the conduct of the election, which contract was presented at the May 3, 2021 Council meeting and approved in the minutes.

SO RESOLVED this 3rd day of May, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Mitchell

Council Member Burnett

Council Member Richard

Council Member Hipes

Council Member Binder

Council Member Merkel

(SEAL)

Attest:

Erin Cobb, City Clerk

APPROVED AS TO FORM:

C. SAM THOMAS, CITY ATTORNEY

1343390

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ALPHARETTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 3rd day of May, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

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LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

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5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

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RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

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NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
2 Park Plaza
Alpharetta, GA 30009

With a copy to:

City Attorney
2 Park Plaza
Alpharetta, GA 30009

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ALPHARETTA, GEORGIA

(SEAL)

Mayor

Date: 5/03/2021

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on May 3, 2021, the City of Alpharetta, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

This 3rd day of May, 2021.

Municipal Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of Alpharetta General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF ALPHARETTA

FLAT RATE CONTRIBUTION

Election	November 2, 2021 General
Citywide	
Number of Active Registered Voters (as of 3.23.2021)	46,656
Cost Per Voter	$2.96
Total Cost	**$138,102.00**

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Chattahoochee Hills, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of the amount of the cost of the general or special election is due to the County ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and

payable within ninety (90) days of receipt. In no event shall the invoice exceed ten percent (10%) of the estimated election costs provided by the County to the City.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 1.5% per month carrying cost.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation except as excluded herein. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter except as excluded herein. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be

subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination. This Agreement shall terminate no later than fifty (50) years from the date first written above.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
Dana Wicher
City of Chattahoochee Hills
6505 Rico Road, Suite B
Chattahoochee Hills, GA 30268

With a copy to:

City Attorney
Richard P. Lindsey
Lindsey & Lacy, PC
200 Westpark Drive, Suite 280
Peachtree City, GA 30269

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This

Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF CHATTAHOOCHEE HILLS, GEORGIA



_____ **(SEAL)**
Mayor

_____
City Clerk (SEAL)

Date: 7/1/2021

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO SUBSTANCE:

_____
City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Chattahoochee Hills, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 1st day of July, 2021.

_____ (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Chattahoochee Hills General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF CHATTAHOOCHEE HILLS

PROJECTED CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	2,393	2,393
Cost Per Voter	$2.96	$2.46
Total Cost	**$7,083**	**$5,887**
Grand Total	**$12,970.00**	

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF COLLEGE PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 3 day of May, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of College Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

RCVD 5/26/2021

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
City of College Park Attn: City Clerk
3667 Main Street
College Park, Georgia 30337

With a copy to:

City Attorney
Fincher and Denmark
100 Hartsfield Centre Pkwy. Suite 400
Atlanta, Georgia 30354

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF COLLEGE PARK, GEORGIA

_____ **(SEAL)**

Mayor

Date: 5/12/2021

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on 5/3/2021, the City of College Park, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 12 day of May, 2021.

Thaula Mosley (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of College Park General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF COLLEGE PARK

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Wards 2 & 4 Council		
Number of Active Registered Voters (as of 3.23.2021)	10,209	10,209
Cost Per Voter	$2.96	$2.46
Total Cost	**$30,219**	**$25,114**
Grand Total	**$55,333.00**	

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF EAST POINT, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 3rd day of May, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of East Point, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WIIEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

RCVD 5/25/2021

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreemcnt.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF EAST POINT, GEORGIA

_____ **(SEAL)**

Mayor

Date: 5/3/21

Keshia M'Cullo

City Clerk (SEAL)

APPROVED AS TO FORM:

Brad Bowman

City Attorney

APPROVED AS TO SUBSTA

Keshia M'Cullough

City Clerk

EXHIBIT A

As per the Agreement executed on May 3, 2021, the City of East Point, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 3rd day of May, 2021

Keshia McCullough (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of East Point General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF EAST POINT

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	29,014	29,014
Cost Per Voter	$2.96	$2.46
Total Cost	**$85,881**	**$71,374**
Grand Total	**$157,256.00**	

Signature: Brad Bowman
Brad Bowman (May 14, 2021 10:41 EDT)

Email: bbowman@eastpointcity.org

Signature:

Email: dholidayingraham@eastpointcity.org

Signature:

Email: kmccullough@eastpointcity.org

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 26th day of April, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk Anika Birdsong Miller
MAYOR HURSTE fairburn.com

With a copy to:

City Attorney
William R. Turner
rturner@lawtrg.com

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF FAIRBURN, GEORGIA

Elizabeth Hurst (SEAL)

Mayor

Date: 4-26-2021

Anika Birdsong Miller

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

Anika Birdsong Miller

City Clerk

EXHIBIT A

As per the Agreement executed on 04-26-2021, the City of Fairburn, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 26th day of April, 2021.

Anika Birdsong Miller (S

City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Fairburn General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)

Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF FAIRBURN

FLAT RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	11,243	11,243
Cost Per Voter	$2.96	$2.46
Total Cost	**$33,279**	**$27,658**
Grand Total	**$60,937.00**	

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
3468 N. Fulton Avenue
Hapeville, GA 30064

With a copy to:

City Attorney
2200 Keys Ferry Court
McDonough, GA 30253

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF HAPEVILLE, GEORGI

Mayor

ty Clerk (SEAL)

Date: 4/20/2021

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANC

City Clerk

EXHIBIT A

As per the Agreement executed on April 20, 2021, the City of Hapeville, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 20th day of April, 2021

Municipal Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Hapeville General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF HAPEVILLE

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General
Council, At-large, 1st Ward, 2nd Ward	
Number of Active Registered Voters (as of 3.23.2021)	3,888
Cost Per Voter	$2.96
Total Cost	**$11,508.00**

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2021-01-01

RESOLUTION CALLING FOR THE 2021 MUNICIPAL GENERAL ELECTION FOR COUNCILMEMBER POSTS 1, 3, 5, AND MAYORAL SEAT; FIXING AND PUBLISHING THE QUALIFYING FEES; AND DESIGNATING THE QUALIFYING PERIOD

WHEREAS, the four year terms of office for Councilmember Posts 1, 3, 5, and Mayor expire on December 31, 2021;

WHEREAS, pursuant to O.C.G.A. § 21-2-9(c) and the City Charter for the City of Johns Creek, the offices of Councilmembers for Posts 1, 3, 5, and Mayor shall be filled by a general election on the Tuesday next following the first Monday in November, 2021; and

WHEREAS, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), the City shall fix and publish the qualifying fees for the municipal offices to be filled in the upcoming election no later than February 1st of the year in which an election is to be held; and

WHEREAS, said qualifying fees shall be equal to three percent (3%) of the total gross salary of each office paid in the preceding calendar year; and

WHEREAS, pursuant to O.C.G.A. § 21-2-501(c), in instances in which no municipal candidate receives a majority of the votes cast, a run-off election shall be held on the twenty-eighth (28th) day after the day of holding the first election between the candidates receiving the two highest numbers of votes.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council for the City of Johns Creek that:

Section 1 The 2021 Municipal General Election for the Offices of Councilmember Posts 1, 3, 5 and Mayor is hereby called for Tuesday, November 2, 2021.

Section 2 The qualifying fee for each Council Post office is fixed at $450.00 and $750.00 for the Office of the Mayor shall be published in accordance with state law.

Section 3 The qualifying period is hereby designated as Monday, August 16, 2021 through and including Wednesday, August 18, 2021, between the hours of 8:30am - 12:30pm, and 1:30pm - 4:30pm during which each candidate shall file a notice of candidacy in the office of the City Clerk of Johns Creek.

Section 4 In the event no candidate receives a majority of the votes cast at the 2021 Municipal General Election, a Run Off Election shall be held Tuesday, November 30, 2021, between the candidates receiving the two highest number of votes.

Section 5 This Resolution shall become effective upon adoption.

SO RESOLVED this 11th day of January, 2021

Michael E. Bodker, Mayor

Attest:

City Clerk

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Johns Creek, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the

County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia

Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first-class U.S.

mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF JOHNS CREEK, GEORGIA

_____ **(SEAL)**

Mayor

Date: 6.29.2021

Allison Jaupley

City Clerk (SEAL)

APPROVED AS TO FORM:

E. Rod Bentley Jr.

City Attorney

APPROVED AS TO SUBSTANCE:

Allison Jaupley

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Johns Creek, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 29th day of June, 2021.

Allison Tarpley (SEA

City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Johns Creek General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)

Elections Superintendent
Fulton County Board of Registration and Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF JOHNS CREEK

FLAT RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	57,514	57,514
Cost Per Voter	$2.96	$2.46
Total Cost	**$170,241**	**$141,484**
Grand Total	**$311,726.00**	

RESOLUTION

CONCURRENT RESOLUTIONS OF THE BOARDS OF EDUCATION FOR FULTON COUNTY AND THE ATLANTA INDEPENDENT SCHOOL SYSTEM TO PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE REIMPOSITION OR NONIMPOSITION OF A ONE PERCENT SALES AND USE TAX WITHIN FULTON COUNTY FOR EDUCATIONAL PURPOSES:

WHEREAS, the Board of Education of Fulton County (the "Fulton County Board of Education") is charged with the duties of contracting debts and managing the affairs of the Fulton County School District, which embraces all the territory within Fulton County, Georgia (the "County"), with the exception of all territory lying within the Atlanta Independent School District; and

WHEREAS, the Board of Education of the Atlanta Independent School System (the "Atlanta Board of Education") is charged with the duties of contracting debts and managing the affairs of the Atlanta Independent School System, which embraces all the territory within the City of Atlanta, Georgia (the "City"); and

WHEREAS, Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia and the Official Code of Georgia Sections 48-8-140 et. seq. authorize the imposition within each school district of each county and each independent school district located within such county in the State of Georgia of a one percent (1%) sales and use tax (the "SPLOST") to be used by school districts for educational purposes conditioned upon approval by a majority of the qualified voters within the boundaries of the local taxing jurisdiction voting in an election held therein; and

WHEREAS, the SPLOST for educational purposes is currently being imposed in the County and will expire on the earlier of June 30, 2022, or the date that the maximum amount of proceeds to be raised from the imposition of the SPLOST shall have been collected; and

WHEREAS, Georgia law requires the Board of Education of each county school district and the Board of Education of each independent school district within such county to adopt concurrent resolutions with respect to the imposition, levy and collection of any one percent (1%) sales and use tax conditioned upon approval by a majority of the qualified voters residing within the limits of the local taxing jurisdiction voting in a referendum thereon; and

WHEREAS, the Fulton County Board of Education and Atlanta Board of Education have determined that the most feasible means of funding certain expenditures for educational purposes within the Fulton County School District and Atlanta Independent School System is by reimposing, levying and collecting a special one percent (1%) sales and use tax within Fulton County as authorized by law; and

WHEREAS, the net proceeds of the SPLOST shall be distributed between the Fulton

County School District and the Atlanta Independent School System on the basis of the latest FTE count prior to the referendum on imposing the SPLOST; and

WHEREAS, the Fulton County Board of Education has determined that it is in the best interests of the citizens of the Fulton County School District that the proceeds of the SPLOST, if authorized, be used to pay or to be applied toward the cost of the projects set forth herein, the payment of expenses incidental to accomplishing the projects, and for the retirement of the outstanding general obligation debt set forth herein; and

WHEREAS, the Atlanta Board of Education has determined that it is in the best interests of the citizens of the Atlanta Independent School System that the proceeds of the SPLOST, if authorized, be used to pay or to be applied toward the cost of the projects set forth herein and the payment of expenses incidental to accomplishing the projects; and

WHEREAS, pursuant to the provisions of the Constitution and laws of the State of Georgia, and pursuant to this resolution, it is necessary to submit to the qualified voters of the County the question of whether or not the one percent (1%) sales and use tax for educational purposes shall be reimposed;

NOW, THEREFORE, BE IT RESOLVED by the Fulton County Board of Education and Atlanta Board of Education, and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization of Sales and Use Tax. There shall be reimposed, levied and collected in Fulton County, Georgia, a one percent (1%) sales and use tax for educational purposes, subject to approval by a majority of the qualified voters residing within the limits of Fulton County voting on the referendum therein to be held November 2, 2021, as authorized by Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia, and by Article 3, Part 2 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), such tax to be imposed on all sales and uses (the "Sales Tax") in Fulton County for a period of twenty quarters (60 months) or the date that the maximum amount of proceeds to be raised from the imposition of the SPLOST shall have been collected, commencing on July 1, 2022, upon the expiration of the currently imposed SPLOST. Such tax shall raise the maximum amount of net proceeds of $1,831,543,155.40, which shall be expended for the following educational purposes:

For the Fulton County School District ("FCS"):

(A) The following capital outlay projects ("Fulton Projects") and the expenses incidental to accomplishing the Fulton Projects, including but not limited to implementation expenses, assessment expenses, management expenses and legal expenses, at a total maximum cost of $1,213,397,340.45 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

(i) Replace, renovate, reconstruct, consolidate, or reconfigure (alone or in combination with one or more other schools and/or facilities), or upgrade, add to or modify, and/or provide classroom capacity as needed, acquire land if needed, schools and/or facilities (including site preparation, sitework improvements and the demolition of all or portions of existing structures, as needed) to accommodate current and future student enrollment, class-size and programmatic needs; specifically:

S.L. Lewis Elementary School
Holcomb Bridge Middle School/Haynes Bridge Middle School
Camp Creek Middle School
North Springs High School
School conversions to K-8 Instructional Model

(ii) Adding to, renovating, modifying, updating, acquiring land (if needed) and equipping some or all of District facilities and schools (as needed) to provide and support the following instructional and program needs:

Renovate Elementary School media centers

Replace, repair or install track and turf at physical education facilities at High Schools

Renovations and/or upgrades to accommodate Career Technical and Agricultural Education (CTAE) program expansions

Renovations and/or upgrades to accommodate expansion of Exceptional Students' educational programs and services

Renovations of audio-visual systems at High Schools

(iii) Adding to, renovating, modifying, reconfiguring, acquiring land (if needed) restoring, equipping, upgrading, acquiring, replacing and installing capital improvements for various existing and new schools, buildings, physical education athletic facilities and stadiums (including buildings and facilities to be constructed pursuant to this resolution, once completed and including site preparation, site improvements and demolition of existing structures if necessary)—including but not limited to: roofing, plumbing, wiring, electrical systems, LED lights, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, school system safety and security, building security improvements, kitchen equipment replacements, generators and generator back-ups, ceilings, floors and windows, utility and/or other conservation

improvements, physical education facilities, playgrounds, classroom additions, and program-driven modifications, as needed, including but not limited to some or all of the following schools and facilities ("FCS Schools and Facilities"):

Abbotts Hill Elementary School
Alpharetta Elementary School
Barnwell Elementary School
Bethune, Mary M. Elementary School
Birmingham Falls Elementary School
Brookview Elementary School
Campbell Elementary School
Cliftondale Elementary School
Cogburn Woods Elementary School
College Park Elementary School
Conley Hills Elementary School
Crabapple Crossing Elementary School
Creek View Elementary School
Dolvin Elementary School
Dunwoody Springs Elementary School
Jackson, Esther Elementary School
Feldwood Elementary School
Findley Oaks Elementary School
Gullatt, C.H. Elementary School
Hapeville Elementary School
Heards Ferry Elementary School
Hembree Springs Elementary School
Heritage Elementary School
High Point Elementary School
Hilliard, Asa G. Elementary School
Hillside Elementary School
Holmes, Hamilton E. Elementary School
Ison Springs Elementary School
Lake Forest Elementary School
Lake Windward Elementary School
Lee, Seaborn Elementary School
Lewis, S.L. Elementary School
Liberty Point Elementary School
Manning Oaks Elementary School
Medlock Bridge Elementary School
Mimosa Elementary School
Mountain Park Elementary School
New Prospect Elementary School
Nolan, Love T. Elementary School
Northwood Elementary School
Oakley Elementary School
Ocee Elementary School
Palmetto Elementary School
Parklane Elementary School
Randolph, A. Philip Elementary School
Renaissance Elementary School

Autrey Mill Middle School
Bear Creek Middle School
Camp Creek Middle School
Former Crabapple Middle School
Replacement Crabapple Middle School
Elkins Pointe Middle School
Haynes Bridge Middle School
Holcomb Bridge Middle School
Hopewell Middle School
McNair, Ronald E. Middle School
Northwestern Middle School
Renaissance Middle School
Ridgeview Middle School
River Trail Middle School
Sandtown Middle School
Sandy Springs Middle School
Taylor Road Middle School
Webb Bridge Middle School
West, Paul D. Middle School
Woodland Middle School

Alpharetta High School
Banneker, Benjamin High School
Cambridge High School
Centennial High School
Chattahoochee High School
Creekside High School
Hughes, Langston High School
Independence High School
Johns Creek High School
Milton High School
McClarin, Frank High School
North Springs High School
Northview High School
Riverwood High School
Roswell High School
Tri-Cities High School
Westlake High School
Innovation Academy
Global Impact Academy
Fulton Academy of Virtual Excellence
Reconfigured/Replacement Schools
Administrative Center

River Eves Elementary School
Roswell North Elementary School
Shakerag Elementary School
Spalding Drive Elementary School
State Bridge Crossing Elementary School
Stonewall Tell Elementary School
Summit Hill Elementary School
Sweet Apple Elementary School
Vickery Mill Elementary School
West, Evoline C. Elementary School
Wilson Creek Elementary School
Wolf Creek Elementary School
Woodland Elementary School

Former Jo Wells Educational Center site
Former Instructional Technology Center Kimball Bridge Center (Former Maintenance North)
Maintenance North Facility
Maintenance South Facility
North Fulton Center
North Learning Center
South Learning Center
Fulton Schools College and Career Academy
Teaching Museum North
Teaching Museum South
Former Meadows Operations Center site
Transportation Center North
Transportation Center South
Former Warehouse North Annex site
Warehouse South
Freemanville Road site

(iv) Acquiring land and preparing sites for possible future schools, and facilities; constructing new schools and/or facilities; adding to, modifying, replacing, reconfiguring schools and/or facilities to accommodate current and future student enrollment, to provide or consolidate classroom capacity; to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of FCS Schools and Facilities, as needed, including, but not limited to, site preparation, site improvements and the demolition of all or portions of existing structures as needed;

(v) Making technology improvements, and replacing, purchasing, installing, upgrading or supplementing various technology as needed, such as but not limited to: instructional technology, professional learning technology, information security, process automation and data management and utilization systems, right-to-use technology assets, long term leases and/or licenses of cloud based and other similar technology, disaster recovery systems, firewalls and data security, device management systems, network and connectivity hardware, educational devices hardware support, communication systems, information systems, technology hardware, enterprise content management solutions, enterprise resource planning solutions, data storage systems, and related hardware, software, and infrastructure at some or all of FCS Schools and Facilities, upgrades to wireless communication infrastructure and technology, wireless access points, cabling, emergency response technology, access control technology and equipment, security cameras and surveillance systems, at some or all of FCS Schools and Facilities as needed;

(vi) Replacing, purchasing, upgrading or supplementing capital equipment

such as: classroom furniture, desks, chairs, tables, instructional equipment, equipment that supports learning, school nutrition equipment, school buses, school bus equipment, school bus lifts, school bus communication systems, school bus cameras, school police vehicles, school police equipment, transportation vehicles, support vehicles, support vehicle equipment, automated fuel management systems, physical access controls and door intercoms, ballistic vests and communication radios, new or existing safety enhancements to doors, entryways, windows, automated external defibrillators, classroom interactive projectors, computer lab equipment and devices, audio-visual equipment, copiers, printers, 3D printers medical, emergency and evacuation equipment, and similar equipment at some or all of FCS Schools and Facilities;

(vii) Acquiring, modifying, replacing and/or supplementing capital equipment and technology, and modifying, reconfiguring, and equipping, existing buildings, schools and facilities (including buildings and facilities to be constructed pursuant to this resolution, once completed), for minor capital projects, as necessary to implement instructional program-driven modifications and/or programmatic innovations;

(viii) Acquisition of replacement Bannecker High School by making installment purchase payments related to Qualified School Construction Bonds.

For the Atlanta Independent School System:

(A) The following capital outlay projects ("APS Projects") and the expenses incidental to accomplishing the APS Projects including, but not limited to, implementation expenses, management expenses and legal expenses, at a total maximum cost of $618,145,814.95 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

(i) Adding to, modifying, reconfiguring schools, replace, renovate, demolish of all or portions of existing schools, buildings and/or facilities, some APS Schools and Facilities or creating new schools to accommodate current and increased student enrollment, class-size reductions, and programmatic needs, and acquiring land and preparing sites for constructing and equipping new or replacement schools and facilities, or equivalent classroom capacity, (including site preparation and the demolition of all or portions of existing structures); and as needed to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of APS Schools and Facilities;

(ii) Adding to, renovating, modifying, reconfiguring, equipping, upgrading, supplementing, acquiring land (if needed), replacing, and installing capital improvements for various existing and new schools, buildings, stadiums and facilities (including schools, buildings and facilities to be constructed pursuant to this resolution, once completed and including any site preparation and demolition of existing structures if necessary)--e.g., roofing, plumbing, wiring, electrical systems, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, restroom facilities, systems for environmental and air quality control, , classroom additions, kitchens, freezer/cooler replacements, generators and generator back-ups, ceilings, floors and window, utility conservation improvements, fire protection, safety and security improvements, improvements to comply with health, safety and applicable building codes, traffic control and optimization, parking and parking capacity, stormwater management facilities, and program-driven modifications, including but not limited to some or all of the following schools and facilities ("APS Schools and Facilities"):

1. Adamsville (Kindezi West) Facility
2. Archer (Westside Atlanta Charter) Facility
3. Atlanta College and Career Academy Facility
4. Barack & Michelle Obama Academy Facility
5. Bass Field Site
6. Beecher Hills Elementary Facility
7. Benteen Elementary Facility
8. BEST/CS King YWLA Facility
9. Blalock (KIPP Soul) Facility
10. Bolton Academy Facility
11. Boulder Park Site [Boulder Park Dr SW (west of Greene Nature Preserve)]
12. Boyd Elementary Facility
13. Brandon Elementary Facility
14. Brandon Primary Center Facility
15. Bunche Middle Facility
16. Carver High Facility
17. Cascade Elementary Facility
18. Centennial Academy Facility
19. Cheney Athletic Field Facility
20. Cleveland Avenue Elementary Facility
21. CLL/Central Office Facility
22. Continental Colony Elementary Facility
23. Cook (Wesley International Academy) Facility
24. Deerwood Academy Facility
25. Dobbs Elementary Facility
26. Douglass High Facility
73. Heritage Academy Facility
74. Herndon (Kipp WAYS) Facility
75. Hill (Kindezi Old 4th Ward) Facility
76. Hollis Innovation Academy Facility
77. Honor Farm Site [Thomasville Blvd (west of Thomasville Park)]
78. Hope-Hill Elementary Facility
79. Howard Middle Facility
80. Humphries Elementary Facility
81. Hutchinson Elementary Facility
82. Jackson Elementary Facility
83. Jackson Primary Facility
84. John Lewis Invictus Academy Facility
85. Kimberly Elementary Facility
86. King Middle Facility
87. Lakewood Athletic Stadium Facility
88. Le Conte Highway Site [Le Conte Hwy, north of Clement Dr
89. Little White House @ E. Rivers Facilty
90. Long Middle Facility
91. M. A. Jones Elementary Facility
92. Maynard Jackson High Facility
93. Mays High Facility
94. Melvin Drive Site [3895 Melvin Dr SW]
95. Metropolitan Transportation Facility
96. Midtown High Facility
97. Miles Elementary Facility

27. Dunbar Elementary Facility
28. E. Rivers Elementary Facility
29. F. L. Stanton Elementary Facility
30. Fairburn Road Site
31. Fickett Elementary Facility
32. Finch Elementary Facility
33. Forest Canyon Site [Pine Forest Dr @ Hendon Rd]
34. Former Anderson Park Facility [2050 Tiger Flowers Dr NW]
35. Former Bethune Facility [220 Northside Dr NW]
36. Former Brewer Facility [2352 Bagwell Dr SW]
37. Former Campbell Facility [21 Thirkeld Ave SW]
38. Former Carey Facility [1157 6th St NW]
39. Former Chattahoochee Facility [2751 Peyton Rd NW]
40. Former Collier Heights Site [3050 Collier Dr NW]
41. Former Connally Facility [1654 S. Alvarado Ter. SW]
42. Former Cooper Street Site [405 Cooper St SW]
43. Former Dobbs Site [1965 Lewis Rd SE]
44. Former Fain Facility [101 Hemphill School Rd SW]
45. Former Finch Site [2196 Ajax Dr NW]
46. Former Gilbert Facility [407 Ashwood Ave SW]
47. Former Grove Park Facility [20 Evelyn Way NW]
48. Former Guice Facility [1485 Woodland Ave SE]
49. Former Harper Facility [180 Southside Industrial Pkwy]
50. Former Howell Facility [399 Macedonia Rd SE]
51. Former Hubert Facility [982 Memorial Dr SE]
52. Former Inman Facility [774 Virginia Ave NE]
53. Former Lakewood ES Facility [335 Sawtell Ave SE]
54. Former McGill Site [760 Martin St SE]
55. Former North Fulton (AIS) Facility [2890 N Fulton Dr NE]
56. Former Peeples Street Site [525-589 Peeples St SW]
57. Former Pitts Site [2210 Perry Blvd NW]
58. Former Pryor Street Facility [200 Doane St SW]
59. Former Rusk Facility [433 Peeples St SW]
60. Former Sylvan Hills Facility [1757 Melrose Dr SW]
98. Morningside Elementary Facility
99. North Atlanta High Facility
100. Northwest Transportation Facility
101. Oglethorpe Facility
102. Parkside Elementary Facility
103. Perkerson Elementary Facility
104. Peyton Forest Elementary Facility
105. Price Middle Facility
106. Reynoldstown Lot [1002 Manigault St SE]
107. Scott Elementary Facility
108. Simpson Road Site [Sewanee @ Simpson]
109. Slater Elementary Facility
110. Slaton (Atlanta Neighborhood Charter) Facility
111. Smith Intermediate Facility
112. Smith Primary Facility
113. South Atlanta High
114. Sutton Middle 6th Grade Facility
115. Sutton Middle 7th-8th Grade Facility
116. Sylvan Hills Middle School Facility
117. Terry Street Lot [753 Terry St SE]
118. Therrell High Facility
119. Thomasville Heights Elementary Facility
120. Turner (Kipp Atlanta Collegiate Academy) Facility
121. Tuskegee Airmen Global Academy
122. Usher-Collier Elementary Facility
123. Utoy Creek @ Mays Site [west of Mays HS]
124. Broadcasting Facility [740 Bismark Rd NE]
125. Walden Athletic Complex Facility
126. Washington High Facility
127. Waters (Kipp Vision) Facility
128. West Manor Elementary Facility
129. Woodson Park Academy Facility
130. Young Middle Facility
131. Burgess-Peterson Elementary Facility
132. Former Boys & Girls Club Facility [20 Warren St NE]
133. Former Coan Middle Facility [1550 Hosea L Williams Dr NE]
134. Former East Lake Facility [145 4th Ave SE]
135. Former Marshall Facility [1820 Mary Dell Dr SE]
136. Former Wesley Avenue Site [187

61. Former Towns Facility [760 Bolton Rd. NW]
62. Former Venetian Hills Facility [1910 Venetian Dr SW]
63. Former West Atlanta Facility [1335 Kimberly Rd SW]
64. Former White Facility [1890 Detroit Avenue NW]
65. Former Williams Facility [1065 Wilkes Cir NW]
66. Former Wright Facility [350 Autumn Ln SW]
67. Garden Hills Elementary Facility
68. Gideons Elementary Facility
69. H. J. Russell West End Academy MS Facility
70. Hank Aaron New Beginnings Academy Facility
71. Harper-Archer Elementary Facility
72. Henderson Athletic Stadium Facility
Wesley Ave NE]
137. Lin Elementary Facility
138. Peterson (Adult Ed.) Facility
139. Phoenix Academy/Former Crim High Facility
140. Springdale Park Elementary Facility
141. Toomer Elementary Facility
142. Valerie D Thomas Maintenance Facility
143. Whitefoord Facility

(iii) Making technology improvements, by acquiring, replacing, purchasing, installing, upgrading or supplementing technology including, but not limited to: instructional technology, information systems hardware, software and infrastructure, digital communication technology, wireless technology, wireless infrastructure, enterprise content management solutions, right-to-use technology assets, long term leases and/or licenses of cloud based and similar technology, data storage systems, telecommunication systems, mass communications systems, technology hardware, software, and related infrastructure at schools and facilities, at some or all of APS Schools and Facilities, upgrades to wireless communication infrastructure and technology, emergency response technology, access control technology and equipment, security cameras and surveillance upgrades at some or all of APS Schools and Facilities;

(iv) Making athletic field and physical education facility upgrades and improvements at various middle and high schools and stadiums serving such schools;

(v) Acquiring, replacing, purchasing, refurbishing, equipping and supplementing vehicles and capital equipment including without limitation school buses, , school bus lifts, school police vehicles, school police equipment, support vehicles, fuel management systems, medical, emergency and evacuation equipment, etc.;

(vi) Replacing, purchasing, upgrading, refurbishing or supplementing capital equipment including, but not limited to, desks, chairs, tables, instructional materials, instructional equipment, physical education equipment, equipment that supports learning, band equipment, kitchen equipment, waste compactors, portable classrooms/modular buildings, custodial

equipment, grounds equipment, and similar capital equipment at some or all of APS Schools and Facilities;

(vii) Making of site, facility and technology improvements deemed necessary to improve safety and security, and enhance surveillance systems at some or all of APS Schools and Facilities;

(viii) Acquisition of North Atlanta High School and related facilities by making lease purchase payments related to certificates of participation.

Section 2. Call for Election. The Fulton County Board of Education and Atlanta Board of Education hereby call, and request that the Board of Registration and Elections of Fulton County call, an election to be held in all the voting precincts in Fulton County on the 2nd day of November 2021, for the purposes of submitting to the qualified voters of Fulton County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following language or such other language as may be required by law:

( ) YES
( ) NO

Shall the special one percent sales and use tax for educational purposes currently imposed in Fulton County be reimposed on July 1 2022 upon the expiration of the currently imposed tax, for not longer than 20 consecutive calendar quarters, to raise not more than $1,831,543,155.40 to be used for the following educational purposes:

For the Fulton County School District:

(A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
(B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
(C) making technology improvements and safety and security improvements for schools and facilities; and
(D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
(E) making purchase payments to acquire a replacement high school.

in an amount not to exceed $1,213,397,340.45 for the Fulton County School District, all as more fully described in the Notice of Election.

For the Atlanta Independent School System:

(A) for acquiring, reconfiguring and developing land for, constructing and equipping, new

and replacement schools and support facilities;
(B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
(C) making technology improvements and safety and security improvements for schools and facilities; and
(D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
(E) making lease/purchase payments to acquire a replacement high school.

at a total maximum cost of $618,145,814.95, for the Atlanta Independent School System as more fully described in the Notice of Election.

Section 4. Manner of Election. In accordance with O.C.G.A. § 21-2-540, the date of such election shall be, and the election is hereby set for, November 2, 2021. The polls of each election district of the County shall open at 7:00 a.m. and close at 7:00 p.m. The election shall be held in accordance with the election laws of the State of Georgia and the returns of said election shall be made to the Fulton County Board of Education, Atlanta Board of Education, and Board of Registration and Elections for the County, and the Boards of Education and Board of Registration and Elections shall, in the presence of and together with the several managers of the polls, bring up the returns, consolidate the returns and declare the results of the election in the manner required by law.

Section 5. Publication of Call and Notice of Election. The Fulton County Board of Registration and Elections is hereby authorized and instructed to publish the call and the notice of said election as required by law in the newspaper in which sheriff's advertisements of the County are published. The notice of election shall be published once a week for five (5) weeks immediately preceding the date of the election, i.e., November 2, 2021. The notice of Election shall be in substantially the form attached hereto as Exhibit "A", and, by this reference thereto, made a part hereof. Prior to the date of the election authorized herein, there shall be appointed proper Election Managers and Clerks to supervise and hold said election.

Section 6. Notice to Board of Registration and Elections. The Secretary of the Fulton County Board of Education and the Executive Secretary of the Atlanta Board of Education are hereby authorized and directed to deliver a copy of this resolution to the Chairman of the Fulton County Board of Registration and Elections with a request that the Chairman of the Fulton County Board of Registration and Elections order the call of this election or cause the call of this election to be ordered.

Section 7. Further Authority. The proper officers and agents of the School Boards and School Districts are hereby authorized to take any and all further actions as may be required in connection with the imposition of such sales and use tax, the acquisition, constructing, and equipping of the projects and the repayment of the general obligation debt as described herein.

Section 8. General Repeal. Any and all Resolutions or parts thereof in conflict herewith are

hereby repealed.

Section 9. Effective Date. These Concurrent Resolutions shall take effect immediately upon adoption.

[SIGNATURES ON FOLLOWING PAGES]

FULTON COUNTY BOARD OF EDUCATION

By: Julia C. Bernath
Julia Bernath, President

Attest:

Secretary

THIS 17th DAY OF June, 2021.

ATLANTA BOARD OF EDUCATION

By: _____
Jason Esteves, Board Chair

Attest: _____
Secretary

THIS 7th DAY OF June, 2021.

Linda Peat Israel
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 10/22/2024

EXHIBIT "A"

NOTICE OF CALL FOR SPECIAL ELECTION
TO THE QUALIFIED VOTERS OF FULTON COUNTY
TO CONSIDER A SPECIAL ONE PERCENT SALES AND USE TAX

NOTICE IS HEREBY GIVEN that on November 2, 2021, an election will be held in all of the election districts of Fulton County, at which time there will be submitted to the qualified voters of Fulton County for their determination the question of whether or not a special one percent (1%) sales and use tax shall be reimposed on all sales and uses in Fulton County beginning July 1, 2022, upon the expiration of the current sales and use tax, and continuing for a period of time not to exceed 20 calendar quarters to raise not more than $1,831,543,155.40 to be expended for the following educational purposes:

For the Fulton County School District ("FCS"):

(A) The following capital outlay projects ("Fulton Projects") and the expenses incidental to accomplishing the Fulton Projects, including but not limited to implementation expenses, assessment expenses, management expenses and legal expenses, at a total maximum cost of $1,213,397,340.45 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

(i) Replace, renovate, reconstruct, consolidate, or reconfigure (alone or in combination with one or more other schools and/or facilities), or upgrade, add to or modify, and/or provide classroom capacity as needed, acquire land if needed, schools and/or facilities (including site preparation, sitework improvements and the demolition of all or portions of existing structures, as needed) to accommodate current and future student enrollment, class-size and programmatic needs; specifically:

S.L. Lewis Elementary School
Holcomb Bridge Middle School/Haynes Bridge Middle School
Camp Creek Middle School
North Springs High School
School conversions to K-8 Instructional Model

(ii) Adding to, renovating, modifying, updating, acquiring land (if needed) and equipping some or all of District facilities and schools (as needed) to provide and support the following instructional and program needs:

Renovate Elementary School media centers

Replace, repair or install track and turf at physical education facilities at High Schools

Renovations and/or upgrades to accommodate Career Technical and Agricultural Education (CTAE) program expansions

Renovations and/or upgrades to accommodate expansion of Exceptional Students' educational programs and services

Renovations of audio-visual systems at High Schools

(iii) Adding to, renovating, modifying, reconfiguring, acquiring land (if needed) restoring, equipping, upgrading, acquiring, replacing and installing capital improvements for various existing and new schools, buildings, physical education athletic facilities and stadiums (including buildings and facilities to be constructed pursuant to this resolution, once completed and including site preparation, site improvements and demolition of existing structures if necessary)—including but not limited to: roofing, plumbing, wiring, electrical systems, LED lights, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, school system safety and security, building security improvements, kitchen equipment replacements, generators and generator back-ups, ceilings, floors and windows, utility and/or other conservation improvements, physical education facilities, playgrounds, classroom additions, and program-driven modifications, as needed, including but not limited to some or all of the following schools and facilities ("FCS Schools and Facilities"):

Abbotts Hill Elementary School
Alpharetta Elementary School
Barnwell Elementary School
Bethune, Mary M. Elementary School
Birmingham Falls Elementary School
Brookview Elementary School
Campbell Elementary School
Cliftondale Elementary School
Cogburn Woods Elementary School
College Park Elementary School
Conley Hills Elementary School
Crabapple Crossing Elementary School
Creek View Elementary School
Dolvin Elementary School
Dunwoody Springs Elementary School
Autrey Mill Middle School
Bear Creek Middle School
Camp Creek Middle School
Former Crabapple Middle School
Replacement Crabapple Middle School
Elkins Pointe Middle School
Haynes Bridge Middle School
Holcomb Bridge Middle School
Hopewell Middle School
McNair, Ronald E. Middle School
Northwestern Middle School
Renaissance Middle School
Ridgeview Middle School
River Trail Middle School
Sandtown Middle School

Jackson, Esther Elementary School
Feldwood Elementary School
Findley Oaks Elementary School
Gullatt, C.H. Elementary School
Hapeville Elementary School
Heards Ferry Elementary School
Hembree Springs Elementary School
Heritage Elementary School
High Point Elementary School
Hilliard, Asa G. Elementary School
Hillside Elementary School
Holmes, Hamilton E. Elementary School
Ison Springs Elementary School
Lake Forest Elementary School
Lake Windward Elementary School
Lee, Seaborn Elementary School
Lewis, S.L. Elementary School
Liberty Point Elementary School
Manning Oaks Elementary School
Medlock Bridge Elementary School
Mimosa Elementary School
Mountain Park Elementary School
New Prospect Elementary School
Nolan, Love T. Elementary School
Northwood Elementary School
Oakley Elementary School
Ocee Elementary School
Palmetto Elementary School
Parklane Elementary School
Randolph, A. Philip Elementary School
Renaissance Elementary School
River Eves Elementary School
Roswell North Elementary School
Shakerag Elementary School
Spalding Drive Elementary School
State Bridge Crossing Elementary School
Stonewall Tell Elementary School
Summit Hill Elementary School
Sweet Apple Elementary School
Vickery Mill Elementary School
West, Evoline C. Elementary School
Wilson Creek Elementary School
Wolf Creek Elementary School
Woodland Elementary School

Sandy Springs Middle School
Taylor Road Middle School
Webb Bridge Middle School
West, Paul D. Middle School
Woodland Middle School

Alpharetta High School
Banneker, Benjamin High School
Cambridge High School
Centennial High School
Chattahoochee High School
Creekside High School
Hughes, Langston High School
Independence High School
Johns Creek High School
Milton High School
McClarin, Frank High School
North Springs High School
Northview High School
Riverwood High School
Roswell High School
Tri-Cities High School
Westlake High School
Innovation Academy
Global Impact Academy
Fulton Academy of Virtual Excellence
Reconfigured/Replacement Schools
Administrative Center
Former Jo Wells Educational Center site
Former Instructional Technology Center
Kimball Bridge Center (Former Maintenance North)
Maintenance North Facility
Maintenance South Facility
North Fulton Center
North Learning Center
South Learning Center
Fulton Schools College and Career Academy
Teaching Museum North
Teaching Museum South
Former Meadows Operations Center site
Transportation Center North
Transportation Center South
Former Warehouse North Annex site
Warehouse South
Freemanville Road site

(iv) Acquiring land and preparing sites for possible future schools, and

facilities; constructing new schools and/or facilities; adding to, modifying, replacing, reconfiguring schools and/or facilities to accommodate current and future student enrollment, to provide or consolidate classroom capacity; to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of FCS Schools and Facilities, as needed, including, but not limited to, site preparation, site improvements and the demolition of all or portions of existing structures as needed;

(v) Making technology improvements, and replacing, purchasing, installing, upgrading or supplementing various technology as needed, such as but not limited to: instructional technology, professional learning technology, information security, process automation and data management and utilization systems, right-to-use technology assets, long term leases and/or licenses of cloud based and other similar technology, disaster recovery systems, firewalls and data security, device management systems, network and connectivity hardware, educational devices hardware support, communication systems, information systems, technology hardware, enterprise content management solutions, enterprise resource planning solutions, data storage systems, and related hardware, software, and infrastructure at some or all of FCS Schools and Facilities, upgrades to wireless communication infrastructure and technology, wireless access points, cabling, emergency response technology, access control technology and equipment, security cameras and surveillance systems, at some or all of FCS Schools and Facilities as needed;

(vi) Replacing, purchasing, upgrading or supplementing capital equipment such as: classroom furniture, desks, chairs, tables, instructional equipment, equipment that supports learning, school nutrition equipment, school buses, school bus equipment, school bus lifts, school bus communication systems, school bus cameras, school police vehicles, school police equipment, transportation vehicles, support vehicles, support vehicle equipment, automated fuel management systems, physical access controls and door intercoms, ballistic vests and communication radios, new or existing safety enhancements to doors, entryways, windows, automated external defibrillators, classroom interactive projectors, computer lab equipment and devices, audio-visual equipment, copiers, printers, 3D printers medical, emergency and evacuation equipment, and similar equipment at some or all of FCS Schools and Facilities;

(vii) Acquiring, modifying, replacing and/or supplementing capital equipment and technology, and modifying, reconfiguring, and equipping, existing

buildings, schools and facilities (including buildings and facilities to be constructed pursuant to this resolution, once completed), for minor capital projects, as necessary to implement instructional program-driven modifications and/or programmatic innovations;

(viii) Acquisition of replacement Banneker High School by making installment purchase payments related to Qualified School Construction Bonds.

For the Atlanta Independent School System:

(A) The following capital outlay projects ("APS Projects") and the expenses incidental to accomplishing the APS Projects including, but not limited to, implementation expenses, management expenses and legal expenses, at a total maximum cost of $618,145,814.95 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

(i) Adding to, modifying, reconfiguring schools, replace, renovate, demolish of all or portions of existing schools, buildings and/or facilities, some APS Schools and Facilities or creating new schools to accommodate current and increased student enrollment, class-size reductions, and programmatic needs, and acquiring land and preparing sites for constructing and equipping new or replacement schools and facilities, or equivalent classroom capacity, (including site preparation and the demolition of all or portions of existing structures); and as needed to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of APS Schools and Facilities;

(ii) Adding to, renovating, modifying, reconfiguring, equipping, upgrading, supplementing, acquiring land (if needed), replacing, and installing capital improvements for various existing and new schools, buildings, stadiums and facilities (including schools, buildings and facilities to be constructed pursuant to this resolution, once completed and including any site preparation and demolition of existing structures if necessary)--e.g., roofing, plumbing, wiring, electrical systems, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, restroom facilities, systems for environmental and air quality control, , classroom additions, kitchens, freezer/cooler replacements, generators and generator back-ups, ceilings, floors and window, utility conservation improvements, fire protection, safety and security improvements,

improvements to comply with health, safety and applicable building codes, traffic control and optimization, parking and parking capacity, stormwater management facilities, and program-driven modifications, including but not limited to some or all of the following schools and facilities ("APS Schools and Facilities"):

1. Adamsville (Kindezi West) Facility
2. Archer (Westside Atlanta Charter) Facility
3. Atlanta College and Career Academy Facility
4. Barack & Michelle Obama Academy Facility
5. Bass Field Site
6. Beecher Hills Elementary Facility
7. Benteen Elementary Facility
8. BEST/CS King YWLA Facility
9. Blalock (KIPP Soul) Facility
10. Bolton Academy Facility
11. Boulder Park Site [Boulder Park Dr SW (west of Greene Nature Preserve)]
12. Boyd Elementary Facility
13. Brandon Elementary Facility
14. Brandon Primary Center Facility
15. Bunche Middle Facility
16. Carver High Facility
17. Cascade Elementary Facility
18. Centennial Academy Facility
19. Cheney Athletic Field Facility
20. Cleveland Avenue Elementary Facility
21. CLL/Central Office Facility
22. Continental Colony Elementary Facility
23. Cook (Wesley International Academy) Facility
24. Deerwood Academy Facility
25. Dobbs Elementary Facility
26. Douglass High Facility
27. Dunbar Elementary Facility
28. E. Rivers Elementary Facility
29. F. L. Stanton Elementary Facility
30. Fairburn Road Site
31. Fickett Elementary Facility
32. Finch Elementary Facility
33. Forest Canyon Site [Pine Forest Dr @ Hendon Rd]
34. Former Anderson Park Facility [2050 Tiger Flowers Dr NW]
35. Former Bethune Facility [220 Northside Dr NW]
36. Former Brewer Facility [2352 Bagwell Dr SW]
37. Former Campbell Facility [21 Thirkeld Ave SW]
73. Heritage Academy Facility
74. Herndon (Kipp WAYS) Facility
75. Hill (Kindezi Old 4th Ward) Facility
76. Hollis Innovation Academy Facility
77. Honor Farm Site [Thomasville Blvd (west of Thomasville Park)]
78. Hope-Hill Elementary Facility
79. Howard Middle Facility
80. Humphries Elementary Facility
81. Hutchinson Elementary Facility
82. Jackson Elementary Facility
83. Jackson Primary Facility
84. John Lewis Invictus Academy Facility
85. Kimberly Elementary Facility
86. King Middle Facility
87. Lakewood Athletic Stadium Facility
88. Le Conte Highway Site [Le Conte Hwy, north of Clement Dr
89. Little White House @ E. Rivers Facilty
90. Long Middle Facility
91. M. A. Jones Elementary Facility
92. Maynard Jackson High Facility
93. Mays High Facility
94. Melvin Drive Site [3895 Melvin Dr SW]
95. Metropolitan Transportation Facility
96. Midtown High Facility
97. Miles Elementary Facility
98. Morningside Elementary Facility
99. North Atlanta High Facility
100. Northwest Transportation Facility
101. Oglethorpe Facility
102. Parkside Elementary Facility
103. Perkerson Elementary Facility
104. Peyton Forest Elementary Facility
105. Price Middle Facility
106. Reynoldstown Lot [1002 Manigault St SE]
107. Scott Elementary Facility
108. Simpson Road Site [Sewanee @ Simpson]
109. Slater Elementary Facility
110. Slaton (Atlanta Neighborhood Charter)

38. Former Carey Facility [1157 6th St NW]
39. Former Chattahoochee Facility [2751 Peyton Rd NW]
40. Former Collier Heights Site [3050 Collier Dr NW]
41. Former Connally Facility [1654 S. Alvarado Ter. SW]
42. Former Cooper Street Site [405 Cooper St SW]
43. Former Dobbs Site [1965 Lewis Rd SE]
44. Former Fain Facility [101 Hemphill School Rd SW]
45. Former Finch Site [2196 Ajax Dr NW]
46. Former Gilbert Facility [407 Ashwood Ave SW]
47. Former Grove Park Facility [20 Evelyn Way NW]
48. Former Guice Facility [1485 Woodland Ave SE]
49. Former Harper Facility [180 Southside Industrial Pkwy]
50. Former Howell Facility [399 Macedonia Rd SE]
51. Former Hubert Facility [982 Memorial Dr SE]
52. Former Inman Facility [774 Virginia Ave NE]
53. Former Lakewood ES Facility [335 Sawtell Ave SE]
54. Former McGill Site [760 Martin St SE]
55. Former North Fulton (AIS) Facility [2890 N Fulton Dr NE]
56. Former Peeples Street Site [525-589 Peeples St SW]
57. Former Pitts Site [2210 Perry Blvd NW]
58. Former Pryor Street Facility [200 Doane St SW]
59. Former Rusk Facility [433 Peeples St SW]
60. Former Sylvan Hills Facility [1757 Melrose Dr SW]
61. Former Towns Facility [760 Bolton Rd. NW]
62. Former Venetian Hills Facility [1910 Venetian Dr SW]
63. Former West Atlanta Facility [1335 Kimberly Rd SW]
64. Former White Facility [1890 Detroit Avenue NW]
65. Former Williams Facility [1065 Wilkes Cir NW]
66. Former Wright Facility [350 Autumn Ln SW]
67. Garden Hills Elementary Facility
111. Smith Intermediate Facility
112. Smith Primary Facility
113. South Atlanta High
114. Sutton Middle 6th Grade Facility
115. Sutton Middle 7th-8th Grade Facility
116. Sylvan Hills Middle School Facility
117. Terry Street Lot [753 Terry St SE]
118. Therrell High Facility
119. Thomasville Heights Elementary Facility
120. Turner (Kipp Atlanta Collegiate Academy) Facility
121. Tuskegee Airmen Global Academy
122. Usher-Collier Elementary Facility
123. Utoy Creek @ Mays Site [west of Mays HS]
124. Broadcasting Facility [740 Bismark Rd NE]
125. Walden Athletic Complex Facility
126. Washington High Facility
127. Waters (Kipp Vision) Facility
128. West Manor Elementary Facility
129. Woodson Park Academy Facility
130. Young Middle Facility
131. Burgess-Peterson Elementary Facility
132. Former Boys & Girls Club Facility [20 Warren St NE]
133. Former Coan Middle Facility [1550 Hosea L Williams Dr NE]
134. Former East Lake Facility [145 4th Ave SE]
135. Former Marshall Facility [1820 Mary Dell Dr SE]
136. Former Wesley Avenue Site [187 Wesley Ave NE]
137. Lin Elementary Facility
138. Peterson (Adult Ed.) Facility
139. Phoenix Academy/Former Crim High Facility
140. Springdale Park Elementary Facility
141. Toomer Elementary Facility
142. Valerie D Thomas Maintenance Facility
143. Whitefoord Facility

68. Gideons Elementary Facility
69. H. J. Russell West End Academy MS Facility
70. Hank Aaron New Beginnings Academy Facility
71. Harper-Archer Elementary Facility
72. Henderson Athletic Stadium Facility

(iii) Making technology improvements, by acquiring, replacing, purchasing, installing, upgrading or supplementing technology including, but not limited to: instructional technology, information systems hardware, software and infrastructure, digital communication technology, wireless technology, wireless infrastructure, enterprise content management solutions, right-to-use technology assets, long term leases and/or licenses of cloud based and similar technology, data storage systems, telecommunication systems, mass communications systems, technology hardware, software, and related infrastructure at schools and facilities, at some or all of APS Schools and Facilities, upgrades to wireless communication infrastructure and technology, emergency response technology, access control technology and equipment, security cameras and surveillance upgrades at some or all of APS Schools and Facilities;

(iv) Making athletic field and physical education facility upgrades and improvements at various middle and high schools and stadiums serving such schools;

(v) Acquiring, replacing, purchasing, refurbishing, equipping and supplementing vehicles and capital equipment including without limitation school buses, , school bus lifts, school police vehicles, school police equipment, support vehicles, fuel management systems, medical, emergency and evacuation equipment, etc.;

(vi) Replacing, purchasing, upgrading, refurbishing or supplementing capital equipment including, but not limited to, desks, chairs, tables, instructional materials, instructional equipment, physical education equipment, equipment that supports learning, band equipment, kitchen equipment, waste compactors, portable classrooms/modular buildings, custodial equipment, grounds equipment, and similar capital equipment at some or all of APS Schools and Facilities;

(vii) Making of site, facility and technology improvements deemed necessary to improve safety and security, and enhance surveillance systems at some or all of APS Schools and Facilities;

(viii) Acquisition of North Atlanta High School and related facilities by making

lease purchase payments related to certificates of participation.

Section 2. Call for Election. The Fulton County Board of Education and Atlanta Board of Education hereby call, and request that the Board of Registration and Elections of Fulton County call, an election to be held in all the voting precincts in Fulton County on the 2nd day of November 2021, for the purposes of submitting to the qualified voters of Fulton County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following language or such other language as may be required by law:

( ) YES Shall the special one percent sales and use tax for educational purposes currently imposed in Fulton County be reimposed on July 1 2022 upon the expiration of the

( ) NO currently imposed tax, for not longer than 20 consecutive calendar quarters, to raise not more than $1,831,543,155.40 to be used for the following educational purposes:

I] For the Fulton County School District:

(A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
(B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
(C) making technology improvements and safety and security improvements for schools and facilities; and
(D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
(E) making purchase payments to acquire a replacement high school.

in an amount not to exceed $1,213,397,340.45 for the Fulton County School District, all as more fully described in the Notice of Election.

II] For the Atlanta Independent School System:

(A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
(B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
(C) making technology improvements and safety and security improvements for schools

and facilities; and
(D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
(E) making lease/purchase payments to acquire a replacement high school.

at a total maximum cost of $618,145,814.95, for the Atlanta Independent School System as more fully described in the Notice of Election.

The several places for holding said election shall be at the regular and established voting precincts of all of the election districts of Fulton County, and the polls will be open from 7 a.m. until 7 p.m. on the date fixed for the election.

Pursuant to O.C.G.A. § 21-2-224(1), the registration deadline for taking applications from persons desiring to register to vote in this election will be the close of business on October 4, 2021.

All residents of Fulton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given by the Fulton County Board of Registration and Elections, as election superintendent under O.C.G.A. 21-2-540(d) and 21-2-2(35), pursuant to concurrent resolutions of the Board of Education of Fulton County and the Board of Education of the Atlanta Independent School System.

This notice is given by the Fulton County Board of Registration and Elections, as election superintendent under O.C.G.A. 21-2-540(d) and 21-2-2(35), pursuant to concurrent resolutions of the Board of Education of Fulton County and the Board of Education of the Atlanta Independent School System.

FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS

BOARD OF EDUCATION OF FULTON COUNTY

BOARD OF EDUCATION OF THE ATLANTA INDEPENDENT SCHOOL SYSTEM

This ____ day of _____, 2021.

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ROSWELL, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Roswell, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk, Marlee Press
38 Hill Street
Roswell, GA 30075

With a copy to:

City Attorney, David Davidson
38 Hill Street
Roswell, GA 30075

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

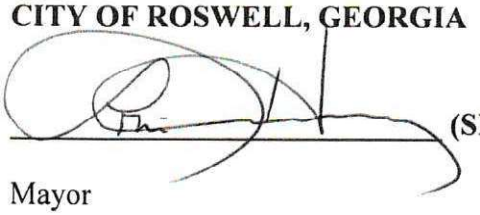
_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ROSWELL, GEORGIA



(SEAL)

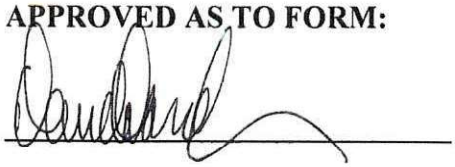
Mayor

Marlee Press

City Clerk (SEAL)

Date: 6-14-21

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO SUBSTANCE:

Marlee Press

City Clerk

EXHIBIT A

As per the Agreement executed on June 14, 2021, the City of Roswell, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 14th day of June, 2021.

Marlee Press (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Roswell General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF ROSWELL

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	68,933	68,933
Cost Per Voter	$2.96	$2.46
Total Cost	**$204,042**	**$169,575**
Grand Total	**$373,617.00**	

Ordinance No. 2021-06-10

STATE OF GEORGIA

COUNTY OF FULTON

First Reading: May 24, 2021
Second Reading: June 14, 2021

AN ORDINANCE OF THE CITY COUNCIL TO AUTHORIZE FULTON COUNTY TO CONDUCT ELECTION

WHEREAS, on November 2, 2021 an election will be held in the City of Roswell to elect Mayor and City Council members for Posts Four, Five and Six; and

WHEREAS, O.C.G.A. § 21-2-45 provides that a municipality may authorize and contract with a county to conduct elections:

1.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, and it is hereby ordained and established by authority of the same, that the Mayor is authorized to enter into a contract with the Fulton County Department of Registrations and Elections to conduct this election using ExpressPoll or other such measures approved by the Georgia Secretary of State, which contract is attached hereto and incorporated herein.

2.

All ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this Ordinance.

3.

Severability. Should any section of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

4.

This Ordinance shall take effect and be in force from and after the date of its adoption, the public welfare demanding it.

The above Ordinance having been read according to law is hereby approved by the Mayor and Council of the City of Roswell, Georgia on this 14th day of June 2021.

Lori Henry, Mayor

Attest:

Marlee Press, City Clerk
(Seal)

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of South Fulton, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

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without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

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ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

Corey E. Adams, Sr., City Clerk
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

With a copy to:

Vincent D. Hyman, City Attorney
5440 Fulton Industrial Blvd.
Atlanta, GA 30336

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF SOUTH FULTON, GEORGIA

(SEAL)

William "Bill" Edwards, Mayor

Date: June 8, 2021

APPROVED AS TO FORM:

Vincent D. Hyman, City Attorney

6/8/21

Corey E. Adams, Sr., City Clerk

(SEAL)

APPROVED AS TO SUBSTANCE:

Corey E. Adams, Sr., City Clerk

EXHIBIT A

As per the Agreement executed on May 25, 2021, the City of South Fulton, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 25th day of May, 2021.

_____ (SEAL)
Corey E. Adams, Sr., City Clerk

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

The Fulton County Board of Registrations and Elections agrees to conduct the City of South Fulton General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF SOUTH FULTON

FLAT RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	85,385	85,385
Cost Per Voter	$2.96	$2.46
Total Cost	**$252,740**	**$210,047**
Grand Total	**$462,787.00**	

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 1 day of June, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Facsimile: 770.206.1480

With a copy to:

City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Facsimile: 770.206.1480

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF SANDY SPRINGS, GEORGIA

(SEAL)

Russell K. Paul

Mayor

City Clerk (SEAL)

Date: June 1, 2021

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on June 1, 2021, the City of Sandy Springs, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 1 day of June, 2021.

City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Sandy Springs General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF SANDY SPRINGS

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	76,377	76,377
Cost Per Voter	$2.96	$2.46
Total Cost	**$226,076**	**$187,887**
Grand Total	**$413,963.00**	

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE OF THE CITY OF SANDY SPRINGS, GEORGIA, APPOINTING THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO CONDUCT THE CITY OF SANDY SPRINGS GENERAL MUNICIPAL ELECTION ON NOVEMBER 2, 2021 AND RUNOFF ELECTION ON NOVEMBER 30, 2021; AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE COUNTY RELATING THERETO; AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Sandy Springs ("City") will hold its general municipal election on November 2, 2021 and runoff election on November 30, 2021 (together, "Election"); and

WHEREAS, the City desires to contract with Fulton County ("County") to conduct this Election for the citizens of the City pursuant to applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s); and

WHEREAS, the Fulton County Board of Registration and Elections has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the City desires to enter into an intergovernmental agreement ("IGA") with the County to conduct the Election and to authorize the Mayor to sign the IGA.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia, while in regular session on June 1, 2021, at 6:00 p.m., as follows:

1. The County is hereby authorized to conduct the Election pursuant to applicable provisions of Georgia law; and

2. The City is hereby authorized to enter into an IGA with the County to conduct the Election in the form attached hereto as Exhibit A; and

3. The Mayor is hereby authorized to execute the IGA attached hereto as Exhibit A; and

4. The Mayor and the City Attorney are hereby authorized to make such minor revisions to the attached IGA as may be agreed to by the parties, and to take such actions as may be necessary to effectuate the intent of this Ordinance.

APPROVED AND ADOPTED this the 1st day of June, 2021.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE OF THE CITY OF SANDY SPRINGS, GEORGIA, APPOINTING THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO CONDUCT THE CITY OF SANDY SPRINGS GENERAL MUNICIPAL ELECTION ON NOVEMBER 2, 2021 AND RUNOFF ELECTION ON NOVEMBER 30, 2021; AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE COUNTY RELATING THERETO; AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Sandy Springs ("City") will hold its general municipal election on November 2, 2021 and runoff election on November 30, 2021 (together, "Election"); and

WHEREAS, the City desires to contract with Fulton County ("County") to conduct this Election for the citizens of the City pursuant to applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s); and

WHEREAS, the Fulton County Board of Registration and Elections has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the City desires to enter into an intergovernmental agreement ("IGA") with the County to conduct the Election and to authorize the Mayor to sign the IGA.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Sandy Springs, Georgia, while in regular session on June 1, 2021, at 6:00 p.m., as follows:

1. The County is hereby authorized to conduct the Election pursuant to applicable provisions of Georgia law; and

2. The City is hereby authorized to enter into an IGA with the County to conduct the Election in the form attached hereto as Exhibit A; and

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 1 day of June, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on the contribution prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Facsimile: 770.206.1480

With a copy to:

City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Facsimile: 770.206.1480

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF SANDY SPRINGS, GEORGIA

Russell K. Paul **(SEAL)**

Mayor

Date: June 1, 2021

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on June 1, 2021, the City of Sandy Springs, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 1 day of June, 2021.

City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Sandy Springs General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)

Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF SANDY SPRINGS

FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	76,377	76,377
Cost Per Voter	$2.96	$2.46
Total Cost	**$226,076**	**$187,887**
Grand Total	**$413,963.00**	

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 15th day of June, 2021, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Union City, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;

i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

a) Recommending early voting sites and hours of operation to the County.

b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of $2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of $2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8
E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9
AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11
NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City:

City Clerk (Shardrella Jewett)
5047 Union Street
Union City, GA

With a copy to:

City Attorney (Dennis Davenport)
100 Habersham Drive
Fayetteville, GA 30214

ARTICLE 12
NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15
EBINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

_____
Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

_____
Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF UNION CITY, GEORGIA

_____ (SEAL)

Mayor

Date: 6/15/21

Shandrella Jewett

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

Shandrella Jewett

City Clerk

EXHIBIT A

As per the Agreement executed on June 15, 2021, the City of Union City, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This 15th day of June, 2021.

Shandrella Jewett (SEAL)
City Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Union City General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

_____ (SEAL)
Elections Superintendent
Fulton County Board of Registration and
Elections

FULTON COUNTY
REGISTRATION & ELECTIONS

EXHIBIT B

CITY OF UNION CITY

FLAT-RATE (NON REFUNDABLE) CONTRIBUTION

Election	November 2, 2021 General
Citywide	
Number of Active Registered Voters (as of 3.23.2021)	17,915
Cost Per Voter	$2.96
Total Cost	$53,028.00

Public Notice Order Confirmation

Ad Order # 0000508180 PO #

Ordered By Shandrella Jewett

Account #	Name	Address
9026933	CITY OF UNION CITY	5047 UNION STREET, UNION CITY, GA 30291

Phone 770-515-7820 Fax Email

Daily Report

Placement: Government Notice Position: Miscellaneous County:

Run Dates: 01/20, 07/28 # of Ins: 2 Ad Size: 128 Words

Subject: Municipal General Election Qualifying Dates and Fees

Gross Amount	Affidavit Fee	Amount Due
40.00	5.00	45.00

Ad Text

UNION CITY, GEORGIA
PUBLIC NOTICE

The Mayor and City Council of the City of Union City, Georgia have set the qualifying fees for municipal offices to be filled in the November 2, 2021 General Election. The qualifying fee shall be in the amount of $749.70 for the Mayor's position and $475.50 for each Councilmember's position that is up for election. Said election shall be to elect one (1) Mayor and two (2) Councilmembers. Qualifying will begin **August 16, 2021** and end **August 18, 2021,** between the hours of 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 4:30 p.m.

Persons desiring to qualify shall file with the Election Superintendent at Union City (City Hall), 5047 Union Street, Union City, Georgia 30291.

Shandrella Jewett, City Clerk
Election Superintendent
#0000508180:1/20-2kmo

Corrections

Please review and provide corrections as needed.

Payment By Credit Card	( ) Visa ( ) MC ( ) Amex

Credit Card #: _____ Exp. Date: ___/___ Security Code: _____

Card Holder Name: _____ Signature: _____ Pmt Amount: _____

ARTICLE II

GOVERNMENT STRUCTURE

GENERALLY

The plan of government is one of the primary decisions that must be made prior to contacting the local delegation. Provisions to establish the form of government typically fall under Article II of the Charter. Standard examples of sections that set forth the details about city council and mayor follow, as do illustrative provisions specific to the forms of government used in Georgia.

LEGISLATIVE BRANCH

A. Creation of Offices.

Section 2.10. City Council Creation; Number; Election.

The legislative authority of the government of this city, except as otherwise specifically provided in this charter, shall be vested in a city council to be composed of [a mayor and] ___ councilmembers. The city council established shall in all respects be a successor to and continuation of the governing authority under prior law. The [mayor and] councilmembers shall be elected in the manner provided by general law and this charter.

The phrase [a mayor and] as used in the previous section and later sections is generally meant to be included in the council-manager and weak mayor-council plans. It may be excluded in the strong mayor-council form as part of the general separation of powers in that plan.

The size of the governing body of municipalities in Georgia varies from three to sixteen members. Excluding the mayor, the most popular sizes for municipal governing bodies in Georgia are four, five and six members; the National Civic League recommends the council be fairly small, between five and nine members. [72] *There are several factors to consider in setting the size of the city council. It is argued that smaller legislative bodies are more prompt and efficient decision makers. They can make quicker decisions due to the involvement of fewer numbers. Nevertheless, small governing bodies increase the danger of too limited a debate and an absence of diversity of views on vital issues. On the other hand, large governing bodies may tend to become unwieldy and require the use of committees for the discharge of specific responsibilities. Further, smaller districts are typically represented if there is a large council, thus resulting in "'log-rolling'—bargaining for and exchanging votes on a quid pro quo basis,"*[73] *to the detriment of the overall city. In determining the appropriate size, the diversity of population to be represented as well as the size of the city should be taken into account.*[74] *The following example provisions are offered by the National Civic League.*[75]

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[72] GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, 2006 MUNICIPAL GOVERNMENT INFORMATION CATALOG, CHAPTER 8; NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 7 (8th ed. 2003).

[73] *Id.*

[74] *Id.*

[75] NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 7-10 (8th ed. 2003).

Alternative 5

Mixed At-Large and Single Member District System; Mayor Elected by Council

The council shall be composed of [odd number] of council members elected by the voters of the city at large and one member from each of the even-numbered council districts elected by the voters of those districts, as provided in Article V. The mayor shall be elected from among the at-large members as provided in § 2.32, Alternative 1.

Alternative 6

Mixed At-Large and Single Member District System; Mayor Elected Separately

The council shall be composed of [even number] members elected by the voters of the city at large and one member from each of the even-numbered council districts elected by the voters of those districts, as provided in Article V. The mayor shall be elected as provided in § 2.32, Alternative 2.

Alternative 7

Single-Member District System

The council shall be composed of an even number of members each of whom shall be elected by district by the voters in that district. The mayor shall be elected in accordance with the provisions of § 2.32, Alternative 2.

The benefit of an at-large system is that it allows citizens "to choose councilmembers best qualified to represent the interest of the city as a whole".[76] *However, in some circumstances, such as very large cities or cities with vast demographic differences, it may be helpful to establish districts so that citizens may have more equitable representation.*[77]

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[76] NATIONAL CIVIC LEAGUE MODEL CITY CHARTER 7 (8th ed. 2003).

An option to allow more equitable representation is to have a district residency requirement, where districts of equal population are established and one council member resides in each district.[78] *The city may also choose to have a mixed system, with some councilmembers elected at large and some elected by and from districts. However, if a mixed system is selected, all members should have equal status on the council, regardless of the method of election, to avoid any perception of superiority of at-large members.*[79] *The ratio of at-large to district councilmembers is simply a matter of local preference.*

A final option is the single-member district system, with the mayor elected at-large. Some cities prefer this method as a way to elect minority councilmembers and to reduce the cost of campaigns.[80] *However, this system does present the problem that district-specific concerns may override citywide issues. Additionally, the use of at-large seats, residency districts or voting districts must comport with the constitutional requirement of "one person, one vote" and Section 2 of the Voting Rights Act which requires that minority groups have an equal opportunity to participate in the political process.*[81] *For additional information on districting and redistricting see the GMA publication "2001 Georgia Municipal Redistricting Guide."*

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[77] *Id.* at 8.

[78] *Id.*

[79] *Id.* at 9.

[80] *Id.* at 9-10.

[81] *See* 42 U.S.C. § 1973; Baker v. Carr, 369 U.S. 186 (1962); Reynolds v. Sims, 377 U.S. 533 (1964). It is important to note that Section 2 of the Voting Rights Act of 1965 was not affected by the decision of the United States Supreme Court in Shelby County, Alabama v. Holder, 133 S.Ct. 2612 (2013).

B. Terms and Qualifications for Office.

Section 2.11. City Council Terms and Qualifications for Office.

The [mayor and] members of the city council shall serve for terms of 4 years and until their respective successors are elected and qualified. No person shall be eligible to serve as [mayor or] councilmember unless that person shall have been a resident of the city for 12 months prior to the date of election of [mayor or] members of the council; each shall continue to reside therein during that member's period of service and to be registered and qualified to vote in municipal elections of this city.

Alternative: Residence Requirements

If the city chooses to designate council districts,[82] the following provisions may be desirable:

Section 2.11 City Council Terms and Qualifications for Office continued

In addition to the above requirements, no person shall be eligible to serve as a councilmember representing a council district unless that person has been a resident of the district such person seeks to represent for a continuous period of at least six months immediately prior to the date of the election for councilmember and continues to reside in such district during that person's period of service.

A general state law provides that the term of office for all city officials shall be four years; however, the General Assembly is authorized to provide by local law for two year terms

[82] For more information regarding council districts, see Art. V.

as authorized by O.C.G.A. § 21-2-541.2.[83] *Note that code section 1-3-11 requires a referendum to lengthen or shorten the term of office or abolish an office during the term of office for which the person has been elected.*[84]

Qualifications for membership on the municipal governing body may vary since most municipal charters prescribe prerequisites for holding a municipal elective office. In addition to such charter requirements, general state law sets forth certain qualifications for candidates for municipal office by describing persons who are ineligible to hold civil office.[85]

Currently, general law imposes a 12 month residency requirement unless a different period of time is specified in the charter.[86] *While a city may choose to set reelection limits, it is highly recommended that no limits be set so that citizens may reelect officials they feel do a good job.*[87] *The National Civic League also suggests four-year staggered terms to avoid dramatic changes in the council at each election.*[88]

C. Vacancies in Office.

Section 2.12. Vacancy; Filling of Vacancies.

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[83] O.C.G.A. § 21-2-541.1; 21-2-541.2 (2003).

[84] Griffin v. City of Milledgeville, 621 S,E,2d 734 (2005); Burton-Callaway v. Carroll County Board of Elections, 619 S.E.2d (2005).

[85] O.C.G.A. § 45-2-1 (2002 & Supp. 2006).

[86] O.C.G.A. § 45-2-1(a) (2002 & Supp. 2006).

[87] NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 6 (8th ed. 2003).

[88] *Id.*

(a) Vacancies - The office of mayor or councilmember shall become vacant upon the incumbent's death, resignation, forfeiture of office, or occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted.

(b) Filling of Vacancies - A vacancy in the office of mayor or councilmember shall be filled for the remainder of the unexpired term, if any, by appointment by the city council or those members remaining if less than 12 months remains in the unexpired term. If such vacancy occurs 12 months or more prior to the expiration of the term of that office, it shall be filled for the remainder of the unexpired term by a special election, as provided for in Section 5.14 of this charter and in accordance with Titles 21 and 45 of the Official Code of Georgia Annotated, or other such laws as are or may hereafter be enacted.

(c) This provision shall also apply to a temporary vacancy created by the suspension from office of the mayor or any councilmember.

A 1983 Constitutional amendment, ratified in 1984, provides that vacancies are created when an elected official qualifies for any state, county or municipal elective office, or for the House of Representatives or Senate, more than 30 days prior to the expiration of the present municipal office.[89] *Re-qualification for a municipal seat currently held, however, does not create a vacancy. Offices may also be vacated by the death or resignation of the incumbent, by the decision of a competent tribunal, by an act or misfortune of the incumbent which renders that person no longer eligible for office, by the incumbent ceasing to be a resident or*

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[89] GA. CONST. art. II, sec. II, para. V (1983).

abandoning office, or upon the occurrence of other events enumerated in Title 45 of the Official Code of Georgia Annotated.[90] *Except upon the death, resignation or felony conviction of an incumbent, notice must be provided to the person whose office is vacated at least 10 days before filling the vacancy or calling for an election, and the decision to fill the vacancy is subject to appeal to the superior court.*[91] *If the vacancy is filled by election, the procedures for special elections in Title 21, Chapter 2 of the Official Code of Georgia Annotated must be followed.*

Vacancies in elective offices may also be created by a recall election initiated by a certain percentage of the electorate. A general law provides the grounds for recall and the manner in which a recall election is held.[92] *Vacancies created by recall are to be filled by special election in the manner provided by law.*[93]

Subsection (c) in the provision on filling of vacancies is important if the local governing body wants to ensure that the charter is clear on their ability to appoint someone to fill the vacancy of an elected official suspended from office after felony indictment and commission recommendation. [94]

D. Compensation and Expenses.

The following general provision allows the amount of compensation for members of the governing body to be fixed by ordinance. State law protects the public by placing limitations and

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[90] O.C.G.A. § 45-5-1(a) (2002 & Supp. 2006). *See generally*, O.C.G.A. §§ 45-5-1 et. seq. (2002 & Supp. 2006).

[91] *Id.* (b).

[92] O.C.G.A. §§ 21-4-3 (7)(B) (2003 & Supp. 2006), 21-4-4 (2003).

[93] O.C.G.A. § 21-4-13 (g) (2003).

[94] *See* GA. CONST. Art. V, Sec. II, Par. VIII(a); O.C.G.A. § 45-5-6 (2002).

procedural requirements on the adoption of salary adjustments for elected municipal officials.[95] It may be useful, however, to set the actual salary of the first council in the charter itself.[96]

Section 2.13. Compensation and Expenses.

The mayor and councilmembers shall receive compensation and expenses for their services as provided by ordinance.

E. Prohibitions.

Alternative 1

Section 2.14. Holding Other Office; Voting When Financially Interested.

(a) Elected and appointed officers of the city are trustees and servants of the residents of the city and shall act in a fiduciary capacity for the benefit of such residents.

(b) Except as authorized by law, the mayor or any councilmember shall not hold any other city office or city employment during the term for which that person was elected.

(c) Neither the mayor nor any member of the city council shall vote upon, sign or veto any ordinance, resolution, contract or other matter in which that person is financially interested.

According to a 1983 Constitutional amendment, no municipal elected official can hold another state, county, or municipal elective office, or serve in the United States Senate or

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[95] O.C.G.A. § 36-35-4 (2006).

[96] NATIONAL CIVIC LEAGUE, MODEL CITY CHARTER 13 (8th ed. 2003).

House of Representatives.[97] *In addition, councilmembers are ineligible to hold other municipal offices during their term of office unless they resign from their original office.*[98] *Furthermore, Georgia courts have held that municipal elected officers are ineligible as a matter of public policy to be salaried employees of the municipality.*[99]

O.C.G.A. § 36-30-6 provides that "it is improper and illegal for a member of the city council to vote upon any question, brought before the council, in which he is personally interested". The term "personal interest" has been construed by the courts to mean financial interest with respect to such issues as contracts, the naming of city depositories, and ownership of land which might be affected by public improvements.[100]

The term "financial interest" may have little meaning when applied to a given fact situation not encountered by the courts. Consequently, it may be desirable to go further and spell out specific standards in order to give meaning to the term. The following alternative section may be included to provide guidelines or a standard by which city officials and employees should conduct their personal and business affairs.[101] *This could also help to ensure sound, honest administration of government affairs.*

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[97] GA. CONST. art. II, sec. II, para. V (1983).

[98] O.C.G.A. § 36-30-4 (2006). *See, e.g.*, Hughley v. City of Thomaston, 180 Ga.App. 207, 348 S.E.2d 570 (1986); Fowler v. Mitcham, 249 Ga. 400, 291 S.E.2d 400 (1982); 1982 OP. ATTY. GEN. U82-27.

[99] *See, e.g.*, Welsch v. Wilson, 218 Ga. 843, 131 S.E.2d 194 (1963).

[100] DOT v. Brooks, 254 Ga. 303, 328 S.E.2d 705 (1985); Story v. City of Macon, 205 Ga. 590, 54 S.E.2d 396 (1949); Trainer v. City of Covington, 183 Ga. 759, 189 S.E. 842 (1937); Cochran v. City of Thomasville, 167 Ga. 579, 146 S.E. 462 (1928); Montgomery v. City of Atlanta, 162 Ga. 534, 134 S.E. 152 (1926); Mayor of Hogansville v. Planters Bank, 27 Ga.App. 384, 108 S.E. 480 (1921); Smith v. City of Winder, 22 Ga. App. 278, 96 S.E. 14 (1918); Hardy v. Mayor of Gainesville, 121 Ga. 327, 48 S.E. 921 (1904).

[101] *See generally*, GEORGIA MUNICIPAL ASSOCIATION, ETHICS IN GOVERNMENT: FINDING THE RIGHT COURSE (1993).

STATE OF GEORGIA

CITY OF UNION CITY

RESOLUTION

NO. 2021- 01

A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF UNION CITY; TO ESTABLISH FEES FOR QUALIFYING OF CANDIDATES; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council for the City of Union City (the "City") is the duly elected governing authority for the City; and

WHEREAS, a municipal general election shall be conducted on November 2, 2021, for the purpose of electing a mayor and two councilmembers; and

WHEREAS, the qualifying fee for the mayor shall be seven hundred forty-nine dollars and seventy cents ($749.70); and

WHEREAS, the qualifying fees for the two councilmembers shall be four hundred seventy-five dollars and fifty cents ($475.50).

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council for the City of Union City, Georgia, that the qualifying fee for candidates for the position of mayor that will be elected on November 2, 2021 shall hereby be established as seven hundred forty-nine dollars and seventy cents ($749.70) and that qualifying fees for candidates for the two councilmember positions that will be elected on November 2, 2021 shall hereby be established as four hundred seventy-five dollars and fifty cents ($475.50).

SO RESOLVED this 19th day of January, 2021.

MAYOR AND COUNCIL OF THE
CITY OF UNION CITY

By: _____
Vince R. Williams, Mayor

(SEAL)

ATTEST:

_____
Shandrella Jewett, City Clerk

Approved as to form:

_____
City Attorney

The judge of the Municipal Court of Union City is hereby authorized to impose certain fees as costs of court pursuant to section 6-103 of the Charter for the City of Union City, with said fees to include (1) warrant application fees; (2) rehearing fees; (3) records correction fees; (4) probation fees; (5) warrant fees; and (6) late fees.
(Ord. No. 80-7, 10-21-80; Ord. No. 2013-06, 11-19-13)

Sec. 2-6. City records.

(a) The Georgia Records Act, O.C.G.A. Title 50, Chapter 18, sections 90—103, requires that all local governments adopt a records management plan. The records of the city are public property and all these records contain information needed for varying lengths of time for the conduct of public business, and some of these records are essential for varying lengths of time for continuity of government or for the protection of the rights and privileges of our citizens. Some of these records contain information that is important as documentary evidence of our heritage and will be treasured by future generations as priceless historical research material. It is in the best interests of our citizens that an efficient and cost effective records management plan be adopted and implemented which will cause any records whose usefulness has ended to be destroyed and which will cause those records which have enduring value to be identified and preserved.

(b) The city clerk, is responsible for records management activities and is directed to act for and in behalf of the mayor and council in directing and coordinating all records management matters.

(c) No record shall be destroyed except in accordance with approved retention schedules.

(d) Whenever any records are destroyed, a certificate of destruction shall be prepared and forwarded to the mayor and council which shall show the type of records destroyed, the approved retention schedule number, the dates covered, and the volume destroyed.
(Ord. No. 84-2, 2-21-84)

Sec. 2-7. Methodology for the conduct of municipal elections.

Pursuant to the Charter of the City of Union City section and O.C.G.A. section 21-2-45(c), all elections necessitated by the governing processes of the City of Union City shall be conducted by Fulton County, Georgia, in accordance with a properly executed agreement which embodies the understanding between the City of Union City and the County of Fulton for the conduct of elections.
(Ord. No. 2005-06, § 1, 5-17-05)

Secs. 2-8—2-25. Reserved.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0634 **Meeting Date:** 9/1/2021

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Requesting approval from the Board of Commissioners for the Board of Registration and Elections' proposals: 11.21, 12.21, and 13.21. The proposals referenced are for boundary line changes in the City of South Fulton, in accordance with House Bill 445 as amended. To amend an Act to incorporate the City of South Fulton in Fulton County, Georgia, approved April 26, 2016 (Ga. L. 2016, p. 3726), as amended, so as to change the corporate boundaries of the municipality; to provide for related matters; to repeal conflicting laws; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with O.C.G.A. § 21-2-261, Change in boundaries of precinct; creation of new precincts. Required by state law, voters will be notified of the change 30 days before an Election Day.

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.)*

Requesting Approval from the Board of Commissioners for the Board of Registration and Elections' proposals: 11.21, 12.21, and 13.21. The proposals referenced are for boundary line changes in the City of South Fulton, in accordance with House Bill 445 as amended.

Scope of Work: Click or tap here to enter text.

Agenda Item No.: 21-0634 **Meeting Date:** 9/1/2021

Community Impact: All impacted voters will be notified of the change in the polling place no later than 30 days prior to the next scheduled election

Department Recommendation: HB 445

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

House Bill 445 (AS PASSED HOUSE AND SENATE)

By: Representatives Bruce of the 61st, Bazemore of the 63rd, Boddie of the 62nd, Dollar of the 45th, Thomas of the 65th, and others

A BILL TO BE ENTITLED

AN ACT

To amend an Act to incorporate the City of South Fulton in Fulton County, Georgia, approved April 26, 2016 (Ga. L. 2016, p. 3726), as amended, so as to change the corporate boundaries of the municipality; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

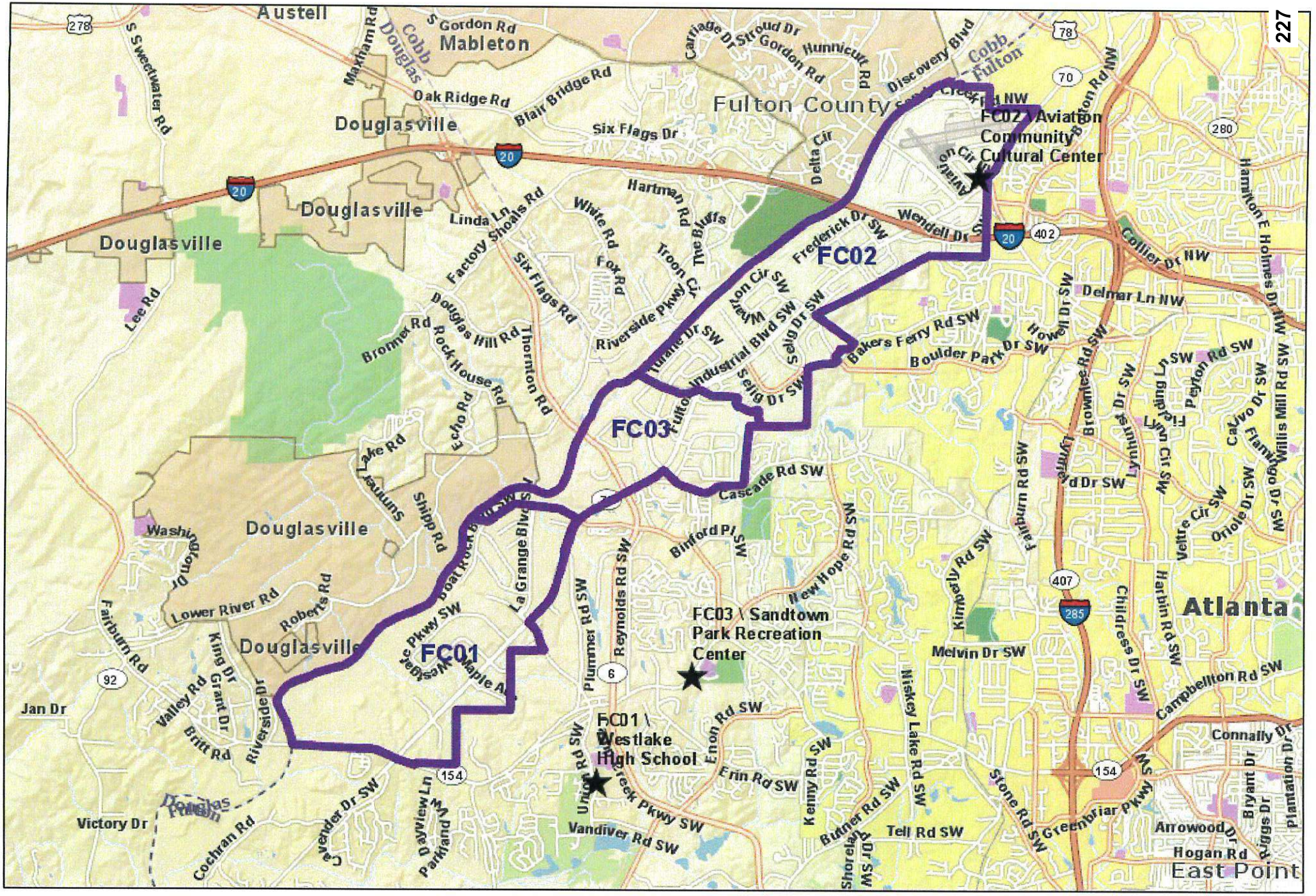
SECTION 1.

An Act to incorporate the City of South Fulton in Fulton County, Georgia, approved April 26, 2016 (Ga. L. 2016, p. 3726), is amended by designating the existing text of Section 1.11 as subsection (a) and adding a new subsection to read as follows:

"(b) In addition to the territory described in subsection (a) of this section, the corporate limits of the City of South Fulton shall also include all of the unincorporated territory of Fulton County on the effective date of this Act south of the centerline of the right of way of State Route 402, also known as Interstate 20."

SECTION 2.

All laws and parts of laws in conflict with this Act are repealed.

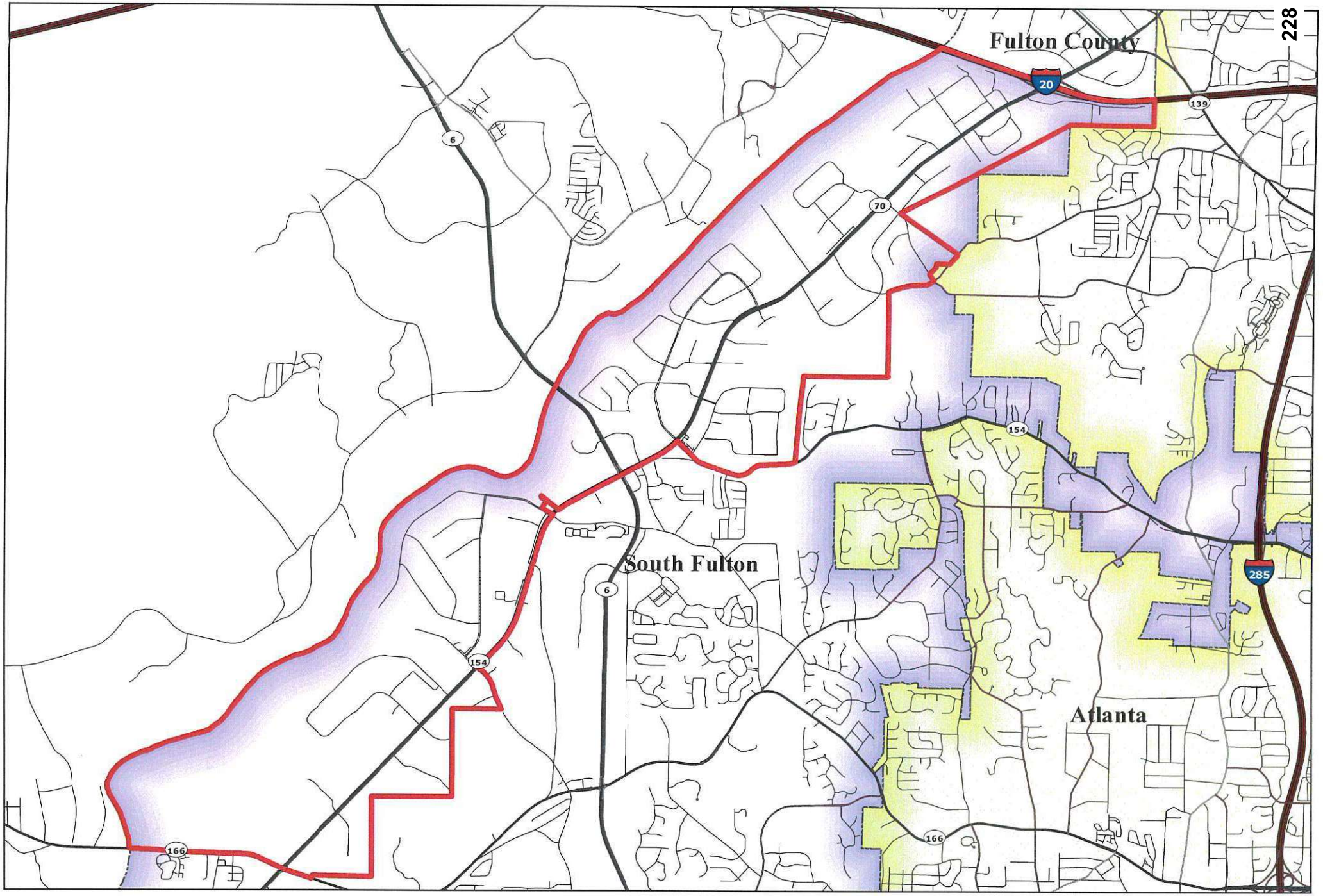


ArcGIS Web Map

Date: 6/16/2021
Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY



Fulton County, GA

0 0.5 1 Miles

South Fulton House Bill 445 May 2021

South Fulton House Bill 445

Street Centerlines

FULTON COUNTY

Date: 5/24/2021

Proposal NO. 11/21 **FC01.**

Precinct Boundary Line Change

	CD	SS	SH	CC	ED	MU	COMBO
FC01	5	38	61	6	4		784

EXISTING POLLING PLACE REGISTERED VOTERS as of 6/10/2021

Precinct	Polling Place	White	Black	Other	Total
FC01	West Lake High School 2400 Union Road	9	286	41	336

PROBLEM: House Bill 445 amended corporate boundary lines for The City of South Fulton which effects precinct FC02.

PROPOSAL:

Amend boundary line for precinct FC02 for the City of South Fulton amended by House Bill 445. Relabel precinct FC02 to precinct SC32. All impacted voters will be notified of the change in the polling place no later than 30 days prior to the next scheduled election (see exhibit 12).

	CD	SS	SH	CC	ED	MU	COMBO
SC31	5	38	61	6	4	1	784

PROPOSED POLLING PLACE REGISTERED VOTERS as of 6/10/2021

Precinct	Polling Place	White	Black	Other	Total
SC31	West Lake High School 2400 Union Road	9	286	41	336

APPROVED BY BOARD OF R&E July 08, 2021

FIGURE 11A
EXISTING PRECINCT
FC01

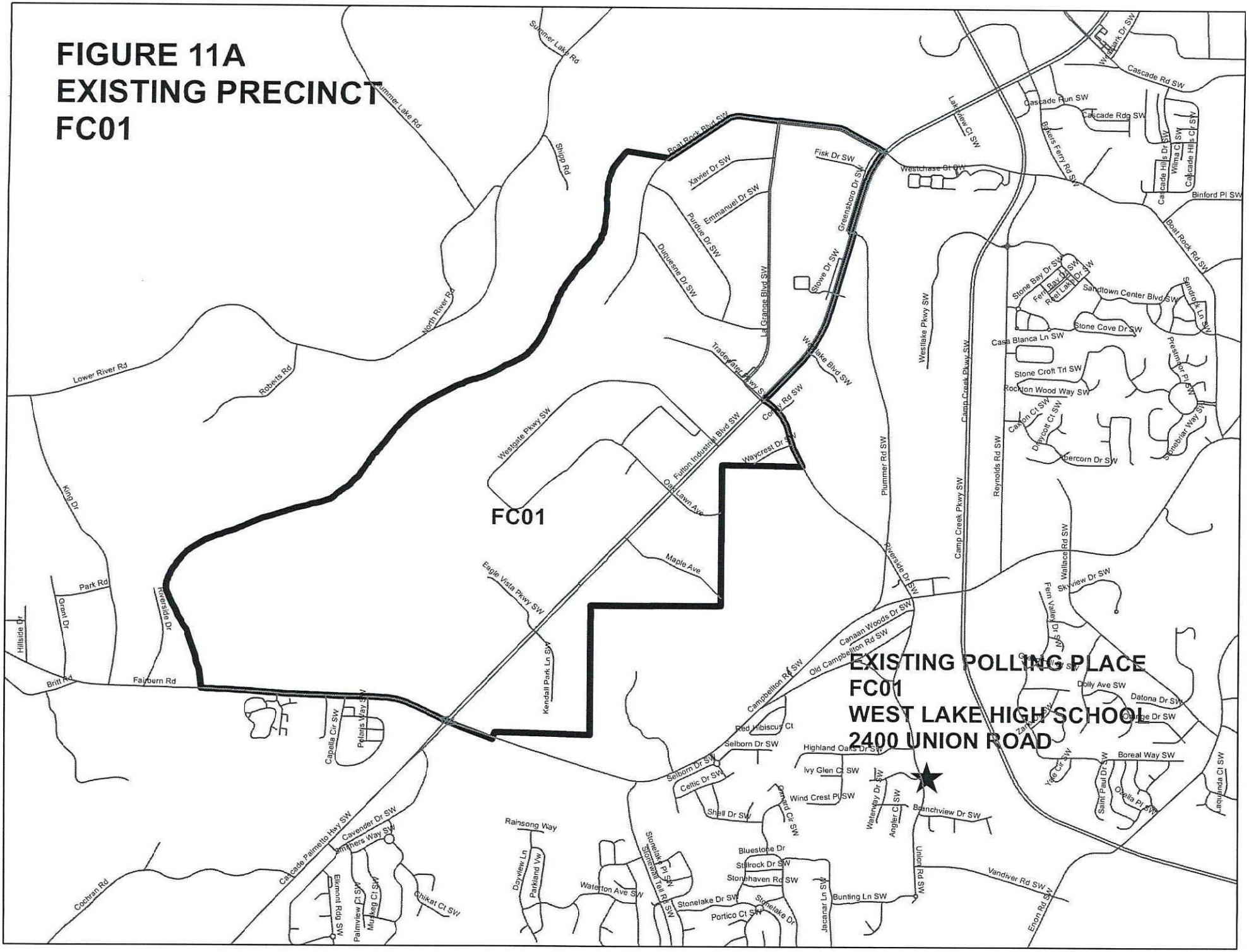
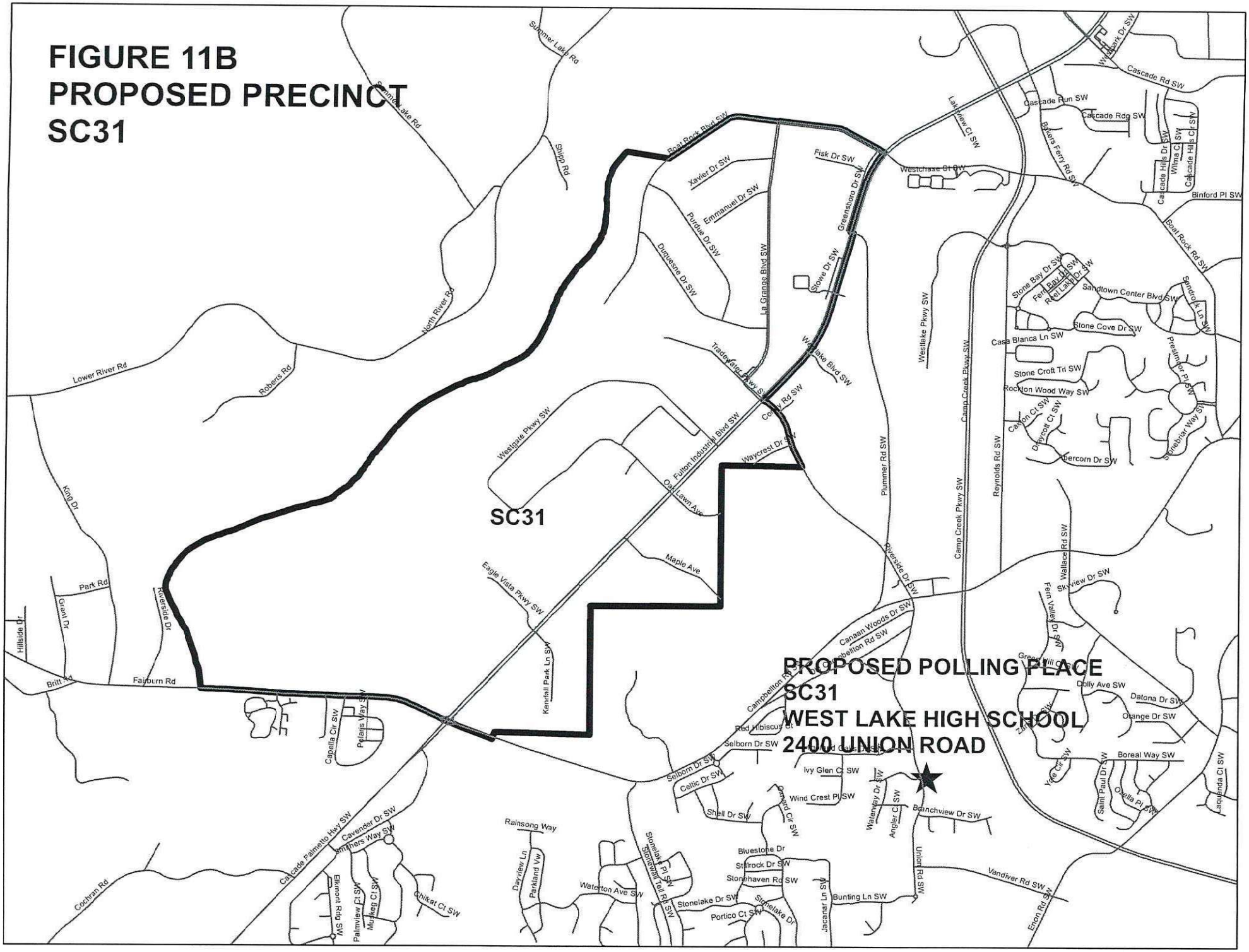


FIGURE 11B
PROPOSED PRECINCT
SC31



Proposal NO. 12/21 **FC02.**

Precinct Boundary and District Change

	CD	SS	SH	CC	ED	MU	COMBO
FC02	5	38	61	6	4		784

EXISTING POLLING PLACE **REGISTERED VOTERS as of 6/10/2021**

Precinct	Polling Place	White	Black	Other	Total
FC02	Aviation Community Cultural Center 3900 Aviation Circle	64	379	138	581

PROBLEM: .House Bill 445 amended corporate boundary lines for The City of South Fulton which effects precinct FC02. By annexation north of I-20 is still Fulton County property and will remain FC02

PROPOSAL: Amend boundary line for precinct FC02 for the City of South Fulton amended by House Bill 445. Relabel amended portion of FC02 to precinct SC32. All impacted voters will be notified of the change in the polling place no later than 30 days prior to the next scheduled election. (see exhibit 12).

	CD	SS	SH	CC	ED	MU	COMBO
SC32	5	38	61	6	4	1	784

PROPOSED POLLING PLACE **REGISTERED VOTERS as of 6/10/2021**

Precinct	Polling Place	White	Black	Other	Total
SC32	Aviation Community Cultural Center 3900 Aviation Circle	64	379	138	581

APPROVED BY BOARD OF R&E July 08, 2021

FIGURE 12A
EXISTING PRECINCT
FC02

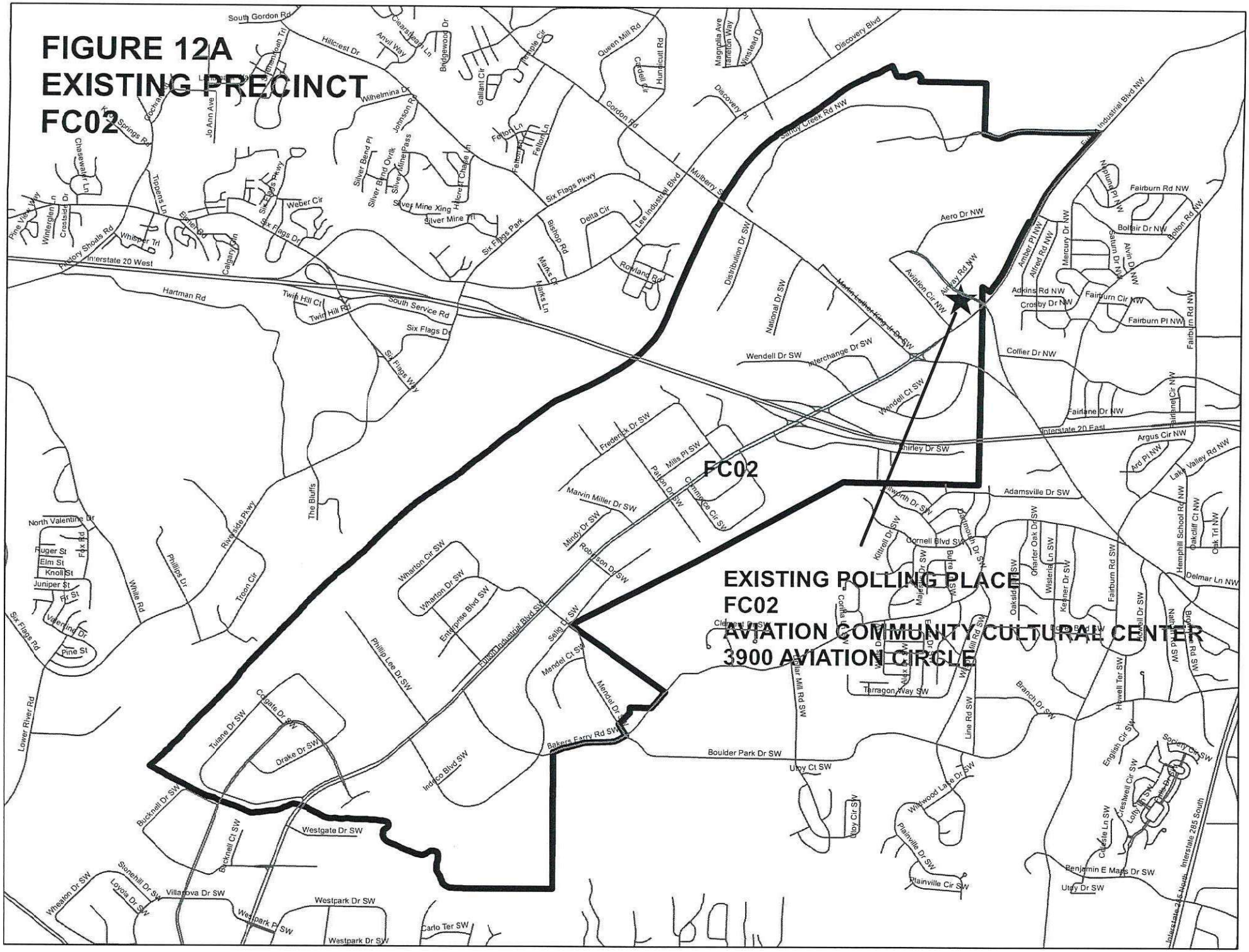
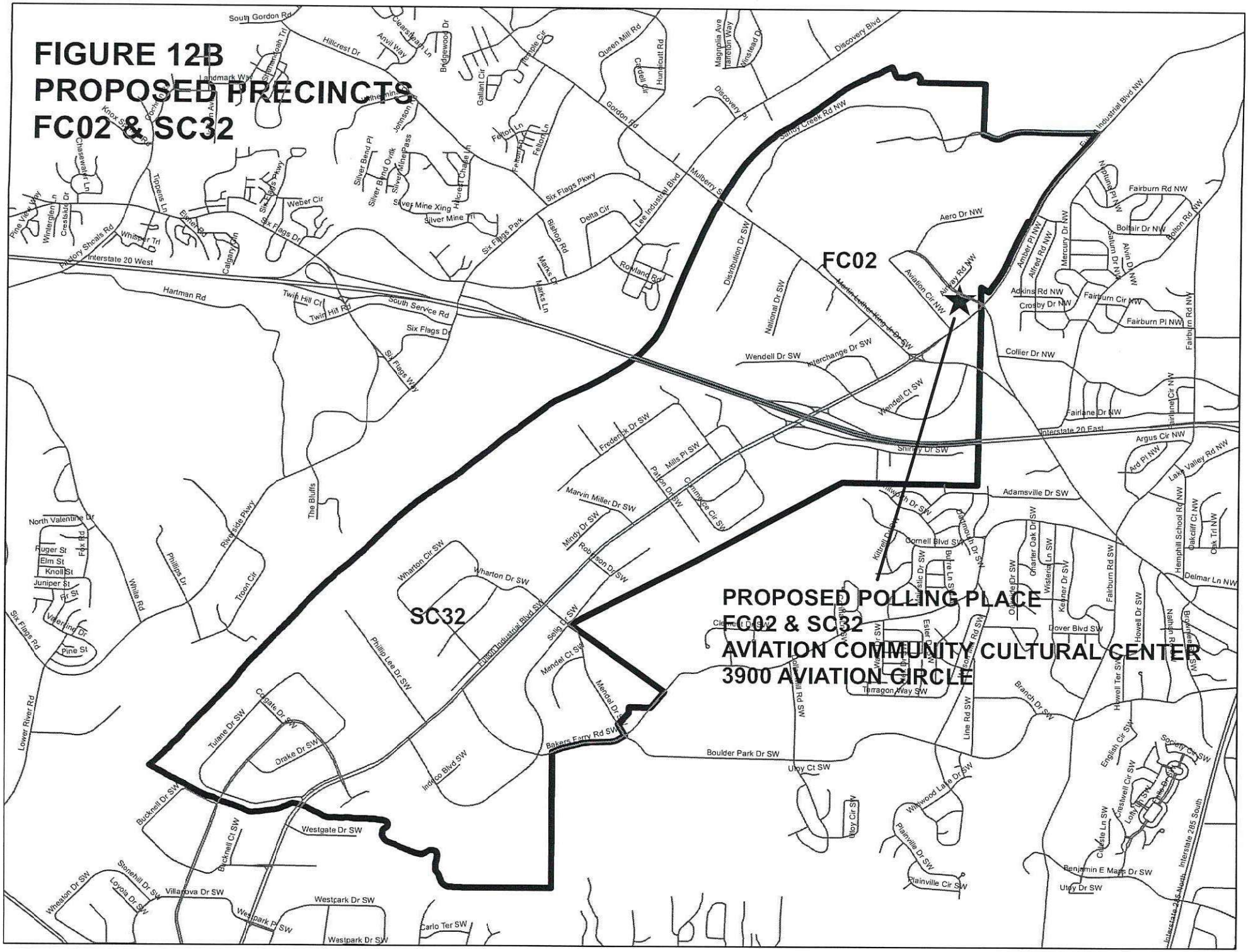


FIGURE 12B
PROPOSED PRECINCTS
FC02 & SC32



Proposal NO. 13/21 **FC03.**

Precinct Boundary and District Change

	CD	SS	SH	CC	ED	MU	COMBO
FC03	5	38	61	6	4		784

EXISTING POLLING PLACE **REGISTERED VOTERS as of 6/10/2021**

Precinct	Polling Place	White	Black	Other	Total
FC03	Sandtown Park Gym 5230 Campbellton Road	0	14	3	17

PROBLEM: House Bill 445 amended boundary lines for The City of South Fulton which effects precinct FC 03.

PROPOSAL: Amend boundary line for precinct FC03 for the City of South Fulton amended by House Bill 445. Relabel precinct FC03 to precinct SC33. All impacted voters will be notified of the change in the polling place no later than 30 days prior to the next scheduled election (see exhibit 13).

	CD	SS	SH	CC	ED	MU	COMBO
SC33	5	38	61	6	4	1	784

PROPOSED POLLING PLACE **REGISTERED VOTERS as of**

Precinct	Polling Place	White	Black	Other	Total
SC33	Sandtown Park Gym 5320 Campbellton Road	0	14	3	17

APPROVED BY BOARD OF R&E July 08, 2021

FIGURE 13A
EXISTING PRECINCT
FC03

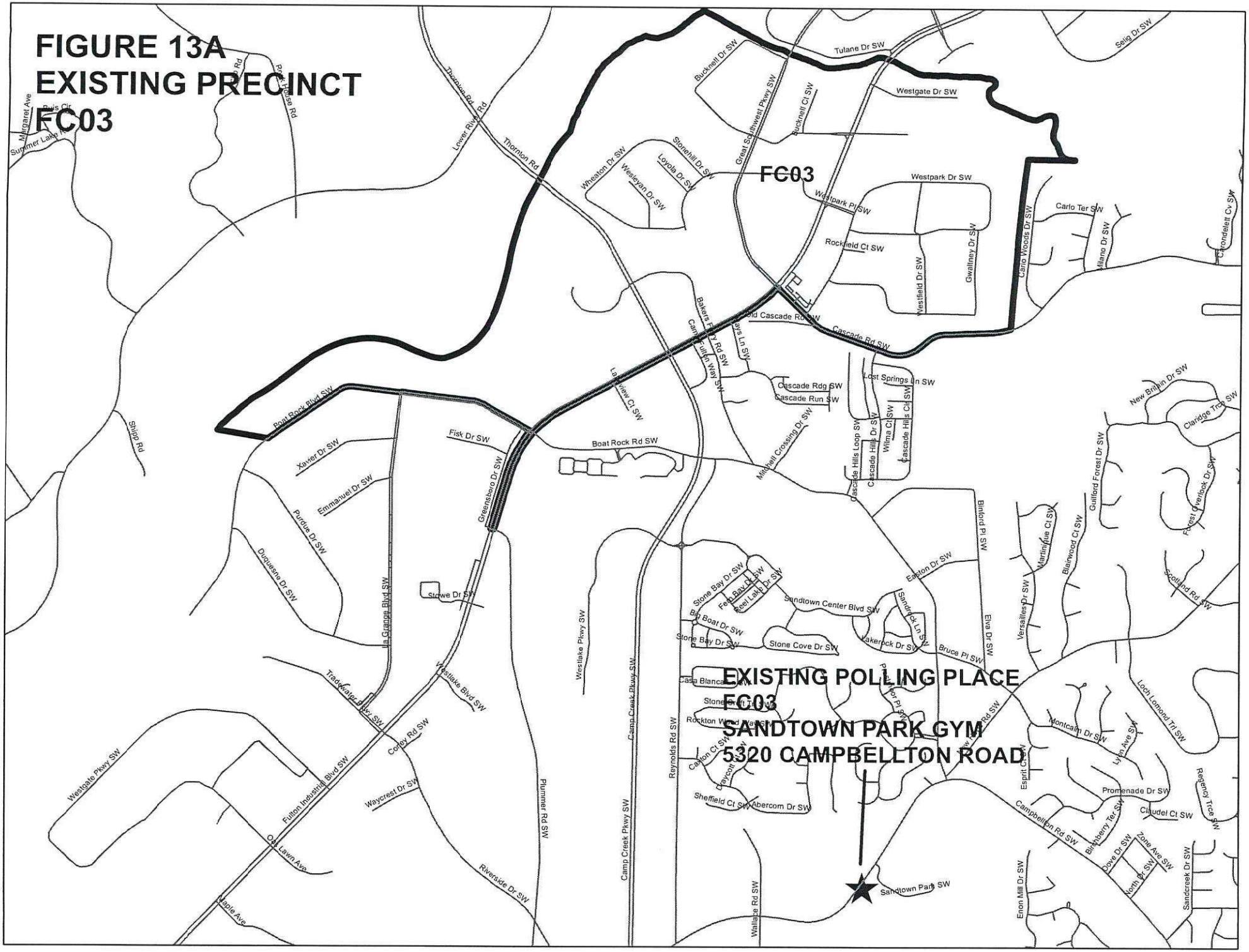
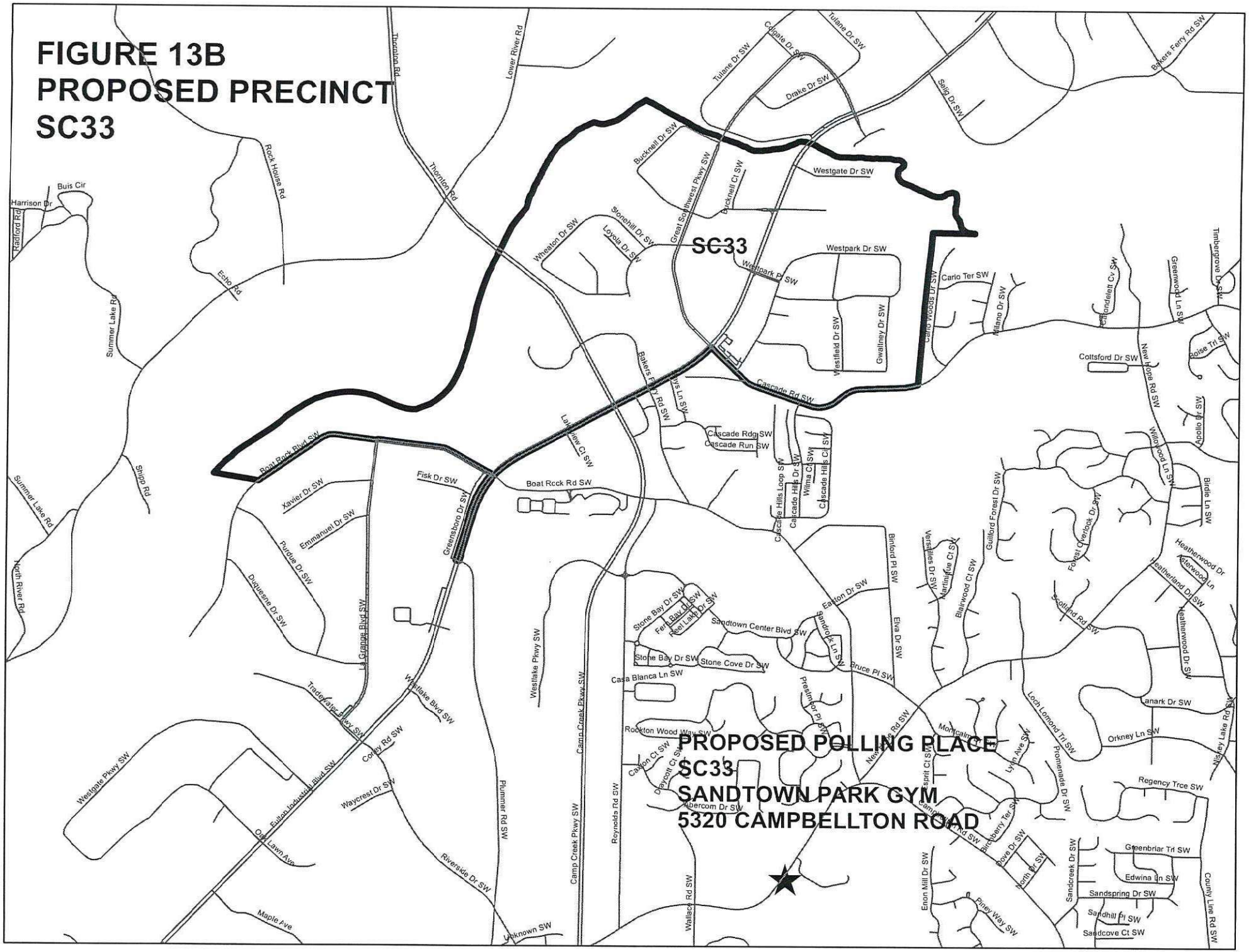


FIGURE 13B
PROPOSED PRECINCT
SC33



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0635 **Meeting Date:** 9/1/2021

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a change order less than 10% - Department of Real Estate and Asset Management, Bid#20ITB127421K-JAJ, Demolition Services for the Airway Motel in the amount of $4,924.75 with Tristar America, LLC (Norcross, GA) to provide additional equipment and laborers for the removal and disposing of asbestos piping, demolition and removal of an existing billboard and complete foundation; and hiring of an expediter to facilitate the completion of construction demolition debris work for the Airway Motel located at 720 Fulton Industrial Blvd, Atlanta, GA 30336. Effective for a period of 30 calendar days upon issuance of Notice to Proceed.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
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 must be approved by the Board of Commissioners

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 Approval of change order less than 10% for removal and disposal of contaminated debris and construction materials from the Airway Motel site.

Scope of Work: The Demolition Contractor is to perform additional services to the existing Scope of Work for the removal and disposal of contaminated debris and construction materials from the Airway

Motel site located at 720 Fulton Industrial Blvd, Atlanta, GA 30336.

The Change Order Scope of Work includes but not limited to:

1. Removal and disposing of approximately 800 linear feet of unforeseen friable asbestos insulated piping
2. Demolition and removal of an existing billboard and complete foundation
3. Hiring an Expediter to facilitate the process of obtaining demolition permit from City of Atlanta, design and produce drawings for the removal of existing billboard from the Airway Motel site

Change Order Cost Breakdown:

	Change Oder Description	**Cost**
1	Excavation, glove bag insulation and disposal of approximately 800 LF of friable asbestos insulated pipe. Equipment and Laborers includes: 1 - Excavator, I - Asbestos supervisor, 1 -Asbestos worker, PPE equipment and disposal w/ waster manifest	$36,100.00
2	Demolition and removal of an existing billboard and complete removal of the foundation. Equipment and Laborers includes: - 1- Excavator for 2 days, 1 -Operator for 2 day, 1 -Excavator w hammer for 2 days, disposal of concrete and small tools	$11,375.00
3	Hiring one (1) Expediter to facilitate the process for obtaining demolition permits from City of Atlanta and the removal of existing billboard from the Airway Motel site. This cost covers the required design, drawings & plans and 10% profit/overhead cost and Bond premium	$7,449.75
	Total Change Order Cost	**$54,924.75**
	Owner Controlled Contingency	**-$50,000.00**
	Total Request	**$4,924.75**

Community Impact: There's no immediate impact on the community at this time. The County is committed to creating a green space for future development.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of change order greater than 10%, modifying the existing Scope of Work to provide additional equipment and laborers for the removal and disposing of asbestos piping, demolition and removal of an existing billboard and complete foundation; and hiring of an expediter to facilitate the completion of construction demolition debris work for the Airway Motel located at 720 Fulton Industrial Blvd, Atlanta, GA 30336.

The recommendation for change order was based on the unforeseen condition of asbestos piping and removal of existing billboard and foundation which was discovered during the demolition process

at the Airway Motel. The Change Order cost of $54,924.75 will be covered mostly by the owner controlled contingency of $50,000.00, which was included as part of the lump sum in the total Base Bid Amount of $215,868.00 to address unforeseen issues.

This request is for an additional $4,924.75 to help cover the remaining balance of Change Order cost which represents approximately two (2.28%) percent of the original Contract valve of $215,868.00.

The Demolition Contractor will work in collaboration with the Department of Real Estate and Asset Management, Building Construction Division to facilitate the Change Order process.

Project Implications: The intent of this Change Order is to address the required changes to the existing Scope of Work to provide additional equipment and laborers for the removal and disposing of contaminated debris and construction materials from the Airway Motel site.

Community Issues/Concerns: The Department is not aware of any community issues/concerns at this time.

Department Issues/Concerns: If this Change Order is not approved, there may be potential disruption and delays in addressing the unforeseen condition of asbestos piping and removal of an existing billboard and foundation at the Airway Motel.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0166	3/3/21	$215,868.00
Change Order No. 1			**$4,924.75**
Total Revised Amount			$220,792.75

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

Contract Value: **$4,924.75**
Prime Vendor: **Tristar America, LLC**
Prime Status: ***Non-Minority***
Location: **Norcross, GA**
County: **Gwinnett County**
Prime Value: **$2,708.61 or 55.00%**

Subcontractor: **First Environmental**
Subcontractor Status: **Non-Minority**
Location: **Snellville, GA**
County: **Gwinnett County**
Subcontractor Value: **$1,772.91 or 36.00%**

Subcontractor: **LFM Transport, LLC**
Subcontractor Status: **African American Female Business Enterprise-Non-Certified**
Location: **Snellville, GA**
County: **Gwinnett County**

Subcontractor Value: **$443.23 or 9.00%**

Total Contract Value: **$4,924.75 or 100.00%**
Total M/FBE Value: **$443.23 or 9.00%**

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

Exhibit 1: Change Order No. 1 to Form of Contract
Exhibit 2: Change Order Proposals
Exhibit 3: Contractor's Performance Report

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3773

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$215,868.00
Previous Adjustments:	$0.00
This Request:	$4,924.75
TOTAL:	$220,792.75

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:

Agenda Item No.: 21-0635 **Meeting Date:** 9/1/2021

500-520-5200-M005: Capital, Real Estate and Asset Management, MEP-2018- $4,924.75

Key Contract Terms	
Start Date: 9/15/2021	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**
9/15/2021

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Tristar America, LLC**

Contract No. **20ITB127421K-JAJ, Demolition Services for the Airway Motel**

Address: **2731 Simpson Circle, N.W.**
City, State **Norcross, GA 30071**

Telephone: **(770) 368-8700**

Facsimile or: **(770) 368-8080**
E-mail address

Contact: **Joe Barillari**
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Tristar America, LLC** to provide/perform Demolition Services the Airway Motel, dated March 9, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for this Change Order is required to make modification to the existing Scope of Work to provide additional services to include equipment and laborers for the removal and disposing of asbestos piping, demolition and removal of an existing billboard and complete foundation, and hiring of an expediter to facilitate the completion of construction demolition debris work for the Airway Motel located at 720 Fulton Industrial Blvd, Atlanta, GA 30336.

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order 1 was approved by the Fulton County Board of Commissioners on **September 15, 2021, BOC Item #21-** .

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the 15th day of September, 2021, between the County and **Tristar America, LLC**, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Furnish all materials, labor, tools and equipment to provide additional services to include but not limited to:

a. Removal and disposing of unforeseen friable asbestos insulated piping approximately 800 LF
b. Demolition and removal of an existing billboard and complete foundation
c. Hiring Expediter to facilitate the process of obtaining demolition permit from City of Atlanta, design and produce drawings for the removal of existing billboard from the Airway Motel site.

Change Order Cost Breakdown:

	Change Oder Description	Cost
1	Excavation, glove bag insulation and disposal of approximately 800 LF of friable asbestos insulated pipe. Equipment and Laborers includes: 1 - Excavator, I – Asbestos supervisor, 1 –Asbestos worker, PPE equipment and disposal w/ waster manifest	$36,100.00
2	Demolition and removal of an existing billboard and complete removal of the foundation. Equipment and Laborers includes: - 1- Excavator for 2 days, 1 –Operator for 2 day, 1 –Excavator w hammer for 2 days, disposal of concrete and small tools	$11,375.00
3	Hiring one (1) Expediter to facilitate the process for obtaining demolition permits from City of Atlanta and the removal of existing billboard from the Airway Motel site. This cost covers the required design, drawings & plans and 10% profit/overhead cost and Bond premium	$7,449.75
	Total Change Order Cost	**$54,924.75**

The Change Order cost of $54,924.75 will be covered mostly by the owner controlled contingency of $50,000.00, which was included as part of the lump sum in the total Base Bid Amount of $215, 868.00 to address unforeseen issues.

The $4,924.75 will help cover the remaining balance of Change Order cost which represents approximately two (2.28%) percent of the original Contract valve of $215,868.00.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$4,924.75** (Four Thousand Nine Hundred and Twenty Four Dollars and Seventy Five Cents).

3. **LIABILITY OF COUNTY:** This Change Order No. 1 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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 1 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:

Joseph N. Davis, Director
Department of Real Estate and Asset Management

CONTRACTOR:

TRISTAR AMERICA, LLC

Joe Barillari,
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**

TRISTAR AMERICA, LLC
2731 SIMPSON CIRCLE, NW
NORCROSS, GEORGIA 30071
TEL: 770-368-8700 / FAX: 770-368-8080
Joe@tristaramerica.net

7/20/21

TO: Douglas Cumming
Fulton County

FROM: Robert Hein
Tristar America, LLC

RE: Airways Hotel – Change Order Request

Dear Doug,

Please accept our change order for the following items

1. Hiring an expediter to facilitate the demo permit for the City of Atlanta.
2. To remove existing billboard from the Airways Hotel

1. Hiring an Expediter
   - Design and produce drawings required to obtain demolition permit - $3200.00
   - To provide assistant to obtain the permit as quick as possible - $1,500.00
   - Tristar management, locating and working with expediter to develop plans 25hrs @$75.00 = $1875.00

   Subtotal = $6,575.00
   Profit/Overhead 10% = $657.50
   Bond Premium 3% = $217.00

   Total Change Order = $7,449.75

Sincerely
Robert Hein

TRISTAR AMERICA, LLC
2731 SIMPSON CIRCLE, NW
NORCROSS, GEORGIA 30071
TEL: 770-368-8700 / FAX: 770-368-8080
Joe@tristaramerica.net

7/30/21

TO: Douglas Cumming
Fulton County

FROM: Robert Hein
Tristar America, LLC

RE: Airways Hotel – Change Order Request – Unforeseen condition, asbestos piping

Dear Doug,

Please accept our proposal for the excavation, glove bag insulation and disposal of approximately 800 LF of friable asbestos insulated pipe. Because asbestos removal with have to completed by workers in full PPE we believe the production will be significantly decreased due to the heat and humidity.

Means & Methods

With the pipe being a depth between 2'-4' excavator will dig down on the sides of the pipe. Excavator will then remove as much of the dirt covering the top of the pipe. Asbestos workers will expose the pipe and glove bag the insulation leaving the pipe and properly disposing of the material.

Price of Work

- Delay due to unforeseen condition for 1 excavator - $3,500.00
- Daily rate of excavator for asbestos insulation removal $200.00 per hour ($1,600 per day) 8 days = $12,800.00
- Operator – asbestos work ($50.00 per hour) 8 hours per day. 8 days = $3,200.00
- 1 asbestos supervisor ($60.00 per hour) 8 hours per day. 8 days = $3,840.00
- 1 asbestos worker ($55.00 per hour) 8 hours per day. 8 days = $3,520.00
- PPE equipment, Tyvek suits, glove bags, tape & glue = $4,000.00
- Disposal with waste manifest = $1,000.00

Subtotal = $31,860.00
Profit/Overhead 10% =$3,186.00
Bond Premium 3% = $1,051.00
Total Change Order Proposal = $36,100.00

TRISTAR AMERICA, LLC
2731 SIMPSON CIRCLE, NW
NORCROSS, GEORGIA 30071
TEL: 770-368-8700 / FAX: 770-368-8080
Joe@tristaramerica.net

Billboard Demolition

The scope of work will include the demolition and removal of an existing billboard and complete removal of the foundation. The price is based on the billboard poles in cased in concrete 2' in diameter and a long of 4'. Any increase in concrete beyond these measurements will increase the cost of removal.

Price for Work

Excavator 2 days 16 hrs. @ $200.00 per hour = $1,600.00
1 operator 2 days 16hrs. @ $45.00 per hour = $720.00
2 labors 2 says 16 hrs. @ $25.00 per hour = $800.00
1 excavator with hammer 2days 16hrs @ 300.00 per hour = $4,800.00
1 operator 2 days 16 hrs. @ $45.00 = $720.00
Disposal of concrete = $900.00
Small tools = $500.00

Subtotal = $10,400.00
Profit/overhead 10% = $1004.00
3% bond premium = $330.00
Total = $11,375.00

Sincerely
Robert Hein

INTEROFFICE MEMORANDUM

FULTON COUNTY

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

FROM: Joseph Davis, Director, DREAM

DATE: August 9, 2021

SUBJECT: Contractor's Performance Report – Tristar America, LLC

The Contractor listed below have not received an evaluation due to the project is still in progress. Once services have been rendered/or project completed, then a complete performance evaluation will be done by the Department representative (Project Manager):

PROJECT: Demolition Services for the Airway Motel

PROJECT NO.: 20ITB127421K-JAJ

CONTRACTOR: Tristar America, LLC
2731 Simpson Circle, N.W.
Norcross, GA 30071

POC: Mr. Robert Hein, Vice President

PHONE: (404) 368-8700

EMAIL: bobby@tristaramerica.net

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/SB/haj

C: Sam Bakare, Construction Manager, DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0636 **Meeting Date:** 9/1/2021

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 4,271 square feet to Fulton County, a political subdivision of the State of Georgia, from MCM Benson Properties, LLC for the purpose of constructing the 875 Mayfield LLC Project at 875 Mayfield Road, Milton, Georgia 30009.

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 875 Mayfield LLC 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 4,271 square feet and is located in Land Lot 1134 of the 2nd District 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system

and the addition of a new medical 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

[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 : 875 MAYFIELD LLC
Tax Parcel Identification No.: 2241611340420
Land Disturbance Permit No.: 21-009WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 13TH day of JULY, 20 21, between MCM Benson Properties, 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) 1133 & 1134 of the District, 2 Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

875 MAYFIELD LLC

Project Name

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

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 13 day of July, 20 21 in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

TAMARA SHIRLEY NOTARY PUBLIC Exp. May 08, 2023 FORSYTH COUNTY, GA

GRANTOR: MCM Grayson Partners LLC
CORPORATE NAME

By:

Print Name:

Title: Owner

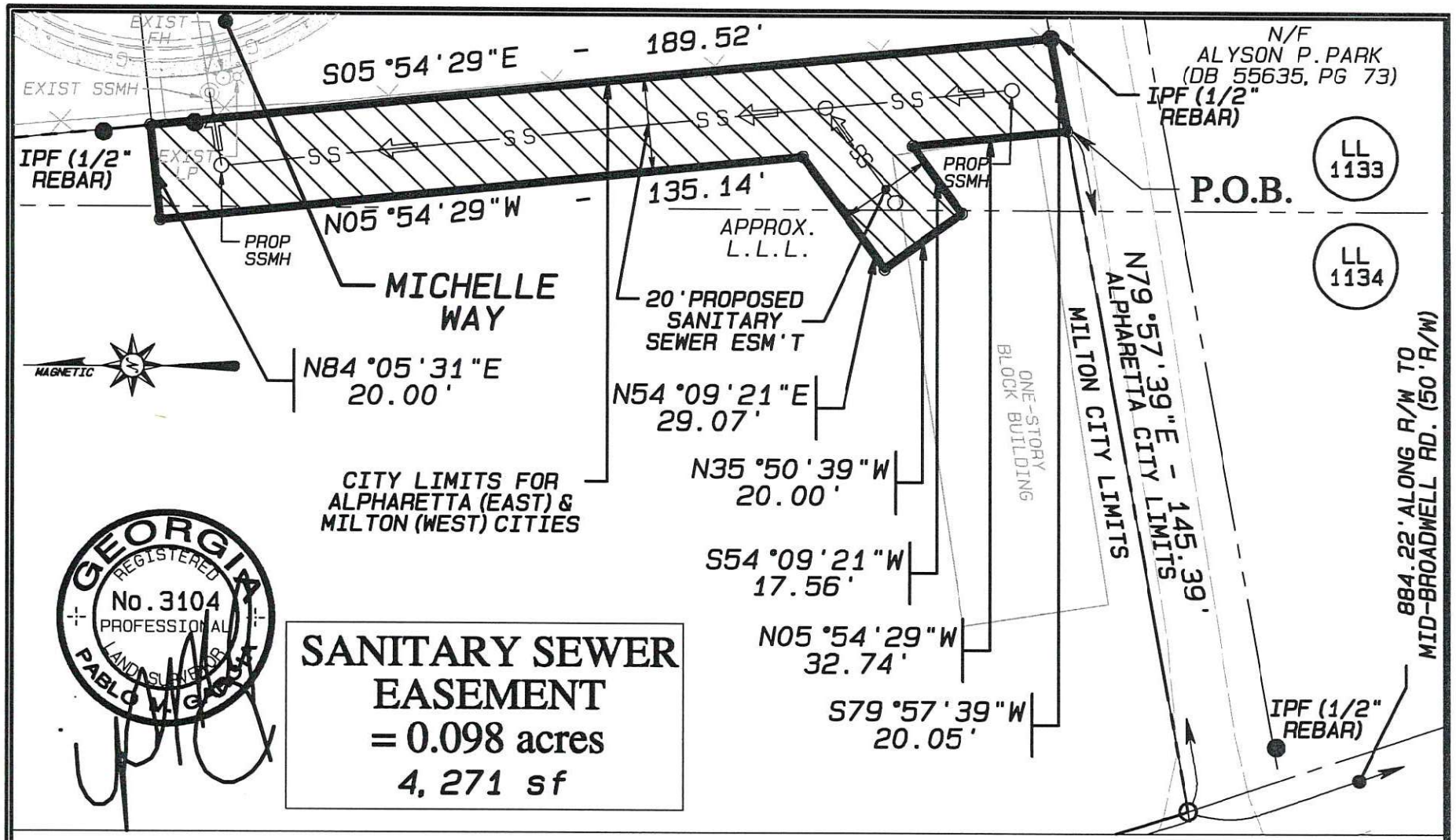
By:

Print Name:

Title:

[CORPORATE SEAL]

EXHIBIT "A"



SANITARY SEWER EASEMENT
= 0.098 acres
4, 271 sf

PROPERTY OWNER:
MCM BENSON PROPERTIES
PROJECT NAME:
875 MAYFIELD RD.
TAX-PARCEL No.: 22 416111340420

PREPARED BY:

URBAN ENGINEERS, INC.
1904 MONROE DRIVE, N.E., SUITE 150
ATLANTA, GEORGIA 30324
PHONE: (404) 873-5874 FAX: (404) 873-5877

DS BS 07/12/2021 Brandon Scott Fulton County Government

EXHIBIT OF SANITARY SEWER EASEMENT FOR:

CITY OF MILTON

LAND LOTS 1133 & 1134;
2nd DISTRICT; 2nd SECTION
CITY OF MILTON
FULTON COUNTY, GEORGIA

SCALE: 1"= 30' DATE: 06/18/21

07/12/2021

DS BS Brandon Scott

Fulton County Government

LEGAL DESCRIPTION
875 MAYFIELD ROAD
SANITARY SEWER EASEMENT
CITY OF MILTON, GA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 1133 and 1134; 2nd District; 2nd Section; City of Milton; Fulton County, Georgia, and being more particularly described as follows:

TO FIND TIIE POINT OF BEGINNING, COMMENCE on a point at the rights-of-way intersection of the northeasterly right-of-way line for Charlotte Drive (right-of-way varies) with the northerly right-of-way line for Mid-Broadwell Road (50-foot right-of-way); THENCE along said northeasterly right-of-way line for Charlotte Drive, in a northwesterly direction, a distance of 884.22 feet to a point at the city limits line common to the City of Milton and the City of Alpharetta. THENCE leaving said right-of-way line for Charlotte Drive along said city limits line North 79 degrees 57 minutes 39 seconds East, a distance of 145.39 feet to a point, said point being the POINT OF BEGINNING. THENCE leaving said city limits line North 05 degrees 54 minutes 29 seconds West, a distance of 32.74 feet to a point; THENCE South 54 degrees 09 minutes 21 seconds West, a distance of 17.56 feet to a point; THENCE North 35 degrees 50 minutes 39 seconds West, a distance of 20.00 feet to a point; THENCE North 54 degrees 09 minutes 21 seconds East, a distance of 29.07 feet to a point; THENCE North 05 degrees 54 minutes 29 seconds West, a distance of 135.14 feet to a point; THENCE North 84 degrees 05 minutes 31 seconds East, a distance of 20.00 feet to a point on the aforementioned city limits line; THENCE along said city limits line South 05 degrees 54 minutes 29 seconds East, a distance of 189.52 feet to a ½-inch rebar found; THENCE along said city limits line South 79 degrees 57 minutes 39 seconds West, a distance of 20.05 feet to an aforementioned point, said point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.098 acres, or 4,271 square-feet, more or less.

EXHIBIT "A"

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0637 **Meeting Date:** 9/1/2021

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 220 square feet to Fulton County, a political subdivision of the State of Georgia, from MCM Benson Properties, LLC, for the purpose of constructing the 875 Mayfield LLC Project at 875 Mayfield Road, Milton, Georgia 30009.

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 875 Mayfield LLC 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 220 square feet and is located Land Lot 1134 of the 2nd District, 2nd Section of Fulton County, Georgia.

Agenda Item No.: 21-0637 **Meeting Date:** 9/1/2021

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

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

[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 : 875 MAYFIELD LLC
Tax Parcel Identification No.: 2241611340420
Land Disturbance Permit No.: 21-009WR
Zoning/Special Use Permit No.: _____
(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 13TH day of JULY, 20 21, between MCM Benson Properties, 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) 1134 of the 2 District, 2 Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

875 MAYFIELD LLC
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

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 20 21 in the presence of:

Witness

Notary Public

TAMARA SHIRLEY NOTARY PUBLIC Exp. May 08, 2023 FORSYTH COUNTY, GA

[NOTARIAL SEAL]

GRANTOR: MCM Berea Properties LLC
CORPORATE NAME

By:

Print Name:

Title: Owner

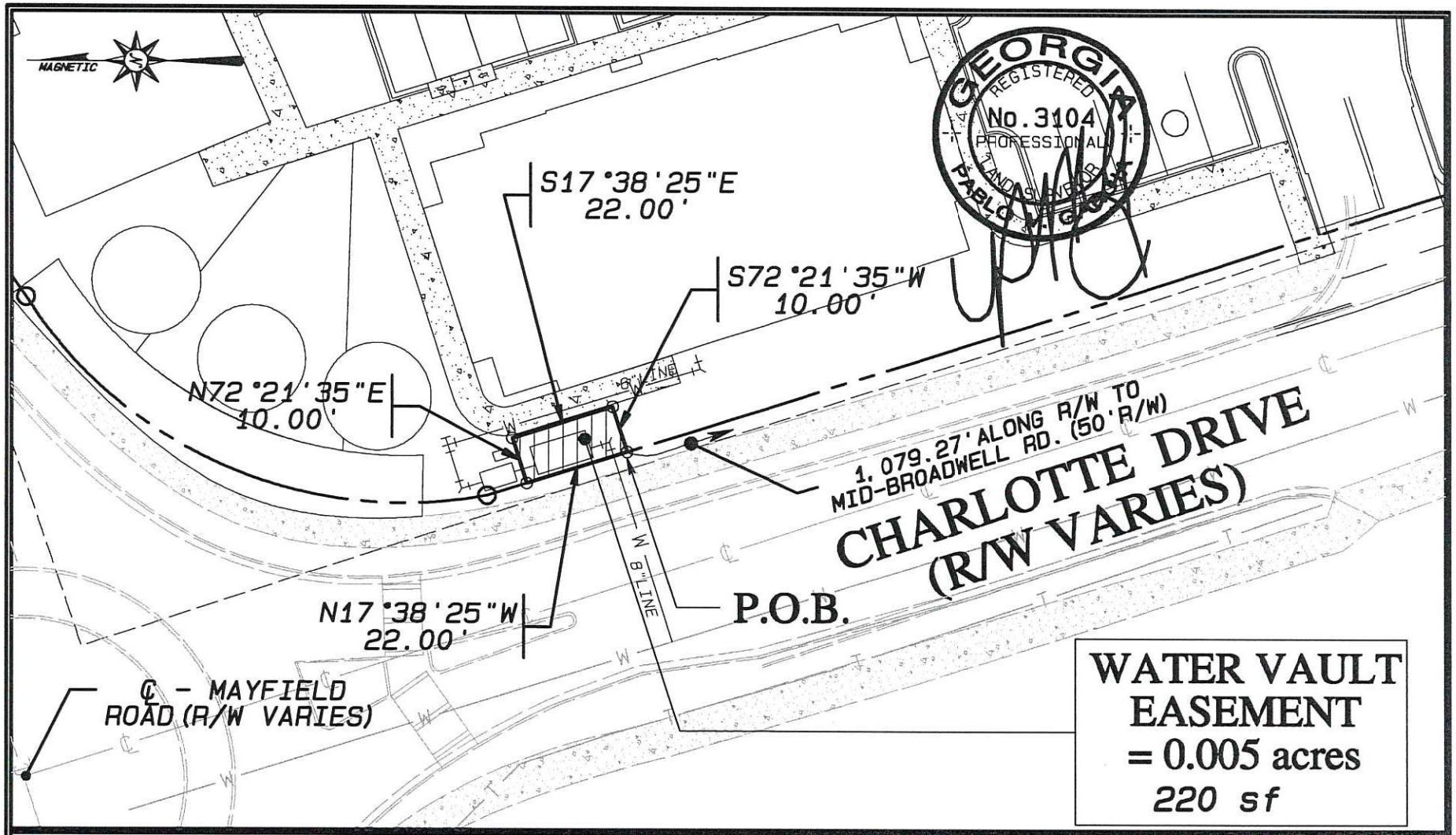
By:

Print Name:

Title:

[CORPORATE SEAL]

EXHIBIT "A"



DS
BS Fulton County Government
Brandon Scott
07/12/2021

PREPARED BY:

URBAN ENGINEERS, INC.

1904 MONROE DRIVE, N.E., SUITE 150
ATLANTA, GEORGIA 30324
PHONE: (404) 873-5874 www.urbanengineers.net

PROPERTY OWNER:
MCM BENSON PROPERTIES
PROJECT NAME:
875 MAYFIELD RD.
TAX-PARCEL No.: 22 416111340420

EXHIBIT OF WATER VAULT EASEMENT
FOR:

CITY OF MILTON

LAND LOT 1134;
2nd DISTRICT; 2nd SECTION
CITY OF MILTON
FULTON COUNTY, GEORGIA

SCALE: 1"= 30' DATE: 06/18/21

DS 07/12/2021
BS Brandon Scott
Fulton County Government

LEGAL DESCRIPTION
875 MAYFIELD ROAD
WATER VAULT EASEMENT
CITY OF MILTON, GA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot 1134; 2nd District; 2nd Section; City of Milton; Fulton County, Georgia, and being more particulalry described as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE on a point at the rights-of-way intersection of the northeasterly right-of-way line for Charlotte Drive (right-of-way varies) with the northerly right-of-way line for Mid-Broadwell Road (50-foot right-of-way); THENCE along said northeasterly right-of-way line for Charlotte Drive, in a northwesterly direction, a distance of 1,079.27 feet to a point, said point being the POINT OF BEGINNING. THENCE North 17 degrees 38 minutes 25 seconds West, a distance of 22.00 feet to a point; THENCE North 72 degrees 21 minutes 35 seconds East, a distance of 10.00 feet to a point; THENCE South 17 degrees 38 minutes 25 seconds East, a distance of 22.00 feet to a point; THENCE South 72 degrees 21 minutes 35 seconds West, a distance of 10.00 feet to an aforementioned point on the northeasterly right-of-way line for Charlotte Drive (right-of-way varies), said point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.005 acres, or 220 square-feet, more or less.

EXHIBIT "A"

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0638 **Meeting Date:** 9/1/2021

Department
District Attorney

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the Fulton County District Attorney's Equitable Sharing Agreement and Certification.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Presentation, Discussion and 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?
No

Summary & Background: On an annual basis, the Department of Justice requires the Office of the Fulton County District Attorney to submit the "Equitable Sharing Agreement and Certification." This Equitable Sharing Agreement and Certification must be signed by the "Governing Body Head" of Fulton County.

Scope of Work: N/A

Community Impact: N/A

Department Recommendation: Accept and Approve the "Equitable Sharing Agreement and Certification."

Project Implications: N/A

Agenda Item No.: 21-0638 **Meeting Date:** 9/1/2021

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: GA060015A
Agency Name: Fulton County District Attorney's Office **Type:** Prosecutor's Office
Mailing Address: 141 Pryor Street Sw, Suite 7001
Atlanta, GA 30303

Agency Finance Contact
Name: New Administration Contact to be Named
Phone: 404-612-4981 **Email:** undetermined@fultoncountyga.gov

Jurisdiction Finance Contact
Name: MCTIER, SABRINNA
Phone: 404-612-7646 **Email:** SABRINNA.MCTIER@FULTONCOUNTYGA.GOV

ESAC Preparer
Name: MCTIER, SABRINNA
Phone: 404-612-7646 **Email:** SABRINNA.MCTIER@FULTONCOUNTYGA.GOV

FY End Date: 12/31/2020 **Agency FY 2021 Budget:** $25,566,643.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$46,375.65	$21,640.14
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$7,084.20
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	$46,375.65	$28,724.34
7	Equitable Sharing Funds Spent (total of lines a - n)	$13,476.59	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$32,899.06	$28,724.34

[1] Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$10,000.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$3,476.59	$0.00
n	Salaries	$0.00	$0.00
	Total	$13,476.59	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Adjustment		$7,084.20

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
Correction of Revenue Recorded on DOJ s/b DOT	$3,476.59	

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Jordan, John
Company: PJC GROUP
Phone: 404-659-3384 **Email:** JJORDAN@PJCGROUP.COM

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES [X] NO [ ]

Prior year Single Audit Number Assigned by Harvester Database: 18780420191

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Willis, Fani
Title: District Attorney
Email: ~~Fani.Willis@fultoncountyga.gov~~ fani.willisdaefultoncountyga.gov

Signature: _____ Date: 4/5/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pitts, Robert
Title: Chair, Board of Commissioners
Email: Robb.Pitts@fultoncountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0639 **Meeting Date:** 9/1/2021

Department
Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request Board of Commissioners approval of the Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding regarding Department of Homeland Security grant funding awarded to the Atlanta-Fulton County Emergency Management Agency - AFCEMA (Grant Years 2018 & 2019).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
OCGA# 36-101 Requires any contract entered into by the county be approved by the board and entered into its official minutes.

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?
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 Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

The Atlanta Region Commission's Metro Atlanta Urban Area Security Initiative Memorandum of Understanding (MOU) with AFCEMA covers three initiatives designed to prevent, protect, respond

and recover from threats of or acts of terrorism.

The first initiative enhances AFCEMA's situational awareness & accountability tool, WebEOC, which aids first responders and first receivers with incident management, coordination, and collaboration activities. This enhancement will provide AFCEMA the capability to communicate with other WebEOC servers, or to third party systems.

The second initiative is on behalf of the active and recognized Department of Homeland Security Citizens Corps programs within Fulton County. At the national level, the mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds. The national Citizen Corps programs are:

Community Emergency Response Team (CERT)
CERT training promotes a partnering effort between emergency services and the people they serve. The goal is for emergency personnel to train members of neighborhoods, community organizations or workplaces in basic response skills. CERT members are then integrated into the emergency response capability for their area.

Medical Reserve Corps (MRC)
MRC Programs coordinates the skills of practicing and retired physicians, nurses and other health professionals as well as other citizens interested in health issues, who are eager to volunteer to address their community's ongoing public health needs and to help their community during largescale emergency situations. They have been integral to our COVID response the last 18 months.

Fire Corps
Fire Corps promotes the use of citizen advocates (volunteers) to support and augment the capacity of resource-constrained fire and emergency service departments at all levels: volunteer, combination, and career.

Volunteers in Police Services (VIPS)
VIPS Program provides support and resources for agencies interested in developing or enhancing a volunteer program and for citizens who wish to volunteer their time and skills with a law enforcement agency. The program's ultimate goal is to enhance the capacity of state and local law enforcement to utilize volunteers.

National Neighborhood Watch Program (formerly USAonWatch)
The National Neighborhood Watch was begun in 1972 with funding in part by the National Sheriffs' Association, through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The program knows that our nation is built on the strength of our citizens. Every day, our citizens encounter situations calling upon us to be the eyes and ears of law enforcement. Not only does neighborhood watch allow citizens to help in the fight against crime, it is also an opportunity for communities to bond through service. The Neighborhood Watch Program draws upon the compassion of average citizens, asking them to lend their neighbors a hand. The National Neighborhood Watch Program (formerly USAonWatch) is the portal for training to assist law enforcement agencies and their communities, technical assistance, resource documents, watch

stories, networking, and assistance to the field.

The third initiative is for the maintenance on the ISSI between each local radio system to maintain interoperability.

These programs/organizations will not receive any direct funds since the Metro Atlanta UASI will be providing the requested equipment, supplies and resources.

This is the eighth time that the Atlanta-Fulton county Emergency Management Agency has presented this grant award to the BOC for approval.

Scope of Work: The total funds covered via this MOU is, $201,273.97

Community Impact: The mission of Citizen Corps is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

Department Recommendation: The Atlanta-Fulton County Emergency Management Agency recommends approval of the MOU.

Project Implications: No future implications are anticipated in terms of potential changes in budget, service provision, or County policy/operations.

Community Issues/Concerns: No particular issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns: The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

ATLANTA UASI
ATLANTA REGIONAL COMMISSION
Homeland Security & Recovery Group

December 7, 2020

Matthew Kallmyer, Director
Atlanta Fulton County Emergency Management Agency
130 Peachtree Street SW Ste G517
Atlanta, GA 30303

Dear Director Kallmyer,

We are pleased to inform you that your department has been awarded funds from the Urban Area Security Initiative (UASI) Program in the amount of **$201,273.97** for sustain the following program areas:

- Citizen Corps Program for GY2018, valued at an estimated $25,685.27;
- Interoperability Program for GY2018, valued at an estimated $5,786.32;
- WebEOC Program for GY2018, valued at an estimated $66,219.50;
- Citizen Corps Program for GY2019, valued at an estimated $30,203.02;
- Interoperability Program for GY2019, valued at an estimated $5,954.86; and
- WebEOC Program for GY2019, valued at an estimated $67,425.00.

Given the current Covid-19 pandemic and the requirement to practice social distancing, we request you accept the attached electronic signatures. These funds are subject to the execution of the appropriate documents and reporting requirements. Please sign pages 8 (two copies), and 9 (Exhibit C) and have the appropriate officials execute page 8 and return these documents via email to us at fjackson@atlantaregional.org.

Thank you for your commitment and support of this program. Should you have any questions, please contact me at 404-567-0351 or gmason@atlantaregional.org.

Sincerely,

Gregory R. Mason
Gregory R. Mason
Atlanta UASI, Program Adminstrator

CC: James Milsap

Memorandum of Understanding
between
Atlanta Regional Commission
and
Fulton County

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2020 by and between the Atlanta Regional Commission ("ARC"), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as "ARC" and Fulton County a political subdivision or agency of the state of Georgia (the "Recipient") with a principal place of business located at 141 Pryor Street SW, Suite 10076, Atlanta, GA 30303.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative ("UASI") has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security ("DHS") and Georgia Emergency Management and Homeland Security Agency ("GEMHSA"); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from the Grant Years 2018 (GY18) and 2019 (GY19) Homeland Security Grant Programs ("HSGP") administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a Group within ARC (known as the Homeland Security and Recovery Group) ("HSRG"); and

WHEREAS, Recipient has requested **$25,685.27** from GY'18 funds for Citizen Corps; and

WHEREAS, Recipient has requested **$66,219.50** from GY'18 funds for WebEOC; and

WHEREAS, Recipient has requested **$5,786.32** from GY'18 funds for Interoperability; and

WHEREAS, Recipient has requested **$30,203.02** from GY'19 funds for Citizen Corps; and

WHEREAS, Recipient has requested **$67,425** 00 from GY'19 funds for WebEOC; and

WHEREAS, Recipient has requested **$5,954.86** from GY'19 funds for Interoperability; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same;

NOW, THEREFORE, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at: http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Years 2018 and 2019 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at: https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf https://www.fema.gov/media-library-data/1555008457012-a393ddb75952f22ab0be5408c7fc1185/FY_2019_HSGP_NOFO_FINAL_508.pdf

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2018 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2018 (a copy of which is available for inspection at ARC's office).
2019 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2019 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the "Project") which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC's direction. Recipient's failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).

4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements "Audits (specifically including 2 CFR Part 200, Subpart F)" Financial Regulations and Guides, National Initiatives, and Special Conditions.

5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor's or subcontractor's new employee's work eligibility through a federal work authorization program. Further, the parties agree to

comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.

6. **Procedures for Handling Critical Infrastructure Information ("PHCII").** Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information ("CII") that enjoys protection under the Critical Infrastructure Information Act of 2002 ("CII Act"). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information ("PHCII") (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information ("PCII") are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any "PCII" markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.

7. **Inventory.** Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. The Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. For the purpose of this Agreement, "Confidential Information" shall mean all information received by Recipient from ARC, unless otherwise explicitly marked or designated. Failure to mark Confidential Information as "Confidential" shall not be deemed to operate as a waiver of any rights hereunder. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period,

the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.
The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or
Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice**. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. ARC:
Gregory R. Mason, Group Manager
Homeland Security and Recovery Group
Atlanta Regional Commission
International Tower
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 470-378-1662
GMason@atlantaregional.org

b. Recipient:
Matthew Kallmyer, Director
Atlanta-Fulton Emergency Mngmt Agency
130 Peachtree Street SW, Ste G517
Atlanta, GA 30303
Office: 404-612-5660
matthew.kallmyer@afcema.com

Notices are effective upon receipt by a party.

10. **Termination**:

a. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment**: This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.

12. **Assignment**. Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.

13. **Legal Responsibility**. Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.

14. **Disputes**. Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

15. **No Third Party Beneficiary**. Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. **Mutual Negotiations**. The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.

17. **No Waiver**. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party

accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

18. **Entire Agreement**. The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.

19. **Effective Date**. The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.

20. **Time of the Essence**. Recipient acknowledges that time is of the essence for its obligations under this Agreement.

21. **Severability**. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

22. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.

23. **Force Majeure**. If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

24. **Paragraph Headings**. The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

25. **Counterparts**. This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

26. **Authority to Execute This Agreement**. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ARC

By: Gregory R. Mason Date: 12.07.2020
Title: Manager, Homeland Security and Recovery Group, Gregory R. Mason

By: _____ Date: _____
Title: Executive Director, Douglas R. Hooker

By: _____ Date: _____
Title: Chairman, W. Kerry Armstrong

Fulton County

By: _____ Date: _____
Title: Robert L. Pitts, Chairman Fulton County Board of Commissioners

By: _____ Date: _____
Title: Tanya Grier, Fulton County Clerk to the Commissioners

By: _____ Date: _____
Title: Kaye Woodard-Burwell, Interim Fulton County Attorney

Approved as to Substance

By: _____ Date: 2/6/21
Title: Director, Atlanta-Fulton County Emergency Management Agency, Matthew Kallmyer

By: _____ Date: 1/28/21
Title: Interim Director, Fulton County Emergency Services, Chris Sweigart

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- ☑ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☑ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☑ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☑ Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- ☑ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☑ Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- ☑ Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- ☑ Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - ☑ Complete IS-700 NIMS: An Introduction
  - ☑ Complete IS-800 NRP: An Introduction
  - ☑ Complete ICS 100 and ICS 200 Training
  - ☑ Complete ICS 300 Training
- ☑ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☑ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- ☑ Incorporate corrective actions into preparedness and response plans and procedures.
- ☑ Inventory community response assets to conform to homeland security resource typing standards.
- ☑ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- ☑ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- ☑ Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.

Authorized Signature: _____ **Date:** 1/27/21 **Agency:** Atlanta-Fulton County Emergency Management Agency

Exhibit D Citizen Corps Equipment Detail
GY2018

Program	AFCEMA	Sandy Springs Fire Corps	Fulton County MRC	Alpharetta CERT	Union City CERT
Estimated Cost	$ 15,002.51	$ 3,124.61	$ 1,527.44	$ 4,493.99	$ 1,536.72
				TOTAL:	$25,685.27

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
AGENCY/DEPARTMENT Atlanta Fulton County Emergency Management Agency	COUNTY: Fulton		
Contact at Agency: Cat Hofmann	Phone Number: 404-612-5615	E-MAIL: cat.hofmann@afcema.com	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	ICS Sequential LED Road Flare - Rechargeable by Pi-Lit (set of 10) Housing color = Orange and LED Color = Orange/Red	4	$ 675.00	$ 2,700.00
1	21GN-00CCEQ	Cool Draft M1-360 Power Misting Fan	3	$ 838.88	$ 2,516.64
1	21GN-00CCEQ	CMC Stainless Steel Rescue Litter	2	$ 990.00	$ 1,980.00
1	21GN-00CCEQ	Custom Quick Shelter Canopy, Custom Graphics	4	$ 850.00	$ 3,400.00
1	21GN-00CCEQ	Half Wall for Quick Shelter, Custom Graphics	4	$ 140.00	$ 560.00
1	21GN-00CCEQ	Wall for Quick Shelter, White	4	$ 60.00	$ 240.00
1	21GN-00CCEQ	Welch Allyn® Tycos® DS66 Trigger Aneroid Kit, Gold Series, Multi-cuff	2	$ 324.99	$ 649.98
1	21GN-00CCEQ	North American Rescue (NAR) Public Access Bleeding Control (PABC) STATIONS - 8-PACK NYLON	2	$ 720.99	$ 1,441.98
1	21GN-00CCEQ	North American Rescue (NAR) MEDEVAC LITTER (black)	1	$ 449.99	$ 449.99
1	21GN-00CCEQ	First Responder Vehicle Kit	4	$ 265.98	$ 1,063.92
				TOTAL:	15,002.51

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
AGENCY/DEPARTMENT Sandy Springs Fire Corps	COUNTY: Fulton		
Contact at Agency: Reginald McClendon	Phone Number: 770-362-5997	E-MAIL: rmcclendon@sandysprings.gov	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1,2,3	01SP-02-GLOV	PIP 34-874 MaxiFlex Ultimate Seamless Knit Nylon/Lycra Gloves - Nitrile	200	$ 3.99	$ 798.00
1,2,3	01AR-05-COMB	Microflex Gloves, Supreno EC Powder Free, Blue S,M,L,XL	101	$ 13.00	$ 1,313.00
1,2,3	01AR-05-COMB	3m Half Mask Respirator Kit, 5000 Series, S	10	$ 25.99	$ 259.90
1,2,3	01AR-05-COMB	3m Half Mask Respirator Kit, 5000 Series, M	15	$ 25.99	$ 389.85
1,2,3	01AR-05-COMB	3m Half Mask Respirator Kit, 5000 Series, L	14	$ 25.99	$ 363.86
				TOTAL:	3,124.61

Exhibit D Citizen Corps Equipment Detail
GY2018 (continued)

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
MUNICIPALITY/PROGRAM NAME: City of Alpharetta CERT Program	COUNTY: Fulton		
Contact at Agency: Andy Wheeler	Phone Number: 678-436-6300	E-MAIL: awheeler@alpharetta.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
2	01ZA-06-VEST	HI-VIZ JACKETS - Bomber Jacket Design, various sizes	20	$ 34.99	$ 699.80
1	19GN-00-BGPK	ProPac CERT Kit Pro2	20	$ 47.04	$ 940.80
2	04AP-05CDSS	ICS VESTS	1	$ 617.40	$ 617.40
1	21GN-00CCEQ	HEAD LAMP	40	$ 20.00	$ 800.00
1	21GN-00CCEQ	LAPTOP	1	$ 399.99	$ 399.99
1	21GN-00CCEQ	CERT TABLE COVER	1	$ 168.00	$ 168.00
1	21GN-00CCEQ	Quick Shelter Canopy with CERT Graphics	1	$ 632.80	$ 632.80
1	21GN-00CCEQ	Pro pac Tri-Pac Medical Kit	1	$ 168.00	$ 168.00
1	21GN-00CCEQ	POUCH WITH CERT LOGO	40	$ 1.68	$ 67.20
				TOTAL:	4,493.99

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
MUNICIPALITY/PROGRAM NAME: Fulton County Medical Reserve Corps	COUNTY: Fulton		
CONTACT NAME: Sarah Khorramzadeh	Phone Number: 404-613-3535	E-MAIL: sarah.khorramzadeh@fultoncountyga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	Folding Table	2	$ 89.99	$ 179.98
1	21GN-00CCEQ	Folding Chairs	4	$ 82.79	$ 331.16
1	21GN-00CCEQ	Traffic Cones	8	$ 38.00	$ 304.00
1	21GN-00CCEQ	Surgical Mask	5	$ 25.00	$ 125.00
1	21GN-00CCEQ	Nitrile, Disposable Gloves M	5	$ 36.26	$ 181.30
1	21GN-00CCEQ	Nitrile, Disposable Gloves M	5	$ 36.26	$ 181.30
1	21GN-00CCEQ	Hand Sanitizer 12oz pump bottle, gel	2	112	224.70
				TOTAL:	1,527.44

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
MUNICIPALITY/PROGRAM NAME: Union City Fire Department CERT Program	COUNTY: Fulton		
CONTACT NAME: Sgt. Anthony P. McCalla, Jr.	Phone Number: 404-427-4153	E-MAIL: apmccalla@itsmarta.com	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	Quick Shelter Company with CERT Graphics (S1310)	1	$ 632.80	$ 632.80
1	21GN-00CCEQ	Half Wall for Quick Shelter, Custom Graphics (S1500-custom)	1	$ 140.00	$ 140.00
1	21GN-00CCEQ	Wall for Quick Shelter, Green (S1011-green)	1	$ 60.00	$ 60.00
1	21GN-00CCEQ	Heavy Duty Fold-in-Half table (BMFIH30721)	4	$ 101.99	$ 407.96
1	21GN-00CCEQ	Metal Folding Chair 4pk (4BDF002GY)	4	$ 73.99	$ 295.96
				TOTAL:	1,536.72

Exhibit D Citizen Corps Equipment Detail
GY2019

AFCEMA GY2019

Program	AFCEMA	Union City CERT an Fire Corps	Sandy Springs Fire Corps	Fulton County MRC
Estimated Cost	$ 5,614.11	$ 3,014.17	$ 18,322.75	$ 3,251.99
			TOTAL:	$30,203.02

			MOU NUMBER: UASI0048	GAN NUMBER: EMW-2019-SS-00072
AGENCY/DEPARTMENT Atlanta Fulton County Emergency Management Agency	COUNTY: Fulton			
Contact at Agency: Cat Hofmann	Phone Number: 404-612-5615		E-MAIL: cat.hofmann@afcema.com	
What type of project is this? Building New Capability	Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)				

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	Hemorrhage Control Training Kit – Combat Gauze	2	$ 499.99	$ 999.98
1	21GN-00CCEQ	Combat Application Tornquet (C-A-T) Combat Application Tornquet (C-A-T) - Trainer Blue	20	$ 29.99	$ 599.80
1	21GN-00CCEQ	Combat Gauze Trainer	20	$ 10.35	$ 207.00
1	21GN-00CCEQ	ADC Adscope 655 Vistascope Stethoscope	2	$ 76.85	$ 153.70
1	21GN-00CCEQ	ADC Advantage™ Ultra Automatic Digital Blood Pressure Monitor, Model 6023	1	$ 95.80	$ 95.80
1	21GN-00CCEQ	Cool Draft M1-360 Power Misting Fan	1	$ 838.88	$ 838.88
1	21GN-00CCEQ	VizCon 28" Quick Deploy Spring Cone (Q6N60-28R --- 6 Spring Cone Set w/ tote - 3 lb. Cones)	6	$ 212.00	$ 1,272.00
1	21GN-00CCEQ	Canon image Class LBP622Cdw Wireless Color Laser Printer, 3104C005	2	$ 279.99	$ 559.98
1	21GN-00CCEQ	EMS Rapid Deployment Kit	1	$ 399.99	$ 399.99
1	21GN-00CCEQ	Logitech Zone Wired	3	$ 129.00	$ 387.00
1	21GN-00CCEQ	Ex-Trap Strap	2	$ 49.99	$ 99.98
				TOTAL:	5,614.11

			MOU NUMBER: UASI0048	GAN NUMBER: EMW-2019-SS-00072-S01
MUNICIPALITY/PROGRAM NAME: Sandy Springs Fire Corps Program	COUNTY: Fulton			
CONTACT NAME: Reginald McClendon	Phone Number: 770-362-5997		E-MAIL: rmcclendon@sandyspringsga.gov	
What type of project is this? Building New Capability	Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)				

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	12TR-00-TEOP	2021 COVERED WAGON 8 X 18 WITH RAMP DOOR - Trailer, Equipment	1	$ 16,000.00	$ 16,000.00
1	08D2-03-TDEW	FireWipes Industrial Strength Dermal Wipe	60	$ 19.00	$ 1,140.00
1	19MH-00-CPAC	Zico Breathing Apparatus Carrier, Wire Frame	1	$ 140.00	$ 140.00
1	01EM-01-EFPS	Checkmate® 2 Anti-Fog, Scratch-Resistant Safety Glasses , Clear Lens Color	215	$ 4.85	$ 1,042.75
				TOTAL:	18,322.75

Exhibit D Citizen Corps Equipment Detail
GY2019 (continued)

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2019-SS-00072-S01
AGENCY/DEPARTMENT Union City CERT_Fire Corps	COUNTY: Fulton		
Contact at Agency: Dennis Moore	Phone Number: 404-886-5484	E-MAIL: dmoore@unioncityga.org	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM		COST EACH	TOTAL COST
1	21GN-00CCEQ	Cooler, 48 Quart Ice Chest (D6802)	1	$ 30.30	$ 30.30
1	21GN-00CCEQ	Outdoor Extension Cord, 50ft (D9010)	1	$ 80.00	$ 80.00
1	21GN-00CCEQ	ProPac CERT Kit Pro3 (K20113-5pt breakaway neon-small red)	10	$ 78.34	$ 783.40
1	21GN-00CCEQ	Lenovo IdeaPad3 Notebook (81WC0003US)	1	$ 399.99	$ 399.99
	21GN-00CCEQ	Laptop Case (VNC-218BLACK)	1	$ 34.79	$ 34.79
1	21GN-00CCEQ	Elite Screens Tripod Projector Screen (1606785)	1	$ 213.19	$ 213.19
1	21GN-00CCEQ	Streamlight Portable LED Scene Light (D5142)	1	$ 727.50	$ 727.50
1	21GN-00CCEQ	Rayovac Industrial Grade LED Flashlight (D5002)	20	$ 20.00	$ 400.00
1	21GN-00CCEQ	Gateway Safety Glasses (21GB79)	15	$ 7.00	$ 105.00
1	21GN-00CCEQ	Portwest Frisco Contrast Vest Yellow (US381-YEL-L)	5	$ 12.00	$ 60.00
1	21GN-00CCEQ	Portwest Frisco Contrast Vest Yellow (US381-YEL-XL)	10	$ 12.00	$ 120.00
1	21GN-00CCEQ	Portwest Frisco Contrast Vest Yellow (US381-YEL-2XL)	5	$ 12.00	$ 60.00
				TOTAL:	3,014.17

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2019-SS-00072-S01
MUNICIPALITY/PROGRAM NAME: Fulton County Medical Reserve Corps	COUNTY: Fulton		
Contact at Agency: Sarah Khorrazadeh	Phone Number: 404-613-3535	E-MAIL: sarah.khorramzadeh@fultoncountyga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability X			
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)			

COST ESTIMATE

PROGRAM NUMBER:	AEL REFERENCE NUMBER: click here for list	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	ID Card Badge Slotted Hole Punch	1	$ 26.95	$ 26.95
1	21GN-00CCEQ	Printer Paper	3	$ 59.07	$ 177.21
1	21GN-00CCEQ	ID Badge Holder	10	$ 5.69	$ 56.90
1	21GN-00CCEQ	MRC Safety Vest	10	$ 16.24	$ 162.40
1	21GN-00CCEQ	Folding Chairs	4	$ 82.79	$ 331.16
1	21GN-00CCEQ	Surgical Mask	5	$ 25.00	$ 125.00
1	21GN-00CCEQ	Nitrile, Disposable Gloves, M	5	$ 36.26	$ 181.30
1	21GN-00CCEQ	Nitrile, Disposable Gloves, L	5	$ 36.26	$ 181.30
1	21GN-00CCEQ	Folding Table	2	$ 89.99	$ 179.98
1	21GN-00CCEQ	Folding Chairs	6	$ 82.79	$ 496.74
1	21GN-00CCEQ	Traffic Cones	9	$ 38.00	$ 342.00
1	21GN-00CCEQ	Hand Sanitizer, 12 oz, Pump Bottle, Gel	3	$ 112.35	$ 337.05
1	21GN-00CCEQ	White Heavy Duty Shelter	1	$ 654.00	$ 654.00
				TOTAL:	3,251.99

Exhibit D Interoperability Maintenance
GY2018 & GY2019

UASI will continue to maintain the microwave network and the ISSI connection while grant funds are available to support it. Should funding be discontinued, the county will have to support the maintenance of the ISSI connection and/or dispose of the equipment as authorized in the MOU.

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2018-SS-00067-S01
APPLICANT (AGENCY/DEPARTMENT) Fulton County	COUNTY Fulton		
Contact at Agency: Chris Sweigart	Phone Number: 404-612-7904		email: chris.sweigart@fultoncountyga.gov
What type of project is this?	Building New Capability	Sustaining Existing Capability	X

COST ESTIMATE

Equipment Description (list items)	QUANTITY	ESTIMATED COST EACH ($)	ESTIMATED TOTAL COST ($)
Motorola Maintenance Agreement - ISSI Equipment	1	$ 5,786.32	$ 5,786.32
		TOTAL:	$5,786.32

		MOU NUMBER: UASI0048	GAN NUMBER: EMW-2019-SS-00072-S01
APPLICANT (AGENCY/DEPARTMENT) Fulton County	COUNTY Fulton		
Contact at Agency:Chris Sweigart	Phone Number: 404-612-7904		email: chris.sweigart@fultoncountyga.gov
What type of project is this?	Building New Capability	Sustaining Existing Capability	X

COST ESTIMATE

Equipment Description (list items)	QUANTITY	ESTIMATED COST EACH ($)	ESTIMATED TOTAL COST ($)
Motorola Maintenance Agreement - ISSI Equipment	1	$ 5,954.86	$ 5,954.86
		TOTAL:	$5,954.86

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0642 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates

Proclamation recognizing “GMA President Mayor Vince Williams Appreciation Day.” **(Hausmann/BOC)**

Proclamation recognizing “Black Business Month.” **(Pitts)**

Proclamation recognizing “National Recovery Month.” **(Ellis)**

Proclamation recognizing “Mays High School 40th Anniversary Appreciation Day.” **(Abdur-Rahman)**

The National Black Arts Festival presentation to the Board of Commissioners.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0644 **Meeting Date:** 9/1/2021

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
2021Z -0003 SFC, 4090 Martin Luther King Jr. Drive (SR 139)

Public Works Dept. Recommendation: Approval Conditional
CZB Recommendation: Approval Conditional
CLUP: Consistent

Application by Bhupendra M. Patel and Radha B. Patel seeking a rezoning from M-2 (Heavy Industrial) to C-1 (Commercial) to develop a 2,928 square foot restaurant with a drive-through window.

The subject 0.605-acre site has 124.94 feet of frontage along the southwest side of Martin Luther King Jr. Drive. The site is in Land Lot 23, District 14F, Fulton County, Georgia.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Article 28 of the Fulton County Zoning Resolution and the Georgia Zoning Procedures Law require the Board of Commissioners to hold a public hearing and take action on land use petitions before them for consideration.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☒

Is this a purchasing item?
No

Agenda Item No.: 21-0644 **Meeting Date:** 9/1/2021

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: This action will rezone the property at 4090 Martin Luther King Jr. to accommodate a fast food restaurant.

The applicant plans on reusing and modifying the existing building to house a new unnamed restaurant. Although the site has served as a restaurant since 1969, the property is currently zoned for industrial use. Therefore, the property needs to be rezoned to a commercial use to allow for the rehabilitation of the current building to be permitted. The applicant plans on keeping the footprint of the existing structure, while modernizing the interior.

Community Impact: A vacant building will be occupied and additional landscaping will visually improve the area.

Department Recommendation: Approval with Conditions

Project Implications: None

Community Issues/Concerns: None have been presented to Public Works staff or were voiced during the Community Zoning Board meeting on August 17th.

Department Issues/Concerns: Public Works does not have any concerns with the rezoning as long as the conditions are met.

History of BOC Agenda Item: (Has this item previously been before the BOC?) This will be the first time this item is before the Board of consideration.

PROPOSED ZONING	C-1 (COMMERCIAL) - 4,839.7 SQUARE FEET PER ACRE
PROPOSED USE	RESTAURANT 2,928 SQUARE FEET
EXISTING ZONING	M-2 (INDUSTRIAL)
EXISTING USE	VACANT BUILDING
LAND USE MAP	INDUSTRIAL MARKETPLACE
LOCATION	4090 MARTIN LUTHER KING JR. DRIVE (SR 139) (SOUTHWEST SIDE): 124.94 FEET OF FRONTAGE PARCEL SIZE 0.605 ACRES LL 23, DISTRICT 14F COMMISSION DISTRICT 6 FULTON INDUSTRIAL BUSINESS DISTRICT OVERLAY DISTRICT SEWER BY PUBLIC SEWER
OWNER	BHUPENDRA M. PATEL, RADHA B. PATEL
PETITIONER	BHUPENDRA M. PATEL, RADHA B. PATEL
REPRESENTATIVE	RUPESH PATEL

APPLICANT'S INTENT

To use the existing 2,928 square foot building with a drive through window for a restaurant. The building, while previously used for a fast-food restaurant, has been vacant for some time. Prior to April 2007, the

Fulton County Zoning Resolution allowed commercial uses to operate within the M-2 (Industrial) zoning classification. On April 4, 2007, the Board of Commissioners amended the Use Regulations for industrial districts prohibiting commercial uses and requiring developments within M-1 and M-2 zoning classifications to be of an industrial/warehouse nature.

Department of Public Works
Planning and Development Division
Staff Recommendation

APPROVAL CONDITIONAL: 2021Z-0003 SFC

Community Zoning Board Recommendation
August 17, 2021

APPROVAL CONDITIONAL: 2021Z -0003 SFC

SUBJECT SITE AND SURROUNDING AREA:

SUBJECT SITE: The subject site is zoned M-2 (Industrial) and is currently developed with a vacant building with drive through window and parking lot.

NEARBY AND ADJACENT PROPERTIES/ZONINGS: NON-RESIDENTIAL

** **Northwest** - (Southwest side of Martin Luther King Jr. Drive (SR 139)) - Use: Operative Plasterers and Cement Mason's Union Building (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further Northwest** - (Southwest side of Martin Luther King Jr. Drive (SR 139)) - Use: U-Stor Self Storage (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Southeast** - Use: Airport Package Store (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further Southeast –** Use: Convenience Store (Existing)
Petition: 2021Z-003 SFC
Zone: C-2 (Commercial)

** **South** - Use: Vacant
Petition: None
Zone: M-2 (Heavy Industrial)

** **South** - Use: Industrial Building
Petition: None
Zone: M-2 (Heavy Industrial)

** **Northeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: Quality Inn and Suites (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Northeast** - (East side of Fulton Industrial Boulevard (SR 70) - Use: Undeveloped
Petition: None
Zone: M-2 (Heavy Industrial)

** **Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: Wendy's (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: Love Shack (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: Fleet Pride (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: Budgetel (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Further Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) - Use: GK Granite LLC (Existing)
Petition: None
Zone: M-2 (Heavy Industrial)

** **Southeast** - Use: Convenience store with gas pumps (Existing)
Petition: 2019Z-0001 SFC
Zone: C-2 (Commercial)

** **Southwest** - Use: UHaul Self Storage (Existing)
Petition: 2018Z-0002 SFC
Zone: C-2 (Commercial)

** **Southeast** - Use: Boston Fish Supreme (Existing)
Petition: 2011Z -0008
Zone: C-1 (Commercial)
Density: Restaurant with drive thru in existing structure

** **Southeast** - Use: Vacant Structure (formerly New York Video)
Petition: None
Zone: M-2 (Heavy Industrial)

** There are no **RESIDENTIAL ZONINGS** in the immediate area.

** **MISCELLANEOUS USES AND ZONINGS IN THE AREA:**

** **North** - Use: Fulton County Airport, Brown Field and the Fulton County Aviation Community Cultural Center

** **Further East and Further North** - City of Atlanta

** **Further South of I-20 –** City of South Fulton

** There have been no **RECENT DENIALS** in the immediate area.

SITE PLAN ANALYSIS:

The applicant proposes to lease the existing building, which was previously housed a fast-food restaurant, for a restaurant use. While the existing parking lot will remain, the applicant's site plan calls for removal of pavement to provide for additional landscaping. Based on the applicant's site plan submitted to the Public Works Department on June 28, 2021, Staff offers the following considerations:

LAND USE AND DENSITY

The property is currently developed with a 2,928 square foot building, drive through window and parking lot at a density of 4,839.7 square feet per acre. As noted on the cover sheet of this report, prior to April 2007, the Fulton County Zoning Resolution allowed commercial uses to operate in an M-2 (Heavy Industrial) zoning classification. On April 4, 2007, the Board of Commissioners amended the Use Regulations for industrial districts requiring developments in the industrial zoning classifications to be of an industrial/warehouse nature. Thus, restaurant uses on the property are prohibited and to have a restaurant use, rezoning to a commercial zoning district is required.

The 2035 Comprehensive Land Use Map suggests Industrial Marketplace for the area along Fulton Industrial Boulevard (SR 70) between Martin Luther King Jr. Drive and Patton Drive. The intent of the Industrial Marketplace land use category is to encourage redevelopment of the Fulton Industrial District near the I-20 interchange by promoting retail uses which serve the commercial and retail needs of the people who work in the industrial area. The Industrial Marketplace designation on Fulton Industrial Boulevard is consistent with the Fulton Industrial Boulevard Redevelopment Framework which was adopted by the Board of Commissioners in August 2010.

Pursuant to this rezoning, the applicant is seeking to use the existing building for a restaurant, which will serve the retail needs of the area. In staff's opinion this use is consistent with the intent of the Comprehensive plan and the Fulton Industrial Boulevard Redevelopment Plan. Furthermore, the applicant's proposed density is consistent with existing and proposed development in the surrounding area.

The Recommended Conditions, which restrict the use to a restaurant with a drive through window, will ensure the development is in harmony with the comprehensive and master plans for the surrounding industrial area. In that regard, staff also recommends commercial amusements including video, which are sometimes located in restaurants, be prohibited.

Given all the above considerations, staff is of the opinion that the applicant's proposed development of the site with the recommended conditions is consistent with the Comprehensive Plan and the Fulton Industrial District Redevelopment Plan.

BUILDING SETBACKS

Article 9.2.3 requires minimum building setbacks as follows:

40-foot front yard setback along Martin Luther King Jr. Drive

The existing building complies with the required setbacks.

LANDSCAPE STRIPS AND BUFFERS

Plans for the Fulton Industrial area call for enhancing landscaping within parking areas and particularly along street frontages. The site plan calls for the removal of several parking spaces to accommodate the 10-foot landscape strip along Martin Luther King Jr. Drive. Additionally, the site plan shows the addition of landscape islands within the parking area. This additional landscaping will serve to enhance the site and will contribute to the implementation of beautification plans for the area.

PARKING

Article 18.2.1 requires 10 spaces per 1,000 square of building area for the restaurant use. The site plan indicates that parking requirements can be met and that there is adequate room to provide for new landscape islands within the parking areas and along the street frontage.

ENVIRONMENT

The Environmental Site Analysis Report (ESA) satisfies the requirement of the Fulton County Zoning Resolution. The site does not contain streams, flood plain, wetlands, steep slopes, historical sites or sensitive plants and animal species.

OTHER CONSIDERATIONS

While there are several existing posts and sign frames onsite, these structures do not meet the standards of the Zoning Resolution and must be removed prior to opening of the restaurant. The applicant is aware that removal of these abandoned signage structures is required, and that all new signage will be must to meet the current standards. Additionally, enclosure of the dumpster will be required consistent with the Overlay District standards.

FINDINGS:

(Article 28.4.1) Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors A. through G., below, as well as any other factors it may find relevant.

A. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

FINDING: The proposed commercial use, if developed with Staff's Recommended Conditions, is suitable for the subject site given the existing and anticipated commercial developments which support the industrial developments in the surrounding area.

B. WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

FINDING: In Staff's opinion, the proposed development will not have an adverse effect on the use or usability of adjacent and nearby properties if developed in accordance with the Recommended Conditions.

C. WHETHER THE PROPERTY TO BE AFFECTED BY THE ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

FINDING: The subject site may have a reasonable use as currently zoned.

D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS.

FINDING: Staff does not anticipate the proposed use will have a significant impact on the facilities and utilities serving the area.

E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICIES AND INTENT OF THE LAND USE PLAN.

FINDING: The proposed commercial development is consistent with policies and intent of the Comprehensive Plan, provided the Recommended Conditions are

incorporated into the development.

LAND USE PLAN MAP: Industrial Marketplace

Proposed use/density: Restaurant with Drive Through Window at 4,839.7 square feet per acre

The 2030 Comprehensive Land Use Map suggests Industrial Marketplace along Fulton Industrial Boulevard (SR 70) between Martin Luther King Jr. Drive and Patton Drive. Industrial use is suggested beyond the node. The proposed density is consistent with other projects in the area.

PLAN POLICIES:

Provide for the transition of land uses from higher to lower densities and between different land uses.

Promote the revitalization of the Fulton Industrial Boulevard Industrial District.

Promote industrial base while simultaneously allowing for necessary commercial services to support industrial workers.

Support implementation of Fulton Industrial Boulevard Redevelopment Framework.

F. WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL.

FINDING: The Board of Commissioner's adoption of the Fulton Industrial Boulevard Redevelopment Framework Plan and subsequent adoption of the 2030 Comprehensive Land Use Plan suggesting Industrial Marketplace constitutes a changed condition affecting the use of this property.

G. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE WHICH CAN BE CONSIDERED ENVIRONMENTALLY ADVERSE TO THE NATURAL RESOURCES, ENVIRONMENT AND CITIZENS OF FULTON COUNTY.

FINDING: The proposed use is not considered environmentally adverse affecting natural resources, the environment, or the citizens of Fulton County.

CONCLUSION:

Provided Staff's Recommended Conditions are incorporated into the development of the site, the proposal to rezone the subject site from M-2 (Industrial) to C-1 (Commercial) to allow use of the existing building for a restaurant with drive through window is consistent with the policies and intent of the Comprehensive Plan and with approved zonings in the area. Therefore, Staff recommends this petition and the concurrent variances be **APPROVED CONDITIONAL** subject to the attached Recommended Conditions.

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be APPROVED C-1 (Commercial) CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:

    a. Restaurant use with drive through window, including all exterior food and beverage service areas, at a maximum density of 4,839.7 gross square feet per acre zoned or a total of 2,928 square feet, whichever is less. Commercial amusements, including video gaming machines, shall be excluded.

    b. Limit the height of the building to no more than 1 story.

2. To the owner's agreement to abide by the following:

    a. To the site plan received by the Department of Public Works on June 28, 2021. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the Certificate of Occupancy.

3. To the owner's agreement to the following site development considerations:

    a. Prior to issuance of an occupancy certificate for the new building, install and/or update the sidewalks and street lighting along Martin Luther King Jr. Drive consistent with the standards of the Fulton Industrial Business District Overlay District.

    b. No more than two curb cuts on Martin Luther King Jr. Drive (SR 139). The width of the curb cuts shall be subject to the approval of the Fulton County Traffic Engineer.

    c. To prohibit any window coverings, signage, location of interior or exterior shelving, appliances etc. that would block clear sight into the establishment through any window.

    d. To post no loitering and no trespassing signage in highly visible locations throughout the property and visible from all parts of the property.

    e. To install LED lights on all light posts on the property.

    f. To partner with the Fulton County Police Department to be included in the TAP (Trespassing Affidavit Program).

    g. To partner with the Fulton County Police Department and install an interior and exterior onsite security camera system. The camera system shall be incorporated into the existing Police camera system along Fulton Industrial Boulevard so that the Police can remotely monitor all activity in real time.

    h. To remove all existing abandoned signage frames on the site; new signage shall comply with the Zoning Resolution.

i. All improvements along Martin Luther King Jr. Drive (SR 139) shall be subject to the approval of the Georgia Department of Transportation.

j. Remove existing pavement within the landscape strips along Martin Luther King Jr. Drive (SR 139) and within the parking lot to create landscape islands. Provide landscaping as per the Zoning Resolution.

4. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Public Works, Plan Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an on-site evaluation of any existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of the results of these meetings will be required to be submitted along with the application for an LDP.

APPENDIX

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the Fulton County Plan Review process prior to the commencement of any construction activity.

TRANSPORTATION FACILITIES:

- Update sidewalks and/or streetlights along the property frontage to be consistent with the CID standards.

- Martin Luther King Jr. Drive (SR 139) is a State Routes, any improvements within the right of way of will require approval and permit issuance by GDOT.

HEALTH DEPARTMENT:

Environmental Health Service Comments

- Fulton County Board of Health requires that the proposed facility be served by public water and public sanitary sewer which are available to the site.

- This department recommends that the proposed building be inspected, and the owner/operator is required to provide the internal plumbing and sanitary facilities necessary to serve the existing and proposed addition and building capacity.

- This development must comply with the Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article III – Smoke-free Air.

- If this proposed development includes a food service establishment, as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article V - Food Service, the owner must submit kitchen plans for review and approval by this agency before issuance of a building permit and beginning construction. The owner must obtain a food service permit prior to opening.

- This department requires that plans indicating the number and location of outside refuse containers along with typical details of the pad and approach area for the refuse containers be submitted for review and approval.

WATER AND WASTEWATER (SEWER):

WATER:
No capacity increase proposed.

This project is within the City of Atlanta jurisdiction.

SEWER:

Basin: Utoy Creek

Treatment Plant: Utoy Creek
No capacity increase proposed.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

DRAINAGE:

Flood Plain: According to Fulton County Geographic Information System (GIS) Map, there is no 100-year flood plain on the subject site.

TAX ASSESSOR:

Property Tax ID#:14F-0023-LL-052-0

Taxes on the subject property are up to date on this property

FIRE MARSHAL:

Fire requirements for this project will be reviewed and met through Life Safety 101, 2018, and IFC 2018.

Fire Station: 11
Battalion: 2

POLICE DEPARTMENT:

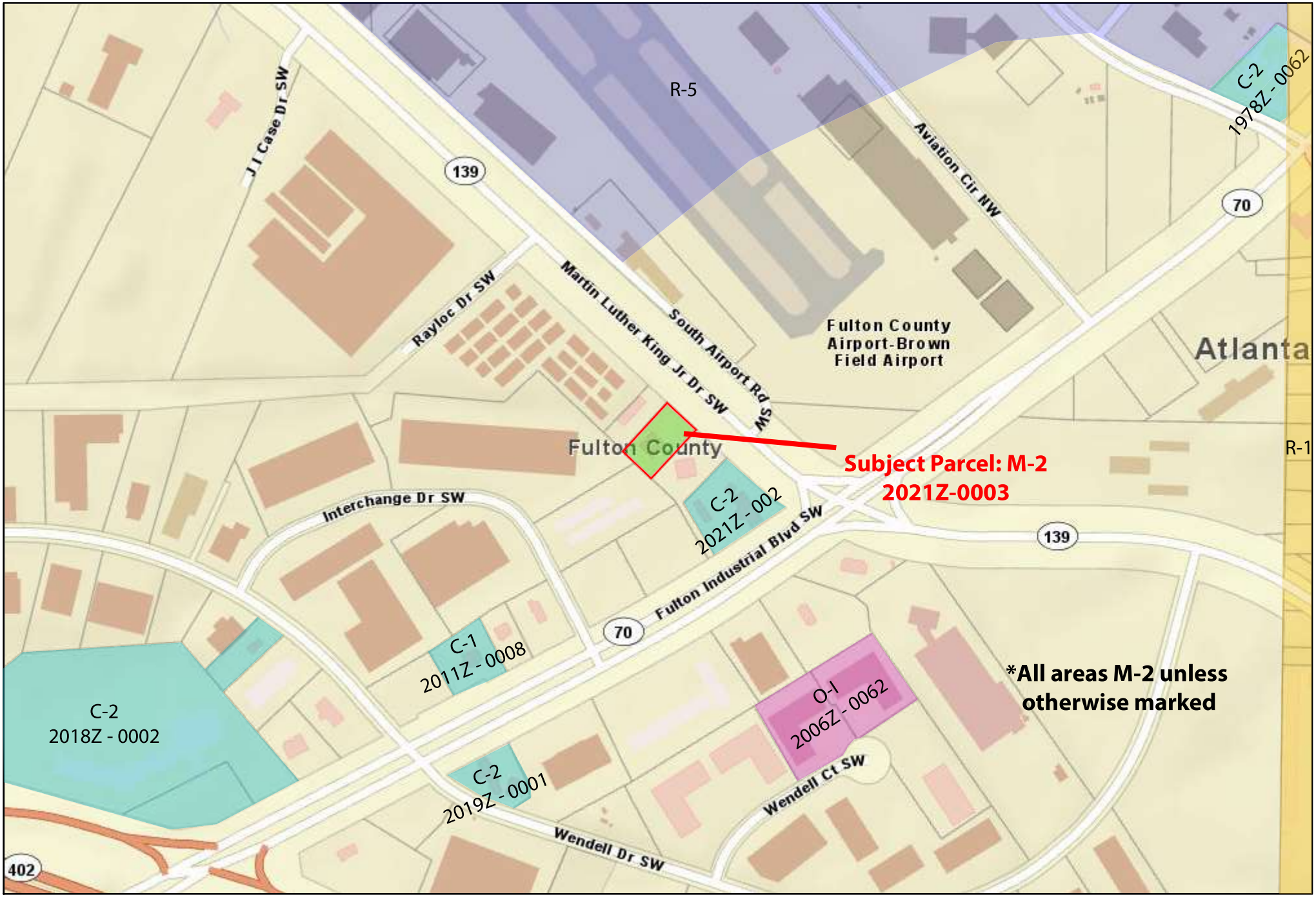
This property should participate in the TAP (Trespassing Affidavit Program)

EMERGENCY SERVICES:

No comments.

CODE ENFORCEMENT:

No recent code violations on this site; no open code violations on the site.



0 0 0 0 mi

Fulton County GIS

Date: 7/16/2021

Map Size: 8.5x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations epicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

FULTON COUNTY 305

Prepared by the Department of Information Technology Geographic Information System

Property Profile for 4090 M L KING JR DR

Property Tax Information	
Tax Year	2021
Parcel ID	14F0023 LL0520
Property Address	4090 M L KING JR DR
Owner	PATEL BHUPENDRA M & RADHA B
Mailing Address	1570 SHAMROCK TRL SE SMYRNA GA 30080-5844
Total Appraisal	$246,560
Improvement Appraisal	$90,560
Land Appraisal	$156,000
Assessment	$98,620
Tax District	70
Land Area	0.551 ac
Property Class	Commercial Lots
Land Use Class	Retail - Single Occupancy
TAD	
CID	

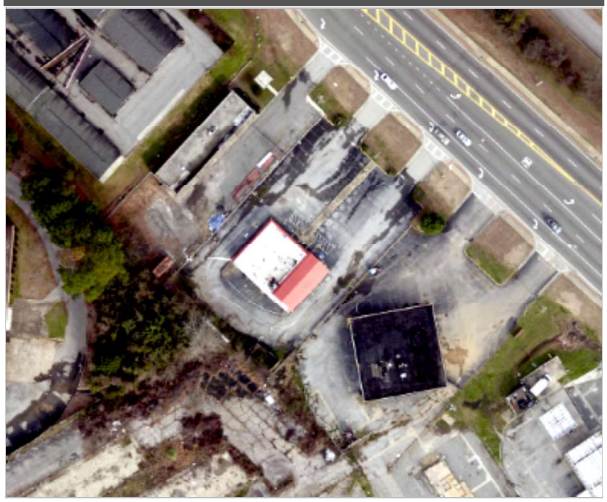
Zoning	
Zoning Class	M-2
Overlay District	Fulton Industrial Ov
2035 Future Development	Industrial Marketplace

Political	
Municipality	unincorporated
Commission District	6
Commission Person	Khadijah Abdur-Rahman
Council District	not available
Council Person	not available
Voting Precinct	FC02
Poll Location	Aviation Community Cultural Center, 3900 Aviation Cir Nw
Congressional District	005
State Senate District	038
State House District	061

School Zones	
Elementary School	Randolph
Middle School	Sandtown
High School	Westlake

Other Information	
Zip Code	30336
Census Tract	78.05
In Less Developed Census Tract	Yes

Aerial View







Vicinity Map

06/28/2021.

LETTER OF INTENT:

We, BHUPENDRA M. PATEL & RADHA B. PATEL, intend to use this property and land as a commercial restaurant location with the existing 2,928 square foot one story building that has already been in use as a fast food restaurant since 1969. This one and only building on the property has an attached functional drive thru window on it and will be kept in functioning operation for any future tenants. We are seeking a rezoning to C – 1 from the current zoning of M – 2 for our property at 4090 Martin Luther King Jr. Drive S.W. Atlanta, Ga. 30336 and a Restaurant Use Permit. The new lessee/restaurant tenant will be opening a casual Seafood restaurant in the existing 2,928 sq.ft. building. They will also have approximately 70 seats inside the existing restaurant building and they will have no outdoor/outside seating at the time of this application.

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INSTRUMENT USED:
NIKON DTM-520 TOTAL STATION

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS NOT IN A FLOOD HAZARD ZONE, ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), PANEL NO.13121C0219E, WHICH BEARS AN EFFECTIVE DATE OF JUNE 22, 1998, FULTON COUNTY, GEORGIA

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

LEGEND

IPS	IRON PIN SET
IPF	IRON PIN FOUND
CM	CONC. MONUMENT FOUND
SS	SANITARY SEWER
FC	FENCE CORNER
-x-x-	FENCE
OT	OPEN TOP PIN
CT	CRIMP TOP PIN
#4 REBAR	REINFORCING BAR
CL	CENTERLINE
R/W	RIGHT-OF-WAY
WL	WATER LINE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
FH	FIRE HYDRANT
GV	GAS VALVE
WV	WATER VALVE
WM	WATER METER
PP	POWER POLE
LP	LIGHT POLE
OHUL	OVERHEAD UTILITY LINE
MH	MAN HOLE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONC. PIPE
SSE	SEWER EASEMENT
DE	DRAINAGE EASEMENT
GM	GAS METER
DCB	DOUBLE WING CATCH BASIN
SCB	LEFT WING CATCH BASIN
RCB	RIGHT WING CATCH BASIN
JB	JUNCTION BOX
DI	DROP INLET
HW	HEAD WALL
	POND OUTLET STRUCTURE
C/O	SANITARY SEWER LATERAL AND CLEAN OUT
NA	NO ACCESS
WM	WATER METER
XX	TREE LINE (ADJACENT PROPERTY)

DECEL LANE

EXIST CB TOP=102.94 INV=97.86

EXIST CB TOP=102.60 INV=98.86

EXIST CB TOP=100.08 INV=95.80

45 MPH

MARTIN LUTHER KING JR. DRIVE (200' R/W)

USING EXISTING CURB CUTS ENTRANCE SITE DISTANCE MEETS COUNTY STANDARDS

OPEN FIELD WITH GRASS

OPEN FIELD WITH GRASS

N/F
OPCM LOCAL UNION #148
PARCEL ID 14F0023LL0299
CURRENT ZONING M-2

EXIST 1 STORY BUILDING
4100

LANDSCAPED STRIP

SIGN

S43°57'30"E 40.00'

1080 SQ. FT.

RED. TARK. SHOULD BE 1 PER 1080 SQ. FT.
3135 TOTAL AVAIL. PARK. SPACES ON SITE = 1053.36

PROPERTY SET BACK 105.30'

124.91'

N16°16'40"E 210.10'

EXISTING CHAIN LINK FENCE

EXIST CONCRETE RETAINING WALL

EXIST SIDEWALK

CURRENT ZONING M2

EXIST 1 STORY BUILDING
4090
BLOCK 1 F.F.E.=93.62
SEATING FOR 70 FEL
BLDG.=2228 SQ. FT.

RAMP

EXISTING SIDEWALK

RAISED ISLAND

SIGN

DRIVE THRU

LP

CONC. SIDEWALK

PROPERTY

EXISTING ASPHALT PAVING

SETBACK

CONSTRUCTION ENTRANCE

377.0' TO FULTON INDUSTRIAL BOULEVARD R/W P.O.R.

CITY OF ATLANTA WATER FAULT CO-AXIAL CABLE R/W

1/2"IPS

N13°19'20"W

N/F
HUNSINGER JOHNS
PARCEL ID 14F0023LL0629
DB 21405 PG 294
600 INTERCHANGE DR.
CURRENT ZONING M-2

125.00'

EXISTING CHAIN LINK FENCE

DUMPSTER

CAR RAIL

P.P. IS PROPERTY CORNER

N/F
LSSA PROPERTIES LLC
PARCEL ID 14F0023LL0736
DB 42224 PG 279
660 INTERCHANGE DR.
CURRENT ZONING M-2

211.80'

S46°01'15"W

EXIST 1 STORY BUILDING
4080

N/F
BHAGAT INVESTMENT INC
PARCEL ID 14F0023LL0538
DB 45677 PG 279
CURRENT ZONING M-2

LOT AREA
26,379. sq.ft.
0.605 acres

NOTE:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,050 FEET AND AN ANGULAR ERROR OF 00.00"PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' 144,800 FEET.

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" THEIR LOCATION ,SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN:

GEORGIA REGISTERED NO. 2808 LAND SURVEYOR WATER E. PRINCE

10/09/08

BOUNDARY SURVEY FOR:
BHUPENDRA M. PATEL AND RADHA B. PATEL
4090 MARTIN LUTHER KING JR. DRIVE
PARCEL ID 14F0023LL0520
LAND LOT: 23 14FTH DISTRICT
FULTON COUNTY, GEORGIA
SCALE 1=30" OCTOBER 8, 2008

HURD PRINCE & ASSOCIATES, INC.
Consulting Engineers & Surveyors
110 North Berry Street
Stockbridge, Georgia 30281-3424
Phone (770)4741487 Fax (770)4747487

JOB # 24978

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06/28/2021.

ENVIRONMENTAL SITE ANALYSIS (ESA)

FORM A

1.) CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The proposed project is to have a Seafood restaurant operating in the existing 2,928 sq. ft. single story restaurant building that is located at 4090 Martin Luther King Jr. Dr.S.W. Atl., Ga. 30336. The existing restaurant building is setback 105' from the property line parallel to the right of way and sits on a 0.605 acres lot that includes 37+ parking spaces and the building has a drive thru attached to it. The property also has a pole sign in the front and a large double pole sign on the rear of the property. The property is mostly all asphalt in front and around sides of the building.

The adjacent properties that are located on both sides of the above mentioned property are also commercial sites. One being a retail store doing business as a Liquor/Package store and the other being office space for a local Plaster/Mason workers union. Both of these adjacent properties/sites have only parking lots on their respective properties. The property located behind our property is only a flat piece of land without any building on it. It does have a few trees on it. The other property that is located behind ours' is a retail/small warehouse property with one large building that is divided into multiple rentable/leased office/retail/warehouse commercial businesses. It also has parking spaces for its multiple tenants.

2.) ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT:

This project conforms to the Comprehensive Land Use Plan because it is not going to be a factory/manufacturing site that will contaminate the land. The project is going to be a restaurant business, as it has been a restaurant site for the past 50+ years.

The following environmental site features will NOT be encroached upon or adversely affected by the proposed project because they are ALL ABSENT on the proposed property.

a.) Wetlands : Wetlands are ABSENT on the proposed project site.
b.) Floodplain : Floodplains are ABSENT on the proposed project property/site.
c.) Streams/Stream Buffers : Streams/Stream Buffers are ABSENT on proposed project property/site.

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d.) Slopes Exceeding 33 percent over a 10 – foot rise in elevation: Slopes are ABSENT on the proposed project property/site.

e.) Vegetation: Vegetation is ABSENT on the proposed project property/site.

f.) Wildlife Species: There is an ABSENCE of any Wildlife Species on the proposed project property/site.

g.) Archeological/Historical Sites: The proposed project property/site is NOT a Archeological/Historical site.

3.) PROJECT IMPLEMENTATION MEASURES :

a.) The proposed project **PROTECTS** the environment because nothing is changing on the property site in regards to the land itself. Everything will stay the same as it has for the past 50+ years.

b.) The proposed project will **PROTECT** the water quality because there will be no dumping of waste products or anything else onto the proposed property.

c.) The proposed project will have **MINIMAL** to **NO** negative impacts on the existing infrastructure. We will be using the existing restaurant building for this project.

d.) The proposed project does **NOT** have any Archeological/Historically significant areas on the site.

e.) The proposed project will have **NO negative impact** on environmentally stressed communities.

f.) The proposed project will **CREATE AND PRESERVE** green space and open space on the site. There will be installations of Landscaped Parking Lot Islands with small Trees/Bushes. Please see attached Project Site Plan.

g.) There will be **NO NEGATIVE** impacts of noise or lighting from the proposed project site.

h.) Parks and Recreational Green Space are **NON - EXISTENT** on the proposed project site.

i.) Wildlife Habitats are **NON – EXISTENT** on the proposed project site. If there are *any on the site* the proposed project will have **NO** impact on the them.

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FULTON COUNTY

IMPACT ANALYSIS
FORM B

Applicant:

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? **YES, the zoning proposal permits a use that is suitable in view of the use and development of adjacent and nearby property.**

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? **NO, the zoning proposal does NOT adversely affect the existing use or usability of adjacent or nearby property.**

3. Does the property to be rezoned have a reasonable economic use as currently zoned? **NO, the property to be rezoned does NOT have a reasonable economic use as currently zoned.**

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? **NO, the zoning proposal will NOT result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? **YES, the zoning proposal is in conformity with the policies and intent of the land use plan.**

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal? **YES, there are existing conditions that affect the use and development of the property which SUPPORT the APPROVAL of the zoning proposal. The existing conditions are the presence of a fully functional restaurant**

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building and parking lot that already is established for a restaurant business on the proposed property site.

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of Fulton County? **NO, the zoning proposal does NOT permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of Fulton County.**

Attach additional sheets as needed.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0645 **Meeting Date:** 9/1/2021

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0646 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - Medicare Advantage in the amount of $229.19 for each Basic Medicare Advantage eligible enrollee (2) eligible enrollees will have the option to buy-up and pay the cost difference to enroll in the Enhanced Medicare Advantage Plan at the rate $267.77 per enrollee per month with Aetna Life Insurance Company (Atlanta, GA) to provide Medical and Pharmacy benefits as a fully insured option for Medicare eligible retired employees/beneficiaries and dependents. This action exercises the second of four renewal options. Two renewal options remain. Effective January 1, 2022 through December 31, 2022.

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

Agenda Item No.: 21-0646 **Meeting Date:** 9/1/2021

Scope of Work: Aetna administers the County's Basic and Enhanced fully-insured Medicare Advantage Plans. This contract provides all-inclusive medical, pharmacy, wellness and disease management and claims administration. Eligible retirees have the option to buy-up and pay the cost difference to enroll in the Enhanced Medicare Advantage Plan which pays 100% for medical benefits at a lower cost, with $0 cost sharing.

Community Impact: None

Department Recommendation: The Finance Department requests approval to renew existing contract with Aetna to administer the Basic and Enhance Medicare Advantage Plans on a fully insured basis to Medicare eligible retirees, beneficiaries and dependents. Aetna originally proposed an increase of 10.2% and 8.7% respectively to the Basic and Enhanced Medicare Advantage Plans. The Finance Department staff, along with our benefit consultants from Segal, successfully negotiated lower renewal premium increase of 5.3% to the Basic and Enhanced Medicare Advantage Plans for the 2022 plan year.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0619	8/7/19	$217.54 per enrollee per month basic plan; $254.19 per enrollee per month enhanced plan.
1st Renewal	20-0828	11/18/2020	$217.54 per enrollee per month basic plan; $254.19 per enrollee per month enhanced plan.
2nd Renewal		9/1/2021	$229.19 per enrollee per month basic plan; $267.77 per enrollee per month enhanced plan.
Total Revised Amount			$.00

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

Contract Value: **$267.77 for each basic Medicare Advantage enrollee**
Prime Vendor: **Aetna Life Insurance Company**
Prime Status: **Non-Minority**
Location: **Alpharetta, GA**
County: **Fulton County**
Prime Value: **$267.77 for each basic Medicare Advantage Enrollee**

Subcontractor: **SCR Consulting**

Subcontractor Status: **African American Male Business Enterprise- Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **TBD (Enrollment Services & Education)**

Subcontractor: **PMI Solutions, LLC**
Subcontractor Status: **African American Male Business Enterprise- Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **TBD (Enrollment Services)**

Total Contract Value: **$267.77 for each basic Medicare Advantage Enrollee**
Total M/FBE Value: **$TBD (Enrollment & Education Services)**

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)*

Melissa Barnett, Benefits Manager (404) 612-4243 or Ray Turner, Deputy Finance Director (404) 612 -7737.

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:
Previous Adjustments:
This Request:
TOTAL:

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award

Agenda Item No.: 21-0646 **Meeting Date:** 9/1/2021

End Date: ☐ Apply & Accept
Match Account $:

Fiscal Impact / Funding Source:

426-999-P003-1560: Group Insurance Stabilization, General Fund, Administrative:

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment:	**Renewal/Extension Terms**: Second of four

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2021**
Report Period End: **6/30/2021**

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Employee Benefits Health Plan (Basic & Enhanced Medicare Advantage Plans)

BID/RFP# NUMBER: 19-RFP060519C-MH

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL PERIOD: FROM: January 1, 2022 THROUGH December 31, 2022

RENEWAL OPTION #: Second of Four

NUMBER OF RENEWAL OPTIONS: Four

RENEWAL AMOUNT:

- **$229.19 per enrollee per month Basic Medicare Advantage Plan**
- **$267.77 per enrollee per month Enhanced Medicare Advantage Plan**

COMPANY'S NAME: Aetna, Inc.

ADDRESS: 1100 Abernathy Road, Suite 375

CITY: Atlanta

STATE: Georgia

ZIP: 30328

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 for Bid/RFP#: 19-RFP060519C-MH
(Person signing must have signature authority for the company/corporation)

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
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:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**August 23, 2021**
Department:	FINANCE
Contract Number:	RFP 19-RFP060519C-MH
Contract Title:	Employee Healthcare Benefit Plan Medicare Advantage: **$229.19 per enrollee per month Basic Medicare Advantage Plan** **$267.77 per enrollee per month Enhanced Medicare Advantage Plan (optional buy-up)**

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.**

Aetna administers the Basic and Enhanced fully-insured Medicare Advantage Plans on behalf of the County to Medicare eligible retirees, beneficiaries and eligible dependents. All healthcare plans went through a formal procurement in 2019. Due to the nature of this contract and the level of expertise needed, it would not be feasible or cost effective for the Medicare Advantage Plan administrative services to be brought in-house.

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:**

The competitive bid process during the last procurement that was effective 1/1/2020 included negotiations for value added services included no premium rate increase for 2021. The 2022 plan year will exercise the second of four renewal options of the contract cycle. The proposed premium renewal increase for 2022 is 5.3%.

☐ **Internet search of pricing for same product or service:**

Date of search:	RFP Review Process
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:

Click here to enter text.

☐ **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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **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?**

This is the second year of this contract cycle - $5,206,864.50

.

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.

4. **Is this a seasonal item or service?** ☐ **Yes** ☒ **No**

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

   Adequate staffing levels, expertise and resources do not exist in-house to handle this type services.

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

   Inability to administer requirements of the Medicare Advantage Plan as a fully-insured option to eligible retirees, beneficiaries and dependents.

Melissa Barnett, Benefits Manager	August 23, 2021
Prepared by	**Date**
Hakeem Oshikoya, Finance Director	August 23, 2021
Department Head	**Date**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021

PO Number		PO Date

Department	Finance
Bid Number	19-RFP060519C-MH
Service Commodity	Employee Benefits Health Plan (Dental HMO, Dental PPO & Medicare Advantage I
Contractor	Aetna

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 1 2 (3) 4

Comments:
Vendor provides a quality and affordable Dental (HMO &PPO) and Medicare Advantage (Basic & Enhanced) plans. The plan designs are administered in accordance with was approved by the Board of Commissioners.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 1 2 3 (4)

Comments:
The vendor achieves the contract requirements in a timely manner and vendor performance meets our expectation.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 1 2 (3) 4

Comments:
The vendor is responsive to inquiries and does a good job keeping us abreast.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

0 1 2 (3) 4

Comments:
The vendor has met the County's expectation.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

0 1 2 3 (4)

Comments:
We are pleased with the performance of our Administrative team. They are always professional and responsive.

Overall Performance Rating:	3.4		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No		Rating completed by:	melissa.barnett

Department Head Name	Department Head Signature	Date
	Ray Turner	8/23/2021

Ray Turner for Hakeem Oshikoya

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0647 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Healthcare Benefit Plan - Dental on a fully-insured basis with Aetna Life Insurance Company (Atlanta, GA) to administer: [1] Dental PPO (DPPO) Plan on a self-insured basis and [2] Dental HMO (DMO) Plan to eligible employees, retirees, beneficiaries and their covered dependents. This action exercises the second of four renewal options. Two renewal options remain. Effective date: January 1, 2022 through December 31, 2022.

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 *(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: Aetna administers the self-insured dental PPO and the fully-insured dental HMO plans for active employees, retirees/beneficiaries and their eligible dependents. This contract

provides an all-inclusive administration fee for dental plan administration, claims adjudication, standard reporting and customer service. Aetna's offering continues to provide the best overall value in terms of choice, provider access and cost both for the County and its members.

Community Impact: None

Department Recommendation: The Finance Department recommends renewal of existing contract with Aetna to administer the Dental PPO and HMO Plans based on the rates in Exhibit I and II below for the 2022 plan year. **EXHIBIT I - AETNA DENTAL PPO (DPPO) ADMINSTRATION FEE - SELF INSURED OPTION** Aetna will continue to administer the self-insured Dental PPO Plan at the rate of $1.76 per enrollee per month. The administrative fee is guaranteed to remain flat over the duration of the contract. **EXHIBIT II - AETNA DENTAL HMO (DMO) PREMIUM RATES - FULLY INSURED OPTION** Below are the Dental HMO 2022 tiered approved premium rates. There is no change to the Dental HMO premiums from 2021 to 2022.

ENROLLEE TYPE	COVERAGE LEVEL	2021 RATES	2022 RATES – NO CHANGE
Active Employees & Pre-65 (Non-Medicare) Retirees	Employee Only	16.97	16.97
	Employee +1	33.11	33.11
	Family	54.33	54.33
Age 65+ (Medicare Eligible) Retirees	Retiree Only	16.97	16.97
	Family	39.53	39.53

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0620	8/7/2019	Per approved admin fees (Dental PPO) & approved tiered rates (Dental HMO).
1st Renewal	20-0840	11/8/2020	Per approved admin fees (Dental PPO) & approved tiered rates (Dental HMO).

2nd Renewal		9/1/2021	Per approved admin fees (Dental PPO) & approved tiered rates (Dental HMO).
Total Revised Amount			$.00

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

(1)
Contract Value: **$1.95 to $1.76 per enrollee per month**
Prime Vendor: **Aetna Dental PPO (DPPO)**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$1.95 to $1.76 per enrollee per month**

(2)
Contract Value: **$17.32 down** to **$16.80 employee only; employee +1 =$33.10**
Prime Vendor: **Aetna Dental HMO (DMO)**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$17.32 down** to **$16.80 employee only; employee +1 =$33.10**

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)*

Ray Turner, Deputy Finance Director (404) 612-7737

Melissa Barnett, Benefits Manager (404) 612-4243

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:
Previous Adjustments:

Agenda Item No.: 21-0647 **Meeting Date:** 9/1/2021

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:

426-999-P003-1560: Group Insurance Stabilization, General Fund, Administrative

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: 2 of 4 renewals

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2021**
Report Period End: **6/30/2021**

Fulton County, GA

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Employee Benefits Health Plan (Dental)

BID/RFP# NUMBER: RFP 19-RFP060519C-MH

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL PERIOD: FROM: January 1, 2022 THROUGH December 31, 2022

RENEWAL OPTION # Two of Four

NUMBER OF RENEWAL OPTIONS: Four

RENEWAL AMOUNT:

- **Self-insured DPPO Plan - $1.76 per enrollee per month**
- **Fully-insured DMO Plan – based on tiered rates below:**

ENROLLEE TYPE	COVERAGE LEVEL	2021 RATES	2022 RATES – NO CHANGE
Active Employees & Pre-65 (Non-Medicare) Retirees	Employee Only	16.97	16.97
	Employee +1	33.11	33.11
	Family	54.33	54.33
Age 65+ (Medicare Eligible) Retirees	Retiree Only	16.97	16.97
	Family	39.53	39.53

COMPANY'S NAME: Aetna, Inc.

ADDRESS: 1100 Abernathy Road, Suite 375

CITY: Atlanta

STATE: Georgia

ZIP: 30328

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 for Bid/RFP#: 19-RFP060519C-MH
(Person signing must have signature authority for the company/corporation)

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
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:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**August 23, 2021**
Department:	FINANCE
Contract Number:	RFP 19-RFP060519C-MH
Contract Title:	Finance Department, RFP 19-RFP060519C-MH, Employee Healthcare Benefit Plan for Aetna (Atlanta, GA) to administer: [1] Dental PPO (DPPO) Plan on a self-insured basis and [2] Dental HMO (DMO) Plan to eligible employees, retirees, beneficiaries and their covered dependents on a fully-insured basis.

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.**

   Aetna administers the self-insured Dental PPO Plan and the fully-insured Dental HMO plans offered to eligible employees, retirees and beneficiaries on behalf of the County. All of the healthcare plans went through a formal procurement process in 2019 to ensure that the County was partnering with quality vendors and effective plans effective 1/1/2020. This contract provides dental benefits. There are no admin fee/premium rate changes to the dental PPO and dental HMO plans from 2021 to 2022.

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:**

The competitive bid process during the last procurement that was effective 1/1/2020. The 2022 plan year will exercise the second of four renewal options of the contract cycle.

☐ **Internet search of pricing for same product or service:**

Date of search:	RFP Review Process
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:

Click here to enter text.

☐ **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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **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?**

Aetna Dental - $ 2,653,106.67

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.**

The level of expertise, staffing and resources do not exist in-house to handle the administration of this service type.

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

Inability to administer plan designs required for dental benefits to active employees, retirees, beneficiaries and eligible dependents.

Melissa Barnett, Benefits Manager	August 23, 2021
Prepared by	**Date**
Hakeem Oshikoya, Finance Director	August 23, 2021
Department Head	**Date**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021

PO Number		PO Date

Department	Finance
Bid Number	19-RFP060519C-MH
Service Commodity	Employee Benefits Health Plan (Dental HMO, Dental PPO & Medicare Advantage I
Contractor	Aetna

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 1 2 (•) 3 4

Comments:
Vendor provides a quality and affordable Dental (HMO &PPO) and Medicare Advantage (Basic & Enhanced) plans. The plan designs are administered in accordance with was approved by the Board of Commissioners.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 1 2 3 (•) 4

Comments:
The vendor achieves the contract requirements in a timely manner and vendor performance meets our expectation.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 1 2 (•) 3 4

Comments:
The vendor is responsive to inquiries and does a good job keeping us abreast.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

0 1 2 (•) 3 4

Comments:
The vendor has met the County's expectation.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

0 1 2 3 (•) 4

Comments:
We are pleased with the performance of our Administrative team. They are always professional and responsive.

Overall Performance Rating:	3.4		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No		Rating completed by:	melissa.barnett

Department Head Name	Department Head Signature	Date
	Ray Turner	8/23/2021

Ray Turner for Hakeem Oshikoya

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0648 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, Employee Health Benefit Plan - Vision Benefits on a self-insured basis at the rate of $0.55 per enrollee per month with Eye Med Vision Care (Atlanta, GA) to administer vision benefit coverage to eligible active employees, retirees and beneficiaries. This action exercises the second of four renewal options. Two renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

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 *(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 Finance Department request approval to renew existing contract with Eye Med Vision Care to administer self-insured comprehensive vision benefit services for eligible active employees, beneficiaries, retirees and their covered dependents on a self-insured basis. This

contract provides an all-inclusive administration fee for vision plan administration, claims adjudication, reporting and customer service. Admin fee will remain the same at $0.55 per enrollee per month for 2022. Eye Med continues to offer largest provider network.

Community Impact: None

Department Recommendation: The Finance Department recommends renewal of existing contract with EyeMed to administer the comprehensive self-insured vision plan at the rate of $0.55 per enrollee per month. ***PROPOSED CHANGE FOR 2022 Three-tier Vision Rates*** The Finance Department is proposing a transition of the vision rates from a "flat rate for all" structure, to a 3-tier structure, to be consistent with the other benefit offerings. The 3-tier structure will eliminate the subsidization of higher tiers by the lower tiers. EyeMed again reported a decrease in per capita claims for the experience period used for the 2022 premium rate setting. For 2022, vision premiums will decrease by 10.3%.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0621	8/7/2019	Per approved admin fee.
1st Renewal	20-0829	11/18/2020	Per approved admin fee.
2nd Renewal		9/1/2021	Per approved admin fee.
Total Revised Amount			$.00

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

Contract Value: PPO Plan - $0.55 per enrolled employee/retiree/beneficiary
Prime Vendor: **Eye Med Vision Care, LLC**
Prime Status: **Non-Minority**
Location: Mason, OH
County: Warren County
Prime Value: $0.55 per enrolled employee/retiree/beneficiary

Subcontractor: **Concentrix**
Subcontractor Status: **Non-Minority**
Location: Erlanger, KY
County: Kenton County
Contract Value: $2,011.00 or 0.18%

Subcontractor: **AEGIAS Corp**
Subcontractor Status: **African American Business Enterprise Certified**

Agenda Item No.: 21-0648 **Meeting Date:** 9/1/2021

Location:	Alpharetta, GA
County:	Fulton County
Contract Value:	$2,500.00 or 0.23%
Subcontractor:	**Consolidated Graphics Group, Inc.**
Subcontractor Status:	**Non-Minority**
Location:	Cleveland, OH
County:	Cuyahoga County
Contract Value:	$643.00 or 0.06%
Subcontractor:	**CO Fluency**
Subcontractor Status:	**Non-Minority**
Location:	Hackensack, NJ
County:	Bergen County
Contract Value:	$15.00 or 0.01%
Total Contract Value:	**PPO Plan $0.55 per Enrolled Employee/Retiree/Beneficiary**
Total M/FBE Value:	**$2,500.00 or 0.23%**

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)*

Ray Turner, Deputy Finance Director 404-612-7737 or Melissa Barnett, Employee Benefits Manager, Finance 404-612-4243

Contract Attached

Yes

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:

426-999-P003-1560: Group Insurance Stabilization, General Fund, Administrative

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment:	**Renewal/Extension Terms**: 2 of 4

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2021**
Report Period End: **6/30/2021**

Fulton County, GA



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Employee Benefits Health Plan (Vision)

BID/RFP# NUMBER: RFP 19-RFP060519C-MH

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL PERIOD: FROM: January 1, 2022 THROUGH December 31, 2022

RENEWAL OPTION #: Two of Four

NUMBER OF RENEWAL OPTIONS: Four

RENEWAL AMOUNT: $0.55 per enrollee per month

COMPANY'S NAME: EyeMed Vision Care, LLC

ADDRESS: 4000 Luxottica Place

CITY: Mason

STATE: Ohio

ZIP: 45040

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 for Bid/RFP#: RFP 19-RFP060519C-MH (Person signing must have signature authority for the company/corporation)

FULTON COUNTY, GEORGIA	**[INSERT COMPANY NAME]**
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:**
[Insert Department Head Name & Title] **[Insert User Department Name]**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**August 23, 2021**
Department:	FINANCE
Contract Number:	RFP 19-RFP060519C-MH
Contract Title:	Employee Benefits Health Plan (Vision)

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.**

Eye Med administer the self-insured Vision PPO Plan offered to eligible employees, retirees and beneficiaries on behalf of the County. All of the healthcare plans went through a formal procurement process in 2019 to ensure that the County was partnering with quality vendors and effective plans. This contract provides vision benefits. There is no change to the admin fee for 2022; the rate will remain at $0.55 per enrollee per month. EyeMed again reported a decrease in per capita claims for the experience period used in the 2022 premium rate setting. This has resulted in a 10.3% funding rate decrease for 2022.

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:**

The competitive bid process during the last procurement that was effective 1/1/2020. The 2022 plan year will exercise the second of four renewal options of the contract cycle.

☐ **Internet search of pricing for same product or service:**

Date of search:	RFP Review Process
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:

Click here to enter text.

☐ **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?	☐ **Yes**	☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes**	☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.	

Explanation / Notes:

Click here to enter text.

☐ **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?**

   $ 1,191,402.81

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 level of expertise, staffing levels and resources do not exist in-house to handle this type services.

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

   Inability to administer vision benefits plan designs and other contract requirements to eligible active employees, beneficiaries and covered dependents.

Melissa Barnett, Benefits Manager	August 23, 2021
Prepared by	**Date**
Hakeem Oshikoya, Finance Director	August 23, 2021
Department Head	**Date**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021
PO Number			PO Date
Department	Finance		
Bid Number	19-RFP060519C-MH		
Service Commodity	Employee Benefits Health Plan (Vision)		
Contractor	Eye Med		

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 1 2 (3) 4

Comments:
The vendor provides a quality vision plan that is administered according to the plan design approved by the Board of Commissioners.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 1 2 3 (4)

Comments:
Contract milestones and response times have met the County's expectation.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 1 2 (3) 4

Comments:
The administrative team is responsive and concerns are handled appropriately.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

0 1 2 (3) 4

Comments:
The vendor has met our expectation.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

0 1 2 3 (4)

Comments:
We are pleased with the overall performance of our Administrative team. They are professional and responsive.

Overall Performance Rating:	3.4		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No		Rating completed by:	melissa.barnett

Department Head Name	Department Head Signature	Date
Ray Turner for Hakeem Oshikoya	Ray Turner	8/23/2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0649 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Finance Department, 19-RFP060519C-MH, for Employee Healthcare Benefit Plan for fully self-insured HMO Plan with: (A) Anthem (BCBS) of Georgia to administer the Health Maintenance Organization (HMO), Point of Service (POS) Plan and CDHP with Health Savings Account (HSA) Plan on a self-insured basis to active employees and Pre-65 (Non-Medicare) retirees/beneficiaries as well as the HMO Medicare, Medicare Indemnity PPO and PPO Plus (Closed) Plans to Medicare eligible retirees/beneficiaries; and, (B) for Kaiser Permanente (Atlanta, GA) to administer to active employees and Pre-65 (Non-Medicare) retirees/beneficiaries and the Senior Advantage Plan to Medicare retirees/beneficiaries. This action exercises the second of four renewal options. Two renewal options remain. Effective date: January 1, 2022 through December 31, 2022.

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 *(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: This contract is for employer-sponsored group medical and pharmacy benefits coverage. The contract provides Medical Plan Administration, Claims Adjudication, Reporting, Wellness and Disease Management Programs, Employee Assistance Program (EAP), Mental Health and COBRA Administration and Pharmacy Benefits to eligible employees and retirees/beneficiaries. The medical plans administered by Anthem are under a self-insured arrangement and the Kaiser HMO plans are under a fully-insured arrangement. ***Anthem:*** The 2022 admin fees for Anthem's plans will remain fixed over the five year contract cycle at the current rate of $40.34 per employee/retiree per month. Anthem will continue to provide annual prorated wellness fund dollars at the rate of $71.81 per enrolled employee and Pre-65 (Non-Medicare) retiree. Anthem has offered a $100,000 annual subsidy towards communication, implementation and technology. Anthem also administers COBRA and Employee Assistance Program (EAP) at the rate of $0.63 and $2.04, respectively, per enrollee/per month. This administrative fee is guaranteed to remain flat over the duration of the contract with an annual one month premium administrative fee holiday. Anthem's network continues to offer the greatest estimated discount based on the utilization patterns of members and the greatest network discount guarantee. ***Kaiser:*** Kaiser Permanente's staff model is highly touted for health management in terms of efficiency and their holistic approach to health care. Kaiser's fully insured HMO and Senior Advantage Medicare Plans continue to offer the best value in terms of cost.

ENROLLEE TYPE	COVERAGE LEVEL	2021 RATES	2022 PROPOSED RATES
Kaiser HMO			
Active Employees	Employee Only	$565.93	$605.52
	Employee +1	$1,081.83	$1,157.52
	Family	$1,410.35	$1,509.02
Pre-65 Retirees Non-Medicare	Employee Only	$766.93	$820.58
	Employee +1	$1,466.06	$1,568.63
	Family	$1,957.81	$2,094.78
Senior Advantage Plan			
Medicare Retirees	Retiree Only	$185.02	$175.37
	Retiree + 1	$370.03	$350.74
	Family	$555.05	$526.11

Community Impact: None

Department Recommendation: The Finance Department recommend renewal of existing contracts with Anthem and Kaiser Permanente to administer medical and pharmacy benefits eligible employees, beneficiaries, retirees and covered dependents from January 1, 2022 - December 31, 2022 based on the admin fee and rate structures displayed above.

Project Implications: None

Community Issues/Concerns: None

Agenda Item No.: 21-0649 **Meeting Date:** 9/1/2021

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0618	8/7/19	per approved admin fees (Anthem) and approved tiered rates (Kaiser)
1st Renewal	20-0841	11/18/2020	per approved admin fees (Anthem) and approved tiered rates (Kaiser)
2nd Renewal			
Total Revised Amount			

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

(A)
Contract Value: **Self-insured HMO Plan**
Prime Vendor: **Anthem**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **Self-insured HMO Plan**

Subcontractor: **SCR Consulting**
Subcontractor Status: **African American Male Business Enterprise- Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **Rate per employee**

Subcontractor: **Aegias Corporation**
Subcontractor Status: **African American Male Business Enterprise- Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **Rate per employee**

Subcontractor: **Resurgens Risk Management**
Subcontractor Status: **African American Male Business Enterprise- Non-Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **Rate per employee**

Total Contract Value: **Self-insured HMO Plan**
Total M/FBE Value: **TBD**

(B)
Contract Value: **Plan Rates As Specified**
Prime Vendor: **Kaiser Permanente**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **Plan Rates As Specified**

Subcontractor: **All Supply Company**
Subcontractor Status: **African American Male Business Enterprise- Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **TBD**

Subcontractor: **Copy One**
Subcontractor Status: **African American Male Business Enterprise- Non-Certified**
Location: **Powder Springs, GA**
County: **Cobb County**
Contract Value: **TBD**

Subcontractor: **Americare**
Subcontractor Status: **African American Female Business Enterprise- Non-Certified**
Location: **Norcross, GA**
County: **Gwinnett County**
Contract Value: **TBD**

Subcontractor: **Interprint Communication**
Subcontractor Status: **Hispanic Female Business Enterprise- Non-Certified**
Location: **Decatur, GA**
County: **Dekalb County**
Contract Value: **TBD**

Subcontractor: **Union Latina, Inc.**
Subcontractor Status: **Non-Minority**
Location: **Norcross, GA**
County: **Gwinnett County**
Contract Value: **TBD**

Total Contract Value: **Plan Rates As Specified**
Total M/FBE Value: **TBD**

Agenda Item No.: 21-0649 **Meeting Date:** 9/1/2021

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: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Reports

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

Ray Turner, Deputy Finance Director, 404-612-7737

Melissa Barnett, Employee Benefits Manager, Finance Department 404-612-4243

Contract Attached

Yes

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:

426-999-P003-1560: Group Insurance Stabilization, General Fund, Administrative

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment:	**Renewal/Extension Terms**: 2 of Four Renewals

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2022	**12/31/2022**

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Employee Benefits Health Plan (Medical)

BID/RFP# NUMBER: 19-RFP060519C-MH

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL PERIOD: FROM: January 1, 2022 - December 31, 2022

RENEWAL OPTION #: 2

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: Base Admin Fee 40.34 per enrollee per month

COMPANY'S NAME: Anthem of Georgia, Inc.

ADDRESS: 3350 Peachtree Road

CITY: Atlanta

STATE: Georgia

ZIP: 30326

SIGNATURES: SEE NEXT PAGE

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	**[ANTHEM OF GEORGIA INC]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**PRINT NAME** **(CEO, President, Vice President)**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Hakeem Oshikoya. Finance Director **Finance**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Employee Benefits Health Plan (Medical)

BID/RFP# NUMBER: 19-RFP060519C-MH

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL PERIOD: FROM: January 1, 2022 - December 31, 2022

RENEWAL OPTION #: 2

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: 2022 Tiered premium rates below:

ENROLLEE TYPE	COVERAGE LEVEL	2021 RATES	2022 PROPOSED RATES
Active Employees	Employee Only	565.93	$605.52
	Employee +1	1,081.83	1,157.52
	Family	1,410.35	1,509.02
Pre-65 Retirees Non-Medicare	Employee Only	766.93	$820.58
	Employee +1	1,466.06	1,568.63
	Family	1,957.81	2,094.78

COMPANY'S NAME: Kaiser Foundation Health Plan of Georgia, Inc.

ADDRESS: 3495 Piedmont Road NE

CITY: Atlanta

STATE: Georgia

ZIP: 30305

SIGNATURES: SEE NEXT PAGE

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	**[KAISER FOUNDATION HEALTH PLAN OF GEORGIA INC]**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**PRINT NAME** **(CEO, President, Vice President)**
ATTEST:	**ATTEST:**
Tonya R. Grier **Clerk to the Commission**	**Secretary/** **Assistant Secretary**
(Affix County Seal)	**(Affix Corporate Seal)**
AUTHORIZATION OF RENEWAL:	**ATTEST:**
Hakeem Oshikoya. Finance Director **Finance**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	**August 23, 2020**
Department:	FINANCE
Contract Number:	19-RFP060519C-MH
Contract Title:	Employee Healthcare Benefit Plan with (A) Blue Cross Blue Shield of Georgia (Atlanta, GA) 'Self- insured POS and HSA" and (B) Kaiser Permanente (Atlanta, GA) "Fully Insured HMO" to provide Medical and Pharmacy benefits to Fulton County eligible active employees, retirees and beneficiaries.

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.**

All healthcare contracts went through a formal RFP procurement for plan year beginning 1/1/2020, with four annual renewal options to ensure that Fulton was partnering with the quality and effective vendor partners. Due to the nature of this contract and the level of expertise needed, it would not be feasible or cost effective for the medical plan administrative services to be brought in-house.

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:**

The competitive bid process during the last procurement that was effective 1/1/2020 included negotiations for value added services. The 2022 plan year will exercise the second of four renewal option of the contract cycle.

☐ **Internet search of pricing for same product or service:**

Date of search:	RFP Review Process
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:

Click here to enter text.

☐ **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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **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?**

Anthem - $57,364,306.06

Kaiser - $27,040,000.98

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.**

   Adequate expertise, staffing levels and resources do not exist in-house to administer the types of services required.

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

   Inability to administer plan designs and other contract requirements for medical and pharmacy benefits to eligible employees, retirees, beneficiaries and covered dependents.

Melissa Barnett, Benefits Manager	August 23, 2021
Prepared by	**Date**
Hakeem Oshikoya, Finance Director	August 23, 2021
Department Head	**Date**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021

PO Number		PO Date

Department	Finance
Bid Number	19-RFP060519C-MH
Service Commodity	Employee Healthcare Benefits
Contractor	Anthem (BCBS)

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

○ 0 ○ 1 ○ 2 ◉ 3 ○ 4

Comments:
Vendor administers a quality medical and pharmacy plans for active employees, retirees and their enrolled dependents. Plan design and reporting meets our expectation and we are generally satisfied with the plan administration.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

○ 0 ○ 1 ○ 2 ◉ 3 ○ 4

Comments:
The vendor achieves the contract requirements in a timely manner. Performance guarantees are in place and are generally adhered to.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

○ 0 ○ 1 ○ 2 ○ 3 ◉ 4

Comments:
The vendor has assigned dedicated account representatives to respond to Fulton's concerns. The representatives are responsive and generally respond within 24 hours. Concerns are resolved and handled in an urgent and timely manner.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

○ 0 ○ 1 ○ 2 ◉ 3 ○ 4

Comments:
The vendor has met the County's expectations, specifications and remained within the assigned budget.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

○ 0 ○ 1 ○ 2 ○ 3 ◉ 4

Comments:
Key Personnel are generally available as needed, responsive and efficient.

Overall Performance Rating:	3.4	
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No	Rating completed by:	melissa.barnett

Department Head Name	Department Head Signature	Date
Ray Turner for Hakeem Oshikoya	Ray Turner	8/23/2021

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021

PO Number		PO Date

Department	Finance
Bid Number	19-RFP060519C-MH
Service Commodity	Employee Healthcare Benefits
Contractor	Kaiser Permanente

0 = Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
1 = Poor	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.
2 = Satisfactory	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.
3 = Good	Achievescontract 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.
4 = Excellent	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.

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 1 2 3 (4)

Comments:
Overall, vendor administers a quality medical, pharmacy, wellness and disease management plans for active employees, pre-65 (Non-Medicare) retirees and their enrolled dependents. Plan design is administered according to the Board of Commissioners approval.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 1 2 (3) 4

Comments:
The vendor generally achieve the contract requirements in a timely manner. Performance guarantees are in place and they are generally adhered to.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 1 2 3 (4)

Comments:
The vendor has assigned dedicated representatives to respond to Fulton's concerns. Response time have improved on time-sensitive matters.

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

0 1 2 (3) 4

Comments:
The vendor has met the County's expectations, specifications and remained within the assigned budget. Vendor invoicing continues to improve.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

0 1 2 3 (4)

Comments:
Key Personnel are available as needed and generally very responsive.

Overall Performance Rating:	3.6		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) (•) Yes ( ) No		Rating completed by:	melissa.barnett
Department Head Name	Department Head Signature		Date
Ray Turner for Hakeem Oshikoya	Ray Turner		8/23/2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0650 **Meeting Date:** 9/1/2021

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, 20ITB125327C-CG, Portable Moving and Storage Unit Rental, in an amount not to exceed $22,000.00 with Units Atlanta, LLC d/b/a CLR Solutions (Austell, GA) to provide portable moving and storage unit rental. This action excises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

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 *(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: This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provide portable storage units rental to include pickup and delivery at various Fulton County locations as required.

- Requested size of portable storages are:
  - Portable Storage unit 8'HX16"LX8'W
  - Portable Storage unit 8'HX12"LX8'W
- Delivery Locations:
  - 3929 Aviation Circle, Building C, Atlanta, Georgia 30336
  - 3977 Aviation Circle, Atlanta, Georgia 30336
  - 1636 Connally Drive, East Point. Georgia 30344
  - 4700 Martin Luther King Drive, Atlanta, Georgia 30336

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the 2nd renewal of existing contract to provide portable moving and storage unit rental for various County facilities for fiscal year 2022.

Historical Expenditures:

- FY2021: The County expenditures as of 7/20/21, $5,599.00
- FY2020: The County has spent $ 5,397.00
- FY2019: The County has spent $10,716.00
- FY2018: The County has spent $7,472.00 using requisition under $2,499.00

Project Implications: This contract is critical for providing necessary portable moving and temporary storage unit rental for various County facilities.

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

Department Issues/Concerns: If this renewal contract is not approved, there will be a delay in the providing portable moving and storage rental for County-wide facilities.

Contract Modification Yes, see below chart.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	20-0616	9/2/20	$45,397.60
1st Renewal	20-0870	12/2/20	$22,000.00
2nd Renewal			**$22,000.00**
Total Revised Amount			$89,397.60

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

Contract Value: **$22,000.00**
Prime Vendor: **Units Atlanta, LLC**
Prime Status: **Non-Minority**
Location: **Austell, GA**
County: **Cobb County**
Prime Value: **$22,000.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$22,000.00 or 100.00%**
Total M/FBE Value: **$-0-**

Exhibits Attached

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

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:	$45,397.60
Previous Adjustments:	$22,000.00
This Request:	$22,000.00
TOTAL:	$89,397.60

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:

100-520-5222-1120; General, Real Estate and Asset Management, Rental.- $22,000.00, "Subject to availability of funding adopted for FY2022 by BOC"

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: **Real Estate and Asset Management**

BID/RFP# NUMBER: 20ITB125327C-CG

BID/RFP# TITLE: Portable Moving and Storage Unit- Rental

ORIGINAL APPROVAL DATE: 9/2/2020

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 **THROUGH:** 12/31/2022

RENEWAL OPTION #: **2 OF 2**

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 22,000.00

COMPANY'S NAME: Units Atlanta, LLC. d/b/a **CLR Solutions**

ADDRESS: 555 riverside pkwy

CITY: Austell

STATE: GA

ZIP: 30168

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: 20ITB125327C-CG

FULTON COUNTY, GEORGIA	**Units Atlanta, LLC.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Jason C Lutes** **General Manager**
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 **Real Estate and Asset Management**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date:	**June 29, 2021**
Department:	**Real Estate and Asset Management**
Contract Number:	**Bid ITB 20ITB125327C-CG**
Contract Title:	Portable Moving and Storage Unit- Rental

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.**

   DREAM has reduced its number of rental storage units throughout the county.

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 29, 2021
Price found:	**$219.00**
Different features / Conditions:	**Identical**
Percent difference between internet price and renewal price:	**Internet Price 10% More**

Explanation / Notes:

☒ **Market Survey of other jurisdictions:**

Date contacted:	June 29, 2021
Jurisdiction Name / Contact name:	**Fayette County**
Date of last purchase:	As needed

Price paid:	$0.00
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	0%
Are they aware of any new vendors?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	Call never returned for information gathering purpose.

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?**

   $4,237.00.00 in FY2020

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?**

DREAM would not have the availability to provide supplemental storage space to the department or its customers.

Calvin Gamble, Material Management Manager — June 29, 2021

Department Head — **Date**

Joseph N Davis, Director — 7/22/2021

Department Head — **Date**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period E
4/1/21	6/30/21	1/1/21	12/31/21

PO Number	PO Date
21SC128556-CG	1/1/21

Department	DREAM
Bid Number	20ITB125327C-CG
Service Commodity	Portable Moving and Storage Unit- Rental
Contractor	CLR Solutions

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

- ○ 0
- ○ 1
- ○ 2
- ○ 3
- ◉ 4

Comments:

This vendor provided all new storage equipment on site at the agreed upon date and time

2. Timeliness of Proformance Milestones Met Per

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
The vendor respond to all calls for pickup and delivery of storage containers as soon as they are notified.

3. Business Relations (Responsiveness to Inquires-Prompt Problem Notification)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
The prompt response to all request made by this section is excellent.

4. Customer Satisfaction Met End User Quality Expectations-Met Specifications-Within Budget-Proper Invoicing-No Substitutions.

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
The vendor meets all the expectations and specifications provided by the customer.

5. Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
This vendor's personnel is customer focused and has excellent customer service skills.

Overall Performance Rating: 4.0		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ● Yes ○ No	Rating completed by:	
Department Head Name	Department Head Signature	Date
Joseph Davis		7/2/2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0651 **Meeting Date:** 9/1/2021

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, 20ITB125973C-CG, Electronic Equipment Recycling Services, with NOVUS Solutions, LLC (Marietta, GA) to provide electronic equipment recycling services for Fulton County. This is a revenue generating contract. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

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 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 *(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: This contract allows the County to adhere to state law regarding recycling services of salvaged electronic equipment for the Department of Real Estate and Asset Management on an "as needed basis". This is a revenue generating contract and the anticipated revenue for FY2022 is $15,000.00. The scope of work includes:

- All transportation services, storage containers, materials, equipment, technical and management support, personnel required to perform the services requested by the County.

- Pick up and delivery by the Contractor to an approved and licensed recycling facility. At the facility, the computers shall be disassembled, reclaimed and prepared for marketing as a raw material in a manner that constitutes recycling as defined by and in strict adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA and Fulton County environmental regulations, and any and all applicable federal, state and local governmental entities. All recycling services shall meet and comply with all standards of EPA's Resource Conservation and Recovery Act (RCRA).

- Certification by either Responsible Recycling Practices (R2) or e-stewards. Additionally, vendor must be ISO 14001 and OHSAS 18001 certified. Copy of certification is required with submittal of quote.

- Providing the County, within thirty (30) days after pickup of computers and equipment, a "Certification of Destruction & Recycling" document, confirming that all data storage devices have been erased or destroyed to adhere to either NIST 800-88 or highest NAID standards. No computer equipment or recycled material is to be disposed of in a landfill.

- All equipment used by the Contractor to collect, store, containerize, transport and otherwise handle computer related hazardous waste shall meet all federal, state and local requirements. Appropriate vehicles must be used to collect and transport the computers and the vehicles must display appropriate placards and decals. The Contractor shall provide a sufficient number of DOT approved collection containers for the safe collection, storage and shipment of the computers. The containers shall display all appropriate warning labels, and/or decals.

- The collection containers shall be the forty (40) cubic yard, open-top, roll-off, or trailer type container. When a service call is placed to empty/replace/remove container, vendor must respond within twenty-for (24) hours from time of call.

- The vendor will be responsible for sorting any and all electronic equipment that is placed in the container.

- The vendor shall be able to provide a minimum of (2) two containers to be placed in various locations in Fulton County. The County may request additional containers during mass computer replacement cycles.

- The following items are some example of electronic equipment scrap that will be discarded:

  - Computers
  - Laptops

- Computer Monitors
- Keyboards
- Mice
- Scanners
- Printers
- Hard Drives
- Tape Drives
- Typewriters
- Fax Machines
- Calculators

- Fulton County's IT Department will remove all hard drives from all salvaged computers delivered to the surplus warehouse. If by chance any computer hard drives were not removed from salvaged computers, the vendor will be responsible for destroying any information left on the hard drives, by certifying that all hard drives left intact with the computers are completed destroyed.

Community Impact: None that the Department is aware of.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to renew the existing contract to provide electronic equipment recycling services on an as needed basis for Fulton County fiscal year 2022.

DREAM anticipates the electronic recycling efforts for FY2022 to generate revenue for the County of $15,000.

DREAM will coordinate and manage the collection of salvaged electronic equipment from all County Departments. Georgia law stipulates that adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA and Fulton County environmental regulations. This contract will allow the County to be compliant these regulations.

Project Implications: This service is critical for recycling services of electronic equipment from County-wide agencies.

Community Issues/Concerns: None that the Department is aware of

Department Issues/Concerns: If this renewal contract is not approved, the County will not be able to provide electronic equipment recycling services with revenue generation.

Contract Modification Yes, see charts below

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	20-0892	12/2/20	Revenue Generating
1st Renewal			**Revenue Generating**
Total Revised Amount			Revenue Generating

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

Contract Value: **Revenue Generating**
Prime Vendor: **NOVUS Solutions, LLC**
Prime Status: **Non-Minority**
Location: **Marietta, GA**
County: **Cobb County**
Prime Value: **Revenue Generating**

Total Contract Value: **Revenue Generating**
Total M/FBE Value: **$-0-**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3**:** Contractor Performance Report

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:
Previous Adjustments:
This Request: Revenue Generating
TOTAL: Revenue Generating

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:

All revenue will be deposited into 100-520-5201-6325: General, Real Estate and Asset Management, Revenue

Key Contract Terms	
Start Date: 1/1/2022	**End Date: 12/31/2022**
Cost Adjustment:	**Renewal/Extension Terms**: O Renewal Option Remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**
7/28/2021

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: **Real Estate and Asset Management**

BID/RFP# NUMBER: 20ITB125973C-CG

BID/RFP# TITLE: Electronic Equipment Recycling Services

ORIGINAL APPROVAL DATE: 12/2/2020

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 THROUGH :12/31/2022

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 15,000 (expected revenue)

COMPANY'S NAME: NOVUS Solutions, LLC

ADDRESS: 925 Industrial Park Drive

CITY: Marietta

STATE: GA

ZIP: 30062

This Renewal Agreement No. 1 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: 20ITB125973C-CG

FULTON COUNTY, GEORGIA	**NOVUS SOLUTIONS, LLC**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**John F. Flynn** **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 (DREAM)**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

Contract Renewal Evaluation Form

Date: 7/2/21	Click here to enter a date.
Department:	**Real Estate and Asset Management**
Contract Number:	20ITB125973C-CG
Contract Title:	Electronic Equipment Recycling 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.**

   This contract allows the county to adhere to state law regarding recycling services of salvaged electronic equipment for the department of Real Estate and Asset Management on a contract "as needed basis".

Revenue Generator no expense.

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:	July 2, 2021
Price found:	**$40.00**
Different features / Conditions:	**Identical**
Percent difference between internet price and renewal price:	**Internet Price is 21% less than revenue FC Receives.**

Explanation / Notes:

Click here to enter text.

☒ **Market Survey of other jurisdictions:**

Date contacted:	July 2, 2021
Jurisdiction Name / Contact name:	**Atlanta**
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?	☐ **Yes** ☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes** ☐ **No**
How does pricing compare to Fulton County's award contract?	**Calls for information were never returned.**

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?**

   The County received $14,000.00 in revenue FY 2020.

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?**
The Department of Real Estate and Asset Management would not receive revenue for discarded electronics and would also have to pay for recycling of the material and equipment.

Calvin Gamble
Material Management Manager, DREAM

July 6, 2021

Prepared by | **Date**

Joseph N. Davis, Director, DREAM
Department Head

Click here to enter a date.
7/14/2021
Date

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE			
CONTRACTORS PERFORMANCE REPORT SERVICES			
Report Period Start	Report Period End	Contract Period Start	Contract Period E
4/1/21	6/30/21	1/21/21	12/31/21
PO Number			PO Date
Department	DREAM		
Bid Number	20ITB125973C-CG		
Service Commodity	ELECTRONIV RECYCLING		
Contractor	NOVUS SOLUTIONS		

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
This vendor meets all requirements concerning technical specifications required for recycling electronic waste.

2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
The vendor makes all pickups per scheduled agreement.

3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
The prompt response to all request made by this section for scheduled pickups is excellent.

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

○ 0
○ 1
○ 2
○ 3
○ 4

Comments:
The vendor meets all the expectations and specifications of the customer and provided proper documentation for end of life cycle records.

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

○ 0
○ 1
○ 2
○ 3
● 4

Comments:
This vendor's personnel has extensive E waste knowledge and provides valuable advice on the disposal methods.

Overall Performance Rating: 4.0		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ● Yes ○ No	Rating completed by:	
Department Head Name	Department Head Signature	Date
JOSEPH DAVIS		7/2/2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0652 **Meeting Date:** 9/1/2021

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, Bid#19ITBC119850C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies, in the total amount of $98,312.00 with (A) Regency Lighting (Los Angeles, CA) in the amount of $48,250.00; (B) Voss Electric Co. d/b/a Voss Lighting, Inc. (Marietta, GA) in the amount of $39,462.00; (D) Summit Lighting Solutions(Lawrenceville, GA) in the amount of $5,600.00; and (E) E. Sam Jones Distributor, Inc. (Atlanta, GA) in the amount of $5,000.00, to provide ballasts, lamps, light fixtures and related items for Fulton County facilities and parking lots. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022.

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 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 *(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: This contract furnishes ballasts, lamps, light fixtures and related supplies for the Department of Real Estate and Asset Management on an "as needed" basis. Due to standardization

of fixtures and sub-assemblies, the recommended contractors supply manufacturer brands such as GE, Sylvania or Phillips for lamps and Advance, Howard, Sylvania, Universal, Magnetek for ballasts. DREAM maintenance staff is responsible for routine repairs and the preventive maintenance program performed at facilities throughout the County.

Community Impact: These contracts provide the ability to ensure all County facilities are well lighted.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to renew existing contracts to provide ballasts, lamps, light fixtures and related supplies on an "as needed" basis to support the DREAM in-house maintenance staff that is responsible for maintaining selected Fulton County facilities and parking lots for fiscal year 2022.

Historical Expenditures:

- FY2021: The County expenditures as of 7/20/21, $12,203.00
- FY2020: The County has spent $68,290.00
- FY2019: The County has spent $81,970.00
- FY2018: The County has spent $124,896.00

Project Implications: These contracts provide all of the necessary materials, ballasts, lamps, light fixtures and related supplies needed to support the in-house maintenance staff that is responsible for maintaining various Fulton County facilities. Failure to provide the necessary materials and supplies will result in delay of repairs that require immediate attention as well as routine maintenance services.

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 ballasts, lamps, light fixtures and related supplies to the DREAM in-house maintenance staff for routine maintenance services Countywide.

Contract Modification: Yes, see charts below

(A) Regency Lighting

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0918	11/20/19	$76,377.00
1st Renewal	20-0593	9/2/20	$48,250.00
2nd Renewal			**$48,250.00**
Total Revised Amount			$172,877.00

(B) Voss Electric Co.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT

Original Contract Amount	19-0918	11/20/19	$50,918.00
1st Renewal	20-0593	9/2/20	$35,000.00
2nd Renewal			**$35,000.00**
Total Revised Amount			$120,918.00

(D) Summit Lighting Solutions

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0918	11/20/19	$8,468.00
1st Renewal	20-0593	9/2/20	$5,600.00
2nd Renewal			**$5,600.00**
Total Revised Amount			$19,668.00

(E) E. Sam Jones Distributor, Inc.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	19-0918	11/20/19	$2,818.00
1st Renewal	20-0593	9/2/20	$2,000.00
2nd Renewal			**$3,508.00**
Total Revised Amount			$8,326.00

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

Total Contract Value: $98,312.00

(A)
Contract Value: $48,250.00
Prime Vendor: Regency Lighting
Prime Status: Non-Minority
Location: Los Angeles, CA
County: Los Angeles County
Prime Value: $48,250.00 or 100.00%
Subcontractor: None

Total Contract Value: $48,250.00 or 100.00%
Total M/FBE Value: $-0-

(B)
Contract Value: $39,462.00
Prime Vendor: Voss Electric Co. d/b/a Voss Lighting
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County

Prime Value: **$39,462.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$39,462.00 or 100.00%**
Total M/FBE Value: **$-0-**

(D)
Contract Value: **$5,600.00**
Prime Vendor: **Summit Lighting Solutions**
Prime Status: **African American Male Business Enterprise-Non-Certified**
Location: **Lawrenceville, GA**
County: **Gwinnett County**
Prime Value: **$2,800.00 or 50.00%**

Subcontractor: **Halco Lighting Technologies**
Subcontractor Status: **Non-Minority**
Location: **Norcross, GA**
County: **Gwinnett County**
Sub Contract Value: **$2,800.00 or 50.00%**

Total Contract Value: **$5,600.00 or 100.00%**
Total M/FBE Value: **$2,800.00 or 50.00%**

(E)
Contract Value: **$5,000.00**
Prime Vendor: **E. Sam Jones Distributor, Inc.**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$5,000.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$5,000.00 or 100.00%**
Total M/FBE Value: **$ -0-**

Grand Contract Value: **$98,312.00 or 100.00%**
Grand M/FBE Value: **$2,800.00 or 2.85%**

Exhibits Attached:

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractors Performance Reports

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

Agenda Item No.: 21-0652 **Meeting Date:** 9/1/2021

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:	$149,904.00
Previous Adjustments:	$98,312.00
This Request:	$98,312.00
TOTAL:	$346,528.00

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:

100-520-5221-1450: General, Real Estate and Asset Management, Maintenance Supp. - $98,312
“Subject to availability of funding adopted for FY2022 by BOC”

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment:	**Renewal/Extension Terms**: N renewal option remains

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

1/1/2022	**12/31/2022**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 19ITBC119850C-GS (A)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Supplies

ORIGINAL APPROVAL DATE: 11/20/2019

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 THROUGH: 12/31/2022

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 48,250.00

COMPANY'S NAME: Regency Lighting

ADDRESS: 333 South Grand Avenue Suite 800

CITY: Los Angeles

STATE: CA

ZIP: 90071

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: 19ITBC119850C-GS (A)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph N. Davis, Director
Department of Real Estate and Asset Management (DREAM)

Regency Lighting

David Poibal
Sales Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 19ITBC119850C-GS (B)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Supplies

ORIGINAL APPROVAL DATE: 11/20/2019

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 THROUGH: 12/31/2022

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 35,000.00

COMPANY'S NAME: Voss Electric Co. d/b/a Voss Lighting, Inc.

ADDRESS: 2129 Northwest Pkwy SE Suite 129

CITY: Marietta

STATE: GA

ZIP: 30067

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: 19ITBC119850C-GS (B)

FULTON COUNTY, GEORGIA	**VOSS ELECTRIC CO.**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Daniel Miller** **Sales Manager**
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 (DREAM)**	**Notary Public** **County:_____** **Commission Expires: _____** **(Affix Notary Seal)**

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

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 19ITBC119850C-GS (D)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Supplies

ORIGINAL APPROVAL DATE: 11/20/2019

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 THROUGH: 12/31/2022

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $ 5,600.00

COMPANY'S NAME: Summit Lighting Solutions

ADDRESS: 3295 Kylee Dawn Circle

CITY: Lawrenceville

STATE: GA

ZIP: 30045

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: 19ITBC119850C-GS (D)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph N. Davis, Director
Department of Real Estate and Asset Management (DREAM)

Summit Lighting Solutions

James Warren
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**



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 19ITBC119850C-GS

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Supplies (E)

ORIGINAL APPROVAL DATE: 11/20/2019

RENEWAL EFFECTIVE DATES: FROM: 1/1/2022 THROUGH: 12/31/2022

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $3,508

COMPANY'S NAME: E. Sam Jones Distributor, Inc.

ADDRESS: 4898 S. Atlanta Rd SE

CITY: Atlanta

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: 19ITBC119850C-GS (E)

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

Joseph N. Davis, Director
Department of Real Estate and Asset Management (DREAM)

E. Sam Jones Distributor, Inc.

Randy Lagod,
Vice 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**

Contract Renewal Evaluation Form

Date:	**July 7, 2021**
Department:	**Real Estate and Asset Management**
Contract Number:	Bid#19ITBC119850C-GS
Contract Title:	Ballasts, Lamps, Light Fixtures and Related Supplies

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.**

This contract furnishes ballasts, lamps, light fixtures and related supplies for the Department of Real Estate and Asset Management on an "as needed" basis. Due to standardization of fixtures and sub-assemblies, the recommended supply manufacturer brands such as GE, Sylvania or Phillips for lamps and Advance, Howard, Sylvania, Universal, Magnetek for ballasts. The DREAM maintenance staff is responsible for routine repairs and the preventive maintenance program performed at facilities throughout the County.

Retrofit lighting with LED fixtures and lamps.

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:	July 8, 2021
Price found:	1.65
Different features / Conditions:	Identical
Percent difference between internet price and renewal price:	Internet price 12% higher.

Explanation / Notes:

Click here to enter text.

☒ **Market Survey of other jurisdictions:**

Date contacted:	July 8, 2021
Jurisdiction Name / Contact name:	**Dekalb County**
Date of last purchase:	May 12, 2021
Price paid:	**$1.89**
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?	☐ Yes ☒ No
Are they aware of a reduction in pricing in this industry?	☐ Yes ☒ No
How does pricing compare to Fulton County's award contract?	**8% Higher**

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?**

   $68,290.00 in FY2020

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?**

If these renewal contracts are not approved, the department will not be able to provide ballasts, lamps, light fixtures and related supplies to the DREAM in-house maintenance staff for routine maintenance services countywide

Calvin Gamble, Material Management Manager

Prepared by

7-12-21

Date

Joseph N. Davis, Director

Department Head

7-12-21

Date

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

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
7/1/2021	9/30/2021	1/1/2021	12/31/2021

Purchaser Order Number	Purchase Order Date
DO #021921-281	2/19/2021

Department	
Department of Real Estate and Esset Management	
Bid Number	Service Commodity
19ITBC119850C-GS	BALLAST, Lapms & LIGHT FIXTURES
Contractor	
E. SAM JONES DIST.	

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
2 = Satisfactory	Archives 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.
3 = Good	Archives 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
4 = Excellent	Archives 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.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

○	0	All material received meets specifications provided to the vendor.
○	1	
○	2	
○	3	
◉	4	

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

○	0	All deliveries are made per contract agreement.
○	1	
○	2	
○	3	
◉	4	

3. Business Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
○ 0 ○ 1 ○ 2 ○ 3 ◉ 4	This vendor is responsive to all requirements made by this section, as well as inquiries about price quotes for lighting products,

4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
0 1 ○ 2 ○ 3 ◉ 4	Material provided meets pecifications as well as end user expectations. This vendor provides quality material at reasonable prices.

5. Contractors Key Personnel	(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
○ 0 ○ 1 ○ 2 ○ 3 ◉ 4	This vendor's personnel provides excellent service and have extensive knowledge of the | products they provide.

Overall Performance Rating	4.00	Date	
Would you select/recommend this vendor again?		☐ Yes	☐ No
Rating completed by:	Calvin Gamble		
Department Head Name:	Joseph N. Davis		
Department Head Signature			

After completing the form:
Submit to Purchasing
Print a copy for your records
Save the form

Submit Print Save

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

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End

Purchaser Order Number	Purchase Order Date

Department

Bid Number	Service Commodity

Contractor

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
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4 = Excellent	Archives 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.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

	0
	1
	2
	3
	4

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

	0
	1
	2
	3
	4

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
Submit to Purchasing
Print a copy for your records
Save the form

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

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End

Purchaser Order Number	Purchase Order Date

Department

Bid Number	Service Commodity

Contractor

Performance Rating

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1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

	0
	1
	2
	3
	4

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

	0
	1
	2
	3
	4

3. Business Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
	0
	1
	2
	3
	4

4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0
	1
	2
	3
	4

5. Contractors Key Personnel	(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0
	1
	2
	3
	4

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
Submit to Purchasing
Print a copy for your records
Save the form

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

CONTRACTORS PERFORMANCE REPORT

GOODS AND COMMODITIES

Report Period Start	Report Period End	Contract Period Start	Contract Period End

Purchaser Order Number	Purchase Order Date

Department

Bid Number	Service Commodity

Contractor

Performance Rating

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1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

	0
	1
	2
	3
	4

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

	0
	1
	2
	3
	4

3. Business Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
	0
	1
	2
	3
	4

4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0
	1
	2
	3
	4

5. Contractors Key Personnel	(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0
	1
	2
	3
	4

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
Submit to Purchasing
Print a copy for your records
Save the form

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0653 **Meeting Date:** 9/1/2021

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew existing contracts - Department of Public Works, 20RFP124470K-DB, TSPLOST Program Management Services in an amount not to exceed $114,600.00 with Goodwyn, Mills and Cawood, Inc. (GMC), to provide program management consulting services for the remainder of the TSPLOST Program. This action exercises the first of two renewal options. One renewal option remains. Effective August 28, 2021 through August 29, 2022.

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)*
Infrastructure and Economic Development

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: With the retirement of the former Fulton County employee managing the TSPLOST program in 2020, GMC was retained to provide the services to ensure Fulton County remains in

compliance with the state requirements while the individual cities have managed the specific transportation improvement projects.

The GMC consultant team has been responsible for the following major work elements:

A. Capital Project Tracking

1. All transportation improvement projects are managed by each individual city. However, Fulton County has teamed with software provider, Socrata, to establish a web-based database for each city to enter their current project status.

2. GMC has been responsible in ensuring that the information entered into the database is accurate and timely by the individual cities. Additionally, the consultant has worked with those cities which do not have accurate information entered into the database.

B. Monthly Financial Distribution

1. The State Department of Revenue proceeds the sales tax proceeds directly to each city on a monthly basis. The consultant records the monthly amounts received by each city to ensure that the proceeds are consistent with the terms of the IGA.

2. Any inconsistencies in tax proceeds is immediately brought to the attention of the affected city and Fulton County.

C. Citizen Oversight Council Meetings

1. Each City has appointed a citizen to represent the City on an oversight council. The Council is required to meet at least twice a year and is generally responsible for bringing concerns about how the TSPLSOT program is being managed to Fulton County.

2. GMC is responsible for coordinating and facilitating these meetings.

3. Additionally, an annual meeting with all of the City's Public Works' or Transportation Directors is held in December to review the individual City's progress in completing projects within their city. GMC is also responsible for coordinating and facilitating these meetings.

D. Annual audit of the TSPLOST Program

1. SB369 requires Fulton County to conduct an annual audit of the program and to publish the results in the local newspaper.

2. The actual audit is conducted by a contractor hired by the Fulton County Finance Department and is not a part of the responsible of GMC. However, it is the responsibility of GMC to receive the results from the audit and prepare and publish the annual report as required.

Additionally, GMC is assisting Fulton County in coordinating the project lists selected by the individual cities. If the renewal of the TSPLOST referendum occurs in November by the Fulton County, outside of the City of Atlanta, voters, GMC will assist in the set-up of the capital database used in the management of the TSPLOST 2022-2027 Program.

Community Impact: There is no direct impact to the community with this program management

contract. However, indirectly, the proper management of the TSPLOST program is necessary to meet all state requirements and is vital for the possible continuation of the TSPLOST program after March 31, 2022.

Department Recommendation: The Department recommends approval.

Project Implications: Without proper TSPLOST program management, Fulton County will not be in compliance with the state requirements in place to allow for this collection of additional sales tax for transportation improvements.

Community Issues/Concerns: None have been raised by the Community to Public Works.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the proposed scope of work presented by the consultant.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0557	8/5/2020	$114,600.00
1st Renewal			**$114,600.00**
Total Revised Amount			$229,200.00

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

Contract Value: **$114,600.00**
Prime Vendor: **Goodwyn, Mills and Cawood, Inc. (GMC)**
Prime Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$114,600.00 or 100.00%**

Total Contract Value: **$114,600.00 or 100.00%**
Total M/FBE Value: **$-0-**

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contractor Performance Report
Exhibit 3: Contract Renewal Evaluation Form
Exhibit 4: TSPLOST PM Renewal Request letter

Contact Information

David Clark, P.E., Director, Public Works, (404) 612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$114,600.00
Previous Adjustments:	$0.00
This Request:	$114,600.00
TOTAL:	$229,200.00

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:

308-540-5401-1160: TSPLOST, Public Works, Professional Services - $114,600.00

Key Contract Terms	
Start Date: 8/28/2021	**End Date:** 8/29/2022
Cost Adjustment: .	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
9/1/2020	8/31/2021

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: PUBLIC WORKS

BID/RFP# NUMBER: 20RFP124470K-DB

BID/RFP# TITLE: TSPLOST Program Management Services

ORIGINAL APPROVAL DATE: 8/5/2020

RENEWAL EFFECTIVE DATES: execution of contract for the period of 365 days

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $114,600.00

COMPANY'S NAME: Goodwyn, Mills and Cawood, Inc.

ADDRESS: 6120 Powers Ferry Rd., NW, Suite 350

CITY: Atlanta

STATE: GA

ZIP: 30339

This Renewal Agreement No. 1 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	**[INSERT COMPANY NAME]**
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 **Department of Public Works**	**Notary Public**
	County:_____
	Commission Expires: _____
	(Affix Notary Seal)

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

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

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End

Purchaser Order Number	Purchase Order Date

Department

Bid Number	Service Commodity

Contractor

Performance Rating

0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.
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4 = Excellent	Archives 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.

1. Quality of Goods/Services	(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification

	0
	1
	2
	3
	4

2. Timeliness of Performance	(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)

	0
	1
	2
	3
	4

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
	0	
	1	
	2	
	3	
	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
Submit to Purchasing
Print a copy for your records
Save the form

Contract Renewal Evaluation Form

Date:	8/16/2021
Department:	Public Works
Contract Number:	20RFP124470K-DB
Contract Title:	TSPLOST Program Management 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.**

None. They have exceeded expectations during the first year while expending less than 70% of the contractual amount.

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:**

X **Internet search of pricing for same product or service:**

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

Not applicable. **Under the state law governing TSPLOST, Fulton County must perform this program management either by consultant or by staff.**

☐ **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?	☐ **Yes**	☐ **No**
Are they aware of a reduction in pricing in this industry?	☐ **Yes**	☐ **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?**

   $63,030 (through July 31, 2021)

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

   Was it part of the initial contract? ☐ **Yes** Ⅹ **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?**

   Under the state law governing TSPLOST, Fulton County must perform this program management either by consultant or by staff. If this contract is not renewed, then Fulton County would have to re-advertise for services or hire additional staff.

David Clark	8/16/2021
Prepared by	**Date**
	8/16/2021
Department Head	**Date**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0654 **Meeting Date:** 9/1/2021

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of COVID-19 Operational Response Update.

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 Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0655 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

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

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: Attached is a list of emergency procurements for the County for the period 8/7/2021 through 8/24/2021.

Contract Modification

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: List of County Emergency Procurements

Contact Information *(Type Name, Title, Agency and Phone)*
Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Pamela Roshell, PhD, Deputy COO, Health & Human Services, (404) 612-1243

Contract Attached
No

Previous Contracts
No

Total Contract Value

Original Approved Amount:	0.00
Previous Adjustments:	0.00
This Request:	0.00
TOTAL:	0.00

Grant Information Summary

Amount Requested:	0.00
Match Required:	0.00
Start Date:	0.00
End Date:	0.00
Match Account $:	0.00

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

Fiscal Impact / Funding Source

Funding line to be identified at time of request by Finance Department

FULTON COUNTY EMERGENCY PROCUREMENTS 8/6/2021 - 8/24/2021						
EMERGENCY EXPENDITURE RESERVE FUND						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			TOTAL			**$0.00**

EMERGENCY RENTAL ASSISTANCE PROGRAM						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/12/2021	Professional services related to program administration, adjudication and processing of rental assistance applications for the Emergency Rental Assistance Program, Phase 2 as part of COVID-19 response.	Community Development	Postlethwaite & Netterville	Majority	ERP2	$568,810.00
8/12/2021	Professional services related to program administration, adjudication and processing of rental assistance applications for the Emergency Rental Assistance Program, Phase 2 as part of COVID-19 response.	Community Development	Postlethwaite & Netterville	Majority	ERP3	$429,217.00
			TOTAL			**$998,027.00**

FEMA						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/11/2021	To extend the existing MOU for an additional two month period beginning August 1, 2021 through September 30, 2021	AFCEMA	Community Organized Relief Effort (“CORE”)	Non-Profit	FEMA	$1,100,477.10
			TOTAL			**$1,100,477.10**

AMERICAN RESCUS PLAN COVID RESPONSE						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/11/2021	To support the delivery of essential community services relating to food insecurity and other economic assistance to Fulton County residents	Community Development	Dillion's Catering		ARP	$12,536.16
8/12/2021	Professional services related to program administration, adjudication and processing of rental assistance applications for the Emergency Rental Assistance Program, Phase 2 as part of COVID-19 response.	Community Development	Postlethwaite & Netterville	Majority	ARP	$5,959,084.00
			TOTAL			**$5,971,620.16**

Funding Source Legend

EERF	**Emergency Expenditure Reserve Fund**
FEMA Reimb	**FEMA Reimbursement**
ERAP	**Emergency Rental Assistance**
ARP	**American Rescue Plan**

Certified Firms	**$12,536.16**	**0.21%**
GRAND TOTAL	**$8,070,124.26**	
TOTAL SPEND 2021	**$25,541,294.38**	
TOTAL PARTICIPATION SPEND 2021	**$9,957,124.55**	**38.98%**

Certification Classification Legend

ABE	**Asian Business Enterprise**
DBE	**Disadvantage Business Enterprise**
FBE	**Female Business Enterprise**
MBE	**Minority Business Enterprise**
SBE	**Small Business Enterprise**
SDVBE	**Services Disable Veteran Business Enterprise**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0656 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action
Presentation, review and approval of September 1, 2021 Budget Soundings

Requirement for Board Action
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

The September 1, 2021 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2021 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 FY2021 Adopted Budget. The requested changes will be funded within the existing department's budget and will not result in any budget adjustments.

Fulton County Public Library requests an increase in spending authority to offset a 10% annual contract service cost increase with vendor Meltwater, line #149. The increase in spending authority will provide the Library the ability to pay invoices with anticipated future cost increases. No additional funding is being requested.

The Tax Assessor requests an increase in spending authority with vendor Q-Public, line#367, for annual software enhancement and updated service cost. The request in spending authority will allow the department to pay for annual software data updates and services cost increase. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2021

Type	Vendor Name	Product Nam	Description	User Agency	2021 AMLAdopted Budget	Addt'l Amt	Funding Source	Comments
Software	Meltwater	Meltwater	Marker Media monitoring & business intelligence	Fulton County Public Library	$9,000	$2,000	Fulton County Public Library	Increase in spending authority to $11,000

Type	Vendor Name	Product Nam	Description	User Agency	2021 AMLAdopted Budget	Addt'l Amt	Funding Source	Comments
Software	Q-Public	Website Implementatio	Hosting, Maintenance, Support and Upgrades	Tax Assessor	$32,000	$27,000	Tax Assessor	Increase in spending authority to $59,000



SEPTEMBER BUDGET SOUNDINGS

September 1, 2021

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
@BCL@F40F7843

GENERAL FUND:

SEPTEMBER 1, 2021 SOUNDINGS:	Contingency Actions	Non-Contingency Actions
Beginning Contingency as of January 1, 2021:	$1,000,000	$0
Less April Soundings: 4/14/2021	($31,548)	$0
Less April Soundings: 4/21/2021	$0	$0
Less May Soundings: 5/5/2021	$0	$0
Less May Soundings: 5/19/2021	$0	$0
Less June Soundings: 6/2/2021	$0	$0
Less June Soundings: 6/16/2021	$0	$0
Less July Soundings: 7/14/2021	$0	$0
Less August Soundings: 8/4/2021	($123,267)	$0
Less August Soundings: 8/18/2021	($845,185)	$0
Less September Soundings: 9/1/2021	$0	$0
Less September Soundings: 9/15/2021	$0	$0
Less October Soundings: 10/6/2021	$0	$0
Less October Soundings: 10/20/2021	$0	$0
Ending Contingency Balance:	$0	$0

Page #	Department Name & Agency Number	Amount	Amount
	Total Request from Contingency	**$0**	**$0**

Total Fund Impact	**$0**	**$0**

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:
Modify the 2021 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2021									
Item #	**Type**	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2021 AML Adopted Budget**	**Additional Amount**	**Funding Source**	**COMMENTS**
149	Software	Meltwater	Meltwater	Market Media monitoring & business intelligence	Fulton County Public Library	$9,000.00	$2,000.00	Fulton County Public Library	Increase spending authority to $11,000
367	Software	Q-Public	Website Implementation	Hosting, Maintenance, Support and Upgrades	Tax Assessor	$32,000.00	$27,000.00	Tax Assessor	Increase spending authority to $59,000

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2021 Adopted Budget. The requested change will be funded within the existing department's budget and will not result in any budget adjustments.

The Fulton County Public Library request an increase in spending authority to offset a 10% annual contract service cost increase with vendor Meltwater. The increase in spending authority will provide the Library with the ability to pay invoices with anticipated future cost increases. No additional funding is being requested.

The Tax Assessor requests an increase in spending authority with vender Q-Public for annual software enhancement and updated service cost. The request in spending authority will allow the department to pay for annual data software updates and service cost increases. No additional funding is being requested.

Included in Soundings per County Manager's direction.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0657 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of 2022 premium rates for the Medical and Pharmacy, Dental and Vision Plans effective January 1, 2022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Board Policy, benefit plan premiums are approved prior to the beginning of each plan year.

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 Finance Department worked with Segal Consulting to complete the 2022 health plan renewals and premium rate projections. Fulton County currently provides a combination of self-insured and fully-insured Medical & Pharmacy (Rx), Dental and Vision programs to approximately 4,093 employees and 3,309 retirees/beneficiaries. For the fully-insured plan options, the insurance carrier pays claims from their own funds and sets premium rates to support expected claim payments. With the self-insured plans, the carrier administers the plan, but claims are funded by the County. Funding rates must be calculated using historical claims and enrollment data, to which

actuarial sound methodologies and assumptions are applied, and costs and credits associated with administration of the plan are incorporated. The 2022 funding projection assumes no changes in benefit plan design or cost share changes for active employees and retirees. Fully-Insured Premium rates were negotiated for the following products: Kaiser Medical/Rx HMO for active and non-Medicare retirees/beneficiaries, Aetna Medicare Advantage (Basic & Enhanced Plans), Aetna Dental HMO and Kaiser Senior Advantage Plan for Medicare Eligible retirees/beneficiaries. The Finance Department staff, along with our benefits consultants from Segal, met with each vendor and successfully negotiated lower renewal rates for the 2022 plan year resulting in a $484,000 negotiated savings as shown below in Exhibit I below. Fully-insured plans make up 32% of the total medical and pharmacy costs.

EXHIBIT I: FULLY-INSURED PLAN NEGOTIATIONS

Plan	Original Increase	Final Negotiated Increase	Plan and Member Savings
Aetna DHMO	4.0%	"No change"	$26,000
Aetna MAPD Basic Option Enhanced Option	 10.2% 8.7%	 5.3% 5.3%	 $192,000
Kaiser HMO	8.0%	7.0%	$263,000
Kaiser Senior Advantage	-5.0%	-5.0%	$3,000
Total Negotiated Savings			$484,000

Unlike fully insured plans, which charge a defined premium for coverage, claims incurred within the self-insured plans are paid directly by Fulton County. Therefore, the funding rates must be calculated using historical claims and enrollment data, to which actuarial sound methodologies and assumptions

are applied, and costs and credits associated with administration of the plan are incorporated. Self-Insured performed this exercise for the following plans: Anthem Medical/Rx HMO, POS, and HSA for Actives and non-Medicare retirees, Anthem Medical/Rx Medicare HMO, Indemnity, and PPO Plus (closed/grandfathered), Aetna Dental PPO and EyeMed Vision PPO. Adjustments were made to account for anticipated enrollment changes due to the transition of Department of Health employees from the County to the State, and for the anticipated additional positions opened for court backlog staffing. Funding rates are set to support the expected costs generated by members enrolled in the plans. The Fulton finance team expects funding returns from approximately 400 vacant positions. Applying this anticipated additional funding toward the cost of these plans, resulted in the following rate changes for 2022:

EXHIBIT II: SELF-INSURED RENEWAL SUMMARY

Medical/Rx	Funding Change
Active Employees	
Anthem BCBS CDHP/HSA	+1.5%
Anthem BCBS HMO	+1.5%
Anthem BCBS POS	+1.5%
Under 65 Retirees	
Anthem BCBS CDHP/HSA	+1.5%
Anthem BCBS HMO	+1.5%
Anthem BCBS POS	+1.5%
Over 65 Retirees	
Anthem BCBS Medicare HMO	-2.4%
Anthem BCBS MedicareIndemnity	-2.4%
Anthem BCBS Medicare PPO Plus (closed)	-2.4%
Dental	
Aetna Dental PPO	-5.2%
Vision	
EyeMed Vision	-10.3%

PROPOSED CHANGE FOR 2022 Three-tier Vision Rates We are proposing a transition of the vision rates from a "flat rate for all" structure, to a 3-tier structure, to be consistent with the other benefit offerings. The 3-tier structure will eliminate the subsidization of higher tiers by the lower tiers. This will cause the single rate to decrease further, and the dependent tiers to increase. Since vision is a low-cost benefit, the greatest rate increase (family tier) would equate to only $2.69 per month.
EXHIBIT III: **PROJECTED HEALTH INSURANCE PLANS COST** The expected total cost for all of the Plan's products (Medical, Rx, Dental, and Vision) in 2022 is $105.8 million as shown in Exhibit III below. This incorporates all renewals, funding, and the proposed change outlined above.

	Total Cost All Health Benefits	County Cost	Employee Contribution
2022 Total Medical & Pharmacy Cost	$100.6M	$82.3M	$18.3M
2022 Total Dental Cost	$4.2M	$1.8M	$2.5M
2022 Total Vision Cost	$1.0M	$0.5M	$0.4M
2022 Total Health Plan Cost	$105.8M	$84.6M	$21.2

Community Impact: None

Department Recommendation: The Finance Department is recommending approval of the three-tier rate structure for vision rates and the 2022 premium rates for medical, dental and vision as outlined in Exhibit II above. These changes were carefully considered, weighing the financial impact to the plan as well as the financial and logistical impact to the member. Exhibits Attached: Attachment I - Proposed Medical & Rx Rates; Attachment II - Proposed Dental Rates; Attachment III - 2022 Proposed Vision Rates and Attachment IV - Medical & Rx Plan Designs Comparison.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: Approval is needed to begin open enrollment planning including HR/ESS system modifications, preparation and printing of materials, and website and email communications for the upcoming enrollment period scheduled for Monday, September 27th through Friday, October 12th. For retirees, the dates will be Monday, October 4th through Friday, October 22nd. Employee and retiree information meetings will be held virtually, starting the week of September 27th and October 4th respectively.

Attachment I

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
	Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		
ACTIVE EMPLOYEES		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness	
BCBS HSA																
Employee	$671.37	$537.09	$557.09	$134.27	$114.27	$681.45	$545.16	$565.16	$136.29	$116.29	$10.08	$8.07	$8.07	$2.02	$2.02	1.5%
Employee + 1	$1,283.36	$1,026.69	$1,046.69	$256.67	$236.67	$1,302.61	$1,042.09	$1,062.09	$260.52	$240.52	$19.25	$15.40	$15.40	$3.85	$3.85	1.5%
Family	$1,673.11	$1,338.49	$1,358.49	$334.62	$314.62	$1,698.20	$1,358.56	$1,378.56	$339.64	$319.64	$25.09	$20.07	$20.07	$5.02	$5.02	1.5%
Kaiser HMO																
Employee	$565.93	$452.74	$472.74	$113.19	$93.19	$605.52	$484.42	$504.42	$121.10	$101.10	$39.59	$31.67	$31.67	$7.92	$7.92	7.0%
Employee + 1	$1,081.83	$865.46	$885.46	$216.37	$196.37	$1,157.52	$926.02	$946.02	$231.50	$211.50	$75.69	$60.55	$60.55	$15.14	$15.14	7.0%
Family	$1,410.35	$1,128.28	$1,148.28	$282.07	$262.07	$1,509.02	$1,207.22	$1,227.22	$301.80	$281.80	$98.67	$78.94	$78.94	$19.73	$19.73	7.0%
BCBS POS																
Employee	$856.94	$642.70	$662.70	$214.23	$194.23	$869.79	$652.35	$672.35	$217.45	$197.45	$12.86	$9.64	$9.64	$3.21	$3.21	1.5%
Employee + 1	$1,581.60	$1,186.20	$1,206.20	$395.40	$375.40	$1,605.32	$1,203.99	$1,223.99	$401.33	$381.33	$23.72	$17.79	$17.79	$5.93	$5.93	1.5%
Family	$2,146.08	$1,609.56	$1,629.56	$536.52	$516.52	$2,178.27	$1,633.70	$1,653.70	$544.57	$524.57	$32.20	$24.15	$24.15	$8.05	$8.05	1.5%
BCBS HMO																
Employee	$752.21	$601.77	$621.77	$150.44	$130.44	$763.50	$610.80	$630.80	$152.70	$132.70	$11.29	$9.03	$9.03	$2.26	$2.26	1.5%
Employee + 1	$1,388.33	$1,110.66	$1,130.66	$277.67	$257.67	$1,409.14	$1,127.32	$1,147.32	$281.83	$261.83	$20.82	$16.65	$16.65	$4.16	$4.16	1.5%
Family	$1,883.84	$1,507.07	$1,527.07	$376.77	$356.77	$1,912.08	$1,529.66	$1,549.66	$382.42	$362.42	$28.24	$22.59	$22.59	$5.65	$5.65	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2004 & EARLIER RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
UNDER 65		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**	
BCBS HSA																
Employee	$998.99	$899.10	$919.10	$99.90	$79.90	$1,013.98	$912.59	$932.59	$101.40	$81.40	$14.99	$13.49	$13.49	$1.50	$1.50	1.5%
Employee + 1	$1,909.70	$1,718.73	$1,738.73	$190.97	$170.97	$1,938.35	$1,744.51	$1,764.51	$193.83	$173.83	$28.64	$25.78	$25.78	$2.86	$2.86	1.5%
Family	$2,547.96	$2,293.16	$2,313.16	$254.80	$234.80	$2,586.18	$2,327.56	$2,347.56	$258.62	$238.62	$38.22	$34.40	$34.40	$3.82	$3.82	1.5%
Kaiser HMO																
Employee	$766.93	$690.24	$710.24	$76.69	$56.69	$820.58	$738.52	$758.52	$82.06	$62.06	$53.65	$48.29	$48.29	$5.37	$5.37	7.0%
Employee + 1	$1,466.06	$1,319.45	$1,339.45	$146.61	$126.61	$1,568.63	$1,411.77	$1,431.77	$156.86	$136.86	$102.57	$92.31	$92.31	$10.26	$10.26	7.0%
Family	$1,957.81	$1,762.03	$1,782.03	$195.78	$175.78	$2,094.78	$1,885.30	$1,905.30	$209.48	$189.48	$136.97	$123.27	$123.27	$13.70	$13.70	7.0%
2004 Kaiser RET W/MADV SP	$984.50	$886.05	$906.05	$98.45	$78.45	$1,049.77	$944.79	$964.79	$104.98	$84.98	$65.27	$58.74	$58.74	$93.31	$73.31	6.6%
Kaiser HMO Split Plans	$951.95	$856.76	$710.24	$95.20	$56.69	$995.95	$896.36	$916.36	$99.60	$79.60	$44.00	$39.60	$206.12	$93.31	$73.31	4.6%
RET w/Kaiser & overage HMO Med Dep-06	$951.95	$856.76	$710.24	$95.20	$56.69	$995.95	$896.36	$916.36	$99.60	$79.60	$44.00	$39.60	$206.12	$93.31	$73.31	4.6%
BCBS POS																
Employee	$1,275.02	$1,147.52	$1,167.52	$127.50	$107.50	$1,294.15	$1,164.73	$1,184.73	$129.41	$109.41	$19.13	$17.21	$17.21	$1.91	$1.91	1.5%
Employee + 1	$2,353.42	$2,118.08	$2,138.08	$235.34	$215.34	$2,388.72	$2,149.85	$2,169.85	$238.87	$218.87	$35.30	$31.77	$31.77	$3.53	$3.53	1.5%
Family	$3,193.19	$2,873.87	$2,893.87	$319.32	$299.32	$3,241.09	$2,916.98	$2,936.98	$324.11	$304.11	$47.90	$43.11	$43.11	$4.79	$4.79	1.5%
2004 POS RET W/MADV SP	$1,492.59	$1,343.33	$1,363.33	$149.26	$129.26	$1,523.34	$1,371.00	$1,391.00	$152.33	$132.33	$30.75	$27.67	$27.67	$3.07	$3.07	2.1%
2004 POS RET W/HMO MED SP	$2,099.64	$1,889.68	$1,909.68	$209.96	$189.96	$2,098.97	$1,889.08	$1,909.08	$209.90	$189.90	-$0.67	-$0.60	-$0.60	-$0.07	-$0.07	0.0%
2004 POS RET W/IND MED SP	$1,905.76	$1,652.11	$1,672.11	$253.65	$233.65	$1,909.75	$1,657.21	$1,677.21	$252.53	$232.53	$3.99	$5.10	$5.10	-$1.12	-$1.12	0.2%
BCBS HMO																
Employee	$1,119.26	$1,007.33	$1,027.33	$111.93	$91.93	$1,136.05	$1,022.44	$1,042.44	$113.60	$93.60	$16.79	$15.11	$15.11	$1.68	$1.68	1.5%
Employee + 1	$2,065.83	$1,859.25	$1,879.25	$206.58	$186.58	$2,096.82	$1,887.14	$1,907.14	$209.68	$189.68	$30.99	$27.89	$27.89	$3.10	$3.10	1.5%
Family	$2,803.11	$2,522.80	$2,542.80	$280.31	$260.31	$2,845.16	$2,560.64	$2,580.64	$284.52	$264.52	$42.04	$37.84	$37.84	$4.20	$4.20	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2004 & EARLIER RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
OVER 65																
Kaiser Senior Advantage Plan																
REE-Only	$185.02	$166.52	$0.00	$18.50	$0.00	$175.37	$157.83	$0.00	$17.54	$0.00	-$9.65	-$8.69		-$0.97		-5.2%
REE+1	$370.03	$333.03	$0.00	$37.00	$0.00	$350.74	$315.67	$0.00	$35.07	$0.00	-$19.29	-$17.36		-$1.93		-5.2%
Family	$555.05	$499.55	$0.00	$55.51	$0.00	$526.11	$473.50	$0.00	$52.61	$0.00	-$28.94	-$26.05		-$2.89		-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$856.76	$0.00	$95.19	$0.00	$995.95	$896.36	$0.00	$99.60	$0.00	$44.00	$39.60		$4.40		4.6%
REE U65 KP HMO + SR DEP	$951.95	$856.76	$0.00	$95.19	$0.00	$995.95	$896.36	$0.00	$99.60	$0.00	$44.00	$39.60		$93.31		4.6%
Aetna Medicare Advantage - Base																
REE-Only	$217.57	$195.81	$0.00	$21.76	$0.00	$229.19	$206.27	$0.00	$22.92	$0.00	$11.62	$10.46		$1.16		5.3%
REE+1	$435.14	$391.63	$0.00	$43.51	$0.00	$458.38	$412.54	$0.00	$45.84	$0.00	$23.24	$20.92		$2.32		5.3%
Family	$652.71	$587.44	$0.00	$65.27	$0.00	$687.57	$618.81	$0.00	$68.76	$0.00	$34.86	$31.37		$3.49		5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,398.96	$0.00	$155.44	$0.00	$1,594.43	$1,434.99	$0.00	$159.44	$0.00	$40.03	$36.03		$4.00		2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$2,250.87	$0.00	$250.10	$0.00	$2,555.20	$2,299.68	$0.00	$255.52	$0.00	$54.23	$48.81		$5.42		2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,203.15	$0.00	$133.68	$0.00	$1,365.24	$1,228.72	$0.00	$136.52	$0.00	$28.41	$25.57		$2.84		2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$2,055.06	$0.00	$228.34	$0.00	$2,326.01	$2,093.41	$0.00	$232.60	$0.00	$42.61	$38.35		$4.26		1.9%
MA SP+U65 HMO REE	$1,336.83	$1,203.15	$0.00	$133.68	$0.00	$1,365.24	$1,228.72	$0.00	$136.52	$0.00	$28.41	$25.57		$2.84		2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$2,055.06	$0.00	$228.34	$0.00	$2,326.01	$2,093.41	$0.00	$232.60	$0.00	$42.61	$38.35		$4.26		1.9%
MA SP+O65 Ind REE	$848.31	$700.41	$0.00	$147.91	$0.00	$844.79	$698.75	$0.00	$146.04	$0.00	-$3.52	-$1.65		-$1.87		-0.4%
MA REE+1 O65 Ind Dep	$848.31	$700.41	$0.00	$147.91	$0.00	$844.79	$698.75	$0.00	$146.04	$0.00	-$3.52	-$1.65		-$1.87		-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,488.54	$0.00	$344.94	$0.00	$1,806.32	$1,467.97	$0.00	$338.34	$0.00	-$27.16	-$20.57		-$6.59		-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$896.22	$0.00	$169.66	$0.00	$1,073.98	$905.02	$0.00	$168.96	$0.00	$8.10	$8.80		-$0.70		0.8%
Enhanced Aetna Medicare Advantage - Buy-up																
REE-Only	$254.19	$195.81	$0.00	$58.38	$0.00	$267.77	$206.27	$0.00	$61.50	$0.00	$13.58	$10.46		$3.12		5.3%
REE+1	$508.38	$391.63	$0.00	$116.75	$0.00	$535.54	$412.54	$0.00	$123.00	$0.00	$27.16	$20.92		$6.24		5.3%
Family	$762.57	$587.44	$0.00	$175.13	$0.00	$803.31	$618.81	$0.00	$184.50	$0.00	$40.74	$31.37		$9.37		5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,398.96	$0.00	$228.68	$0.00	$1,671.59	$1,434.99	$0.00	$236.60	$0.00	$43.95	$36.03		$7.92		2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$2,250.87	$0.00	$323.34	$0.00	$2,632.36	$2,299.68	$0.00	$332.68	$0.00	$58.15	$48.81		$9.34		2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,203.15	$0.00	$170.30	$0.00	$1,403.82	$1,228.72	$0.00	$175.10	$0.00	$30.37	$25.57		$4.80		2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$2,055.06	$0.00	$264.96	$0.00	$2,364.59	$2,093.41	$0.00	$271.18	$0.00	$44.57	$38.35		$6.22		1.9%
MA SP+U65 HMO REE	$1,373.45	$1,203.15	$0.00	$170.30	$0.00	$1,403.82	$1,228.72	$0.00	$175.10	$0.00	$30.37	$25.57		$4.80		2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$2,055.06	$0.00	$264.96	$0.00	$2,364.59	$2,093.41	$0.00	$271.18	$0.00	$44.57	$38.35		$6.22		1.9%
MA SP+O65 Ind REE	$884.93	$700.41	$0.00	$184.53	$0.00	$883.37	$698.75	$0.00	$184.62	$0.00	-$1.56	-$1.65		$0.09		-0.2%
MA REE+1 O65 Ind Dep	$884.93	$700.41	$0.00	$184.53	$0.00	$883.37	$698.75	$0.00	$184.62	$0.00	-$1.56	-$1.65		$0.09		-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,488.54	$0.00	$381.56	$0.00	$1,844.90	$1,467.97	$0.00	$376.92	$0.00	-$25.20	-$20.57		-$4.63		-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$896.22	$0.00	$242.90	$0.00	$1,151.14	$905.02	$0.00	$246.12	$0.00	$12.02	$8.80		$3.22		1.1%
BCBS HMO/Medicare																
Employee	$824.62	$742.16	$0.00	$82.46	$0.00	$804.83	$724.35	$0.00	$80.48	$0.00	-$19.80	-$17.82		-$1.98		-2.4%
Family	$1,557.69	$1,401.92	$0.00	$155.77	$0.00	$1,520.31	$1,368.27	$0.00	$152.03	$0.00	-$37.39	-$33.65		-$3.74		-2.4%
BCBS Indemnity/Medicare																
Employee	$630.74	$504.59	$0.00	$126.15	$0.00	$615.60	$492.48	$0.00	$123.12	$0.00	-$15.14	-$12.11		-$3.03		-2.4%
Family	$1,615.91	$1,292.73	$0.00	$323.18	$0.00	$1,577.13	$1,261.70	$0.00	$315.43	$0.00	-$38.78	-$31.03		-$7.76		-2.4%
BCBS PPO Plus Medicare																
Employee	$630.74	$567.67	$0.00	$63.07	$0.00	$615.60	$554.04	$0.00	$61.56	$0.00	-$15.14	-$13.63		-$1.51		-2.4%
Family	$1,615.91	$1,454.32	$0.00	$161.59	$0.00	$1,577.13	$1,419.42	$0.00	$157.71	$0.00	-$38.78	-$34.91		-$3.88		-2.4%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2005 RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
UNDER 65		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**	
BCBS HSA																
Employee	$998.99	$849.15	$869.15	$149.85	$129.85	$1,013.98	$861.89	$881.89	$152.10	$132.10	$14.99	$12.74	$12.74	$2.25	$2.25	1.5%
Employee + 1	$1,909.70	$1,623.25	$1,643.25	$286.46	$266.46	$1,938.35	$1,647.59	$1,667.59	$290.75	$270.75	$28.64	$24.34	$24.34	$4.30	$4.30	1.5%
Family	$2,547.96	$2,165.76	$2,185.76	$382.19	$362.19	$2,586.18	$2,198.25	$2,218.25	$387.93	$367.93	$38.22	$32.49	$32.49	$5.73	$5.73	1.5%
Kaiser HMO																
Employee	$766.93	$651.89	$671.89	$115.04	$95.04	$820.58	$697.49	$717.49	$123.09	$103.09	$53.65	$45.60	$45.60	$8.05	$8.05	7.0%
Employee + 1	$1,466.06	$1,246.15	$1,266.15	$219.91	$199.91	$1,568.63	$1,333.34	$1,353.34	$235.29	$215.29	$102.57	$87.18	$87.18	$15.39	$15.39	7.0%
Family	$1,957.81	$1,664.14	$1,684.14	$293.67	$273.67	$2,094.78	$1,780.56	$1,800.56	$314.22	$294.22	$136.97	$116.42	$116.42	$20.55	$20.55	7.0%
BCBS POS																
Employee	$1,275.02	$1,083.77	$1,103.77	$191.25	$171.25	$1,294.15	$1,100.02	$1,120.02	$194.12	$174.12	$19.13	$16.26	$16.26	$2.87	$2.87	1.5%
Employee + 1	$2,353.42	$2,000.41	$2,020.41	$353.01	$333.01	$2,388.72	$2,030.41	$2,050.41	$358.31	$338.31	$35.30	$30.01	$30.01	$5.30	$5.30	1.5%
Family	$3,193.19	$2,714.21	$2,734.21	$478.98	$458.98	$3,241.09	$2,754.92	$2,774.92	$486.16	$466.16	$47.90	$40.72	$40.72	$7.19	$7.19	1.5%
2005 POS RET W/EADV SP	$1,529.21	$1,268.70	$1,288.70	$260.51	$240.51	$1,561.92	$1,294.83	$1,314.83	$267.08	$247.08	$32.71	$26.13	$26.13	$6.57	$6.57	2.1%
2005 POS RET W/HMO MED SP	$2,099.64	$1,784.70	$1,804.70	$314.95	$294.95	$2,098.97	$1,784.13	$1,804.13	$314.85	$294.85	-$0.67	-$0.57	-$0.57	-$0.10	-$0.10	0.0%
BCBS HMO																
Employee	$1,119.26	$951.37	$971.37	$167.89	$147.89	$1,136.05	$965.64	$985.64	$170.41	$150.41	$16.79	$14.27	$14.27	$2.52	$2.52	1.5%
Employee + 1	$2,065.83	$1,755.95	$1,775.95	$309.87	$289.87	$2,096.82	$1,782.29	$1,802.29	$314.52	$294.52	$30.99	$26.34	$26.34	$4.65	$4.65	1.5%
Family	$2,803.11	$2,382.65	$2,402.65	$420.47	$400.47	$2,845.16	$2,418.38	$2,438.38	$426.77	$406.77	$42.04	$35.74	$35.74	$6.31	$6.31	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2005 RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
OVER 65																
Kaiser Senior Advantage Plan																
REE-Only	$185.02	$157.27	$0.00	$27.75	$0.00	$175.37	$149.06	$0.00	$26.31	$0.00	-$9.65	-$8.20		-$1.45		-5.2%
REE+1	$370.03	$314.53	$0.00	$55.50	$0.00	$350.74	$298.13	$0.00	$52.61	$0.00	-$19.29	-$16.40		-$2.89		-5.2%
Family	$555.05	$471.79	$0.00	$83.26	$0.00	$526.11	$447.19	$0.00	$78.92	$0.00	-$28.94	-$24.60		-$4.34		-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$809.16	$0.00	$142.79	$0.00	$995.95	$846.56	$0.00	$149.39	$0.00	$44.00	$37.40		$6.60		4.6%
REE U65 KP HMO + SR DEP	$951.95	$809.16	$0.00	$142.79	$0.00	$995.95	$846.56	$0.00	$149.39	$0.00	$44.00	$37.40		$93.31		4.6%
Aetna Medicare Advantage - Base																
REE-Only	$217.57	$184.93	$0.00	$32.64	$0.00	$229.19	$194.81	$0.00	$34.38	$0.00	$11.62	$9.88		$1.74		5.3%
REE+1	$435.14	$369.87	$0.00	$65.27	$0.00	$458.38	$389.62	$0.00	$68.76	$0.00	$23.24	$19.75		$3.49		5.3%
Family	$652.71	$554.80	$0.00	$97.91	$0.00	$687.57	$584.43	$0.00	$103.14	$0.00	$34.86	$29.63		$5.23		5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,321.24	$0.00	$233.16	$0.00	$1,594.43	$1,355.26	$0.00	$239.16	$0.00	$40.03	$34.03		$6.00		2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$2,125.82	$0.00	$375.15	$0.00	$2,555.20	$2,171.92	$0.00	$383.28	$0.00	$54.23	$46.09		$8.13		2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,136.30	$0.00	$200.52	$0.00	$1,365.24	$1,160.45	$0.00	$204.79	$0.00	$28.41	$24.15		$4.26		2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$1,940.89	$0.00	$342.51	$0.00	$2,326.01	$1,977.11	$0.00	$348.90	$0.00	$42.61	$36.22		$6.39		1.9%
MA SP+U65 HMO REE	$1,336.83	$1,136.30	$0.00	$200.52	$0.00	$1,365.24	$1,160.45	$0.00	$204.79	$0.00	$28.41	$24.15		$4.26		2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$1,940.89	$0.00	$342.51	$0.00	$2,326.01	$1,977.11	$0.00	$348.90	$0.00	$42.61	$36.22		$6.39		1.9%
MA SP+O65 Ind REE	$848.31	$676.91	$0.00	$171.40	$0.00	$844.79	$674.98	$0.00	$169.81	$0.00	-$3.52	-$1.93		-$1.59		-0.4%
MA REE+1 O65 Ind Dep	$848.31	$676.91	$0.00	$171.40	$0.00	$844.79	$674.98	$0.00	$169.81	$0.00	-$3.52	-$1.93		-$1.59		-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,445.35	$0.00	$388.14	$0.00	$1,806.32	$1,424.97	$0.00	$381.35	$0.00	-$27.16	-$20.37		-$6.79		-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$861.85	$0.00	$204.03	$0.00	$1,073.98	$869.79	$0.00	$204.19	$0.00	$8.10	$7.94		$0.15		0.8%
Enhanced Aetna Medicare Advantage - Buy-up																
REE-Only	$254.19	$184.93	$0.00	$69.26	$0.00	$267.77	$194.81	$0.00	$72.96	$0.00	$13.58	$9.88		$3.70		5.3%
REE+1	$508.38	$369.87	$0.00	$138.51	$0.00	$535.54	$389.62	$0.00	$145.92	$0.00	$27.16	$19.75		$7.41		5.3%
Family	$762.57	$554.80	$0.00	$207.77	$0.00	$803.31	$584.43	$0.00	$218.88	$0.00	$40.74	$29.63		$11.11		5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,321.24	$0.00	$306.40	$0.00	$1,671.59	$1,355.26	$0.00	$316.32	$0.00	$43.95	$34.03		$9.92		2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$2,125.82	$0.00	$448.39	$0.00	$2,632.36	$2,171.92	$0.00	$460.44	$0.00	$58.15	$46.09		$12.05		2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,136.30	$0.00	$237.14	$0.00	$1,403.82	$1,160.45	$0.00	$243.37	$0.00	$30.37	$24.15		$6.22		2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$1,940.89	$0.00	$379.13	$0.00	$2,364.59	$1,977.11	$0.00	$387.48	$0.00	$44.57	$36.22		$8.35		1.9%
MA SP+U65 HMO REE	$1,373.45	$1,136.30	$0.00	$237.14	$0.00	$1,403.82	$1,160.45	$0.00	$243.37	$0.00	$30.37	$24.15		$6.22		2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$1,940.89	$0.00	$379.13	$0.00	$2,364.59	$1,977.11	$0.00	$387.48	$0.00	$44.57	$36.22		$8.35		1.9%
MA SP+O65 Ind REE	$884.93	$676.91	$0.00	$208.02	$0.00	$883.37	$674.98	$0.00	$208.39	$0.00	-$1.56	-$1.93		$0.37		-0.2%
MA REE+1 O65 Ind Dep	$884.93	$676.91	$0.00	$208.02	$0.00	$883.37	$674.98	$0.00	$208.39	$0.00	-$1.56	-$1.93		$0.37		-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,445.35	$0.00	$424.76	$0.00	$1,844.90	$1,424.97	$0.00	$419.93	$0.00	-$25.20	-$20.37		-$4.83		-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$861.85	$0.00	$277.27	$0.00	$1,151.14	$869.79	$0.00	$281.35	$0.00	$12.02	$7.94		$4.07		1.1%
BCBS HMO/Medicare																
Employee	$824.62	$700.93	$0.00	$123.69	$0.00	$804.83	$684.10	$0.00	$120.72	$0.00	-$19.80	-$16.83		-$2.97		-2.4%
Family	$1,557.69	$1,324.04	$0.00	$233.65	$0.00	$1,520.31	$1,292.26	$0.00	$228.05	$0.00	-$37.39	-$31.78		-$5.61		-2.4%
BCBS Indemnity/Medicare																
Employee	$630.74	$491.98	$0.00	$138.76	$0.00	$615.60	$480.17	$0.00	$135.43	$0.00	-$15.14	-$11.81		-$3.33		-2.4%
Family	$1,615.91	$1,260.41	$0.00	$355.50	$0.00	$1,577.13	$1,230.16	$0.00	$346.97	$0.00	-$38.78	-$30.25		-$8.53		-2.4%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2006 RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
UNDER 65		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**		**w/o Wellness**	**w/ Wellness**	**w/o Wellness**	**w/ Wellness**	
BCBS HSA																
Employee	$998.99	$829.17	$849.17	$169.83	$149.83	$1,013.98	$841.61	$861.61	$172.38	$152.38	$14.99	$12.44	$12.44	$2.55	$2.55	1.5%
Employee + 1	$1,909.70	$1,585.05	$1,605.05	$324.65	$304.65	$1,938.35	$1,608.83	$1,628.83	$329.52	$309.52	$28.64	$23.77	$23.77	$4.87	$4.87	1.5%
Family	$2,547.96	$2,114.81	$2,134.81	$433.15	$413.15	$2,586.18	$2,146.53	$2,166.53	$439.65	$419.65	$38.22	$31.72	$31.72	$6.50	$6.50	1.5%
Kaiser HMO																
Employee	$766.93	$636.55	$656.55	$130.38	$110.38	$820.58	$681.08	$701.08	$139.50	$119.50	$53.65	$44.53	$44.53	$9.12	$9.12	7.0%
Employee + 1	$1,466.06	$1,216.83	$1,236.83	$249.23	$229.23	$1,568.63	$1,301.96	$1,321.96	$266.67	$246.67	$102.57	$85.13	$85.13	$17.44	$17.44	7.0%
Family	$1,957.81	$1,624.98	$1,644.98	$332.83	$312.83	$2,094.78	$1,738.67	$1,758.67	$356.11	$336.11	$136.97	$113.69	$113.69	$23.28	$23.28	7.0%
2006 Kaiser RET W/OVERAGE HMO MED DEF	$951.95	$790.12	$656.55	$161.83	$110.38	$995.95	$826.64	$846.64	$169.31	$149.31	$44.00	$36.52	$190.09	$7.48	$38.93	4.6%
BCBS POS																
Employee	$1,275.02	$1,058.27	$1,078.27	$216.75	$196.75	$1,294.15	$1,074.14	$1,094.14	$220.00	$200.00	$19.13	$15.88	$15.88	$3.25	$3.25	1.5%
Employee + 1	$2,353.42	$1,953.34	$1,973.34	$400.08	$380.08	$2,388.72	$1,982.64	$2,002.64	$406.08	$386.08	$35.30	$29.30	$29.30	$6.00	$6.00	1.5%
Family	$3,193.19	$2,650.34	$2,670.34	$542.84	$522.84	$3,241.09	$2,690.10	$2,710.10	$550.98	$530.98	$47.90	$39.76	$39.76	$8.14	$8.14	1.5%
2006 POS RET W/MADV SP	$1,492.59	$1,238.85	$1,258.85	$253.74	$233.74	$1,523.34	$1,264.37	$1,284.37	$258.97	$238.97	$30.75	$25.52	$25.52	$5.23	$5.23	2.1%
2006 POS RET W/HMO MED SP	$2,099.64	$1,742.70	$1,762.70	$356.94	$336.94	$2,098.97	$1,742.15	$1,762.15	$356.83	$336.83	-$0.67	-$0.55	-$0.55	-$0.11	-$0.11	0.0%
BCBS HMO																
Employee	$1,119.26	$928.98	$948.98	$190.27	$170.27	$1,136.05	$942.92	$962.92	$193.13	$173.13	$16.79	$13.94	$13.94	$2.85	$2.85	1.5%
Employee + 1	$2,065.83	$1,714.64	$1,734.64	$351.19	$331.19	$2,096.82	$1,740.36	$1,760.36	$356.46	$336.46	$30.99	$25.72	$25.72	$5.27	$5.27	1.5%
Family	$2,803.11	$2,326.58	$2,346.58	$476.53	$456.53	$2,845.16	$2,361.48	$2,381.48	$483.68	$463.68	$42.04	$34.90	$34.90	$7.15	$7.15	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2006 RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
OVER 65																
Kaiser Senior Advantage Plan																
REE-Only	$185.02	$153.57	$0.00	$31.45	$0.00	$175.37	$145.56	$0.00	$29.81	$0.00	-$9.65	-$8.01		-$1.64		-5.2%
REE+1	$370.03	$307.12	$0.00	$62.91	$0.00	$350.74	$291.11	$0.00	$59.63	$0.00	-$19.29	-$16.01		-$3.28		-5.2%
Family	$555.05	$460.69	$0.00	$94.36	$0.00	$526.11	$436.67	$0.00	$89.44	$0.00	-$28.94	-$24.02		-$4.92		-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$790.12	$0.00	$161.83	$0.00	$995.95	$826.64	$0.00	$169.31	$0.00	$44.00	$36.52		$7.48		4.6%
REE U65 KP HMO + SR DEP	$951.95	$790.12	$0.00	$161.83	$0.00	$995.95	$826.64	$0.00	$169.31	$0.00	$44.00	$36.52		$7.48		4.6%
Aetna Medicare Advantage - Base																
REE-Only	$217.57	$180.58	$0.00	$36.99	$0.00	$229.19	$190.23	$0.00	$38.96	$0.00	$11.62	$9.64		$1.98		5.3%
REE+1	$435.14	$361.17	$0.00	$73.97	$0.00	$458.38	$380.46	$0.00	$77.92	$0.00	$23.24	$19.29		$3.95		5.3%
Family	$652.71	$541.75	$0.00	$110.96	$0.00	$687.57	$570.68	$0.00	$116.89	$0.00	$34.86	$28.93		$5.93		5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,290.15	$0.00	$264.25	$0.00	$1,594.43	$1,323.38	$0.00	$271.05	$0.00	$40.03	$33.23		$6.81		2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$2,075.80	$0.00	$425.16	$0.00	$2,555.20	$2,120.81	$0.00	$434.38	$0.00	$54.23	$45.01		$9.22		2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,109.57	$0.00	$227.26	$0.00	$1,365.24	$1,133.15	$0.00	$232.09	$0.00	$28.41	$23.58		$4.83		2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$1,895.22	$0.00	$388.18	$0.00	$2,326.01	$1,930.59	$0.00	$395.42	$0.00	$42.61	$35.36		$7.24		1.9%
MA SP+U65 HMO REE	$1,336.83	$1,109.57	$0.00	$227.26	$0.00	$1,365.24	$1,133.15	$0.00	$232.09	$0.00	$28.41	$23.58		$4.83		2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$1,895.22	$0.00	$388.18	$0.00	$2,326.01	$1,930.59	$0.00	$395.42	$0.00	$42.61	$35.36		$7.24		1.9%
MA SP+O65 Ind REE	$848.31	$666.26	$0.00	$182.06	$0.00	$844.79	$664.24	$0.00	$180.55	$0.00	-$3.52	-$2.01		-$1.51		-0.4%
MA REE+1 O65 Ind Dep	$848.31	$666.26	$0.00	$182.06	$0.00	$844.79	$664.24	$0.00	$180.55	$0.00	-$3.52	-$2.01		-$1.51		-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,424.84	$0.00	$408.65	$0.00	$1,806.32	$1,404.62	$0.00	$401.70	$0.00	-$27.16	-$20.22		-$6.94		-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$846.84	$0.00	$219.04	$0.00	$1,073.98	$854.47	$0.00	$219.51	$0.00	$8.10	$7.63		$0.47		0.8%
Enhanced Aetna Medicare Advantage - Buy-up																
REE-Only	$254.19	$180.58	$0.00	$73.61	$0.00	$267.77	$190.23	$0.00	$77.54	$0.00	$13.58	$9.64		$3.94		5.3%
REE+1	$508.38	$361.17	$0.00	$147.21	$0.00	$535.54	$380.46	$0.00	$155.08	$0.00	$27.16	$19.29		$7.87		5.3%
Family	$762.57	$541.75	$0.00	$220.82	$0.00	$803.31	$570.68	$0.00	$232.63	$0.00	$40.74	$28.93		$11.81		5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,290.15	$0.00	$337.49	$0.00	$1,671.59	$1,323.38	$0.00	$348.21	$0.00	$43.95	$33.23		$10.73		2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$2,075.80	$0.00	$498.40	$0.00	$2,632.36	$2,120.81	$0.00	$511.54	$0.00	$58.15	$45.01		$13.14		2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,109.57	$0.00	$263.88	$0.00	$1,403.82	$1,133.15	$0.00	$270.67	$0.00	$30.37	$23.58		$6.79		2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$1,895.22	$0.00	$424.80	$0.00	$2,364.59	$1,930.59	$0.00	$434.00	$0.00	$44.57	$35.36		$9.20		1.9%
MA SP+U65 HMO REE	$1,373.45	$1,109.57	$0.00	$263.88	$0.00	$1,403.82	$1,133.15	$0.00	$270.67	$0.00	$30.37	$23.58		$6.79		2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$1,895.22	$0.00	$424.80	$0.00	$2,364.59	$1,930.59	$0.00	$434.00	$0.00	$44.57	$35.36		$9.20		1.9%
MA SP+O65 Ind REE	$884.93	$666.26	$0.00	$218.68	$0.00	$883.37	$664.24	$0.00	$219.13	$0.00	-$1.56	-$2.01		$0.45		-0.2%
MA REE+1 O65 Ind Dep	$884.93	$666.26	$0.00	$218.68	$0.00	$883.37	$664.24	$0.00	$219.13	$0.00	-$1.56	-$2.01		$0.45		-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,424.84	$0.00	$445.27	$0.00	$1,844.90	$1,404.62	$0.00	$440.28	$0.00	-$25.20	-$20.22		-$4.98		-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$846.84	$0.00	$292.28	$0.00	$1,151.14	$854.47	$0.00	$296.67	$0.00	$12.02	$7.63		$4.39		1.1%
BCBS HMO/Medicare																
Employee	$824.62	$684.44	$0.00	$140.19	$0.00	$804.83	$668.01	$0.00	$136.82	$0.00	-$19.80	-$16.43		-$3.37		-2.4%
Family	$1,557.69	$1,292.88	$0.00	$264.81	$0.00	$1,520.31	$1,261.85	$0.00	$258.45	$0.00	-$37.39	-$31.03		-$6.36		-2.4%
BCBS Indemnity/Medicare																
Employee	$630.74	$485.67	$0.00	$145.07	$0.00	$615.60	$474.01	$0.00	$141.59	$0.00	-$15.14	-$11.66		-$3.48		-2.4%
Family	$1,615.91	$1,244.25	$0.00	$371.66	$0.00	$1,577.13	$1,214.39	$0.00	$362.74	$0.00	-$38.78	-$29.86		-$8.92		-2.4%

2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2007 - 2011 RETIREES	Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		
UNDER 65		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness	
BCBS HSA																
Employee	$998.99	$799.20	$819.20	$199.80	$179.80	$1,013.98	$811.19	$831.19	$202.80	$182.80	$14.99	$11.99	$11.99	$3.00	$3.00	1.5%
Employee + 1	$1,909.70	$1,527.76	$1,547.76	$381.94	$361.94	$1,938.35	$1,550.68	$1,570.68	$387.67	$367.67	$28.64	$22.91	$22.91	$5.73	$5.73	1.5%
Family	$2,547.96	$2,038.37	$2,058.37	$509.59	$489.59	$2,586.18	$2,068.94	$2,088.94	$517.24	$497.24	$38.22	$30.58	$30.58	$7.64	$7.64	1.5%
Kaiser HMO																
Employee	$766.93	$613.54	$633.54	$153.39	$133.39	$820.58	$656.46	$676.46	$164.12	$144.12	$53.65	$42.92	$42.92	$10.73	$10.73	7.0%
Employee + 1	$1,466.06	$1,172.85	$1,192.85	$293.21	$273.21	$1,568.63	$1,254.90	$1,274.90	$313.73	$293.73	$102.57	$82.06	$82.06	$20.51	$20.51	7.0%
Family	$1,957.81	$1,566.25	$1,586.25	$391.56	$371.56	$2,094.78	$1,675.82	$1,695.82	$418.96	$398.96	$136.97	$109.58	$109.58	$27.39	$27.39	7.0%
2007 Kaiser RET W/OVERAGE HMO MED DEF	$951.95	$761.56	$633.54	$190.39	$133.39	$995.95	$796.76	$816.76	$199.19	$179.19	$44.00	$35.20	$183.22	$8.80	$45.80	4.6%
BCBS POS																
Employee	$1,275.02	$1,020.01	$1,040.01	$255.00	$235.00	$1,294.15	$1,035.32	$1,055.32	$258.83	$238.83	$19.13	$15.30	$15.30	$3.83	$3.83	1.5%
Employee + 1	$2,353.42	$1,882.73	$1,902.73	$470.68	$450.68	$2,388.72	$1,910.98	$1,930.98	$477.74	$457.74	$35.30	$28.24	$28.24	$7.06	$7.06	1.5%
Family	$3,193.19	$2,554.55	$2,574.55	$638.64	$618.64	$3,241.09	$2,592.87	$2,612.87	$648.22	$628.22	$47.90	$38.32	$38.32	$9.58	$9.58	1.5%
2007-2011 POS RET W/MADV SP	$1,492.59	$1,194.07	$1,214.07	$298.52	$278.52	$1,523.34	$1,218.67	$1,238.67	$304.67	$284.67	$30.75	$24.60	$24.60	$6.15	$6.15	2.1%
2007-2011 2 POS<65 W/MADV SP	$2,570.99	$2,056.79	$2,076.79	$514.20	$494.20	$2,617.91	$2,094.33	$2,114.33	$523.58	$503.58	$46.92	$37.54	$37.54	$9.38	$9.38	1.8%
2007-2011 2 POS<65 W/MADV SP + 1	$2,788.56	$2,230.85	$2,250.85	$557.71	$537.71	$2,847.10	$2,277.68	$2,297.68	$569.42	$549.42	$58.54	$46.83	$46.83	$11.71	$11.71	2.1%
2007-2011 POS RET W/EADV SP	$1,529.21	$1,194.07	$1,214.07	$335.14	$315.14	$1,561.92	$1,218.67	$1,238.67	$343.25	$323.25	$32.71	$24.60	$24.60	$8.11	$8.11	2.1%
2007-2011 2 POS<65 W/EADV SP	$2,607.61	$2,056.79	$1,902.73	$550.82	$450.68	$2,656.49	$2,094.33	$2,114.33	$562.16	$542.16	$48.88	$37.54	$211.59	$11.34	$91.48	1.9%
2007-2011 2 POS<65 W/EADV SP + 1	$2,861.80	$2,230.85	$1,902.73	$630.95	$450.68	$2,924.26	$2,277.68	$2,297.68	$646.58	$626.58	$62.46	$46.83	$394.95	$15.63	$175.90	2.2%
2007-2011 POS RET W/HMO SP	$2,099.64	$1,679.71	$1,040.01	$419.93	$235.00	$2,098.97	$1,679.18	$1,699.18	$419.79	$399.79	-$0.67	-$0.53	$659.16	-$0.13	$164.79	0.0%
2007-2011 RET W/IND MED SP	$1,905.76	$1,493.07	$1,040.01	$412.69	$235.00	$1,909.75	$1,497.02	$1,517.02	$412.73	$392.73	$3.99	$3.95	$477.00	$0.04	$157.73	0.2%
BCBS HMO																
Employee	$1,119.26	$895.41	$915.41	$223.85	$203.85	$1,136.05	$908.84	$928.84	$227.21	$207.21	$16.79	$13.43	$13.43	$3.36	$3.36	1.5%
Employee + 1	$2,065.83	$1,652.66	$1,672.66	$413.17	$393.17	$2,096.82	$1,677.45	$1,697.45	$419.36	$399.36	$30.99	$24.79	$24.79	$6.20	$6.20	1.5%
Family	$2,803.11	$2,242.49	$2,262.49	$560.62	$540.62	$2,845.16	$2,276.13	$2,296.13	$569.03	$549.03	$42.04	$33.64	$33.64	$8.41	$8.41	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2007 - 2011 RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
OVER 65																
Kaiser Senior Advantage Plan																
REE-Only	$185.02	$148.02	$0.00	$37.00	$0.00	$175.37	$140.30	$0.00	$35.07	$0.00	-$9.65	-$7.72		-$1.93		-5.2%
REE+1	$370.03	$296.02	$0.00	$74.01	$0.00	$350.74	$280.59	$0.00	$70.15	$0.00	-$19.29	-$15.43		-$3.86		-5.2%
Family	$555.05	$444.04	$0.00	$111.01	$0.00	$526.11	$420.89	$0.00	$105.22	$0.00	-$28.94	-$23.15		-$5.79		-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$761.56	$0.00	$190.39	$0.00	$995.95	$796.76	$0.00	$199.19	$0.00	$44.00	$35.20		$8.80		4.6%
REE U65 KP HMO + SR DEP	$951.95	$761.56	$0.00	$190.39	$0.00	$995.95	$796.76	$0.00	$199.19	$0.00	$44.00	$35.20		$8.80		4.6%
Aetna Medicare Advantage - Base																
REE-Only	$217.57	$174.06	$0.00	$43.51	$0.00	$229.19	$183.35	$0.00	$45.84	$0.00	$11.62	$9.30		$2.32		5.3%
REE+1	$435.14	$348.11	$0.00	$87.03	$0.00	$458.38	$366.70	$0.00	$91.68	$0.00	$23.24	$18.59		$4.65		5.3%
Family	$652.71	$522.17	$0.00	$130.54	$0.00	$687.57	$550.06	$0.00	$137.51	$0.00	$34.86	$27.89		$6.97		5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,243.52	$0.00	$310.88	$0.00	$1,594.43	$1,275.54	$0.00	$318.89	$0.00	$40.03	$32.02		$8.01		2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$2,000.78	$0.00	$500.19	$0.00	$2,555.20	$2,044.16	$0.00	$511.04	$0.00	$54.23	$43.38		$10.85		2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,069.46	$0.00	$267.37	$0.00	$1,365.24	$1,092.19	$0.00	$273.05	$0.00	$28.41	$22.73		$5.68		2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$1,826.72	$0.00	$456.68	$0.00	$2,326.01	$1,860.81	$0.00	$465.20	$0.00	$42.61	$34.09		$8.52		1.9%
MA SP+U65 HMO REE	$1,336.83	$1,069.46	$0.00	$267.37	$0.00	$1,365.24	$1,092.19	$0.00	$273.05	$0.00	$28.41	$22.73		$5.68		2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$1,826.72	$0.00	$456.68	$0.00	$2,326.01	$1,860.81	$0.00	$465.20	$0.00	$42.61	$34.09		$8.52		1.9%
MA SP+O65 Ind REE	$848.31	$647.11	$0.00	$201.20	$0.00	$844.79	$645.05	$0.00	$199.74	$0.00	-$3.52	-$2.06		-$1.46		-0.4%
MA REE+1 O65 Ind Dep	$848.31	$647.11	$0.00	$201.20	$0.00	$844.79	$645.05	$0.00	$199.74	$0.00	-$3.52	-$2.06		-$1.46		-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,385.99	$0.00	$447.49	$0.00	$1,806.32	$1,366.20	$0.00	$440.12	$0.00	-$27.16	-$19.79		-$7.37		-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$821.17	$0.00	$244.71	$0.00	$1,073.98	$828.41	$0.00	$245.58	$0.00	$8.10	$7.24		$0.86		0.8%
Enhanced Aetna Medicare Advantage - Buy-up																
REE-Only	$254.19	$174.06	$0.00	$80.13	$0.00	$267.77	$183.35	$0.00	$84.42	$0.00	$13.58	$9.30		$4.28		5.3%
REE+1	$508.38	$348.11	$0.00	$160.27	$0.00	$535.54	$366.70	$0.00	$168.84	$0.00	$27.16	$18.59		$8.57		5.3%
Family	$762.57	$522.17	$0.00	$240.40	$0.00	$803.31	$550.06	$0.00	$253.25	$0.00	$40.74	$27.89		$12.85		5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,243.52	$0.00	$384.12	$0.00	$1,671.59	$1,275.54	$0.00	$396.05	$0.00	$43.95	$32.02		$11.93		2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$2,000.78	$0.00	$573.43	$0.00	$2,632.36	$2,044.16	$0.00	$588.20	$0.00	$58.15	$43.38		$14.77		2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,069.46	$0.00	$303.99	$0.00	$1,403.82	$1,092.19	$0.00	$311.63	$0.00	$30.37	$22.73		$7.64		2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$1,826.72	$0.00	$493.30	$0.00	$2,364.59	$1,860.81	$0.00	$503.78	$0.00	$44.57	$34.09		$10.48		1.9%
MA SP+U65 HMO REE	$1,373.45	$1,069.46	$0.00	$303.99	$0.00	$1,403.82	$1,092.19	$0.00	$311.63	$0.00	$30.37	$22.73		$7.64		2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$1,826.72	$0.00	$493.30	$0.00	$2,364.59	$1,860.81	$0.00	$503.78	$0.00	$44.57	$34.09		$10.48		1.9%
MA SP+O65 Ind REE	$884.93	$647.11	$0.00	$237.82	$0.00	$883.37	$645.05	$0.00	$238.32	$0.00	-$1.56	-$2.06		$0.50		-0.2%
MA REE+1 O65 Ind Dep	$884.93	$647.11	$0.00	$237.82	$0.00	$883.37	$645.05	$0.00	$238.32	$0.00	-$1.56	-$2.06		$0.50		-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,385.99	$0.00	$484.11	$0.00	$1,844.90	$1,366.20	$0.00	$478.70	$0.00	-$25.20	-$19.79		-$5.41		-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$821.17	$0.00	$317.95	$0.00	$1,151.14	$828.41	$0.00	$322.74	$0.00	$12.02	$7.24		$4.78		1.1%
BCBS HMO/Medicare																
Employee	$824.62	$659.70	$0.00	$164.92	$0.00	$804.83	$643.86	$0.00	$160.97	$0.00	-$19.80	-$15.84		-$3.96		-2.4%
Family	$1,557.69	$1,246.15	$0.00	$311.54	$0.00	$1,520.31	$1,216.24	$0.00	$304.06	$0.00	-$37.39	-$29.91		-$7.48		-2.4%
BCBS Indemnity/Medicare																
Employee	$630.74	$473.06	$0.00	$157.69	$0.00	$615.60	$461.70	$0.00	$153.90	$0.00	-$15.14	-$11.36		-$3.79		-2.4%
Family	$1,615.91	$1,211.93	$0.00	$403.98	$0.00	$1,577.13	$1,182.85	$0.00	$394.28	$0.00	-$38.78	-$29.09		-$9.70		-2.4%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2012 - 2015 RETIREES	Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		
UNDER 65		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness	
BCBS HSA																
Employee	$998.99	$779.22	$799.22	$219.78	$199.78	$1,013.98	$790.91	$810.91	$223.08	$203.08	$14.99	$11.69	$11.69	$3.30	$3.30	1.5%
Employee + 1	$1,909.70	$1,489.57	$1,509.57	$420.13	$400.13	$1,938.35	$1,511.91	$1,531.91	$426.44	$406.44	$28.64	$22.34	$22.34	$6.30	$6.30	1.5%
Family	$2,547.96	$1,987.41	$2,007.41	$560.55	$540.55	$2,586.18	$2,017.22	$2,037.22	$568.96	$548.96	$38.22	$29.81	$29.81	$8.41	$8.41	1.5%
Kaiser HMO																
Employee	$766.93	$598.21	$618.21	$168.72	$148.72	$820.58	$640.05	$660.05	$180.53	$160.53	$53.65	$41.85	$41.85	$11.80	$11.80	7.0%
Employee + 1	$1,466.06	$1,143.53	$1,163.53	$322.53	$302.53	$1,568.63	$1,223.53	$1,243.53	$345.10	$325.10	$102.57	$80.00	$80.00	$22.57	$22.57	7.0%
Family	$1,957.81	$1,527.09	$1,547.09	$430.72	$410.72	$2,094.78	$1,633.93	$1,653.93	$460.85	$440.85	$136.97	$106.84	$106.84	$30.13	$30.13	7.0%
2012 Kaiser RET W/OVERAGE HMO MED DEP	$951.95	$742.52	$618.21	$209.43	$148.72	$995.95	$776.84	$796.84	$219.11	$199.11	$44.00	$34.32	$178.64	$9.68	$50.38	4.6%
BCBS POS																
Employee	$1,275.02	$994.51	$1,014.51	$280.50	$260.50	$1,294.15	$1,009.43	$1,029.43	$284.71	$264.71	$19.13	$14.92	$14.92	$4.21	$4.21	1.5%
Employee + 1	$2,353.42	$1,835.67	$1,855.67	$517.75	$497.75	$2,388.72	$1,863.20	$1,883.20	$525.52	$505.52	$35.30	$27.54	$27.54	$7.77	$7.77	1.5%
Family	$3,193.19	$2,490.69	$2,510.69	$702.50	$682.50	$3,241.09	$2,528.05	$2,548.05	$713.04	$693.04	$47.90	$37.36	$37.36	$10.54	$10.54	1.5%
2015-2015 POS ET W/MADV SP	$1,492.59	$1,164.22	$1,184.22	$328.37	$308.37	$1,523.34	$1,188.20	$1,208.20	$335.13	$315.13	$30.75	$23.98	$23.98	$6.76	$6.76	2.1%
2015-2015 POS ET W/ 2 MADV Deps	$1,710.16	$1,333.92	$1,014.51	$376.23	$260.50	$1,752.53	$1,366.97	$1,386.97	$385.56	$365.56	$42.37	$33.05	$372.46	$9.32	$105.05	2.5%
2012-2015 2<65 POS W/MADV SP	$2,570.99	$2,005.37	$1,855.67	$565.62	$497.75	$2,617.91	$2,041.97	$2,061.97	$575.94	$555.94	$46.92	$36.60	$206.30	$10.32	$58.19	1.8%
2012-2015 FAM<65 POS W/MADV SP	$3,410.76	$2,660.39	$2,510.69	$750.37	$682.50	$3,470.28	$2,706.82	$2,726.82	$763.46	$743.46	$59.52	$46.43	$216.13	$13.09	$60.96	1.7%
2012-2015 2<65 POS W/EADV SP	$2,607.61	$2,005.37	$1,855.67	$602.24	$497.75	$2,656.49	$2,041.97	$2,061.97	$614.52	$594.52	$48.88	$36.60	$206.30	$12.28	$96.77	1.9%
2012-2015 POS RET W/EADV	$1,529.21	$1,164.22	$1,014.51	$364.99	$260.50	$1,561.92	$1,188.20	$1,208.20	$373.71	$353.71	$32.71	$23.98	$193.69	$8.72	$93.21	2.1%
2012-2015 POS RET W/HMO MED SP	$2,099.64	$1,637.72	$1,014.51	$461.92	$260.50	$2,098.97	$1,637.20	$1,657.20	$461.77	$441.77	-$0.67	-$0.52	$642.69	-$0.15	$181.27	0.0%
BCBS HMO																
Employee	$1,119.26	$873.02	$893.02	$246.24	$226.24	$1,136.05	$886.12	$906.12	$249.93	$229.93	$16.79	$13.10	$13.10	$3.69	$3.69	1.5%
Employee + 1	$2,065.83	$1,611.35	$1,631.35	$454.48	$434.48	$2,096.82	$1,635.52	$1,655.52	$461.30	$441.30	$30.99	$24.17	$24.17	$6.82	$6.82	1.5%
Family	$2,803.11	$2,186.43	$2,206.43	$616.68	$596.68	$2,845.16	$2,219.22	$2,239.22	$625.93	$605.93	$42.04	$32.79	$32.79	$9.25	$9.25	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021				Estimated % change
OVER 65															
Kaiser Senior Advantage Plan															
REE-Only	$185.02	$144.32	$0.00	$40.70	$0.00	$175.37	$136.79	$0.00	$38.58	$0.00	-$9.65	-$7.53		-$2.12	-5.2%
REE+1	$370.03	$288.62	$0.00	$81.41	$0.00	$350.74	$273.58	$0.00	$77.16	$0.00	-$19.29	-$15.05		-$4.24	-5.2%
Family	$555.05	$432.94	$0.00	$122.11	$0.00	$526.11	$410.37	$0.00	$115.74	$0.00	-$28.94	-$22.57		-$6.37	-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$742.52	$0.00	$209.43	$0.00	$995.95	$776.84	$0.00	$219.11	$0.00	$44.00	$34.32		$9.68	4.6%
REE U65 KP HMO + SR DEP	$951.95	$742.52	$0.00	$209.43	$0.00	$995.95	$776.84	$0.00	$219.11	$0.00	$44.00	$34.32		$9.68	4.6%
Aetna Medicare Advantage - Base															
REE-Only	$217.57	$169.70	$0.00	$47.87	$0.00	$229.19	$178.77	$0.00	$50.42	$0.00	$11.62	$9.06		$2.56	5.3%
REE+1	$435.14	$339.41	$0.00	$95.73	$0.00	$458.38	$357.54	$0.00	$100.84	$0.00	$23.24	$18.13		$5.11	5.3%
Family	$652.71	$509.11	$0.00	$143.60	$0.00	$687.57	$536.30	$0.00	$151.27	$0.00	$34.86	$27.19		$7.67	5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,212.43	$0.00	$341.97	$0.00	$1,594.43	$1,243.65	$0.00	$350.77	$0.00	$40.03	$31.22		$8.81	2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$1,950.76	$0.00	$550.21	$0.00	$2,555.20	$1,993.05	$0.00	$562.14	$0.00	$54.23	$42.30		$11.93	2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,042.73	$0.00	$294.10	$0.00	$1,365.24	$1,064.89	$0.00	$300.35	$0.00	$28.41	$22.16		$6.25	2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$1,781.05	$0.00	$502.35	$0.00	$2,326.01	$1,814.29	$0.00	$511.72	$0.00	$42.61	$33.23		$9.37	1.9%
MA SP+U65 HMO REE	$1,336.83	$1,042.73	$0.00	$294.10	$0.00	$1,365.24	$1,064.89	$0.00	$300.35	$0.00	$28.41	$22.16		$6.25	2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$1,781.05	$0.00	$502.35	$0.00	$2,326.01	$1,814.29	$0.00	$511.72	$0.00	$42.61	$33.23		$9.37	1.9%
MA SP+O65 Ind REE	$848.31	$630.15	$0.00	$218.17	$0.00	$844.79	$628.16	$0.00	$216.63	$0.00	-$3.52	-$1.99		-$1.53	-0.4%
MA REE+1 O65 Ind Dep	$848.31	$630.15	$0.00	$218.17	$0.00	$844.79	$628.16	$0.00	$216.63	$0.00	-$3.52	-$1.99		-$1.53	-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,349.32	$0.00	$484.16	$0.00	$1,806.32	$1,330.07	$0.00	$476.25	$0.00	-$27.16	-$19.25		-$7.92	-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$799.85	$0.00	$266.03	$0.00	$1,073.98	$806.93	$0.00	$267.06	$0.00	$8.10	$7.07		$1.02	0.8%
Enhanced Aetna Medicare Advantage - Buy-up															
REE-Only	$254.19	$169.70	$0.00	$84.49	$0.00	$267.77	$178.77	$0.00	$89.00	$0.00	$13.58	$9.06		$4.52	5.3%
REE+1	$508.38	$339.41	$0.00	$168.97	$0.00	$535.54	$357.54	$0.00	$178.00	$0.00	$27.16	$18.13		$9.03	5.3%
Family	$762.57	$509.11	$0.00	$253.46	$0.00	$803.31	$536.30	$0.00	$267.01	$0.00	$40.74	$27.19		$13.55	5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,212.43	$0.00	$415.21	$0.00	$1,671.59	$1,243.65	$0.00	$427.93	$0.00	$43.95	$31.22		$12.73	2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$1,950.76	$0.00	$623.45	$0.00	$2,632.36	$1,993.05	$0.00	$639.30	$0.00	$58.15	$42.30		$15.85	2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,042.73	$0.00	$330.72	$0.00	$1,403.82	$1,064.89	$0.00	$338.93	$0.00	$30.37	$22.16		$8.21	2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$1,781.05	$0.00	$538.97	$0.00	$2,364.59	$1,814.29	$0.00	$550.30	$0.00	$44.57	$33.23		$11.33	1.9%
MA SP+U65 HMO REE	$1,373.45	$1,042.73	$0.00	$330.72	$0.00	$1,403.82	$1,064.89	$0.00	$338.93	$0.00	$30.37	$22.16		$8.21	2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$1,781.05	$0.00	$538.97	$0.00	$2,364.59	$1,814.29	$0.00	$550.30	$0.00	$44.57	$33.23		$11.33	1.9%
MA SP+O65 Ind REE	$884.93	$630.15	$0.00	$254.79	$0.00	$883.37	$628.16	$0.00	$255.21	$0.00	-$1.56	-$1.99		$0.43	-0.2%
MA REE+1 O65 Ind Dep	$884.93	$630.15	$0.00	$254.79	$0.00	$883.37	$628.16	$0.00	$255.21	$0.00	-$1.56	-$1.99		$0.43	-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,349.32	$0.00	$520.78	$0.00	$1,844.90	$1,330.07	$0.00	$514.83	$0.00	-$25.20	-$19.25		-$5.96	-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$799.85	$0.00	$339.27	$0.00	$1,151.14	$806.93	$0.00	$344.22	$0.00	$12.02	$7.07		$4.94	1.1%
BCBS HMO/Medicare															
Employee	$824.62	$643.21	$0.00	$181.42	$0.00	$804.83	$627.77	$0.00	$177.06	$0.00	-$19.80	-$15.44		-$4.36	-2.4%
Family	$1,557.69	$1,215.00	$0.00	$342.69	$0.00	$1,520.31	$1,185.84	$0.00	$334.47	$0.00	-$37.39	-$29.16		-$8.22	-2.4%
BCBS Indemnity/Medicare															
Employee	$630.74	$460.44	$0.00	$170.30	$0.00	$615.60	$449.39	$0.00	$166.21	$0.00	-$15.14	-$11.05		-$4.09	-2.4%
Family	$1,615.91	$1,179.62	$0.00	$436.30	$0.00	$1,577.13	$1,151.30	$0.00	$425.82	$0.00	-$38.78	-$28.31		-$10.47	-2.4%

2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2016 AND AFTER RETIREES	Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		Total Premium	County Cost		Employee Contribution		
UNDER 65		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness		w/o Wellness	w/ Wellness	w/o Wellness	w/ Wellness	
BCBS HSA																
Employee	$998.99	$799.20	$819.20	$199.80	$179.80	$1,013.98	$811.19	$831.19	$202.80	$182.80	$14.99	$11.99	$11.99	$3.00	$3.00	1.5%
Employee + 1	$1,909.70	$1,527.76	$1,547.76	$381.94	$361.94	$1,938.35	$1,550.68	$1,570.68	$387.67	$367.67	$28.64	$22.91	$22.91	$5.73	$5.73	1.5%
Family	$2,547.96	$2,038.37	$2,058.37	$509.59	$489.59	$2,586.18	$2,068.94	$2,088.94	$517.24	$497.24	$38.22	$30.58	$30.58	$7.64	$7.64	1.5%
Kaiser HMO																
Employee	$766.93	$613.54	$633.54	$153.39	$133.39	$820.58	$656.46	$676.46	$164.12	$144.12	$53.65	$42.92	$42.92	$10.73	$10.73	7.0%
Employee + 1	$1,466.06	$1,172.85	$1,192.85	$293.21	$273.21	$1,568.63	$1,254.90	$1,274.90	$313.73	$293.73	$102.57	$82.06	$82.06	$20.51	$20.51	7.0%
Family	$1,957.81	$1,566.25	$1,586.25	$391.56	$371.56	$2,094.78	$1,675.82	$1,695.82	$418.96	$398.96	$136.97	$109.58	$109.58	$27.39	$27.39	7.0%
Kaiser Retiree W/EADV SP + HMO Dep	$1,845.74	$1,447.30	$1,467.30	$398.44	$378.44	$1,893.18	$1,483.68	$1,503.68	$409.50	$389.50	$47.43	$36.38	$36.38	$11.05	$11.05	2.6%
BCBS POS																
Employee	$1,275.02	$956.26	$976.26	$318.75	$298.75	$1,294.15	$970.61	$990.61	$323.54	$303.54	$19.13	$14.35	$14.35	$4.78	$4.78	1.5%
Employee + 1	$2,353.42	$1,765.06	$1,785.06	$588.35	$568.35	$2,388.72	$1,791.54	$1,811.54	$597.18	$577.18	$35.30	$26.48	$26.48	$8.83	$8.83	1.5%
Family	$3,193.19	$2,394.89	$2,414.89	$798.30	$778.30	$3,241.09	$2,430.82	$2,450.82	$810.27	$790.27	$47.90	$35.93	$35.93	$11.98	$11.98	1.5%
BCBS HMO																
Employee	$1,119.26	$839.44	$859.44	$279.81	$259.81	$1,136.05	$908.84	$928.84	$227.21	$207.21	$16.79	$69.40	$69.40	-$52.60	-$52.60	1.5%
Employee + 1	$2,065.83	$1,549.37	$1,569.37	$516.46	$496.46	$2,096.82	$1,677.45	$1,697.45	$419.36	$399.36	$30.99	$128.08	$128.08	-$97.09	-$97.09	1.5%
Family	$2,803.11	$2,102.33	$2,122.33	$700.78	$680.78	$2,845.16	$2,276.13	$2,296.13	$569.03	$549.03	$42.04	$173.79	$173.79	-$131.75	-$131.75	1.5%

Fulton County
2022 Medical & Rx Rates
2022 VS 2021 Monthly Rate Comparison

	PY 2021 - Monthly Rates					PY 2022 - Monthly Rates					Monthly Rate Change - 2022 vs. 2021					Estimated % change
2016 AND AFTER RETIREES	**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		**Total Premium**	**County Cost**		**Employee Contribution**		
OVER 65																
Kaiser Senior Advantage Plan																
REE-Only	$185.02	$148.02	$0.00	$37.00	$0.00	$175.37	$140.30	$0.00	$35.07	$0.00	-$9.65	-$7.72		-$1.93		-5.2%
REE+1	$370.03	$296.02	$0.00	$74.01	$0.00	$350.74	$280.59	$0.00	$70.15	$0.00	-$19.29	-$15.43		-$3.86		-5.2%
SR REE + 1 U65 KP HMO DEP	$555.05	$444.04	$0.00	$111.01	$0.00	$526.11	$420.89	$0.00	$105.22	$0.00	-$28.94	-$23.15		-$5.79		-5.2%
SR REE + 1 U65 KP HMO DEP	$951.95	$761.56	$0.00	$190.39	$0.00	$995.95	$796.76	$0.00	$199.19	$0.00	$44.00	$35.20		$8.80		4.6%
REE U65 KP HMO + SR DEP	$951.95	$761.56	$0.00	$190.39	$0.00	$995.95	$796.76	$0.00	$199.19	$0.00	$44.00	$35.20		$8.80		4.6%
Aetna Medicare Advantage - Base																
REE-Only	$217.57	$174.06	$0.00	$43.51	$0.00	$229.19	$183.35	$0.00	$45.84	$0.00	$11.62	$9.30		$2.32		5.3%
REE+1	$435.14	$348.11	$0.00	$87.03	$0.00	$458.38	$366.70	$0.00	$91.68	$0.00	$23.24	$18.59		$4.65		5.3%
Family	$652.71	$522.17	$0.00	$130.54	$0.00	$687.57	$550.06	$0.00	$137.51	$0.00	$34.86	$27.89		$6.97		5.3%
MA REE+SP+1 U65 HMO Dep	$1,554.40	$1,187.56	$0.00	$366.84	$0.00	$1,594.43	$1,275.54	$0.00	$318.89	$0.00	$40.03	$87.99		-$47.96		2.6%
MA REE+SP+2 U65 HMO Deps	$2,500.97	$1,897.48	$0.00	$603.49	$0.00	$2,555.20	$2,044.16	$0.00	$511.04	$0.00	$54.23	$146.67		-$92.45		2.2%
MA REE+1 U65 HMO Dep	$1,336.83	$1,013.50	$0.00	$323.33	$0.00	$1,365.24	$1,092.19	$0.00	$273.05	$0.00	$28.41	$78.69		-$50.28		2.1%
MA REE+2 U65 HMO Deps	$2,283.40	$1,723.43	$0.00	$559.97	$0.00	$2,326.01	$1,860.81	$0.00	$465.20	$0.00	$42.61	$137.38		-$94.77		1.9%
MA SP+U65 HMO REE	$1,336.83	$1,013.50	$0.00	$323.33	$0.00	$1,365.24	$1,092.19	$0.00	$273.05	$0.00	$28.41	$78.69		-$50.28		2.1%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,283.40	$1,723.43	$0.00	$559.97	$0.00	$2,326.01	$1,860.81	$0.00	$465.20	$0.00	$42.61	$137.38		-$94.77		1.9%
MA SP+O65 Ind REE	$848.31	$647.11	$0.00	$201.20	$0.00	$844.79	$645.05	$0.00	$199.74	$0.00	-$3.52	-$2.06		-$1.46		-0.4%
MA REE+1 O65 Ind Dep	$848.31	$647.11	$0.00	$201.20	$0.00	$844.79	$645.05	$0.00	$199.74	$0.00	-$3.52	-$2.06		-$1.46		-0.4%
MA REE+2 O65 Ind Deps	$1,833.48	$1,385.99	$0.00	$447.49	$0.00	$1,806.32	$1,366.20	$0.00	$440.12	$0.00	-$27.16	-$19.79		-$7.37		-1.5%
MA REE+SP+1 O65 Ind Dep	$1,065.88	$821.17	$0.00	$244.71	$0.00	$1,073.98	$828.41	$0.00	$245.58	$0.00	$8.10	$7.24		$0.86		0.8%
Enhanced Aetna Medicare Advantage - Buy-up																
REE-Only	$254.19	$174.06	$0.00	$80.13	$0.00	$267.77	$183.35	$0.00	$84.42	$0.00	$13.58	$9.30		$4.28		5.3%
REE+1	$508.38	$348.11	$0.00	$160.27	$0.00	$535.54	$366.70	$0.00	$168.84	$0.00	$27.16	$18.59		$8.57		5.3%
Family	$762.57	$522.17	$0.00	$240.40	$0.00	$803.31	$550.06	$0.00	$253.25	$0.00	$40.74	$27.89		$12.85		5.3%
MA REE+SP+1 U65 HMO Dep	$1,627.64	$1,187.56	$0.00	$440.08	$0.00	$1,671.59	$1,275.54	$0.00	$396.05	$0.00	$43.95	$87.99		-$44.04		2.7%
MA REE+SP+2 U65 HMO Deps	$2,574.21	$1,897.48	$0.00	$676.73	$0.00	$2,632.36	$2,044.16	$0.00	$588.20	$0.00	$58.15	$146.67		-$88.53		2.3%
MA REE+1 U65 HMO Dep	$1,373.45	$1,013.50	$0.00	$359.95	$0.00	$1,403.82	$1,092.19	$0.00	$311.63	$0.00	$30.37	$78.69		-$48.32		2.2%
MA REE+2 U65 HMO Deps	$2,320.02	$1,723.43	$0.00	$596.59	$0.00	$2,364.59	$1,860.81	$0.00	$503.78	$0.00	$44.57	$137.38		-$92.81		1.9%
MA SP+U65 HMO REE	$1,373.45	$1,013.50	$0.00	$359.95	$0.00	$1,403.82	$1,092.19	$0.00	$311.63	$0.00	$30.37	$78.69		-$48.32		2.2%
MA SP+U65 HMO REE+1 U65 HMO Dep	$2,320.02	$1,723.43	$0.00	$596.59	$0.00	$2,364.59	$1,860.81	$0.00	$503.78	$0.00	$44.57	$137.38		-$92.81		1.9%
MA SP+O65 Ind REE	$884.93	$647.11	$0.00	$237.82	$0.00	$883.37	$645.05	$0.00	$238.32	$0.00	-$1.56	-$2.06		$0.50		-0.2%
MA REE+1 O65 Ind Dep	$884.93	$647.11	$0.00	$237.82	$0.00	$883.37	$645.05	$0.00	$238.32	$0.00	-$1.56	-$2.06		$0.50		-0.2%
MA REE+2 O65 Ind Deps	$1,870.10	$1,385.99	$0.00	$484.11	$0.00	$1,844.90	$1,366.20	$0.00	$478.70	$0.00	-$25.20	-$19.79		-$5.41		-1.3%
MA REE+SP+1 O65 Ind Dep	$1,139.12	$821.17	$0.00	$317.95	$0.00	$1,151.14	$828.41	$0.00	$322.74	$0.00	$12.02	$7.24		$4.78		1.1%
BCBS HMO/Medicare																
Employee	$824.62	$659.70	$0.00	$164.92	$0.00	$804.83	$643.86	$0.00	$160.97	$0.00	-$19.80	-$15.84		-$3.96		-2.4%
Family	$1,557.69	$1,246.15	$0.00	$311.54	$0.00	$1,520.31	$1,216.24	$0.00	$304.06	$0.00	-$37.39	-$29.91		-$7.48		-2.4%
BCBS Indemnity/Medicare																
Employee	$630.74	$473.06	$0.00	$157.69	$0.00	$615.60	$461.70	$0.00	$153.90	$0.00	-$15.14	-$11.36		-$3.79		-2.4%
Family	$1,615.91	$1,211.93	$0.00	$403.98	$0.00	$1,577.13	$1,182.85	$0.00	$394.28	$0.00	-$38.78	-$29.09		-$9.70		-2.4%

	2022 Projected Cost & Rates				
	Projected Enrollment	Total Premium	County Cost	Employee Contributions	County Cost Share
Active					
BCBS HSA	330	$ 4,259,440	$ 3,455,072	$ 804,368	81.1%
Kaiser HMO	2,132	$ 23,942,228	$ 19,460,982	$ 4,481,246	81.3%
BCBS POS	761	$ 12,772,113	$ 9,688,765	$ 3,083,348	75.9%
BCBS HMO	761	$ 11,138,073	$ 9,020,139	$ 2,117,935	81.0%
U65 Retiree					
BCBS HSA	62	$ 1,180,463	$ 961,443	$ 219,019	81.4%
BCBS HSA Split Plan	-	$ -	$ -	$ -	0.0%
Kaiser HMO	344	$ 5,547,804	$ 4,499,900	$ 1,047,904	81.1%
Kaiser HMO Split Plan	7	$ 68,929	$ 56,921	$ 12,007	82.6%
BCBS POS	487	$ 12,082,729	$ 9,631,603	$ 2,451,126	79.7%
BCBS POS Split Plan	20	$ 336,865	$ 272,273	$ 64,592	80.8%
BCBS HMO	233	$ 5,074,313	$ 4,110,386	$ 963,927	81.0%
BCBS HMO Split Plan	72	$ 1,166,014	$ 986,913	$ 179,101	84.6%
O65 Retiree (MAPD)					
Kaiser Senior Advantage	18	$ 46,298	$ 41,737	$ 4,561	90.1%
Kaiser Senior Advantage Split plan	7	$ 14,731	$ 13,486	$ 1,245	91.5%
Basic MAPD	677	$ 2,425,747	$ 2,209,157	$ 216,589	91.1%
Basic MAPD Split Plan	47	$ 134,764	$ 122,434	$ 12,330	90.9%
Enhanced MAPD (Buy-up)	574	$ 2,438,849	$ 1,871,030	$ 567,819	76.7%
Enhanced MAPD Split Plan	62	$ 205,647	$ 158,715	$ 46,933	77.2%
O65 Retiree (non-MAPD)					
BCBS Medicare HMO	460	$ 6,297,171	$ 5,494,016	$ 803,155	87.2%
BCBS Medicare HMO Split Plan	5	$ 48,290	$ 39,735	$ 8,555	82.3%
BCBS Medicare Indemnity	525	$ 5,770,577	$ 4,605,266	$ 1,165,311	79.8%
BCBS Medicare Indemnity Split Plan	26	$ 238,221	$ 186,351	$ 51,870	78.2%
BCBS PPO Plus Medicare	11	$ 138,951	$ 127,456	$ 11,495	91.7%

By Status					
Active	3,984	$ 52,111,853	$ 41,624,957	$ 10,486,896	79.9%
Retiree - Under 65	1,225	$ 25,457,115	$ 20,519,440	$ 4,937,676	80.6%
Retiree - Over 65	2,412	$ 17,759,246	$ 14,869,383	$ 2,889,863	83.7%
By Plan					
BCBS HSA	392	$ 5,439,903	$ 4,416,515	$ 1,023,387	81.2%
Kaiser HMO	2,483	$ 29,558,960	$ 24,017,803	$ 5,541,157	81.3%
BCBS POS	1,268	$ 25,191,707	$ 19,592,641	$ 5,599,066	77.8%
BCBS HMO	1,066	$ 17,378,400	$ 14,117,437	$ 3,260,962	81.2%
MAPD	1,385	$ 5,266,036	$ 4,416,559	$ 849,477	83.9%
O65 Retiree Non-MAPD	1,027	$ 12,493,210	$ 10,452,824	$ 2,040,386	83.7%
Total Medical	**7,621**	**95,328,215**	**77,013,780**	**18,314,435**	**80.8%**

Active					
Dental PPO	2,779	$ 1,927,312	$ 1,445,484	$ 481,828	75.0%
Dental HMO	1,314	$ 452,734	$ 339,550	$ 113,183	75.0%
Retiree					
Dental PPO	2,692	$ 1,702,029		$ 1,702,029	0.0%
Dental HMO	617	$ 213,127		$ 213,127	0.0%

By Status					
Active	4,093	$ 2,380,046	$ 1,785,034	$ 595,011	75%
Retiree	3,309	$ 1,915,156	$ -	$ 1,915,156	0%

	2022 Projected Cost & Rates				
	Projected Enrollment	Total Premium	County Cost	Employee Contributions	County Cost Share
By Plan					
Dental PPO	5,471	$ 3,629,341	$ 1,445,484	$ 2,183,857	40%
Dental HMO	1,931	$ 665,860	$ 339,550	$ 326,310	51%
Total Dental	**7,402**	**$ 4,295,201**	**$ 1,785,034**	**$ 2,510,167**	**42%**
Vision	**7,253**	**$ 974,761**	**$565,362**	**$ 409,400**	**58%**
Grand Total - Medical/Rx, Dental, and Vision		**$ 100,598,178**	**$ 79,364,176**	**$ 21,234,002**	**79%**
Additional Funding from Vacant Positions		**$ 5,282,398**	**$ 5,282,398**	**$ -**	**100%**
- Available from Vacancy Funding (400 Positions) *		**$ 5,284,513**	**$ 5,284,513**	**$ -**	**100%**
- Additional to Achieve Rate change scenario		**$ (2,115)**	**$ (2,115)**	**$ -**	**100%**
Grand Total Funding		**$ 105,880,576**	**$ 84,646,574**	**$ 21,234,002**	**80%**

* Vacancy funding is determined using the County's contribution rate for an Active employee in the Anthem BCBS HSA plan with Employee + 1 coverage.

Fulton County
2022 Dental Rates

	PY 2021 - Monthly Rates			PY 2022 - Monthly Rates			2022 vs. 2021			Estimated % change
	Total Dental Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Dental Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Dental Costs	Monthly County Contrib.	Monthly Employee Contrib.	
Active DPPO										
Employee	$34.62	$26.11	$8.51	$32.83	$24.62	$8.21	($1.79)	($1.48)	($0.30)	-5.2%
Employee + 1	$70.99	$53.38	$17.60	$67.33	$50.50	$16.83	($3.66)	($2.89)	($0.77)	-5.2%
Family	$93.09	$69.96	$23.13	$88.29	$66.22	$22.07	($4.80)	($3.74)	($1.06)	-5.2%
Active DHMO										
Employee	$16.97	$12.99	$3.81	$16.97	$12.73	$4.24	$0.00	($0.26)	$0.43	0.0%
Employee + 1	$33.11	$25.34	$7.76	$33.11	$24.83	$8.28	$0.00	($0.50)	$0.51	0.0%
Family	$54.33	$41.58	$13.87	$54.33	$40.75	$13.58	$0.00	($0.83)	($0.29)	0.0%
Early Retiree DPPO										
Employee	$34.62	$0.00	$34.62	$32.83	$0.00	$32.83	($1.79)	$0.00	($1.79)	-5.2%
Employee + 1	$70.99	$0.00	$70.99	$67.33	$0.00	$67.33	($3.66)	$0.00	($3.66)	-5.2%
Family	$93.09	$0.00	$93.09	$88.29	$0.00	$88.29	($4.80)	$0.00	($4.80)	-5.2%
Early Retiree DHMO										
Employee	$16.97	$0.00	$16.97	$16.97	$0.00	$16.97	$0.00	$0.00	$0.00	0.0%
Employee + 1	$33.11	$0.00	$33.11	$33.11	$0.00	$33.11	$0.00	$0.00	$0.00	0.0%
Family	$54.33	$0.00	$54.33	$54.33	$0.00	$54.33	$0.00	$0.00	$0.00	0.0%
Over 65, Medicare Retiree DPPO										
Employee	$34.62	$0.00	$34.62	$32.83	$0.00	$32.83	($1.79)	$0.00	($1.79)	-5.2%
Family	$78.81	$0.00	$78.81	$74.75	$0.00	$74.75	($4.06)	$0.00	($4.06)	-5.2%
Over 65, Medicare Retiree DHMO										
Employee	$16.97	$0.00	$16.97	$16.97	$0.00	$16.97	$0.00	$0.00	$0.00	0.0%
Family	$39.43	$0.00	$39.43	$39.43	$0.00	$39.43	$0.00	$0.00	$0.00	0.0%

Fulton County
2022 Vision Rates

Current Flat-Rate Structure

Flat Rates	PY 2021 - Monthly Rates			PY 2022 - Monthly Rates			2022 vs. 2021			Estimated % change
	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	
Active, Early Retiree, and Medicare Retiree Vision										
Employee	$12.48	$7.24	$5.24	$11.20	$6.50	$4.70	($1.28)	($0.74)	($0.54)	-10.3%
Employee + 1	$12.48	$7.24	$5.24	$11.20	$6.50	$4.70	($1.28)	($0.74)	($0.54)	-10.3%
Family	$12.48	$7.24	$5.24	$11.20	$6.50	$4.70	($1.28)	($0.74)	($0.54)	-10.3%

Proposed 3-Tier Rate Structure

Tiered Rates	PY 2021 - Monthly Rates			PY 2022 - Monthly Rates			2022 vs. 2021			Estimated % change
	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	Total Vision Costs	Monthly County Contrib.	Monthly Employee Contrib.	
Active, Early Retiree, and Medicare Retiree Vision										
Employee	$12.48	$7.24	$5.24	$7.02	$4.07	$2.95	($5.46)	($3.17)	($2.29)	-43.7%
Employee + 1	$12.48	$7.24	$5.24	$14.40	$8.35	$6.05	$1.92	$1.11	$0.81	15.4%
Family	$12.48	$7.24	$5.24	$18.89	$10.96	$7.93	$6.41	$3.72	$2.69	51.3%

2022 MEDICAL& PHARMACY (RX) PLAN DESIGNS COMPARISON

MEDICAL

	ANTHEM HSA PLAN*		ANTHEM POS PLAN*		KAISER HMO PLAN	ANTHEM HMO
	In-Network (Less Restrictive)	Out-of-Network	In-Network (Less Restrictive)	Out-of-Network	In-Network Only (Restrictive)	In-Network Only (Less Restrictive)
HSA Contribution	$750 Employee $1,500 Emp +1 $1,500 Family		Not Available		Not Available	Not Available
Annual Deductible	$1,500 Employee $3,000 Emp + 1 $3,000 Family	$3,000 Employee $6,000 Emp + 1 $6,000 Family	$500 Employee $750 Emp + 1 $1,000 Family	$1,000 Employee $1,500 Emp + 1 $2,000 Family	No deductible	No deductible
Annual Out-of-Pocket Maximum	$3,000 Employee $6,000 Emp + 1 $6,000 Family	$6,000 Employee $12,000 Emp + 1 $12,000 Family	$2,000 Employee $3,000 Emp+ 1 $4,000 Family	$4,000 Employee $6,000 Emp+ 1 $8,000 Family	$6,450 Emp $12,900 Family	$6,450 Emp $12,900 Family
Coinsurance	90%	60%	80%	60%	100%	100%
Preventive Care	100%, no deductible	60% after deductible	100%, no deductible	60%	100%	100%
Office Visit	90% after deductible	60% after deductible	$30 PCP $50 SPC	60% after deductible	$25 PCP $40 SPC	$25 PCP $40 SPC
Hearing Aid Benefit	90% after deductible	60% after deductible	80% after deductible	60% after deductible	100%, up to $2,000 annual maximum	100%, up to $2,000 annual maximum
Outpatient Lab & X-Ray	90% after deductible	60% after deductible	80% after deductible	60% after deductible	100%	100%
Hospital Emergency Room	90% after deductible	90% after deductible	$200 copay/visit (copay waived, if admitted)	$200 copay/visit (copay waived, if admitted)	$150 copay/visit (copay waived, if admitted)	$150 copay/visit (copay waived, if admitted)
Urgent Care	90% after deductible	60% after deductible	$50 copay/visit	60% after deductible	$50 copay/visit at designated facilities	$50 copay/visit at designated facilities
Inpatient Hospital	90% after deductible	60% after deductible	80% after deductible	60% after deductible	$250 copay/ admission	$250 copay/ admission
Outpatient Hospital	90% after deductible	60% after deductible	80% after deductible	60% after deductible	$150 copay/visit	$150 copay/visit

2022 MEDICAL& PHARMACY (RX) PLAN DESIGNS COMPARISON (CONTINUED)

MEDICAL CONT'D

	ANTHEM HSA PLAN*		ANTHEM POS PLAN*		KAISER HMO PLAN	ANTHEM HMO
	In-Network (Less Restrictive)	Out-of-Network	In-Network (Less Restrictive)	Out of Network	In-Network Only (Restrictive)	In-Network Only (Less Restrictive)
Maternity Care						
• Pre/Post Delivery Exams	90% after deductible	60% after deductible	80% after deductible	60% after deductible	$25 PCP/initial visit; $35 OB/GYN/ initial visit; $120 copay/admission	$25 PCP/initial visit; $35 OB/GYN/ initial visit; $120 copay/admission
• Delivery					$120 copay for professional fees/ doctor	$120 copay for professional fees/ doctor
Skilled Nursing Facility	90% after deductible	60% after deductible	80% after deductible	60% after deductible	100%, up to 120 days/year	100%, up to 120 days/year
Home Health Care	90% after deductible	60% after deductible	80% after deductible	60% after deductible	100%, up to 120 days/year	100%, up to 120 days/year
Mental Health Benefits						
• Outpatient	90% after deductible	60% after deductible	80% after deductible	60% after deductible	$25 copay	$25 copay
• Inpatient					$120 copay	$120 copay
• Intermediate/ Alternative Care					100%	100%

PHARMACY (RX)

Retail (30-day supply)						
• Generic	90% after deductible	60% after deductible	$10 copay	60% after deductible	$10 copay	$10 copay
• Preferred Brand			$35 copay		$30 copay	$30 copay
• Non-Preferred Brand			$60 copay		$50 copay	$50 copay
• Specialty Brand			$100 copay		$75 copay	$75 copay
Mail Order (90-day supply)						
• Generic	90% after deductible	Not Available	$20 copay	Not Available	$20 copay	$20 copay
• Preferred Brand			$60 copay		$60 copay	$60 copay
• Non-Preferred Brand			$100 copay		$100 copay	$100 copay
• Specialty Brand			$150 copay		$150 copay	$150 copay

- *If you are enrolled in the Anthem POS or HMO Plan and use Grady Health System providers, no deductibles, copays, or coinsurance payments are required.*
- *If you are enrolled in the HSA Plan and use Grady Health System providers, services will be covered at 100%, after deductible.*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0658 **Meeting Date:** 9/1/2021

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of recommended proposals - Finance Department, 21RFP071321C-MH, Voluntary Worksite Benefits with (A) Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated to provide Accident Insurance, Critical Illness Insurance, Hospital Indemnity Insurance, Whole Life with Long Term Care Rider and Flexible Spending Accounts (Ameriflex Administrator);(B) Pre-Paid Legal Services, Inc. dba LegalShield to provide Identity Theft Protection; and, (C) Metropolitan Life Insurance Company to provide Short-term Disability Insurance & MetLife Legal Plans, Inc. to provide Legal Insurance. Voluntary Benefit Plan Premiums/Contributions 100% employee paid. Transition of services to begin upon Board approval through December 31, 2021; Plans will be effective January 1, 2022 through December 31, 2022 with four renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-374 and 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 *(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: Fulton County currently provides voluntary worksite benefits to approximately 3,200

active employees. In April of this year, the Finance Department conducted a survey of County employees to gauge their interest on current voluntary insurance offerings, and possibility of adding new insurance products available in the marketplace. The results of the survey indicated a high interest in short term personal Loans, fertility treatment assistance programs, and continuation of existing products. In addition, the County currently offers to employees a Legal Shield legal product with no formal "written" agreement/contract or insurance requirements currently in effect with the company and/or their respective agents or representatives. As part as this recommendation, the County solicited proposals to formalize this offering. The premiums for voluntary benefits are 100% employee paid and are payroll deducted on a pre-tax and post-tax basis. Temporary employees are only eligible for post-tax product offerings.

Community Impact: None

Department Recommendation: The process review resulted in the following recommendation from the evaluation Committee:

Plans	Vendor	Pre or Post Tax Premiums/Contributions
Critical Illness insurance	Aflac	Pre-Tax
Hospital Indemnity insurance	Aflac	Pre-Tax
Accident Insurance	Aflac	Pre-Tax
Whole Life with Long Term Care Rider	Aflac	Post-Tax
Flexible Spending Accounts : Commuter/Transit, Dependent Care, Limited Purpose & Traditional Health	Aflac (Ameriflex Administrator)	Pre-Tax
Identity Theft Protection	Pre-paid Legal Services, Inc. dba LegalShield	Post-Tax
Short Term Disability insurance	Metlife	Post-Tax
Legal Insurance – New	Metlife	Post-Tax

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: The only proposal on the Fertility Treatment Assistance Program, requires the County to establish a Health Reimbursement Account for each participating employee and make contributions to cover the costs of treatments. Since Voluntary Benefits are 100% employee paid, this program offering is not feasible. Two proposals were submitted to the County for personal loans. The personal loan program is not being recommended at this time due to the rate offerings received.

HISTORY OF BOC AGENDA ITEM: This is a new procurement.

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

Total Contract Value: 100.00% Employee Funded

(A)
Contract Value: 100.00% Employee Funded
Prime Vendor: Continental American Insurance Co. dba Aflac Group
Prime Status: Non-Minority
Location: Columbia, SC
County: Richland County
Prime Value: 100.00% Employee Funded
Subcontractor: None

Total Contract Value: 100.00% Employee Funded
Total M/FBE Value: $-0-

(B)
Contract Value: 100.00% Employee Funded
Prime Vendor: Pre-Paid Legal Services dba Legal Shield
Prime Status: Non-Minority
Location: Ada, OK
County: Pontotoc County
Prime Value: 100.00% Employee Funded
Subcontractor: None

Total Contract Value: 100.00% Employee Funded
Total M/FBE Value: $-0-

(C)
Contract Value: 100.00% Employee Funded
Prime Vendor: Metropolitan Life Insurance Company & MetLife Legal Plans, Inc.
Prime Status: Non-Minority
Location: New York, NY
County: New York County
Prime Value: 100.00% Employee Funded
Subcontractor: None

Total Contract Value: 100.00% Employee Funded
Total M/FBE Value: $-0-

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letters
Exhibit 2: Contractor Performance Reports

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

Ray Turner, Deputy Finance Director (404) 612-7737
Melissa Barnett, Benefits Manager (404) 612-4243

Contract Attached

No

Previous Contracts

Choose an item.

Total Contract Value: 100% EMPLOYEE PAID - NO COST TO THE COUNTY

Original Approved Amount:	$0
Previous Adjustments:	$0
This Request:	$0
TOTAL:	$0

Grant Information Summary

Amount Requested:	N/A
Match Required:	N/A
Start Date:	N/A
End Date:	N/A
Match Account $:	N/A

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

Fiscal Impact / Funding Source: All the above voluntary benefit plans are 100% employee paid; no cost impact to the County.

Key Contract Terms	
Start Date: 1/1/2022	**End Date:** 12/31/2022
Cost Adjustment: n/a	**Renewal/Extension Terms**: Four renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: Click here to enter a date. **Report Period End:** Click here to enter a date.

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Accident)

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 Finance Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of the Group Accident section of this project:

1. Metropolitan Life Insurance Company
2. Hartford Life and Accident Insurance Company Corporation
3. Aflac Group Incorporated

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Aflac Group Incorporated** with a total score of **86.54**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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:
Melissa Barnett
EA4CC31E79A54BE...
Melissa Barnett, Benefits Manager

DocuSigned by:
Joshua Humphries
C4BB4055E68540F...
Joshua Humphries HR Operations Manager

DocuSigned by:
Nicole McNeil
E535A011540E456...
Nicole McNeil Employee Benefits Specialist, Sr.

DocuSigned by:
Verna Thomas
FC4E3266DCD2452...
Verna Thomas Benefits Supervisor

DocuSigned by:
Ray Turner
43EAB45F3E5E409...
Ray Turner Deputy Director

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EVALUATION CRITERIA	WEIGHT	Metropolitan Life Insurance Company	Aflac Group Incorporated	Hartford Life and Accident Insurance Company Corporation
Project Plan/Approach to Work	**35**	**26.25**	**33.25**	**22.75**
Qualification of Key Personnel	**15**	**14.25**	**14.25**	**12.75**
Relevant Project Experience/Past Performance	**15**	**12.00**	**14.25**	**11.25**
Availability of Key Personnel	**8**	**6.40**	**8**	**6.40**
Local Preference	**5**	**5**	**5**	**0**
Service Disabled Veterans Preference	**2**	**0**	**0**	**0**
Cost Proposal	**20**	**18.78**	**11.79**	**20**
TOTAL SCORE:	**100.00**	**82.68**	**86.54**	**73.15**

**To sum Total Score columns highlight the row and press F9*

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Critical Illness)

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 Finance Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of the Group Critical Illness section of this project:

1. Metropolitan Life Insurance Company
2. Hartford Life and Accident Insurance Company Corporation
3. Aflac Group Incorporated

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Aflac Group Incorporated** with a total score of **90.50**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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.

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Ray Turner Deputy Director

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EVALUATION CRITERIA	WEIGHT	Metropolitan Life Insurance Company	Aflac Group Incorporated	Hartford Life and Accident Insurance Company Corporation
Project Plan/Approach to Work	**35**	**21.88**	**28.44**	**26.25**
Qualification of Key Personnel	**15**	**14.06**	**15.00**	**13.13**
Relevant Project Experience/Past Performance	**15**	**12.19**	**14.06**	**12.19**
Availability of Key Personnel	**8**	**6**	**8**	**6**
Local Preference	**5**	**5**	**5**	**0**
Service Disabled Veterans Preference	**2**	**0**	**0**	**0**
Cost Proposal	**20**	**17.16**	**20**	**20**
TOTAL SCORE:	**100.00**	**76.29**	**90.50**	**77.56**

**To sum Total Score columns highlight the row and press F9*

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Hospital Indemnity)

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 Finance Department.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of the Group Hospital Indemnity section of this project:

1. Metropolitan Life Insurance Company
2. Aflac Group Incorporated

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Aflac Group Incorporated** with a total score of **96.85**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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.

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Ray Turner Deputy Director

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EVALUATION CRITERIA	WEIGHT	Metropolitan Life Insurance Company	Aflac Group Incorporated
Project Plan/Approach to Work	**35**	**26.25**	**35**
Qualification of Key Personnel	**15**	**14.25**	**15.00**
Relevant Project Experience/Past Performance	**15**	**11.25**	**14.25**
Availability of Key Personnel	**8**	**6**	**7.60**
Local Preference	**5**	**5**	**5**
Service Disabled Veterans Preference	**2**	**0**	**0**
Cost Proposal	**20**	**18.17**	**20**
TOTAL SCORE:	**100.00**	**80.92**	**96.85**

**To sum Total Score columns highlight the row and press F9*

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Identity Theft)

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 Finance Department.

One (1) qualified firms submitted proposals for evaluation and consideration for award of the Group Identity Theft section of this project:

1. Pre-Paid Legal Services, Inc. dba LegalShield

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Pre-paid Legal Services, Inc. dba LegalShield** with a total score of **74.85**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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.

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Ray Turner Deputy Director

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EVALUATION CRITERIA	WEIGHT	Pre-paid Legal Services, Inc. dba Legal Shield
Project Plan/Approach to Work	**35**	**28**
Qualification of Key Personnel	**15**	**11.25**
Relevant Project Experience/Past Performance	**15**	**12**
Availability of Key Personnel	**8**	**3.60**
Local Preference	**5**	**0**
Service Disabled Veterans Preference	**2**	**0**
Cost Proposal	**20**	**20**
TOTAL SCORE:	**100.00**	**74.85**

**To sum Total Score columns highlight the row and press F9*

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Legal Assistance)

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 Finance Department.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of the Group Legal Assistance section of this project:

1. Pre-Paid Legal Services, Inc. dba LegalShield
2. Metropolitan Life Insurance Company

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Metropolitan Life Insurance Company** with a total score of **85.70**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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.

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Ray Turner Deputy Director

DocuSign Envelope ID: 1D183F06-3EA0-4592-8F0F-F5F4D233F01A

EVALUATION CRITERIA	WEIGHT	Pre-paid Legal Services, Inc. dba Legal Shield	Metropolitan Life Insurance Company
Project Plan/Approach to Work	**35**	**26.25**	**28**
Qualification of Key Personnel	**15**	**12**	**13.50**
Relevant Project Experience/Past Performance	**15**	**13.50**	**12**
Availability of Key Personnel	**8**	**5.20**	**7.20**
Local Preference	**5**	**0**	**5**
Service Disabled Veterans Preference	**2**	**0**	**0**
Cost Proposal	**20**	**15.10**	**20**
TOTAL SCORE:	**100.00**	**72.05**	**85.70**

**To sum Total Score columns highlight the row and press F9*

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Whole Life)

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 Finance Department.

One (1) qualified firms submitted proposals for evaluation and consideration for award of the Group Whole Life section of this project:

1. Aflac Group Incorporated

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Aflac Group Incorporated** with a total score of **96.50**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

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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:
Melissa Barnett
EA4CC31E79A54BE...
Melissa Barnett, Benefits Manager

DocuSigned by:
Joshua Humphries
C4BB4055E68540F...
Joshua Humphries HR Operations Manager

DocuSigned by:
Nicole McNeil
E535A011540E456...
Nicole McNeil Employee Benefits Specialist, Sr.

DocuSigned by:
Verna Thomas
FC4E3268DCD2452...
Verna Thomas Benefits Supervisor

DocuSigned by:
Ray Turner
43EAB45F3E5E409...
Ray Turner Deputy Director

DocuSign Envelope ID: 1D183F06-3EA0-4592-8F0F-F5F4D233F01A

EVALUATION CRITERIA	WEIGHT	Aflac Group Incorporated
Project Plan/Approach to Work	**35**	**35**
Qualification of Key Personnel	**15**	**14.25**
Relevant Project Experience/Past Performance	**15**	**14.25**
Availability of Key Personnel	**8**	**8**
Local Preference	**5**	**5**
Service Disabled Veterans Preference	**2**	**0**
Cost Proposal	**20**	**20**
TOTAL SCORE:	**100.00**	**96.50**

**To sum Total Score columns highlight the row and press F9*

DocuSign Envelope ID: 1D183F06-3EA0-4592-8F0F-F5F4D233F01A

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: August, 4, 2021

PROJECT: Voluntary Worksite Benefits, 21RFP071321C-MH (Group Short Term Disability)

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 Finance Department.

Three (3) qualified firms submitted proposals for evaluation and consideration for award of the Group Short Term Disability section of this project:

1. Metropolitan Life Insurance Company
2. Hartford Life and Accident Insurance Company Corporation
3. Aflac Group Incorporated

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Metropolitan Life Insurance Company** with a total score of **83.50**, is the recommended vendor for the award of **Voluntary Worksite Benefits, 21RFP071321C-MH**.

DocuSign Envelope ID: 1D183F06-3EA0-4592-8F0F-F5F4D233F01A

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:
Melissa Barnett
EA4CC31E79A54BE...
Melissa Barnett, Benefits Manager

DocuSigned by:
Joshua Humphries
C4BB4055E60540F...
Joshua Humphries HR Operations Manager

DocuSigned by:
Nicole McNeil
E535A011540E456...
Nicole McNeil Employee Benefits Specialist, Sr.

DocuSigned by:
Verna Thomas
FC4E3268DCD2452...
Verna Thomas Benefits Supervisor

DocuSigned by:
Ray Turner
43EAB45F3E5E409...
Ray Turner Deputy Director

DocuSign Envelope ID: 1D183F06-3EA0-4592-8F0F-F5F4D233F01A

EVALUATION CRITERIA	WEIGHT	Metropolitan Life Insurance Company	Aflac Group Incorporated	Hartford Life and Accident Insurance Company Corporation
Project Plan/Approach to Work	**35**	**26.25**	**28**	**28**
Qualification of Key Personnel	**15**	**13.50**	**14.25**	**13.50**
Relevant Project Experience/Past Performance	**15**	**12.75**	**14.25**	**12.75**
Availability of Key Personnel	**8**	**6**	**8**	**4.40**
Local Preference	**5**	**5**	**5**	**0**
Service Disabled Veterans Preference	**2**	**0**	**0**	**0**
Cost Proposal	**20**	**20**	**13.78**	**19.82**
TOTAL SCORE:	**100.00**	**83.50**	**83.28**	**78.47**

**To sum Total Score columns highlight the row and press F9*

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021

PO Number		PO Date

Department	FINANCE
Bid Number	17RFP109028C-CL
Service Commodity	Voluntary Benefits (Accident, Whole Life, Flexible Spending Accounts)
Contractor	Aflac

0 = Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.
1 = Poor	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.
2 = Satisfactory	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.
3 = Good	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.
4 = Excellent	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.

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

0 1 2 3 (4)

Comments:
Vendor provides affordable Plans. The plan designs are administered in accordance with was approved by the Board of Commissioners.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

0 1 2 (3) 4

Comments:
The vendor achieves the contract requirements.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

0 1 2 3 (4)

Comments:
The vendor responds timely to the County's on inquiries and issues

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

0 1 2 (3) 4

Comments:
Overall the vendor has met the County's expectation on plans

5. Contractors Key Personnel (Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

0 1 2 3 (4)

Comments:
We are pleased with the overall performance of our Account Administrative team.

Overall Performance Rating:	3.6		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) (•) Yes ( ) No		Rating completed by:	melissa.barnett

Department Head Name	Department Head Signature	Date
Hakeem Oshikoya	Hakeem Oshikoya	8/20/2021

INTER-OFFICEMEMORANDUM

Finance Department
Fulton County

TO: Felicia Strong-Whitaker, Purchasing Director

FROM: Hakeem Oshikoya, Finance Director

DATE: August 20, 2021

SUBJECT: Contractor Performance Report -Prepaid Legal Services Inc. dba Legal Shield

The Contractors listed below has never provided any Board of Commissioners' approved professional contracted goods or services to Fulton County Finance Department, therefore, there is no Contractor's Performance Report in the current database.

- Project: Voluntary Benefits Insurance Program
- Project#: 21RFP071321C-MH
- Vendor: Prepaid Legal Services Inc. dba Legal Shield

If you need additional information, contact Melissa Barnett, Benefits Manager at (404) 612-4243 or email melissa.barnett@fultoncountyga.gov.

cc: Ray Turner, Deputy Finance Director
Melissa Barnett, Benefits Manager
Mark Hawks, Chief Assistant Purchasing Agent

INTER-OFFICEMEMORANDUM

Finance Department
Fulton County

TO: Felicia Strong-Whitaker, Purchasing Director

FROM: Hakeem Oshikoya, Finance Director HkO

DATE: August 20, 2021

SUBJECT: Contractor Performance Report - Metlife

The Contractors listed below has never provided any Board of Commissioners' approved professional contracted goods or services to Fulton County Finance Department, therefore, there is no Contractor's Performance Report in the current database.

- Project: Voluntary Benefits Insurance Program
- Project#: 21RFP071321C-MH
- Vendor: Metlife

If you need additional information, contact Melissa Barnett, Benefits Manager at (404) 612-4243 or email melissa.barnett@fultoncountyga.gov.

cc: Ray Turner, Deputy Finance Director
Melissa Barnett, Benefits Manager
Mark Hawks, Chief Assistant Purchasing Agent

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0659 **Meeting Date:** 9/1/2021

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-SPD-S2021412-001, Expedited Mail & Package Delivery Services, in the total amount of $40,000.00 with United Parcel Service, Inc. (UPS) to provide expedited mail & package delivery services for Fulton County agencies. Effective upon BOC approval through December 31, 2021.

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 $49,999.99 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

Scope of Work: This contact is utilizing the Statewide contract supplier to provide and deliver expedited mail and package delivery services for Countywide agencies on an as needed basis.

Benefits to use this SWC are:

- Set up single account and choice of multiple suppliers

- Comprehensive product selection
- Domestic and international delivery services
- A dedicated account management representative
- Discount prices for participating statewide agencies

Community Impact: None that the Department is aware of.

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

The BOC approved Item #21-0310 on April 21, 2021, Statewide Contract #99999-001-SPD0000086-0002 with United Parcel Service (UPS) in the amount of $35,000 through July 3, 2021, to allow time for the State of Georgia to finalize a new contract agreement #99999-SPD-S2021412-001 with UPS, to provide expedited delivery services with an effective date of July 4, 2021 through July 3, 2022, with four (4) one-year renewal options.

Now, we are requesting approval for continue service under the new Statewide contract agreement #99999-SPD-S2021412-001 with UPS, through the remainder of December 31, 2021, in the amount of $40,000.00.

The DREAM, Administration Division, is responsible for monitoring the Statewide contractor provision of the requested delivery services within 24 hours from time of ordered.

Historical Expenditures:

- The County expenditures as of 7/23/2021, $366.77
- FY2020: The County spent $ 850.31
- FY2019: The County spent $ 1,985.91

Project Implications: This expedited delivery services contract is critical for administrative operations of various County-wide agencies.

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

Department Issues/Concerns: If this contract is not approved, the Department will not be able to provide expedited mail & package delivery services to countywide agencies through the remainder of FY2021.

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.)*

Exhibit 1: Statewide Contract
Exhibit 2: Contractor's Performance Report
Exhibit 3**:** Cooperative Purchasing Justification 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:	$0.00
Previous Adjustments:	$0.00
This Request:	$40,000.00
TOTAL:	$40,000.00

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:

700-520-5201-1703: Internal Service, Real Estate and Asset Management, Postage- $40,000

Key Contract Terms	
Start Date: 7/4/2021	**End Date:** 12/31/2021
Cost Adjustment:	**Renewal/Extension Terms**:

Agenda Item No.: 21-0659 **Meeting Date:** 9/1/2021

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start:	Report Period End:
7/4/2021	**12/31/2021**

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-S20210412-001**	**NIGP Code**	**91559, 96224**
Name of Contract	**Expedited Delivery**		
Effective Date	**07/04/2021**	**Expiration Date**	**07/03/2022**

Contract Table of Contents

Suppliers Awarded	**2**	**Contract Information:**	**Convenience**

Contract Information for Supplier	**Page Number**
UPS	**1**
Order Placement	**2**
Billing Information	**3**
Account Setup Walk Through	**4**
Contract Renewal	**5**
DOAS Contact Information	**6**

Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-S20210412-001**
PeopleSoft Supplier Number	**0000008288**
Supplier Name & Address	
UPS 12380 Morris Road Alpharetta, GA 30005	
Contract Administrator	
UPS Enterprise Government Support Georgia@UPS.com 800-877-1497	
Contact Details	
Ordering Shipping Supplies: **Get Tracking Information:** **Pick Ups and Delivery:** **Locate Drop Box:** **Request Credit:** **Review Claims Procedure:** **Request A New Account Number:** **Confirm Account Activation:** **Procurement Card Support:**	Contact UPS Enterprise Government Support Georgia@UPS.com 800-877-1497
CampusShip Support:	(800) 513-1819
Internet Support:	(877) 289-6418
WorldShip Support: **Dispute Resolution:** **Uniques Shipment Assistance:** **Palletized Freight Movement:** **Hazadorous Material Assistance:** **Dry Ice Shipping:** **CampusShip Set-Up:** **CampusShip Training:** **International High Value Waiver:**	Contact UPS Enterprise Sales Representatives Victor LeMay (800) 550-4184 vlemay@ups.com Raymond Hupp (800) 550 - 4184 rhupp@ups.com DwightHollis{800)550-4184ext.6011 dhollis@ups.com Sandra Krauzewicz {800) 550-4184ext.6221 skrauzewicz@ups.com Don Chambers {800) 550-4184 ext.6361 dchambers@ups.com

Remitting Information: **UPS Billing and Invoices**	Contact UPS Global Finance (559) 651-7635 Lori Johnson (559) 651-7607 ljohnson8@ups.com
Service Areas	Statewide
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders. Supplier also accepts Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

CONTRACT ORDERING INSTRUCTIONS:

1. To set up single accounts; utilize the UPS New Account Set-up form and email the form to: Georgia@ups.com

   Once you complete the form and submit it to UPS, this will send a new account request to the UPS Government Support Team. They will email you back with your new account number within 24 - 48 hours.
   ** **Current UPS account numbers will automatically be transitioned to the new UPS contract****

2. If you have multiple users, you have the following options:
   a. Complete the Excel Spreadsheet titled New User Account spreadsheet below and email it to: Georgia@ups.com direct account number to each line of the information provided on thisspreadsheet.
   b. Email an 'Employee Directory Contact List' to Barbara Crummer; Email: bcrummer@ups.com ; Tel: 404-699-6545, notifying her that you have multiple users and would like UPS to create new accounts for your State Entity.

3. Please indicate your **Preferred Shipping Solution** on the New Account Form. If you have several shipping users within your State Entity, we strongly recommend using **UPS CampusShip** as a Desktop Shipping Solution. You can share address books and access real time reporting with UPS CampusShip. International shipments along with any unique shipment requirements that your State Entity has can all be processed via UPS CampusShip. More information on desktop shipping solutions can be found at link: UPS CampusShip. If you are already using UPS CampusShip, you will automatically be transitioned to this newcontract.

4. **Shipping internationally? UPS Tradability**will help you effectively and confidently manage the movement of goods internationally in a timely, efficient, and compliant manner. Start using one of many UPS TradeAbilitv9 services, such as UPS Import Control, creating export forms electronically, or find with the link below and view the online demonstration, or learn more about the features and benefits of each service. UPS TradeAb ility® - International Shipping

5. For** Unique Shipments** extended as a "courtesy", please contact the UPS Hazardous Materials Support Center at 1-800-554-9964. For additional information and to obtain User Guides with information on shipping hazardous materials safely and successfully go to: UPS Hazmat

Changes/ Renewals/ Extensions

The initial contract term is July 4, 2021 through July 3, 2022. This contract has four (4) one (1) year optional renewals.



*** See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	1/1/2020	12/31/2020

PO Number	PO Date
PO 520 PO 520 20S...	2/11/2020

Department	REAL ESTATE AND ASSET MANAGEMENT
Bid Number	**SWC #9999-001-SPD0000086-0002**
Service Commodity	**Expedited Mail & Package Delivery Services**
Contractor	United Parcel Service, Inc.

= Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
= Poor	***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.***
= Satisfactory	***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.***
= Good	***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.***
= Excellent	***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.***

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

- ○ 0
- ○ 1
- ○ 2
- ○ 3
- ◉ 4

Comments:
Quality of service was always excellent.

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On ime Completion Per Contract)

- ○ 0
- ○ 1
- ○ 2
- ○ 3
- ◉ 4

Comments:
Packages picked up and delivered timely with ability to track delivery.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

- ○ 0
- ○ 1
- ○ 2
- ○ 3

Comments:

◉ 4 Very responsive to requests and inquiries regarding services and invoices. Always prompt notification of problems with receipt of payments from user departments.

. Customer Satisfaction (-Met User Quality Expections - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:

○ 0
○ 1
○ 2
○ 3
◉ 4

Met expectations with regard to customer service.

. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

Comments:

○ 0
○ 1
○ 2
○ 3
◉ 4

Vendor representatives have several years experience and are very knowledge of requirements for public library Book Leasing plans .

Overall Performance Rating:	4.0

Would you select/recommend this vendor again? Check box for Yes. Leave Blank for No)	Rating completed by:	Sang.Kim
◉ Yes ○ No		

Department Head Name	Department Head Signature	Date
Joseph N. Davis		2/24/2021

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: SWC #99999-001-SPD-S20210412-001, Expedite Delivery Service

Date: 7-27-2021

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:
   This contract provides the top of the line manufactures of tires and tubes at an affordable cost due to volume pricing. The list includes:

   Contract with the United Parcel Service, Inc. is providing nationwide competitive and convenient expedite delivery service company and reliable contract through State government.

   To competitively bid this contract independently, the County would not be able to receive the cost savings that it realizes in using the statewide contract.

   The benefits of using the statewide contract are:

   - Competitively priced services international and domestic delivery
   - Available ordering methods include Phone, Fax, Dealer location
   - 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

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)
   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? □ 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.: 21-0660 **Meeting Date:** 9/1/2021

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Department of Real Estate and Asset Management, National Cooperative Contract #192163, Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services in the amount of $24,999.00 with WW Grainger (Norcross, GA), to cover the cost to purchase additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions due to increase in maintenance repairs and construction projects throughout the County. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
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 *(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 *(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: This request to increase spending authority is to cover the cost to purchase

additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions due to increase in maintenance repairs and construction projects throughout the County. Due to the rising cost of maintenance, repair and operating parts, it is beneficial for Fulton County to maintain a limited inventory on standby for mission critical parts and components for same or next day delivery

This contract provides MRO supplies and other related miscellaneous items including, but not limited to, pumps, valves, hydraulic and pneumatic cylinders and drives, hand tools, power tools, and equipment in support of DREAM Building Construction and Facilities Maintenance Divisions.

Community Impact: Support the Department's ability to maintain a variety of mission critical MRO parts/related products to accomplish their tasks to maintain the operational function of County facilities.

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

The requested increase in spending authority in the total amount of $24,999.00 will cover the cost to purchase additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions. We do not have enough total remaining authority ($5,274.66) to cover these supplies and related products needed for immediate maintenance repairs and construction projects for the remainder of FY2021. The requested increase in total spending authority in the amount of $24,999.00 will allow us to maintain operational readiness.

Historical Expenditures:

- FY2021: The County expenditures as of 7/27/2021, $13,698.95
- FY2020: The County spent $20,981.00
- FY2019: The County spent $48,249.00

Project Implications: This increase in spending authority is needed to purchase additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions due to increase maintenance repairs and construction projects throughout the County.

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

Department Issues/Concerns: If this increase in spending authority is not approved, the County will not be able to purchase additional MRO supplies and related products in support of DREAM Building Construction and Facilities Maintenance Divisions for the remainder of FY2021.

Contract Modification: Yes, see charts below:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Amount	21-0121	2/17/21	$25,000.00
Increase Spending Authority No.1			**$24,999.00**
Total Revised Amount			$49,999.00

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

Not applicable

Exhibits Attached:

Exhibit 1: Contractor's Performance Report
Exhibit 2: MRO Contract #192163

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:	$25,000.00
Previous Adjustments:	$0.00
This Request:	$24,999.00
TOTAL:	$49,999.00

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:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies - $24,999.00

Agenda Item No.: 21-0660 **Meeting Date:** 9/1/2021

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2021
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **8/3/2021**

Report Period End: **12/31/2021**

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2020	12/31/2020	3/17/2020	12/31/2020
PO Number			PO Date
20C124671C			3/17/2020
Department	REAL ESTATE AND ASSET MANAGEMENT		
Bid Number	**CONTRACT (#192163)**		
Service Commodity	**PPE AND MRO SUPPLIES**		
Contractor	W.W GRAINGER		

= Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
= Poor	***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.***
= Satisfactory	***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.***
= Good	*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.*
= Excellent	***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.***

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

○ 0
○ 1
○ 2
○ 3
◉ 4

Comments:
All products provided meet specifications provided to vendor.

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On ime Completion Per Contract)

○ 0
○ 1
○ 2
○ 3
◉ 4

Comments:
All deliveries was made within 24 hours of the order being placed.

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

○ 0
○ 1
○ 2
○ 3

Comments:

◉ 4 This vendor has responded to all requirements of this section in a very timely manner.

. Customer Satisfaction (-Met User Quality Expections - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

Comments:

○ 0
○ 1
○ 2
○ 3
◉ 4

The products ordered meet the expectations of the end users and they are pleased with the quality of the items.

. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

Comments:

○ 0
○ 1
○ 2
○ 3
◉ 4

Vendor's personnel's highly knowledgeable of the products they provide and customer service oriented.

)verall Performance Rating: 4.0

Vould you select/recommend this vendor again?
Check box for Yes. Leave Blank for No)

◉ Yes ○ No

Rating completed by:

Department Head Name	Department Head Signature	Date
	Joseph Davis	1/13/2021

Contract #192163

Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials

Grainger

Table of Contents

1. Grainger's Response to Intent to Negotiate
2. City's Request for Intent to Negotiate
3. Grainger's Response to RFP# 192163
4. RFP# 192163

B. PRODUCT REQUIREMENTS:

1. **PRODUCTS:** A complete and comprehensive line of quality made MRO supplies to support the daily maintenance, repair and operations functions of the agency. The categories include but are not limited to the following.

a. Motors and Power Transmission- General, Definite Purpose and HVAC motors, gear motors, bearings, V-belts and accessories.

b. Electrical Supplies – Distribution, controls, wire, cable, voice & data and supplies.

c. Lighting – Lamps, ballasts, fixtures, task lighting, flashlights and batteries.

d. Tools – Hand, power, outdoor and automotive tools and tool storage.

e. Measuring Tools & Test Instruments – Calipers, gauges, inspection, micrometers and multimeters.

f. Pneumatic – Pneumatic tools and system components, air compressors and hydraulics.

g. Machining and Cutting Tools – Drill bits, taps, dies, blades, counterbores, countersinks and abrasives.

h. Material Handling, Storage and Packaging – Ladders, hoists, shelving, storage, furniture, packaging, casters, cart, trucks and drums.

i. Welding – Welding equipment and supplies.

j. Fasteners and Adhesives – Nuts, bolts, washers, screws, hooks, flat stock, raw materials (metal, rubber, plastic), glue and cement.

k. Lubricants, Sealants and Paint - Grease, oil, penetrates sealants, caulk and paint.

l. Safety and Security Supplies – Spill containment, storage, fire protection, person protective equipment, instrumentation, signs, labels, tags and security.

m. Cleaning Equipment and Supplies – Chemicals, equipment, restroom, paper, waste containers, cleaning.

n. HVAC Supplies – Controls, heaters, air conditioning, air treatment, fans, ventilators and blowers.

o. Pumps and Plumbing – Submersible, centrifugal, water system and positive displacement pumps, pipe, valves, fittings, heaters, coolers, filtration and faucets.

p. Emergency Preparedness – Sandbags, first-aid supplies, disaster recovery products etc.

q. Other Categories

2. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification **or a mutually agreed upon timeframe**.

4. **PRICING: Market Basket products** Prices **and base category contract** discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. **For Catalog Products, Contractor will no longer compute percentage-off discounts from the Contractor "list" price previously set forth on Contract's Website, Contractor's Catalog or any other electronic or published media. All percentage-off discounts for Catalog Products shall be deducted from Contract Reference Price ("CRP")in effect at the time the Catalog Product is purchased by member from Contract. Current Contract Reference Prices for Catalog Products shall be available when the member logs into its account on Contractor's Website.**

5. **SALES PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

   Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

   The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall

notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

    Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are

the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROL EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

27. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

28. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

29. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

30. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

    The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

    The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of

Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

33. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

37. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

38. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

    The City reserves the right to terminate**, following a written ten (10) business day notice to cure to the Contractor,** the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. **If the Contract fails to take appropriate action within the period to cure, t**he City will issue a written notice of default to the Contractor for acting or failing to act as specified in any of the following:

    In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

    In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

    In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

    The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

    In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

    The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

    Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

42. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

43. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

W.W. Grainger, Inc.
Company Name

100 Grainger Parkway
Address

Lake Forest IL 60045
City State Zip

Signature of Person Authorized to Sign

Ron Price
Printed Name

Sr. Government Sales Manager
Title

For clarification of this offer, contact:

Name: Ron Price

Title: Sr. Government Sales Manager

Phone: 979-224-6794

Fax: NA

E-mail: Ron.Price@grainger.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 192163.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 19th day of June 2019

As Tucson City Attorney and not personally

Awarded:

This 19th day of June 2019

As Director of Business Services and not personally

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0661 **Meeting Date:** 9/1/2021

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Department of Real Estate and Asset Management, Bid#20RFP125803K-JAJ, Design/Build Services for the Replacement/Refurbishment of Air Handling Units and Replacement of Associated Fans - Phase II for Fulton County Judicial Center, in the amount of $2,281,308.00 with Mallory & Evans Service, Inc. (Scottdale, GA) for the replacement/refurbishment of a select number of air handling units (AHUs) and associated fans; UV lighting for germicidal benefits; and MERV 13 filters for all replacement AHUs within the Fulton County Judicial Center Complex. Effective upon issuance of Notice to Proceed and will terminate after 365 consecutive calendar days.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the O.C.G.A. § 36-91-20 et seq., Georgia Local Government Public Works Construction Law, all competitive sealed proposals in response to Request for Proposals (RFP) for public works construction projects (CM at Risk, Construction Program Management, Design/Build Projects) costing $100,000 or more 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

Scope of Work: To provide Design-Build services to replace and/or refurbish of select number of Air Handling Units (AHUs) and associated fans and to include UV lighting for germicidal benefits for all replacement AHUs - Phase II within the Fulton County Judicial Center Complex located at 185 Central Avenue, Atlanta, Georgia 30303.

The Justice Center Complex consists of the following buildings:

1. Justice Center Tower (JCT)
2. Slaton Fulton County Courthouse (FCC)
3. Carnes Justice Center Building (JCB)

The AHUs to be replaced are based upon the replacement and refurbishment schedules provided in the AHU Study & Recommendations Report prepared by Khafra Engineering. AHUs are located in building mechanical rooms and regulate and circulate air through fixed duct work as part of the building's HVAC system. These AHUs are original to the Judicial Center and exceeded their useful life expectancy of 30 years.

There are three phases for the Air Handling Unit Replacement/Refurbishment Project in the Judicial Center Complex. The first phase was completed in December of 2019 and included the refurbishment of 10 Air Handling Units in the Justice Center Tower.

The project design-build services shall consist of, but not be limited to:

A. Project Coordination with Other Projects:
The implementation of the design and construction will require coordination with multiple projects where improvements are being implemented in the complex.

B. New AHU Installation Requirements:
1. Meet all building codes
2. Electrical engineering design work
3. Structural engineering design work
4. Design coordinate all dimensional requirements
5. AHU demolition and rebuilding of assemblies and elements of architecture (walls, roofing, etc.), mechanical systems (pipes, ductworks, etc.), electrical systems (panels, wiring, outlets), and plumbing /fire protection systems (piping)
6. Cutting, patching and painting of existing surfaces
7. Additional insulation, ductwork and pipping materials
8. Perform thermal load calculations
9. Perform ventilation calculations
10. Airside economizer not required
11. UV lighting
12. Variable Frequency Drives (VFDs) for all variable volume applications

C. Refurbish AHU Requirements:
1. The refurbishment of the AHUs shall consist or replacing and/or repairing AHU components as indicated in refurbishment schedule. Extended warranties will be required on the following replaced equipment.

2. Take (digital) photographs depicting the conditions of the AHU interior and exterior before the work begins, and after the work is completed.
3. Using vacuums and compressed air dislodge the dirt, duct or other accumulation out of the AHU.
4. The entire AHU interior treated with an EPA registered sanitizing solution that will kill mold, mildew, fungus, viruses and bacteria.
5. Provide and install new filters after the AHU is cleaned thoroughly.
6. Assist Owner and/or Owner's Project Manager in a visit to each AHU to demonstrate the AHU cleanliness
7. Install new access panels wherever necessary

D. Deliverables:

1. The Contractor will provide design drawings that include floor plans, details for installation, and schedules of replacements equipment
2. The Contractor will provide project specifications in Microsoft Word based on the AIA MasterSpec
3. Submit complete design package after the end of each phase
4. Contractor will provide submittal review services
5. Contractor will facilitate Request for Information (RFI) seeking additional information or clarification of the design documents
6. The Engineers of Record will perform monthly site visits to observe work in progress

E. Design Schedule:

1. 35% Design Development
2. 65% Construction Documents
3. 95% Construction Documents
4. 100% Final Construction Documents

F. Construction Schedule:

The Contractor shall produce and maintain a schedule of milestones of the construction, noting when demolitions begins and ends for each AHU and when each AHU replacement is to be underway.

G. Construction Operation:

The Contractor shall coordinate activities of their employees and subcontractors to accommodate:

1. All work requiring the shutdown and restoration of HVAC services to the occupied spaces shall take place during weekends.
2. Refer to Fulton County Rules and Regulations for other requirements for performance.
3. Refer RFP documents and other appendices for other requirements.
4. The Contractors is responsible for the cost of all fees, permits, road closures, flagmen, and access barricades.

Base Project Cost Breakdown:

	Description	Total Price
1	Design Phase: $1,837,446.00 Owner Controlled Contingency: $90,000.00	$1,927,446.00
2	Alternate #1 Provide UV Lighting	$353,862.00
3	Alternate #2 Provide MERV 13 Filters in lieu of MERV 11	$0.00
	Total Project Amount	**$2,281,308.00**

Community Impact: This effort and impact is necessary to restore designated, existing facilities, economically and efficiently, to a condition which is fully functional and flexible in terms of size, suitability and purpose to meet the long-term space and service needs of the constituents and employees of Fulton County.

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

After reviewing three qualified firms proposals, the evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP #20RFP125803K-JAJ, the Evaluation Committee has determined that the following recommended proposal:

1. Mallory & Evans Service, Inc. (79.91%)
2. Johnson Controls, Inc. (77.96%)
3. Daikin Applied Americas, Inc. (72.58%)

Mallory & Evans Service, Inc. is recommended to provide the Design/Build Services for the Replacement and/or Refurbishment of Air Handling Units and Replacement of Associated Fans-Phase II for the Fulton County Judicial Center.

The recommended professional contractor has a current contract with Fulton County for the design/build services for the replacement/refurbishment of AHU and Associated Fans within the Fulton County Government Center Complex.

Project Management will be coordinated by the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: The intent of this Phase II project is the replace or refurbish a select number of air handling units (AHUs) within the Fulton County Judicial Center to perform like new. Without these replacements, the ability to provide proper HVAC services will be impacted. The replacement or refurbishing of these select AHUs will allow a more high integrated energy efficient for the Fulton County Judicial Center Complex.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform design-build work needed for the replacement and refurbishment of a select number of AHUs and fans in the Fulton County Judicial Center Complex.

Contract Modification This is a new procurement.

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

Contract Value: **$2,281,308.00**
Prime Vendor: **Mallory & Evans Service**
Prime Status: **Non-Minority**
Location: **Scottdale, GA**
County: **Dekalb County**
Prime Value: **$1,702,043.00 or 74.61%**

Subcontractor: **Southside Sheet Metal**
Subcontractor Status: **White Female Business Enterprise-Non-certified**
Location: **Jonesboro, GA**
County: **Clayton County**
Contract Value: **$334,665.00 or 14.67%**

Subcontractor: **AC Electric**
Subcontractor Status: **Non-Minority**
Location: **Hampton, GA**
County: **Henry County**
Contract Value: **$113,035.00 or 4.95%**

Subcontractor: **WSP USA**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$79,680.00 or 3.49%**

Subcontractor: **Emery & Associates**
Subcontractor Status: **Non-Minority**
Location: **Atlanta, GA**
County: **Fulton County**
Contract Value: **$51,885.00 or 2.27%**

Total Contract Value: **$2,281,308.00 or 100.00%**
Total MFBE Value: **$334,665.00 or 14.67%**

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 Report

Agenda Item No.: 21-0661 **Meeting Date:** 9/1/2021

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:	$2,281,308.0
TOTAL:	$2,281,308.00

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:

533-520-5200-K009: FCURA-2019, Real Estate and Asset Management, MEP Improve Govt. Ctr.- $1,927,446.00

Funding Line 2:

448-520-ARP1-INFR: American Rescue Plan, Real Estate and Asset Management, UV Lighting- $353,862.00

Key Contract Terms	
Start Date: Effective upon issuance of NTP	**End Date:** 365 consecutive calendar days
Cost Adjustment:	**Renewal/Extension Terms**:

Agenda Item No.: 21-0661 **Meeting Date:** 9/1/2021

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

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FULTON COUNTY

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: May 10, 2021

PROJECT: 20RFP125803K-JAJ D/B Services Replacement/Refurbishment Air Handling Units & Replacement of Associated Fans at Judicial Center Phase II

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 [Insert the User Department].

Three (3) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Mallory & Evans Service, Inc.
2. Johnson Controls, Inc.
3. Daikin Applied Americas, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Mallory & Evans Service, Inc. with a total score of 79.91%, is the recommended vendor for the award of 20RFP125803K-JAJ Design/Build Services for Replacement/Refurbishment Air Handling Units and Associated Fans at the Fulton County Judicial Center.

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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:
Bill Mason
82E79B0EFFC5442...

Bill Mason, Bond Administrator
Real Estate & Asset Management

DocuSigned by:
Michael Ross
FB1212D15D014DC...

Michael Ross, Administrator
Real Estate & Asset Management

DocuSigned by:
David Summerlin
D9360AA0AB034AA...

David Summerlin, Court Administrator
Fulton County Courts

DocuSign Envelope ID: E3F1FD8B-35DE-4BFC-86BA-C2DEDDBED302

EVALUATION CRITERIA	WEIGHT	Mallory&Evans Service, Inc.	Johnson Controls, Inc.	Daikin America, Inc.									
Executive Summary	**2.00**	**1.50**	**1.67**	**1.33**									
Relevant Project Experience	**15.00**	**13.75**	**11.25**	**11.25**									
Project Team Qualifications	**15.00**	**13.75**	**12.50**	**11.25**									
Project Approach	**36.00**	**30.42**	**28.83**	**26.25**									
Availability of Personnel	**3.00**	**2.75**	**2.50**	**2.25**									
Safety Qualifications	**5.00**	**3.75**	**3.75**	**3.75**									
Employee Training	**2.00**	**1.67**	**1.67**	**1.50**									
Local Preference	**5.00**	**0.00**	**5.00**	**0.00**									
Service Disabled Veterans Preference	**2.00**	**0.00**	**0.00**	**0.00**									
Cost	**15.00**	**12.32**	**10.79**	**15.00**									
TOTAL SCORE:	**100.00**	**79.91**	**77.96**	**72.58**									

**To sum Total Score columns highlight the row and press F9*

INTEROFFICE MEMORANDUM

FULTON COUNTY

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

FROM: Joseph Davis, Director, DREAM

DATE: August 5, 2021

SUBJECT: Contractor's Performance Report – Mallory & Evans Service, Inc.

The Contractor listed below have not received an evaluation due to the project is still in progress. Once services have been rendered/or project completed, then a complete performance evaluation will be done by the Department representative (Project Manager):

PROJECT: Design/Build Services for the Replacement and/or Refurbishment of Air Handling Units, and Replacement of Associated Fans for the Fulton County Judicial Center-Phase II

PROJECT NO.: 20ITB125803K-JAJ

CONTRACTOR: Mallory & Evans Service, Inc., Inc.
646A Kentucky Street
Scottdale, GA 30079

POC: Mr. Marco De Zan, President

PHONE: (404) 297-1007

EMAIL: infor@malloryandevens.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/BM/haj

C: Bill Mason, Facilities Project Manager, DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0662 **Meeting Date:** 9/1/2021

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of GovHR as the recommended vendor for the Department of Human Resources Management, Project No. 20RFP125481B-CJC, Job Search Services, for various departments of Fulton County Government. The cost of this project will not exceed $22,500.00 per request on an as needed basis.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Fulton County Purchasing Code, Section 2-320, 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 *(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 Department of Human Resources Management request approval of GovHR to provide job search services for County vacancies on an as-needed basis. This will include executive and hard to fill (greater than 60 business days) job titles. GovHR will partner with the Department of Human Resources to ensure job requirements and the selection method remain in alignment with the County's policies and procedures. Additionally, GovHR will perform such services as - (1) consulting with HR concerning the vacancy; (2) creating job brochures; (3) developing an evaluation methodology; (4) sourcing candidates; (5) conducting background checks; (6) finalizing employment agreements (as needed).

The recommended vendor is -

GovHR
630 Dundee Road; Suite 130
Northbrook IL 60062

Comments
Up to a $1500 additional fee may be charged back to Fulton County in the event travel is incurred to interview or hire an out-of-state candidate.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no department issues or concerns.

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text "**New Procurement**." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)*

New Procurement.

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

GovHR
630 Dundee Road; Suite 130
Northbrook IL 60062
847-380-3240

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)*

Kenneth L. Hermon, Jr.
Chief Human Resources Officer
Department of Human Resources Management
404-613-0923

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: 22,500.00
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:

To be determined, as needed, based on departments approved to utilize services.

Funding Line 2:

Funding Line 3:

Funding Line 4:

Funding Line 5:

Key Contract Terms

Agenda Item No.: 21-0662 **Meeting Date:** 9/1/2021

Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

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FULTON COUNTY

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 13, 2020

PROJECT: 20RFP125481B-CJC, Executive Search Services

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 Personnels.

Seven (7) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Baker Tilly US, LLP
2. GovHR USA
3. Slavin Management Consulants
4. Corporate Temps, Inc.
5. Kinetix
6. The Global Edge Consulants
7. The TekRecruiters

After review of the technical proposal the following firms were short-listed:

1. GovHR USA
2. Baker Tilly US, LLP
3. Slavin Management Consulants

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by GovHR USA with a total score of 84.67, is the recommended vendor for the award of 20RFP125481B-CJC, Executive Search Services.

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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:
Joshua Humphries
C4BB4055E68540F...
Joshua Humphries, Human Resources Manager
Personnel

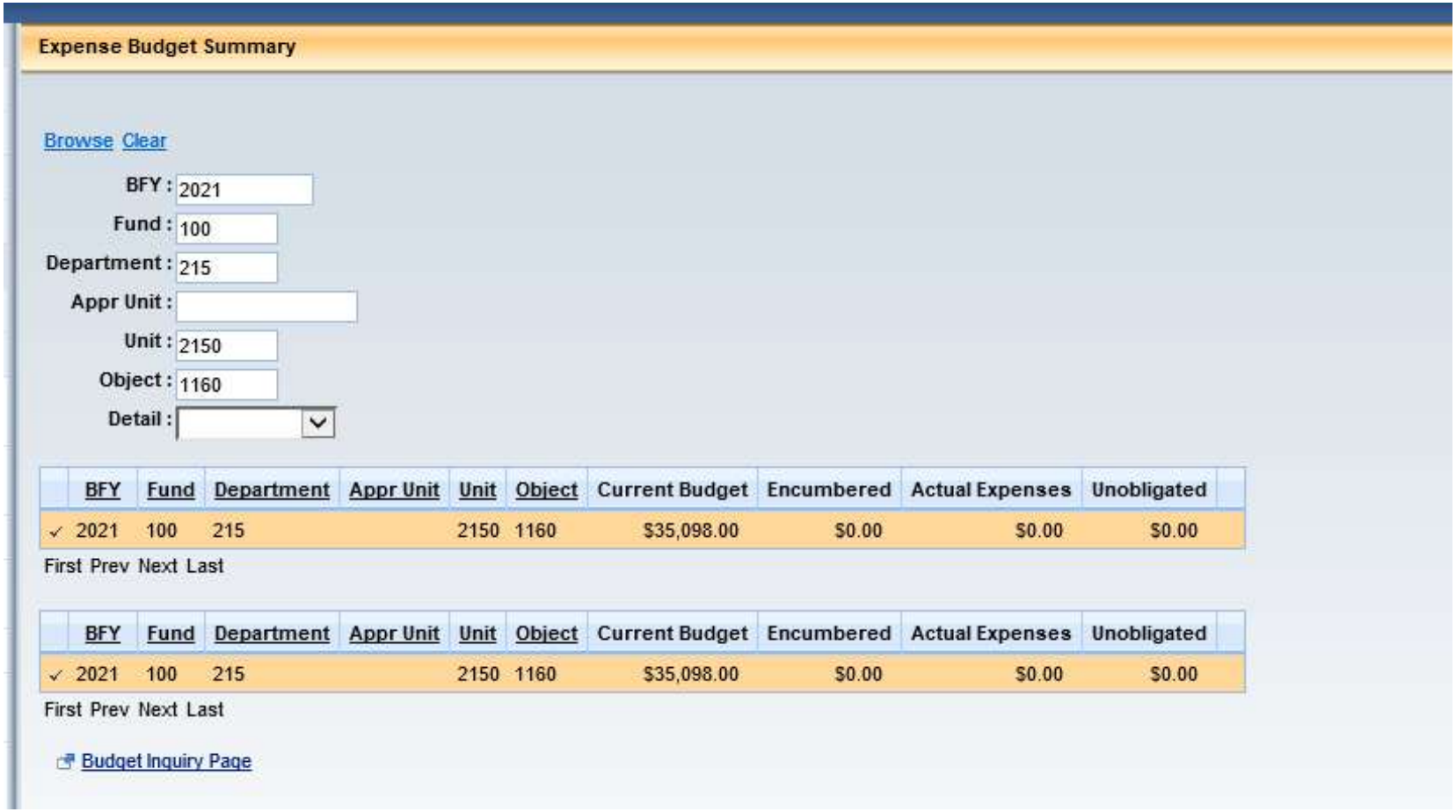
DocuSigned by:
Heather Henderson
CD02DB236D21468...
Heather Henderson, Deputy Director
Superior Court-Administration

DocuSigned by:
Melissa Cuthrell
67C385D4A23A4DA...
Melissa Cuthrell, EEO Officer II
Diversity and Civil Rights Compliance

DocuSign Envelope ID: 77687C7A-AEBA-4387-A178-00FC86ED5AE8

EVALUATION CRITERIA	WEIGHT	GovHR USA	Baker Tilly US, LLP	Slavin Management Consultants
Approach to Work	**20%**	**18.33**	**13.33**	**11.67**
Qualification of Key Personnel	**20%**	**20.0**	**18.33**	**13.33**
Relevant Project Experience	**20%**	**20.0**	**18.33**	**16.67**
16.67Availability of Key Personnel	**20%**	**13.33**	**11.67**	**16.67**
Local Preference	**5%**	**0**	**0**	**0**
Service Disabled Veteran Preference	**2%**	**0**	**0**	**0**
Cost	**13%**	**13.00**	**11.14**	**11.52**
TOTAL SCORE:	**1.00**	**84.66**	**72.80**	**69.86**

**To sum Total Score columns highlight the row and press F9*


Expense Budget Summary
Browse Clear
BFY : 2021
Fund : 100
Department : 215
Appr Unit :
Unit : 2150
Object : 1160
Detail :
BFY Fund Department Appr Unit Unit Object Current Budget Encumbered Actual Expenses Unobligated
✓ 2021 100 215 2150 1160 $35,098.00 $0.00 $0.00 $0.00
First Prev Next Last
BFY Fund Department Appr Unit Unit Object Current Budget Encumbered Actual Expenses Unobligated
✓ 2021 100 215 2150 1160 $35,098.00 $0.00 $0.00 $0.00
First Prev Next Last
Budget Inquiry Page

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0663 **Meeting Date:** 9/1/2021

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution adopting a COVID-19 Vaccination & Testing Personnel Policy.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Civil Service Act, FCC §§ 34-31.

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:
On March 11, 2020, the World Health Organization declared the Novel Coronavirus 2019 (COVID-19) disease a global pandemic. On March 13, 2020, President Donald Trump declared a national emergency as a result of COVID-19, and on March 14, 2020, Governor Brian Kemp issued Executive Order 3.14.20.01, which declared a public health emergency as a result of COVID-19. The Board of Commissioners also declared a public health emergency on March 18, 2020. On February 24, 2021, President Joseph Biden continued the national emergency and declared that the COVID-19 pandemic continues to cause significant risk to the public health and safety of the Nation. Thereafter,

on July 19, 2021, Xavier Becerra, Secretary of Health and Human Services, renewed the public health emergency declared in the Public Health Service Act, 42 U.S.C. 247d.

The Delta variant of COVID-19 is presently causing more infections and spreads faster than early forms of COVID-19 according to the Centers for Disease Control and Prevention (CDC). Fulton County is experiencing a significant surge in infections and the effects are expected to reach emergent levels. Currently, the U.S. Food & Drug Administration has authorized at least three COVID -19 vaccines which are available to adults. According to the latest update on July 27, 2021 from the CDC, the COVID-19 vaccines reportedly have a high level of effectiveness against hospitalization and death from all current COVID-19 variants.

Despite the availability of vaccines and incentives offered to encourage vaccination, the County workforce is not sufficiently protected from COVID-19 since many employees remain unvaccinated by choice. Given that the County's workforce interacts with members of the public and amongst itself, the spread of the Delta variant of COVID-19 and its adverse effects are likely. Without vaccination, there is a substantially greater risk for hospitalization and death as a result of COVID-19. Accordingly, the County has determined that it has a legitimate business need-to protect the health and welfare of staff and customers-for mandating employees be vaccinated or submit to weekly testing for COVID-19 so that infections in the unvaccinated staff are quickly identified and addressed expeditiously.

Community Impact: Countywide.

Department Recommendation: The Department of Human Resources Management recommends approval of this policy.

Project Implications: County workforce excluding staff of elected officials.

Community Issues/Concerns: This policy is intended to slow the spread of COVID-19, and specifically the Delta variant and its adverse impacts, from staff to customers and customers to staff.

Department Issues/Concerns: None.

FULTON COUNTY

PERSONNEL POLICY

SUBJECT: COVID-19 VACCINATION & TESTING

DATE: _____, 2021 Number: _____

I. Statement of the Policy

As it reopens services and returns more of its employees to the workplace, Fulton County remains committed to taking every precaution to safeguard the health and well-being of employees, the public and others who spend time in County facilities during the Coronavirus Disease 2019 (COVID-19) pandemic. In furtherance of its commitment to implementing any and all measures necessary to mitigate the spread of the disease, Fulton County will require all County employees, as a condition of employment, to either 1) be immunized by vaccination against COVID-19 or 2) be tested weekly for COVID-19. This condition of employment is mandatory unless an employee is granted a reasonable accommodation or when otherwise not permitted by law.

This policy is designed to protect the health of the Fulton County workforce to the greatest extent possible and to serve as a public health measure for those within the broader Fulton County community. The COVID-19 vaccines currently available in the United States are highly effective at decreasing the likelihood of contracting COVID-19, preventing serious illness in vaccinated individuals who contract COVID-19, and mitigating spread of the disease. Employees with a disability or other medical restriction that affects their eligibility for a vaccine, as verified by their medical provider, or those with a sincerely held religious belief that prohibits them from receiving a vaccine, may request a reasonable accommodation to be excused from this vaccination requirement.

This policy is intended to comply with all federal, state, and local laws and is based upon guidance provided by the U.S. Centers for Disease Control and Prevention (CDC), the U.S. Department of Health and Human Services, the Georgia Department of Public Health, the Fulton County Board of Health, and public health and licensing authorities, as applicable. However, this policy does not assume any legal duty not mandated by law.

II. Applicability

This policy shall apply to all employees of Fulton County and to the employees of elected officials to the extent they adopt the same. This policy may apply to certain designated contractors, vendors, and other visitors with regular access and presence in County facilities (such individuals will be notified of their designation and resulting policy application).

III. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0664 **Meeting Date:** 9/1/2021

Department
Human Resources Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Department of Human Resources Management, 20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services, in the amount of $24,000.00 with Sedgwick Claims Management, Inc. (Dublin, OH) to provide comprehensive FMLA administration for the Fulton County workforce effective upon BOC approval through December 31, 2021, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Fulton County Purchasing Code Sections 102-374 and 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 *(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 Department of Human Resources Management requests approval of recommended proposal to provide comprehensive FMLA administration for Fulton County, beginning with the request for FMLA leave through the determination and expiration and/or exhaustion of the leave. The current FMLA administrator is the recommended vendor. The vendor will perform FMLA leave administration and management including, but not limited to, issuance of initial FMLA claim package and all other FMLA-related communications to employees; determination of FMLA leave eligibility; approval and denial of FMLA claims; verification of medical certification; and tracking of

FMLA requests, absence and utilization.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no department issues or concerns.

Contract Modification This is a new procurement.

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

Contract Value: **24,000.00**

Prime Vendor: **Sedgwick Claim Management, Inc.**
Location: **Dublin, OH**
County: **Franklin County**
Prime Value: **$24,000.00 or 100.00%**
Subcontractor: **None**

Total Contract Value: **$24,000.00 or 100.00%**
Total M/FBE Value: **$0.00**

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 Performance Report

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

Kenneth L. Hermon, Jr.
Chief Human Resources Officer
Department of Human Resources Management
404.613.0923

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$24,000.00
TOTAL:	$24,000.00

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:

100-215-2154-1160: General, Personnel, Professional Services

Key Contract Terms	
Start Date: 9/1/2021	**End Date:** 12/31/2021
Cost Adjustment: Not Applicable.	**Renewal/Extension Terms**: Tv renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
1/1/2020	**8/31/2021**

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: May 4, 2021

PROJECT: #20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services

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 Office of External.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Sedgwick Claims Management Services, Inc.
2. UPMC Benefit Management Solutions, Inc., d/b/a Workpartners
3. Total Administrative Services Corporation
4. Benefit Administrative Services International Corporation

After review of the technical proposal the following firms were short-listed:

1. Sedgwick Claims Management Services, Inc.
2. UPMC Benefit Management Solutions, Inc., d/b/a Workpartners
3. Total Administrative Services Corporation

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Sedgwick Claims Management Services, Inc. is the recommended vendor for the award of #20RFP0810B-EC, Family and Medical Leave (FMLA) Act Administration Services with a final score of 74.31**%.**

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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:
Kenneth L. Herman
EE2C3EB723DB496...
Kenneth Herman
Chief Human Resource Officer

DocuSigned by:
Stacey Jones
A1A429BF154948F...
Stacey Jones
Deputy Personal Director

DocuSigned by:
Lanna Hill
AF7DD365515C41C...
Lanna Hill
Human Resources Policy Advisor

DocuSigned by:
Heather Henderson
Heather Henderson
Interim Deputy Court Administrator,
Business Services and Infrastructure

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EVALUATION CRITERIA	WEIGHT	Sedgwick Claims Management Services, Inc.	UPMC Benefit Management Solutions, Inc., d/b/a Workpartners	Total Administrative Services Corporation
Project Approach	20.00%	17.50%	20.00%	10.00%
Relevant Project Experience	19.00%	17.81%	17.81%	11.88%
Qualification of Key Personnel	19.00%	13.06%	16.63%	10.69%
Availability of Personnel	15.00%	12.19%	9.38%	8.44%
Local Preference	5.00%	5.00%	0.00%	0.00%
Service Disabled Veterans Preference	2.00%	0.00%	0.00%	0.00%
Cost Proposal	20.00%	8.75%	3.86%	20.00%
TOTAL SCORE:	100%	74.31%	67.68%	61.01%

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
January 1, 2019	December 31, 2020	May 1, 2021	August 31, 2021

PO Number	PO Date
17RFP215152B-TR	

Department	Human Resources Management
Bid Number	17RFP215152B-TR
Service Commodity	Family and Medical Leave Act (FMLA) Administrative Services
Contractor	York Risk Services Group, Inc.

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

- ○ 0
- ○ 1
- ◉ 2
- ○ 3
- ○ 4

Comments:
Vendor provides efficient and effective FMLA claims services. Vendor representatives responds to inquiries in a timely manner.

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

- ○ 0
- ○ 1
- ○ 2
- ◉ 3
- ○ 4

Comments:
Vendor complies with all federal deadlines and claims consistently have been handled in a timely manner.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

- ○ 0
- ○ 1

Comments:

ponsive to inquiries and generally makes representatives available whenever an issue arises.

- ◉ 3
- ○ 4

4. Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

- ○ 0
- ○ 1
- ○ 2
- ◉ 3
- ○ 4

Comments:

There have been a few issues raised by user departments but employees generally have been satisfied with the quality of service provided.

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

- ○ 0
- ○ 1
- ○ 2
- ◉ 3
- ○ 4

Comments:

Key personnel demonstrate knowledge in the subject matter and are available as needed to address issues and concerns.

Overall Performance Rating:	**2.8**

Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No	**Rating completed by:**	Kenneth L. Hermon, Jr.

Department Head Name	Department Head Signature	Date
Kenneth L. Hermon, Jr.		August 24, 2021

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0665 **Meeting Date:** 9/1/2021

Department
Arts and Culture

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a recommended proposal - Department of Arts and Culture, 21RFP063021B-YJ, Performing Arts and Disability Study: An Organizational Feasibility Study for Artists, Audiences and Non-Performing Arts Staff with Disabilities in the amount of $39,520.00 with Sizemore Group, LLC (Atlanta, GA) to provide opportunities for individuals with disabilities to fully utilize arts facilities in Fulton County as members of the audience, employees and performers. Effective upon BOC approval through December 31, 2021 with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with the Purchasing Code Sections 102-374 or 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)*
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?
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: The Department of Arts and Culture recommends the approval of a contract with Sizemore Group, LLC to assess opportunities for individuals with disabilities to fully utilize arts facilities in Fulton County as members of the audience, employees and performers. The study will provide recommendations which will impact programming and employment, as well as plans for

facility upgrades and renovation. Additionally, this study is the first of its kind in the nation and will offer a best practices for engaging artists with disabilities suitable for venues around the United States.

The following are the County Objectives for this project:
- Assess opportunities for individuals with disabilities to fully utilize arts facilities in Fulton County as members of the audience, employees and performers.
- Develop recommendations which will impact programming and employment, as well as plans for facility upgrades and renovation.
- Assist in the development of best practices for engaging artists with disabilities suitable for regional and national usage.
- Share learnings from the study with the broader arts community via educational outreach and training.

In 2019, the Department was awarded $40,000 by the National Endowment for the Arts with a requirement to match this amount with cash, staff time or third-party in-kind support. The Department will be using a combination of staff time or in-kind support from arts and disability organizations.

Community Impact: This study is the first of its kind in the country, once completed it will provide guidance for venues not just within Fulton County, but nationally on how to ensure those with a disability can fully participate in all aspects of the performing arts.

Department Recommendation: The Department of Arts & Culture recommend approval.

After reviewing 2 qualified firms' proposals, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP #21RFP063021B-YJ; the Evaluation Committee has determined that Sizemore Group, LLC, with a total score of 87.5% is the recommended firm to undertake the Performing Arts and Disability Study.

Project Implications: By not proceeding with this study, the County would be limiting our resident's ability to participate in the performing arts.

Community Issues/Concerns: The Department of Arts and Culture is not aware of any issues/concerns regarding this agenda item.

Department Issues/Concerns: The Department of Arts and Culture is not aware of any issues/concerns regarding this agenda item.

CONTRACT MODIFICATION: This is a new Procurement.

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

Contract Value: $39,520.00

Prime Vendor: Sizemore Group

Prime Status: **Non-Minority**
Location: Atlanta, GA
County: Fulton County
Prime Value: $27,664.00 or 70.00%

Subcontractor: **Rose Tree Productions**
Subcontractor Status: **Non-Minority**
Location: Atlanta, GA
County: Fulton County
Contract Value: 11,856.00 or 30.00%

Total Contract Value: **$39,520.00 or 100.00%**
Total M/FBE Value: **-0-**

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: Contractors Performance Report

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

Alex Frankcombe, Public Art Manager, Department of Arts and Culture, 404-612-5791

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$39,520.00
TOTAL:	$39,520.00

Grant Information Summary

Amount Requested:	$40,000
Match Required:	$40,000
Start Date:	6/18/2019
End Date:	5/31/2022
Match Account $:	40,000

☒ Cash and staff hours
☒ In-Kind
☐ Approval to Award
☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

461-181-NE19-1160 - Grants, NEA-ADA Feasibility Project, Professional Services -$37,000

Funding Line 2:

471-181-1810-1160 - Public Art Trust Fund, Public Art Trust Fund, Professional Services $2,520 (Note: Once the project nears completion the remaining grant money ($3,000) will be provided to the County by the National Endowment for the Arts. This funding line used for the purposes of the creating the PO and the PO will be amended once the money is made available.

Key Contract Terms	
Start Date: Upon BOC approval	**End Date:** 12/31/2021
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: Tv Renewal Options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Upon BOC Approval**

Report Period End: **12/31/2021**

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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: July 16, 2021

PROJECT: 21RFP063021B-YJ, Performing Arts and Disability Study: An Organizational Feasibility Study for Artists, Audiences and Non-Performing Arts Staff with Disabilities

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 Fulton County Department of Arts & Culture.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of this project:

1) Sizemore Group LLC
2) Keen Independent Research LLC

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Sizemore Group LLC with a total score of 87.50%, is the recommended vendor for the award of 21RFP063021B-YJ, Performing Arts and Disability Study: An Organizational Feasibility Study for Artists, Audiences and Non-Performing Arts Staff with Disabilities.

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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:
David Manuel
E41CE12C05E74A9...

David Manuel
Director, Arts & Culture

DocuSigned by:
B04DFF56F1AD43D...

Alex Frankcombe
Public Arts Manager

DocuSigned by:
Sara Dunnaway
F031A1D405DF4BD...

Sara Dunnaway
DCRC Officer II/Access

DocuSign Envelope ID: A43A6A2E-2D20-4645-9BBE-B1CA1A02908E

EVALUATION CRITERIA	WEIGHT	Keen Independent	Sizemore Group
Project Plan/Approach to Work	**20%**	16.67	18.33
Qualification of Key Personnel	**30%**	27.50	27.50
Revelant Project Experience/Past Performance	**23%**	19.17	19.17
Availability of Key Personnel	**10%**	4.17	7.50
Service Disabled Veterans Preference	**2%**	0.00	0.00
Cost Proposal	**15%**	14.85	15.00
TOTAL SCORE:	**100%**	**82.35**	**87.50**

**To sum Total Score columns highlight the row and press F9*

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Alex Frankcombe, Public Art Manager
Arts and Culture

DATE: 7/27/2021

SUBJECT: Contractor Performance Memo

The Contractor listed below to our knowledge has never provided professional services as a Prime Contractor to Fulton County Department of Arts and Culture.

Project No: 21RFP063021B-YJ

Project Title: Performing Arts and Disability Study: An Organizational Feasibility Study for Artists, Audiences and Non-Performing Arts Staff with Disabilities

Contractor: Sizemore Group LLC
342 Marietta Street, NW, Unit 3
Atlanta, GA 30313

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0666 **Meeting Date:** 9/1/2021

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a service account agreement letter - Department of Public Works, Drinking Water Laboratory and Related Services account agreement letter in the amount of $17,600.00 with the State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services for the contract period effective from July 1, 2021 to June 30, 2022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with State of Georgia O.C.G.A. §36-10-1, requests for approval of contractual agreements 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?
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:
Regular laboratory testing of the drinking water provided by Fulton County to customers in the North Fulton service area, north of the Chattahoochee River, is required as a condition of Fulton County's Permit to Operate a Public Community Water System (Permit #121005). The State of Georgia

Department of Natural Resources, Environmental Protection Division Watershed Protection Branch Drinking Water Program provides laboratory testing and related services that are not readily available to drinking water utilities in the State of Georgia. Fulton County is a participant in this program.

The Drinking Water Laboratory and Related Services letter contract period is from July 1, 2021 to June 30, 2022 and is in the amount of $17,600.00 annually with State of Georgia / DNR - Environmental Protection Division (EPD) (Atlanta, GA), to provide drinking water laboratory and related services.

The letter contract with EPD is structured to automatically renew each year unless the water system provides written notice of termination by June 1st of each year.

These services provide a high level of assurance that the public water systems comply with all the conditions in our Permit to Operate a Public Community Water System, and to comply with Georgia Rules for Safe Drinking Water (Chapter 391-3-5), the Georgia Safe Drinking Water Act (O.C.G.A. Sec. 12-5-170), and the US Safe Drinking Water Act and Regulations (40 CFR 136, 141, and 142). Those requirements are to ensure safe drinking water to citizens through surveillance by testing the drinking water for various constituents at varying schedules. This laboratory services contract offers Fulton County compliance assistance by providing scheduling, analytical testing, and reporting on the water system's behalf.

Sampling for various constituents has to be performed at either a) each entry point into the distribution system (e.g., volatile organic chemicals), or b) at various locations in the distribution system (e.g., lead & copper). Contaminants may be introduced at any point in the water production process: from the original source of water (i.e., river; from storage facilities (tanks); and from places in the distribution system (i.e., the piping conveyances from the treatment plant(s) to customers' homes and businesses).

Funding for this agreement has been budgeted by Public Works as part of the 2021 budget and will utilize account 201-540-5488-1160 to cover the anticipated $17,600.00 payment.

Community Impact:
Testing by the Georgia EPD provides the community with enhanced confidence in the quality of drinking water provided to our customers. These testing services are provided for the service area of the North Fulton County Water System.

Department Recommendation:
The Department recommends approval of this letter contract and continued participation in this program.

Project Implications:
These services are already planned for within the Department's budget, service provision, or operations.

Community Issues/Concerns:

No issues or concerns have been raised concerning having the State perform these testing services for Fulton County.

Department Issues/Concerns:
No issues or concerns have been raised by the Department regarding this letter contract.

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

April 24, 2018

RE: Drinking Water Laboratory and Related Services

To whom it may concern:

The Georgia Environmental Protection Division (EPD) will soon begin a new service period for Drinking Water Laboratory and Related Services. The updated Drinking Water Terms and Conditions Agreement ("Agreement") will become effective July 1, 2018, and extend for a period of one (1) year. The Agreement will automatically renew each year unless a water system provides written notice of termination by June 1st of each year.

Payments are based on annual installments for laboratory services to be provided through the upcoming fiscal year. Invoices will be sent in July 2018 for laboratory testing provided July 1, 2018 through June 30, 2019, and owners will have thirty (30) business days from the invoice date to pay before a late penalty of 1.5% is applied to the account. Please be aware that the invoice in July of each year will be based on information EPD has on record for your water system in the Drinking Water Watch during the preceding month.

The Coliform/*E. coli* analyses are only available to public systems serving a population up to 12,900 people. If your public water system exceeds the 12,900 population threshold, Coliform/*E. coli* testing will need to be performed by another certified laboratory and the results provided to the EPD. Included with this letter are the current Laboratory Fee Schedules for both the Chemical/*Cryptosporidium* -and-Coliform/*E. coli* laboratory testing. The fee schedules may be subject to price changes in future years.

For your convenience, annual fee payments can be made using Automated Clearing House (ACH) payment processing to automatically debit a checking or savings account through an electronic check transaction. To utilize this service, you must first "Create a new account" on the Georgia EPD's Online System (GEOS) at: https://geos.epd.georgia.gov/GA/GEOS/Public. For step by step instructions on setting up a new account or making ACH electronic payments, please refer to the GEOS "System User Guide" on EPD's website at:
https://geos.epd.georgia.gov/GA/GEOS/Public/GovEnt/Shared/Pages/Main/Login.aspx.

Please note that traditional payment options will still be available for those that prefer those methods. However, the EPD encourages customers to consider transitioning to this quick and easy payment method. The EPD will continue to enhance its customer payment options and will inform users as other options become available in the future. Should you have any questions regarding payment options, please contact the EPD's Finance Department at epdfinance@dnr.ga.gov or (404) 463-1989.
See back for further information.

The EPD is committed to keeping information about your water system as accurate as possible. Please review your water system details and water system facilities online at the Drinking Water Watch: http://gadrinkingwater.net. In addition to reviewing service connections, population served, sources of water, and water purchases, please review the point of contact information to ensure all names, addresses, phone numbers, and e-mail addresses are correct.

If your water system information needs to be updated or you want to request a change to your EPD laboratory services (including termination), please contact your local Drinking Water Engineer using the Engineer Contact List or complete and submit a Request to Change Water System Inventory or Laboratory Services Form. Both documents can be found at the documents and forms link below. As mentioned above, any requested changes must be received by EPD no later than June 1st of each year in order to be reflected in the annual fees charged to your water system in the July invoice.

Please note that all Drinking Water Laboratory and Related Services documents and forms are also available electronically at: http://epd.georgia.gov/drinking-water-forms.

If you have any questions regarding laboratory and related services account changes or water system information, please contact your local EPD Drinking Water Engineer. For any questions regarding invoicing or payment options, please contact the EPD's Finance Department at epdfinance@dnr.ga.gov or (404) 463-1989.

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:	972
Customer Name:	NORTH FULTON COUNTY
Water System ID:	GA1210005
Invoice Number:	DW-2022-000972
Total Due :	$ 17,600.00

Bill To:

NORTH FULTON COUNTY
AMMONS, NICK
11575 MAXWELL RD
ALPHARETTA, GA 30004

Notification:

Check Water System Information
gadrinkingwater.net

Account Information:
TOTAL AMOUNT DUE ON *08/17/2021*

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2021 - 06/30/2022	7/6/2021	$ 17,600.00	$ 0.00	$ 0.00	$ 0.00	$ 17,600.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
437,032	2,160		C	SW	Chemical	$ 17,600.00
					Total :	$ 17,600.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	$ 17,600.00	$ 17,600.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Late Fee	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : **EPD - Drinking Water Fees**

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
972	$ 17,600.00	DW-2022-000972

DUE DATE:	08/17/2021
TOTAL AMOUNT DUE:	$ 17,600.00
TOTAL AMOUNT PAID:	

NORTH FULTON COUNTY
AMMONS, NICK
11575 MAXWELL RD
ALPHARETTA, GA 30004

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:	972
Customer Name:	NORTH FULTON COUNTY
Water System ID:	GA1210005
Invoice Number:	DW-2022-000972
Total Due :	$ 17,600.00

BILLING DETAIL

Transaction Date	Transaction Type Description	Transaction Amount
7/2/2021	Past Due Balance	$ 0.00
7/3/2021	Current Charges	$ 17,600.00
	Total:	$ 17,600.00

If you have questions regarding your invoice, please contact the Branch most closely related to your fees at one of the numbers below:

Air Protection Branch: (404) 363-7000
Land Protection Branch: (404) 657-8600
Watershed Protection Branch: (404) 463-1511

You may also email epdfinance@dnr.ga.gov for billing questions or for technical assistance, you can visit http://epd.georgia.gov/geos/contact-us for program-specific contacts.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0667 **Meeting Date:** 9/1/2021

Department
Public Works

Requested Action
Request approval of a statewide contract - Department of Public Works, SWC 99999-SPD-S20190913B-0002, Equipment Rental in an amount not to exceed $2,000,000.00 with Sunbelt Rentals, Inc. (Fort Mill, SC), to provide equipment rental services. Effective upon BOC approval for one year.

Requirement for Board Action
In accordance with Purchasing Code Section 102-461, requests for approval of statewide contracts of more than $49,999.99 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: This contract will provide specialty equipment rental contracting work that involves temporary generators, bypass chopper pumps, and all other requirements to successfully bypass a pipe for construction or rehabilitation.

Community Impact: These services are necessary to avoid spills, which has high health and environmental damages as well as fines from the Environmental Protection Agency (EPD).

Agenda Item No.: 21-0667 **Meeting Date:** 9/1/2021

Department Recommendation: The Department of Public Works recommends approval of the statewide contract with Sunbelt Rentals, Inc.

Project Implications: This contract will reduce operating cost by providing these types of rental equipment services. Current services are processed through the On Call Contractors and incur an automatic 10% fee adjustment as specialized services. This contract will eliminate that fee adjustment and leverage reduced statewide fees effectually lowering our cost.

Community Issues/Concerns: When there is a pipe break, the odor affects the community by the unpleasant smell as well as effects on health and property values, the bypass provides temporary relief until permanent repairs are made. None are known or anticipated.

Department Issues/Concerns: The department effectively looks for ways to reduce costs. No issues or concerns are known or anticipated.

Contract Modification: This is a new request.

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

Not Applicable

Exhibits Attached:

Exhibit 1: SWC# 99999-SPD-S20190913B-0002
Exhibit 2: Contractor Performance Report

Contact Information

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	.
Previous Adjustments:	.
This Request:	$2,000,000.00
TOTAL:	$2,000,000.00

Agenda Item No.: 21-0667 **Meeting Date:** 9/1/2021

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:

203-540-5400-S057: Water & Sewer R & E, Public Works, Wastewater Control Sysm Imprvt - $2,000,000.00

Key Contract Terms	
Start Date: 9/15/2021	**End Date:** 8/22/2022
Cost Adjustment: .	**Renewal/Extension Terms**: .tv renewal options

Overall Contractor Performance Rating: 3.4

Would you select/recommend this vendor again?
Yes

Report Period Start: **12/31/2020**
Report Period End: **6/30/2021**

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State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Equipment Rental	**99999-SPD-S20190913B**	**99999-SPD-S20190913B-0002**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Sunbelt Rentals, Inc.
B(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
6/1/2021	**08/27/2022**	**2 1yr Options**

3. Performance Bond, if any:	Other Bonds, if any:
N/A	**N/A**

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
Carl Hall, Daniel Garnett	**N'ya Newsome, Sunbelt Contract Team**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1:	Sourcewell Master Agreement 06230-SNB and State of Georgia Participating Addendum
Exhibit A:	State of Georgia Contract Terms and Conditions for Equipment Rental
Exhibit B:	Not To Exceed Rental Rates
Exhibit C:	Waiver of Contractor's Standard Agreement for State of Georgia

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

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Sunbelt Rentals, Inc.

By *(Authorized Signature)*	Date Signed
Irina Zakh	5/21/2021

Printed Name and Title of Person Signing

Irina Zakh, Customer Contract Manager

Address
2341 Deerfield Drive Fort Mill, SC 29715

7.

Agency

Agency Name
Department of Administrative Services

By *(Authorized Signature)*	Date Signed
Lisa Eason	5/24/2021

Printed Name and Title of Person Signing

Lisa Eason, Deputy Commissioner of State Purchasing Division, DOAS

Address
200 Piedmont Ave SE #1804 Atlanta, GA

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PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES

AGREEMENT
(Hereinafter "SOURCEWELL Master Agreement")
Contract Number: **062320-SNB**

Sunbelt Rentals Inc.

(Hereinafter "Contractor")

And

State of Georgia
(Hereinafter "Participant")

This Addendum is entered into by the **State of Georgia** (hereinafter "the Participant" or DOAS or the "State of Georgia) and Sunbelt Rentals Inc. (hereinafter "Contractor" and together with the Participant, the "Parties") pursuant to that certain Contract**,** between Contractor and Sourcewell (formerly NJPA) for the provision of Rental Equipment for Construction and Related Maintenance of Facility Operations effective as of August 23, 2020 as subsequently amended (together with its exhibits and attachments, the "Sourcewell Master Agreement"). This Addendum and the exhibits attached hereto shall be collectively referred to as this "Statewide Contract".

WHEREAS, **State of Georgia** is a member of Sourcewell;

WHEREAS, **State of Georgia** desires to rent equipment related to construction or equipment related to facility and maintenance projects from Contractor as set forth in the Sourcewell Master Agreement; and WHEREAS, **State of Georgia** desires to add terms and conditions to the Sourcewell Master Agreement; and

WHERAS, Contractor is willing to agree to additional term and conditions.

NOW THEREFORE, the Parties to this Addendum hereby agree as follows:

1. **Incorporation of Sourcewell Master Agreement.** The Parties agree to the terms and conditions set forth in the Sourcewell Master Agreement, which are incorporated herein by this reference, except as modified by this Addendum.

2. **Scope:** This Addendum authorizes and governs the State of Georgia's participation in the Sourcewell cooperative purchasing opportunity for Rental Equipment for Construction and Related Maintenance or Facility Operations, based on Master Agreement 062320-SNB by and between Sourcewell and Sunbelt Rentals Inc.

The State of Georgia, State Purchasing Division, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Addendum, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through the Statewide Contract to be more restrictive than set forth in Master Agreement 062320-SNB by and between Sourcewell and the Contractor.

Accordingly, the initial inclusions and exclusions of goods and services available through Statewide Contract, in relation to those available through Master Agreement are as follows:

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a. Exclusions: sale of used (or new) equipment; sale of any warranty programs; Sale of rental insurance or protection plan to state owned entities.

b. Inclusions: all other goods and services in Master Agreement #062320-SNB not herein excluded

3. **Participation:** This Addendum may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be 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. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official

4. **Additions to Sourcewell Master Agreement:** The terms and conditions set forth in Exhibit A: State of Georgia Contract Terms and Conditions for Equipment Rental and the pricing schedule set forth in Exhibit B: Not To Exceed Rental Rates attached hereto are incorporated herein and made a part hereof by this reference. In the event of inconsistent terms between this Addendum, Exhibit A, Exhibit B and the Sourcewell Master Agreement, the following order of precedence shall govern and control the agreement between the Parties: (a) this Addendum; (b) Exhibit A; (c)Exhibit B; and (d) Sourcewell Master Agreement, as may be amended (e) the Solicitation; (f) Contractor's response to the Solicitation (g) Contractor's Standard Agreement, as revised and accepted by Sourcewell.

5. Periodic Performance/Sales Reports

The Contractor shall submit the following management report(s) to the DOAS identified contract administrator. If specified by DOAS contract administrator, all electronic reports must be submitted in Microsoft Excel or Microsoft Access format. If applicable, reports should include the ability to sort/summarize by account.

Quarterly Sales Report

Statewide sales by customer, including the following: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity shipped, list price, unit price, total spend, etc. At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.5.

Ad Hoc Report(s)

Contractor may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Contractor to identify the specific informational items needed and the physical format of the report.

Small Business Subcontracting Report(s)

Contractor may be required to provide periodic reports on the goals and metrics surrounding its subcontractors and regarding the extent of compliance by the Contractor with any proposed subcontracting plan. In addition, Contractor may be required to cooperate in any studies or surveys. Specifically, DOAS will work with the Contractor to identify the specific informational items needed and the physical format of the report.

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6. Quarterly Business Review Meetings

The Contractor must be prepared to participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

7. Team Georgia Marketplace™ Virtual Catalog

DOAS utilizes electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site **is** referred to as the Virtual Catalog.

Contractor's Interface with the Virtual Catalog

The Contractor must cooperate with DOAS and Jaggaer (formerly known as SciQuest), in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Contractor agrees to the following:

1. Upon DOAS' written request, Contractor will deliver within thirty (30) days of such request either (1) a Hosted Catalog or (2) Punch-Out catalog or a combination of both. Contractor will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the Contractor's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS..
2. If requested by DOAS, Contractor will join the Jaggaer Contractor Network (JSN) and will have the option of using the Jaggaer's Contractor Portal to extract the Contractor's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: www.jaggaer.com or call the Jaggaer Contractor Network Services team at 919-659-2152 or 800- 233-1121.
3. Contractor will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programmed (UNDP) are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Contractor will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.org and http://www.unspsc.org/faqs#How.
4. DOAS will decide which of the catalog structures (either Hosted, Punch-Out, or both as further described below) will be provided by the Contractor. Regardless the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract are not to be viewable by User Agencies).

    a. Hosted Catalog. By providing a Hosted Catalog, the Contractor is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by Jaggaer's System Integration, such as Tab Delimited Text files. In this scenario, the

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Contractor must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.

b. Punch-Out Catalog. By providing a Punch-Out Catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard Punch-In via Commerce extensible Markup Language (cXML). In this scenario, the Contractor ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and Changes made to the Contractor's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, Contractor agrees to maintain a single Punch-Out site and provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Contractor will need to be able to facilitate the delivery of Level II Punch-Out within this Integration.

5. Minimum Requirements: Whether the Contractor is providing a Hosted Catalog or a Punch-Out Catalog, the Contractor will meet the following requirements:
   a. Catalog must contain the most current pricing* and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
   b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the statewide contract between the Contractor and DOAS; and
   c. The Catalog must include a State-specific contract identification number; and
   d. The catalog must include detailed product line item descriptions; and
   e. The catalog must include pictures or diagrams when possible;** and
   f. The catalog must include DOAS accepted Unit of Measure
   g. The catalog must include any additional DOAS content requirements.***
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to Hosted Catalogs:
   a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 1/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the Virtual Catalog on 1/01/10).
   b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
   c. Contractor will be required to honor pricing, for an agreed upon time, on orders that are considered to be "in-flight" at the time the price change goes into effect.

7. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
   a. For Punch-Out Catalogs the Contractor must accept orders Catalog generated orders via cXML or EDIINT. For Orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above.

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b. For Purchase Orders received via email, the Contractor must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
c. The Contractor is required to provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

8. Contractor agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Contractor's offering from the Virtual Catalog.

*Current pricing is to be inclusive of all administrative fees, delivery costs, production costs, third-party pass-through charges, or any markups or adjustments.

**Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
    - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
    - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
    - As products change, updated image files must be submitted to update the Virtual Catalog.
    - Provide a corporate logo image in the following sizes. Logo will be used for display on the Contractor/Contract profile.
        - 30 pixels (H) x 70 pixels (W)
        - 50 pixels (H) x 115 pixels (W)
        - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, Jaggaer and DOAS will work with the Contractor to determine the best solution for advertising the Contractor's offering.

*** Existing Contractors in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the Contractor and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jaggaer does not prohibit 'private' catalogs but recommends review of requirements with the Contractor enablement consultants and the Contractors in question first. Although Contractors in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a Contractor may have different pricing for state government agencies and Board of Regents institutions. Contractors have the ability and responsibility to submit

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separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, Jaggaer's technical documentation will be provided to the Contractor after (1) the Contractor has been formally invited by DOAS to join the Virtual Catalog and (2) the Contractor has joined the Jaggaer Contractor Network and signed up for Jaggaer's Contractor Portal. These services will be provided by Jaggaer at no additional cost to the Contractor. Contractor agrees that Contractor's statewide contract pricing includes any and all costs to the Contractor in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jaggaer catalog, the awarded Contractor agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded Contractor; however, the Contractor agrees to take commercially reasonable efforts to enable such separate Jaggaer catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Contractors are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Contractors' Conference.

9. State of Georgia Payment Programs

The State of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of Contractor payment for the Statewide Contract. Potential Contractors need to be prepared to accommodate any and all forms of payments.

The State of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Contractor agrees to accept payment via PCard and shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. The Contractor also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e- Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Contractor.

All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

the Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS Contract Administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

10. Administrative Fee and Sales Reporting Submission:

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A.

PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES

Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 1.0 percent (%) of rental charges only. All Contractors agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

a. Quarterly Payment and Sales Reporting Requirements. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	*Months*	*Contractor's Quarterly Sales Report Due Date*	*Contractor's Payment Due Date (In Response to DOAS generated Invoice)*
Quarter 1	*July 1st- September 30th*	*October 20th*	*November 15th*
Quarter 2	*October 1st- December 31st*	*January 20th*	*February 15th*
Quarter 3	*January 1st- March 31st*	*April 20th*	*May 15th*
Quarter4	*April 1st - June 30th*	*July 20th*	*August 15th*
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness.

b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Contractor

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shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

d. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

(Administrative Fee Amount Due) x (18%)
= XX/ 365 (366 for leap years) = Y

Y x (Number of Days Payment is Late)= Interest Owed

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

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e. Default. **THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding Fees and interest.

11. Standard Insurance Requirements

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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

Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Ops.Aggregate Limit	$2,000,000

Automobile Liability:

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract

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Combined Single Limit	$1,000,000
Errors and Omissions Limit	$2,000,000 If providing professional services
Commercial Umbrella Limit	$2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Prior to the execution of the contract, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided

12. Term: The term of this Addendum will commence on the date identified on the Statewide Contract Form. This Addendum shall terminate on the earlier of: (a) termination of the Sourcewell Master Agreement, as may be amended; or (b) the effective date of termination specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

13. Modification: The Parties may amend this Addendum by a written agreement which makes specific reference to this Addendum.

14. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Sourcewell

Name: **Kelly McAllister**
Address:
Telephone: **218-894-5468**
Fax:
E-mail: **Kelly.McAllister@sourcewell-mn.gov**

Contractor

Name: **N'ya Newsome**
Address: **Sunbelt Rentals, Inc. 1450 Howell Mill Rd.**
Atlanta, GA 30318

Telephone: **404-263-8257**
Fax:
Email: **nya.newsome@sunbeltrentals.com**

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PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES

With a copy to:
Name:
Contract Team
Sunbelt Rentals, Inc.
2341 Deerfield Dr.
Fort Mill, SC 29715

Participant

Name: **Daniel Garnett**
Address: **200 Piedmont Avenue S.E.**
Suite 1302, West Tower
Atlanta, Georgia 30334-901O

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Telephone: 404-651-6084
Fax: 770-342-4245
E-mail: daniel.garnett@doas.ga.gov

All notices required under this Addendum shall be delivered to the Parties' representatives at the addresses specified above.

15. Contractor's Standard Agreements: The parties agree that for so long as this Addendum is in place, Participant shall not be required to sign United Rentals' rental and service agreement provided that, upon receipt of the equipment, Participant shall sign Sunbelt Rentals' delivery forms for the sole purpose of acknowledging receipt of the equipment, safety notices and operation manuals. The parties further agree that any purchase order, scope of work, work order, agreement, or similar document issued by Participant shall be signed by United Rentals for Participant's record-keeping purposes only. Any terms contained therein, other than amount and types of equipment ordered, time and place for delivery, price, and estimated Rental Period (as defined in Exhibit A), shall be superseded and replaced by the terms and conditions set forth in Exhibit A and as indicated within Exhibit C Waiver of Contractor's Standard Agreement for State of Georgia.

16. Captions and Headings: The captions and headings used in this Addendum are intended for convenience only and shall not be used for purposes of construction or interpretation. The captions and/or headings shall in no way define, limit, or describe the scope or intent of any part of this Addendum.

17. Severable Terms: In the event any provision (or portion thereof) of this Addendum is inconsistent with or contrary to any applicable law, rule, regulation or order ("Law"), said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the least extent necessary to make it comply with said Law, and this Addendum as so modified, shall remain in full force and effect. If necessary, this Addendum shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

18. Entire Agreement: This Addendum and the Sourcewell Master Agreement, as may be amended, together with their respective exhibits and attachments, set forth the entire agreement between the Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Except as provided herein, this Addendum cannot be modified without the written consent of both Parties.

19. Counterparts and Electronic Execution: This Addendum may be executed in any number of counterparts, each of which shall be deemed an original of this Addendum, which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile or e-mail to the other Party shall be deemed to be valid as an original and shall be binding as between the Parties.

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PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES

Exhibit A
State of Georgia Contract Terms and Conditions for Equipment Rental

A. DEFINITIONS AND GENERAL INFORMATION

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

(i) **"Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.

(iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.

(v) **"Equipment Condition Report"** means A signed, written equipment condition report shall be provided to the Authorized User for signature prior to the start of the Rental Period, and upon return of the Heavy Equipment to the Contractor.

(vi) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(viii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.

(ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.

(x) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in

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writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xi) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

2. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Provision of Goods and Services.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX, the Statement of Work, and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered, provided such damage is reasonably determined to not be caused by User Agencies.

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3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.

4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

5. **Acceptance.** "Rental Period" commences when the Equipment is delivered to State User or the Site Address. Product shall be deemed accepted within 24 hours of equipment delivery. During delivery, User Agency has the right and the reasonable opportunity to inspect the equipment. User Agency may reject a deliverable in the event that it materially deviates from its technical and/or functional specifications.

   If the Product does not meet the standard of performance during Rental Period, User Agency will inform Contractor in writing immediately. Contractor shall repair or replace defective equipment as soon as possible, but not later than 48 hours from such notification. If Contractor determines that repairs to the Equipment are needed beyond Ordinary Wear and Tear and due to the customer's negligence and/or willful misconduct the Customer shall pay full repair charges and the rental of the Equipment until the repairs are completed.

   During Rental Period, State User takes responsibility for Contractor's equipment, maintenance of fuel and oil levels, routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. State User shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by Contractor.

   At a minimum, the Equipment Condition report must be reviewed and agreed upon by User Agency; and shall include a list, as applicable to the Heavy Equipment, of the following:

   1. Pre-existing damage and non-functioning features;
   2. Operational checks that have been performed;
   3. Attachments provided with the Rental;
   4. Verification that safety devices are in place and operational and safety stickers are in place and legible;
   5. Operators and other manuals included;
   6. Tire condition and pressure;
   7. Fuel and fluid levels;
   8. Hour/usage meter and odometer readings

1. **Rental Period/ Calculation of charges.** Rental charges commence when the Equipment leaves the Store Location or when the Equipment is delivered and accepted by the user agency. Rental Charges shall end when the Equipment is either returned to the Store Location during Sunbelt's regular business hours or picked up by Sunbelt after User Agency notifies Sunbelt that the Equipment is "off rent" and obtains an "off rent" confirmation number from Sunbelt. Pick-up and delivery by _Sunbelt is subject to a "Delivery and Pick- up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until User Agency has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA

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("RCRA Empty Condition") and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed, on a line item basis, on the Contractor's Standard Agreement. Additionally, Sunbelt shall invoice User Agency for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by User Agency to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four- week period. On power equipment, operations in excess of one shift will be as follows: one and one- half times the rental charge for double shift and two times the rental charge for triple shift. User Agency will truthfully and accurately certify to Sunbelt the number of shifts the Equipment was operated. User Agency's right to possess the Equipment terminates on the expiration of the Rental Period or agreed upon date of the Pickup Service.

7. **Services and other Deliverables.** Contractor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor and any employees of Contractor will perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.

8. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy, the RFX, and the Response as accepted by the Agency. The Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Equipment rentals pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Rental Rates do not include and User Agencies are responsible for, in addition to all rental rates and other charges shown in this Agreement, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on User Agencies possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Agreement; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment; and (vii) an Environmental Fee. User Agencies are solely and individually financially responsible for their respective purchases.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for Equipment supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide

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Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such direct incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or

   (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which **is** materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

   (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or **is** in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

   (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

   (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

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(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

(vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

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

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

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

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

(i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

(ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

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(i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including,

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without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

   (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

   (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

   (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and

   (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

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

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

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3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

I.I.I G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation. Except** to the proportionate extent of the State's negligence, the Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, to the extent caused by:

   (i) Any breach of the Statewide Contract;

   (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

   (iii) Any failure of goods to comply with applicable specifications under the Statewide Contract;

   (iv) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

   (v) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

   (vi) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the Sunbelt States;

   (vii) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

   (viii) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

Contractor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Contractor be liable for incidental, special or consequential damages.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this. indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation

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against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide insurance as required by the Participating Addendum.

2 J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty - Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be in good working condition upon delivery. If any goods offered by the Contractor are found to be defective in material or workmanship upon delivery, the User Agencies shall have the option of returning or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

   During the Rental Period, any piece of equipment that breaks down, or is damaged, shall be repaired or replaced by Contractor within two (2) business days after notification by the Authorized user. The Rental Period shall be suspended for the time that the equipment is unavailable for use due to required repairs, and the Rental Period extended accordingly, or a monetary adjustment satisfactory to the Authorized User shall be provided.

3. **Product Warranty.** During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is

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in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed throughout the life of the Rental period. Notwithstanding anything contained in the Agreement to the contrary, Contractor provides rental equipment that is neither sold nor integrated into the Work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.

4. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

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

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9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Goods and Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform the Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform the Services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Statewide Contract.

K. PRODUCT RECALL

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

L. CONTRACT ADMINISTRATION

1. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's

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Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

2. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in
O.C.G.A. §50-5-85.

3. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with /Contractor's Name). /Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

4. **State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at https://gta.georgia.gov/psg/ or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant User Agency's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such User Agency. For any individual User Agency location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all User Agency information with which such employees and agents come into contact while at the User Agency site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately

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notify Agency and applicable User Agency of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or User Agency to Contractor. Contractor shall provide Agency and applicable User Agency the opportunity to participate in the investigation of the breach.

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

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

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to either party shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties

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shall not rely on any representation that may have been made which is not included in the Statewide Contract.

11. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

12. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

13. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

14. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

15. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

16. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier orservices such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

17. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

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18. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

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

20. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

21. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

22. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the Sunbelt States, or any other authorized representative of the Sunbelt States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

23. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

24. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

25. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods

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provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

26. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia, another state, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State, another state, or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

27. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

28. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

29. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

30. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance **is** delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

31. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

32. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

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33. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

34. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

35. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

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

36. **Protection of Property.** The Contractor shall assume all costs, risks and liability for any construction related to building or structural modification needed for equipment installation and implementation at no additional cost to the State. The Contractor shall remove, discard, and properly dispose of any unused or otherwise non-operational equipment, materials, supplies and shipping packages, boxes/crates, wooden pallets, other refuse, etc., from the User Agency's premises immediately, at the Contractor's expense and at no additional cost to the User Agency.

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

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

    (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

    (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy

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(b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVtODDnc2 s?rel=O prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

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

(a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy

(b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

M. USE OF THIRD PARTIES

1. **Subcontractor Disclosure.** The Contractor shall disclose all Subcontractors to Agency. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations. The Contractor shall notify the Agency of any changes to its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities. The Contractor must disclose all Subcontractors in all Statement of Works (SOW) and/or Orders with User Agencies and must receive User Agency approval for any Subcontractor changes.

2. **Background Checks.** The Contractor shall perform background checks on staff. The Contractor shall not use staff that has material criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's Information among the Contractor's employees and agents.

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3. **Right to Remove individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such Individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.

4. **Rights and Obligations.** No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. Contractor is responsible for ensuring any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the Original Equipment Manufacturer (OEM) specifications. Third- party personnel must be recognizable by uniform and ID upon providing service for User Agencies.

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Exhibit B: Not to Exceed Rental Rates

Cat-Class	Description	Proposed SBR Sourcewell Day	Proposed SBR Sourcewell Week	Proposed SBR Sourcewell Month
9_70	56KW DIESEL GENERATOR	$345.00	$925.00	$2,115.00
9_40	36KW DIESEL GENERATOR	$250.90	$664.85	$1,564.69
9_30	20KW DIESEL GENERATOR	$175.00	$483.12	$1,068.63
9_100	100KW DIESEL GENERATOR	$445.00	$995.00	$2,800.00
7_29	30-33' ELECTRIC SCISSOR NARROW	$225.00	$565.00	$1,120.00
7_28	30-33' ELECTRIC SCISSOR	$210.00	$507.00	$995.00
7_25	19' ELECT SCISSORLIFT	$145.00	$250.00	$435.00
7_16	40-44' ELECT SCISSOR NARROW	$315.00	$775.00	$1,735.00
7_11	25-26' ELECT SCISSOR NARROW	$165.00	$315.00	$615.00
64_220	PLATE TAMPER 200LB CLASS 19.5" WIDE	$95.00	$250.00	$600.00
6_1	SPIDER BOX TPB50P	$75.00	$205.00	$725.00
58_855	120' STR MANLIFT W/JIB	$1,300.00	$3,500.00	$8,250.00
58_822	80' STR MANLIFT	$675.00	$1,656.00	$3,970.00
58_823	80' STR MANLIFT W/JIB	$715.00	$1,762.00	$4,075.00
58_803	80' ART MANLIFT W/JIB	$713.32	$1,775.00	$4,048.69
58_626	60' STR MANLIFT W/JIB	$460.00	$1,205.00	$2,650.00
58_624	60' STR MANLIFT	$440.00	$1,125.00	$2,500.00
58_607	60' ART MANLIFT W/JIB	$400.00	$1,195.00	$2,715.00
58_49	50' TOWABLE ART MANLIFT	$355.00	$875.00	$2,300.00
58_455	45' ART MANLIFT	$288.00	$740.00	$1,584.00
58_457	45' ART MANLIFT W/JIB	$300.00	$785.00	$1,650.00
58_45	34' TOWABLE ART MANLIFT	$327.95	$745.00	$1,950.45
58_440	45' ART ELECT MANLIFT JIB	$345.00	$930.00	$2,200.00
58_435	40' ART ELECT MANLIFT NARROW JIB	$341.00	$915.00	$2,150.00
58_426	40' STR MANLIFT W/JIB	$340.00	$785.00	$1,850.00
58_424	40' STR MANLIFT	$285.00	$705.00	$1,625.00
58_343	34' ART MANLIFT	$330.73	$819.60	$1,825.00
58_301	30' ART ELEC MANLIFT NARROW ROTAJIB	$325.00	$785.00	$1,798.00
56_620	10K 55' SHOOTING BOOM FORKLIFT	$635.00	$1,600.00	$3,300.00
56_330	6K-7K 42' SHOOTING BOOM FORKLIFT	$389.03	$975.00	$2,250.00
56_230	5500LB 19' SHOOTING BOOM FORKLIFT	$335.00	$850.00	$2,100.00
55_235	5000LB IND FORKLIFT LOW MAST DF	$205.00	$585.00	$1,310.00
55_220	5000LB IND FORKLIFT DF	$187.62	$537.56	$1,147.42
53_230	4WD STANDARD BACKHOE CANOPY	$315.00	$865.00	$1,105.00
49_6	SKIDSTEER / MINI EX AUGER ATTACHMENT	$111.87	$278.20	$754.40
48_510	1500-2100LB TRACK SKIDSTEER	$265.00	$804.80	$2,016.35
48_400	1500-2000LB SKIDSTEER	$235.00	$750.00	$1,425.00
43_230	3" GAS TRASH PUMP	$75.00	$190.00	$470.00
41_163	6X6X11 SOLIDS VAC 74HP QF CONTR PUMP	$300.00	$875.00	$3,295.00
40_45	LITTER VACUUM RIDE-ON - OUTDOOR	$445.00	$1,465.00	$2,850.00
40_35	SWEEPER MID-SIZED RIDE-ON LP	$395.00	$1,440.00	$2,520.00
40_31	SWEEPER COMPACT RIDE-ON BATTERY	$265.00	$745.00	$1,600.00
40_230	SWEEPER/SCRUBBER INDUSTRIAL RIDE-ON LPG	$610.00	$2,000.00	$4,240.00
40_220	SCRUBBER INDUSTRIAL RIDE-ON LPG	$555.00	$1,780.00	$4,040.00
40_200	SCRUBBER MICRO RIDE-ON BATTERY	$255.00	$835.00	$1,810.00
40_118	SCRUBBER W/B MIDSIZE 28"	$190.00	$580.00	$1,235.00
40_115	SCRUBBER W/B 28" PATH BATTERY	$225.00	$575.00	$1,650.00
40_110	SCRUBBER W/B 20" PATH BATTERY	$155.00	$480.00	$900.00
39_60	12" CHIPPER	$457.03	$1,139.28	$2,856.42
37_85	36" TRACK TRENCHER WALK BEHIND	$255.00	$695.00	$1,782.48
37_80	24" TRACK TRENCHER WALK BEHIND	$255.00	$515.00	$1,625.00
35_140	7,500LB MINI EXCAVATOR	$305.00	$775.00	$1,655.00
35_130	6,000LB MINI EXCAVATOR	$243.65	$670.67	$1,605.37
35_120	3,500LB MINI EXCAVATOR	$270.00	$725.00	$1,675.00
32_220	CONCRETE PLANER 8" GAS/PROP	$265.00	$665.84	$1,716.66

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24_1102	12'DECK SINGLE AXLE TILT TRAILER <10K#	$50.00	$165.00	$425.00
22_140	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL	$265.00	$760.00	$1,875.00

22_120	36" DOUBLE DRUM RIDE-ON ROLLER	$245.00	$725.00	$1,650.00
20_50	14" GAS CUTOFF SAW	$85.00	$195.00	$540.00
18_5	TRENCH ROLLER W/ REMOTE	$299.33	$795.00	$1,810.00
155_67	50' #2 BANDED 5-WIRE	$15.67	$47.03	$141.79
155_245	CABLE RAMPS	$10.00	$35.00	$75.00
155_100	4/0 CAMLOCK CABLE 50'	$26.41	$53.10	$125.00
152_3310	6X20 ORANGE/CLEAR SUC BAUER HOSE	$34.21	$79.89	$225.00
150_800	50' SPIDERBOX CABLE 6/4	$35.10	$108.61	$320.00
150_25	3/4" X 50' AIR COMPRESSOR HOSE	$13.25	$25.47	$52.38
120_120	65LB CLASS DEMOLITION HAMMER	$117.42	$309.50	$745.09
12_410	4000W NARROW HORIZONTAL MAST LIGHT TOWER	$102.00	$233.64	$515.41
109_1270	70 TON SCROLL CHILLER	$675.00	$2,045.00	$5,725.00
109_1005	10 TON SCROLL CHILLER	$335.00	$1,001.66	$3,020.16
108_245	40 TON AIR CONDITIONER NON-XP NEMA 4	$575.00	$1,350.00	$4,950.00
108_230	25 TON AIR CONDITIONER W/HEATER 480V 3PH	$550.00	$1,400.00	$3,885.00
108_216	12 TON AIR CONDITIONER W/HEATER 208V 3PH	$485.00	$1,150.00	$2,450.00
107_2018	1T PORTABLE HEAT PUMP/AC/DEHU	$205.73	$400.00	$1,700.00
107_112	1.25T CLASSIC PORTABLE AC/DEHU	$195.00	$345.00	$1,154.50
107_105	1T OFFICE PORTABLE AC/DEHU 110V	$210.00	$395.00	$1,318.20
10_540	30KW ELECTRIC HEATER 480V 3PH	$195.00	$285.00	$859.72
10_535	15KW ELECTRIC HEATER 480V 3PH	$195.00	$285.00	$859.72
1_30	185CFM 125PSI DIESEL AIR COMPRESSOR	$101.97	$258.39	$621.88
All other Items/Cat-Classes	Sunbelt Catalog or www.SunbeltRentals.com	5% Off Book Rate	10% Off Book Rate	15% Off Book Rate
	Standard Pick-up & delivery apply in the US and Canada.			
	US Charges rates are $125.00 each way and $3.85/mile thereafter.			
	Canadian rates are 165.00 each way and $3.50/km thereafter.			

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Renting equipment and servicing that which we rent. Service calls are an available service, but may only be available in specific areas based on market conditions. Customers arrange service calls with Sunbelt Rentals between the hours of 7:00 am to 4:00 pm, Monday through Friday will be billed at $125.00 per hour, door to door. All service call labor performed outside of regular business hours will be billed at 1.5 x the rate of 125.00 on weekdays, 4:00PM – 9:00PM Monday through Friday and 2 x the normal rate between the hours of 9:00PM & 7:00AM as well as weekends, or holidays. Customer will be provided order.

Parts will be marked up as follows:

Parts less than 75.00 total will be invoiced with a 35% mark up. Parts more than 75.00 in total will be invoiced with a 25% mark up. Freight for parts will be invoiced at a 7% mark up

3.) Repairs and warranties on parts are subject to Sunbelt Rentals Service Agreement.

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Exhibit C

Waiver of Contractor's Standard Agreement for State of Georgia

RE: Sunbelt Rentals Inc.
State of Georgia
Georgia Department of Administrative Services State Purchasing Division

To whom it may concern:

Sunbelt Rentals will provide equipment for rent and related services to the participating agency under the Georgia State Contract. Upon delivery of the equipment the agency representative shall sign the Sunbelt Rentals agreement for the sole purpose of acknowledging receipt of the delivered equipment, safety notices, operational manuals and confirming that equipment is in good working order. All preprinted terms and conditions contained in the rental agreement shall be null and void.

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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2019	12/31/2019	12/31/2019	6/30/2020
PO Number			**PO Date**
540 19SC119085K-DB			4/29/2019
Department	**PUBLIC WORKS**		
Bid Number	**BOC#19-0241**		
Service Commodity	**Pine Valley Drive Emergency Repair**		
Contractor	Sunbelt Rentals		

0 = Unsatisfactory	*Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.*
1 = Poor	*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.*
2 = Satisfactory	*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.*
3 = Good	*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.*
4 = Excellent	*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.*

1. Project Development (-Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)

○ 0
○ 1
○ 2
○ 3
◉ 4

Comments:
Vendor achieves and complies with specifications and standards most of the time. Personnel are highly qualified and are very responsive and require minimal directions in performing the work.

2. Design (-Were Milestones Met Per Contract – Reliability – Responsiveness to Direction/Change – On Time Completion – Liquidated Damages)

○ 0
○ 1
○ 2
○ 3
◉ 4

Comments:
Vendor achieves milestone most of the time. Delays occurs but have minimal impact on the delivery of the project. Very responsive and flexible when given work change directives.

3. Award - Proposal Development (-Met Timeless/Due Dates - Reasonable/Cooperative - Flexible/Motivated - Prompt Problem Notification)

Comments:

○ 0 ○ 1 ○ 2 ◉ 3 ○ 4	Vendor demonstrates prompt service and delivery of project. Handles problems promptly and appropriately.

4. Construction (-Mobilization Timely – Were Milestones Met – Met/Exceeded Specifications – Within Budget Performance – Proper Invoicing – Quality of Work – Responsive to Owner)

○ 0 ○ 1 ○ 2 ○ 3 ◉ 4	Comments: Vendor mobilizes in a timely manner as in accordance with schedule. Quality of work are performed in accordance with Contract documents. Documents in invoicing are in order most of the time and submitted in a timely manner.

5. Closeout Action and Contractors Key Personnel (-Effective Management - Credentials/Experience - Ability to Accomplish Mission - Conduct)

○ 0 ○ 1 ◉ 2 ○ 3 ○ 4	Comments: Vendor has managed projects from inception to closeout effectively. Key personnel are experienced and trained in their field of expertise and conduct themselves professionally. Closed out projects in a timely manner. Problem was in billing work in a timely fashion.

Overall Performance Rating: 3.4		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) ◉ Yes ○ No	**Rating completed by:**	Walter.Rekuc

Department Head Name	Department Head Signature	Date
David Clark		6/9/2020

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0668 **Meeting Date:** 10/6/2021

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Utility Easement Dedication of approximately 95,400 square feet to the City of Atlanta, a political subdivision of the State of Georgia from Fulton County, Georgia, for the purpose maintaining a water line and installing water meters along Sandy Creek Road to serve the Fulton County Executive Airport hangar tenants, authorize the Chairman or County Manager to execute all associated documents; and authorize the County Attorney to approve the associated documents as to form and make necessary changes thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A. § 36-9-2 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County.

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

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: When the North Terminal Area was constructed to serve the future aircraft hangars, a 12" water main was installed adjacent to the Sandy Creek Road along the northern property line of the Fulton County Executive Airport. Because Sandy Creek Road is access controlled due to airport security requirements, the City of Atlanta needs a permanent water utility easement to access this water main and

install water meters to serve the various aircraft hangars planned for the North Terminal Area.

Community Impact: No impacts are expected since the water main has already been installed and the meters will be located behind the access fencing on airport property leased to the hangar tenant.

Department Recommendation: Public Works recommends approval of the water utility easement.

Project Implications: Without the water utility easement, the City of Atlanta will not maintain the water main or install new water meters to serve the hangars.

Community Issues/Concerns: None are known or anticipated.

Department Issues/Concerns: The water utility easement is necessary for water to be available for the Norfolk Southern aircraft hangar currently under construction.

After recording, return to:
Department of Watershed Management
Office of Engineering Services
72 Marietta Street NW, 5th Floor
Atlanta, GA 30303
Attn: Angelique Young

Permit #: 21-101FC
Parcel Address: 4055 Sandy Creek Rd and 0 Fulton Industrial Boulevard
Property Tax ID #: 14F0017 LL0395 and 14F0021 LL0084

WATER UTILITY EASEMENT

STATE OF GEORGIA
COUNTY OF FULTON

This Agreement is made and entered into between the Grantor and the Grantee on [Date].

1. Definitions.
   (a) *Agreement* means this easement agreement.
   (b) *Easement Area* means the area of the Property containing 95,400 square feet, more or less, and as more particularly described in the legal description and in that certain plat shown in **Exhibit A**.
   (c) *Grantee* means the City of Atlanta, a municipal corporation in the State of Georgia, having an address at 55 Trinity Avenue SW, Atlanta, Georgia 30303 and includes any successors, and assigns.
   (d) *Grantor* means Fulton County, having an address at 141 Pryor St SW, Atlanta, GA 30303 and includes any heirs, executors, administrators, successors, and assigns.
   (e) *Installations* means water utility lines on the Grantee's side of each customer meter which may include but are not limited to water mains, water service lines, water meters, and all appurtenant facilities all or some of which may be shown on the plat in **Exhibit A** but whose final and definitive location shall become established at the completion of construction.

(f) *Property* means the land with Fulton County Tax Parcel ID number 14F0017 LL0395 and 14F0021 LL0084, commonly known as 4055 Sandy Creek Rd and 0 Fulton Industrial Boulevard Address.

2. Grant of easement and other rights. For and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee:

   (a) a perpetual, non-exclusive easement to construct, enlarge, extend, inspect, install, maintain, operate, relocate, repair and replace the Installations in, on, over, under, upon, across, or through the Easement Area;

   (b) the right to use the Installations to measure, channel, distribute or transport water, stormwater, sewage, reuse water, or such other liquid substances the Grantee may find necessary to manage, treat, distribute or dispose of;

   (c) the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental to the use and enjoyment of the Easement Area by the Grantee;

   (d) the right of ingress and egress over the Easement Area;

   (e) the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Easement Area, which removal is necessary or incidental to the use and enjoyment of the Easement Area by the Grantee; and

   (f) the right, when required by law, governmental regulation or necessity, to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Easement Area.

3. Grantee agreements. The Grantee agrees:

   (a) to operate, repair, replace and maintain continuously the Installations upon the Easement Area;

   (b) that any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee shall be done as work of this nature is customarily done by other skilled contractors in the community; and

   (c) that after the completion of any construction, maintenance, repair or other work or activities performed on or within the Easement Area by the Grantee, the Easement Area or other parts of the Property shall be left in a clean and good condition, with all debris removed and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as nearly as practicable.

4. Grantor agreements. The Grantor agrees:

   (a) that no act shall be permitted on, and no encroachments or obstructions shall be placed on, over or under the Easement Area in any manner that is inconsistent with the use and enjoyment of the Easement Area by the Grantee;

   (b) to waive all right to any further compensation for the easement and other rights granted to the Grantee under this Agreement;

(c) that it shall not be allowed any other or further relief from assessment and/or charges for utility lines installed in any street which abuts the Property, except as provided by law;

(d) that the Installations remain the property of the Grantee or become the property of the Grantee once accepted by the Grantee; and

(e) to provide all necessary security codes to access the Easement Area.

5. Reserved rights. The Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent with rights, privileges, benefits and easements granted to the Grantee under this Agreement.

6. Agreement runs with the land. The parties agree that this Agreement shall at all times be deemed to be, and shall be, a continuing covenant running with the title to the Property and shall inure to and be binding upon the heirs, executors administrators, successors, and assigns of the parties to this Agreement.

7. Miscellaneous.

(a) Amendment. This Agreement may not be amended except in writing and signed by each party.

(b) Assignment. The Grantee may assign all or any part of the easement or other rights under this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

(d) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

(e) Governing Law. This Agreement must be construed under and enforced in accordance with the laws of the State of Georgia.

(f) Warranty. The Grantor warrants and covenants that it is lawfully seized and possessed of the Property, it has title to the rights above granted and that the same are free and clear of all liens and encumbrances, it has the right and power to enter into this Agreement, and it has obtained all consents necessary for entering into this Agreement.

(g) Recording. The Grantor warrants and covenants that it has obtained all consents necessary for recording this Agreement and the Grantor agrees to record this Agreement and provide a recorded copy to the Grantee.

(h) Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part of the Agreement.

(i) Termination and release. This Agreement may be terminated and released from the title to the Property only with the prior written consent of all parties.

[*Signatures begin on the following page*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth above.

Signed, sealed and delivered in the presence of:	**Grantor**:
By: _____	By: _____
Witness	[Name] [Position] [Grantor name]
By: _____	(Seal)
Notary Public	
(Notary Seal)	

[*Signatures continue on the following page*]

Approved as to form:

By: _____

City Attorney

Grantee:

By: _____

Mikita K. Browning
Commissioner
Department of Watershed Management
City of Atlanta

Signed, sealed and delivered in the presence of:

By: _____

Witness

By: _____

Notary Public

(Notary Seal)

EXHIBIT A

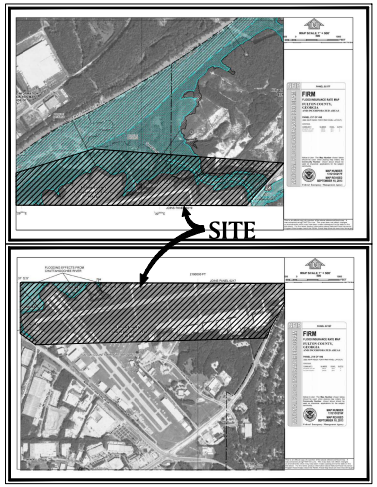
Legal Description and Plat

NORTH TERMINAL AREA - PHASE II



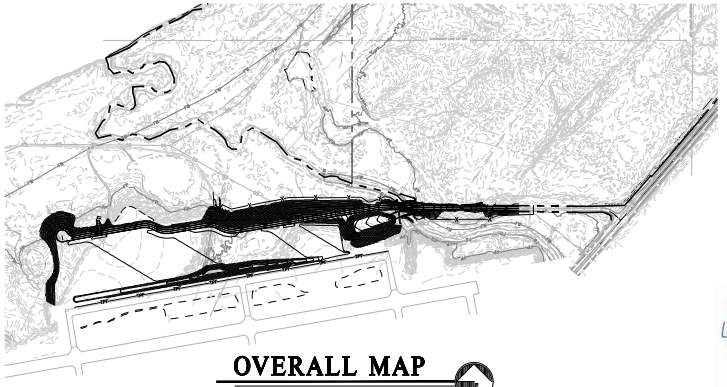
VICINITY MAP
SCALE: NTS

SANDY CREEK ROAD AND FULTON INDUSTRIAL BOULEVARD
FULTON COUNTY, GEORGIA
LAND LOTS 17 & 21
14TH DISTRICT



A PORTION OF THIS TRACT OF LAND DOES LIE WITHIN THE 100-YEAR INTERMEDIATE REGIONAL FLOOD ZONE AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON COMMUNITY PANEL NUMBER 13121C0217F AND 13121C0219F, DATED SEPTEMBER 18, 2013.

F.I.R.M PANEL
SCALE: NTS



OVERALL MAP
SCALE: 1" = 500'

GSWCC Georgia Soil and Water Conservation Commission
MR. DANIEL MITCHELL, P.E.
Level II Certified Design Professional
Certification Number 0000005788
Issued: 09/07/2015 Expires: 09/07/2019

TOTAL AREA = 49.92 AC±

TOTAL DISTURBED AREA = 49.92 AC±

GEORGIA 811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.

GEORGIA PROFESSIONAL ENGINEER DANIEL S. MITCHELL 4-13-18

UTILITY CONTACTS:

Water
City of Atlanta Department of Watershed Management
Jarrell Thornton
72 Marietta St.
Atlanta, GA 30303
(404) 546-32149

Sewer
Fulton County Dept. of Public Works, Water Resources Division
Tim Mullen
141 Pryor St.
Atlanta, GA 30303
(404) 612-7429

Sheet List Table

Sheet Number	Sheet Title	01.30.17	05.11.17	07.05.17	11.06.17	02.16.18	04.13.18
C-000	COVER	●	●	●	●	●	●
C-001	TRACKING SURVEY		●	●	●	●	●
C-002	GENERAL NOTES	●					
C-003	EXISTING SURVEY PRIOR TO PHASE I CONSTRUCTION						
C-004	OVERALL DEMOLITION PLAN						
C-005	DEMOLITION PLAN						
C-006	DEMOLITION PLAN						
C-007	DEMOLITION PLAN						
C-100	OVERALL SITE PLAN						
C-110	DETAILED SITE PLAN						
C-111	DETAILED SITE PLAN						
C-112	DETAILED SITE PLAN						
C-113	DETAILED SITE PLAN						
C-200	OVERALL GRADING PLAN			●			
C-210	DETAILED GRADING PLAN	●		●			
C-211	DETAILED GRADING PLAN						
C-212	DETAILED GRADING PLAN	●					
C-213	CROSS SECTIONAL PROFILES						
C-214	CROSS SECTIONAL PROFILES						
C-300	OVERALL UTILITY PLAN				●	●	●
C-310	DETAILED UTILITY PLAN				●	●	●
C-311	DETAILED UTILITY PLAN				●	●	●
C-312	DETAILED UTILITY PLAN				●	●	●
C-313	DETAILED UTILITY PLAN				●	●	●
C-400	ESPC PLAN		●				
C-401	ESPC PLAN		●				
C-410	INITIAL EROSION CONTROL PLAN		●				
C-411	INITIAL EROSION CONTROL PLAN		●				
C-412	INITIAL EROSION CONTROL PLAN		●				
C-413	INITIAL EROSION CONTROL PLAN		●				
C-414	FINAL PHASE I EROSION CONTROL PLAN		●				
C-420	INTERMEDIATE EROSION CONTROL PLAN						
C-421	INTERMEDIATE EROSION CONTROL PLAN		●				
C-422	INTERMEDIATE EROSION CONTROL PLAN		●				
C-430	FINAL EROSION CONTROL PLAN						
C-431	FINAL EROSION CONTROL PLAN		●				
C-432	FINAL EROSION CONTROL PLAN		●				
C-510	ROAD PROFILES						
C-511	ROAD PROFILES						
C-520	STORM PROFILES						
C-521	STORM PROFILES						
C-522	STORM PIPE CHART						
C-530	SEWER PROFILES						
C-531	UTILITY CROSSING PROFILES						●
C-610	SITE DETAILS						
C-620	GRADING DETAILS	●					
C-621	OCS DETAILS						
C-622	GRADING DETAILS						
C-630	UTILITY DETAILS						
C-631	UTILITY DETAILS				●		
C-640	EROSION CONTROL DETAILS		●				
C-641	EROSION CONTROL DETAILS						
C-642	EROSION CONTROL DETAILS						
C-643	EROSION CONTROL DETAILS						
SQ-1	SUMMARY OF QUANTITIES						
GN-1	GENERAL NOTES						
PSPN-1	PROJECT SAFETY AND PHASING PLAN NOTES						
PSPL-1	PROJECT SAFETY AND PHASING PLAN LAYOUT						
PSPP-1	PROJECT SAFETY AND PHASING PLAN						
PSPD-1	PROJECT SAFETY AND PHASING PLAN DETAILS						
FD-1	FENCING PLAN DETAILS NO.1						
FD-2	FENCING PLAN DETAILS NO.2						
FD-3	FENCING PLAN DETAILS NO.3						

OWNER: FULTON COUNTY

ENGINEER:
PAULSON MITCHELL INCORPORATED
LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS

CONTACT:
MR. DANIEL MITCHELL, P.E.

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com

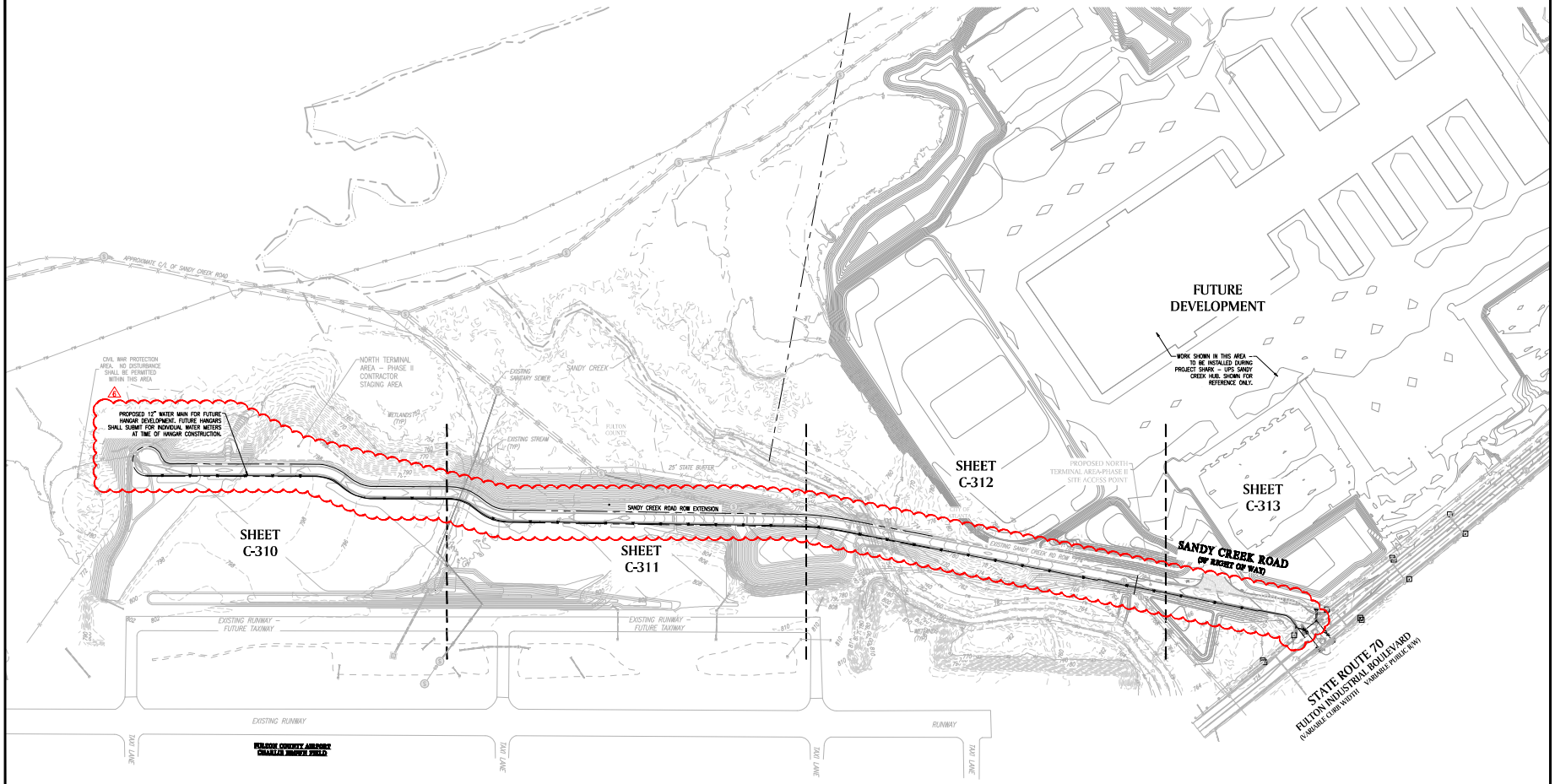
NOTE: FEDERAL FUNDING APPLIES

JOB NO:
2016111.71

ORIGINAL ISSUE DATE: 12.21.16

2016111.71 NORTH TERMINAL AREA - PHASE II

617



OVERALL UTILITY PLAN

0 100 200 400 800

SCALE: 1 = 200

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LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 300
ROSWELL, GEORGIA 30075

VOICE 770.993.7889
FAX 770.993.7894
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PAULSON MITCHELL INCORPORATED

PROJECT:

NORTH TERMINAL AREA - PHASE II

SANDY CREEK ROAD AND
FULTON INDUSTRIAL BOULEVARD
LAND LOTS 17 & 21
14TH DISTRICT
CITY OF ATLANTA
FULTON COUNTY, GA

FOR:

MAJESTIC REALTY COMPANY
One Securities Centre
3490 Piedmont Road NE, Suite 210
Atlanta, GA 30305
(404) 467-5255

GEORGIA 811
Utilities Protection Center, Inc.
Know what's below. Call before you dig.

REVISIONS

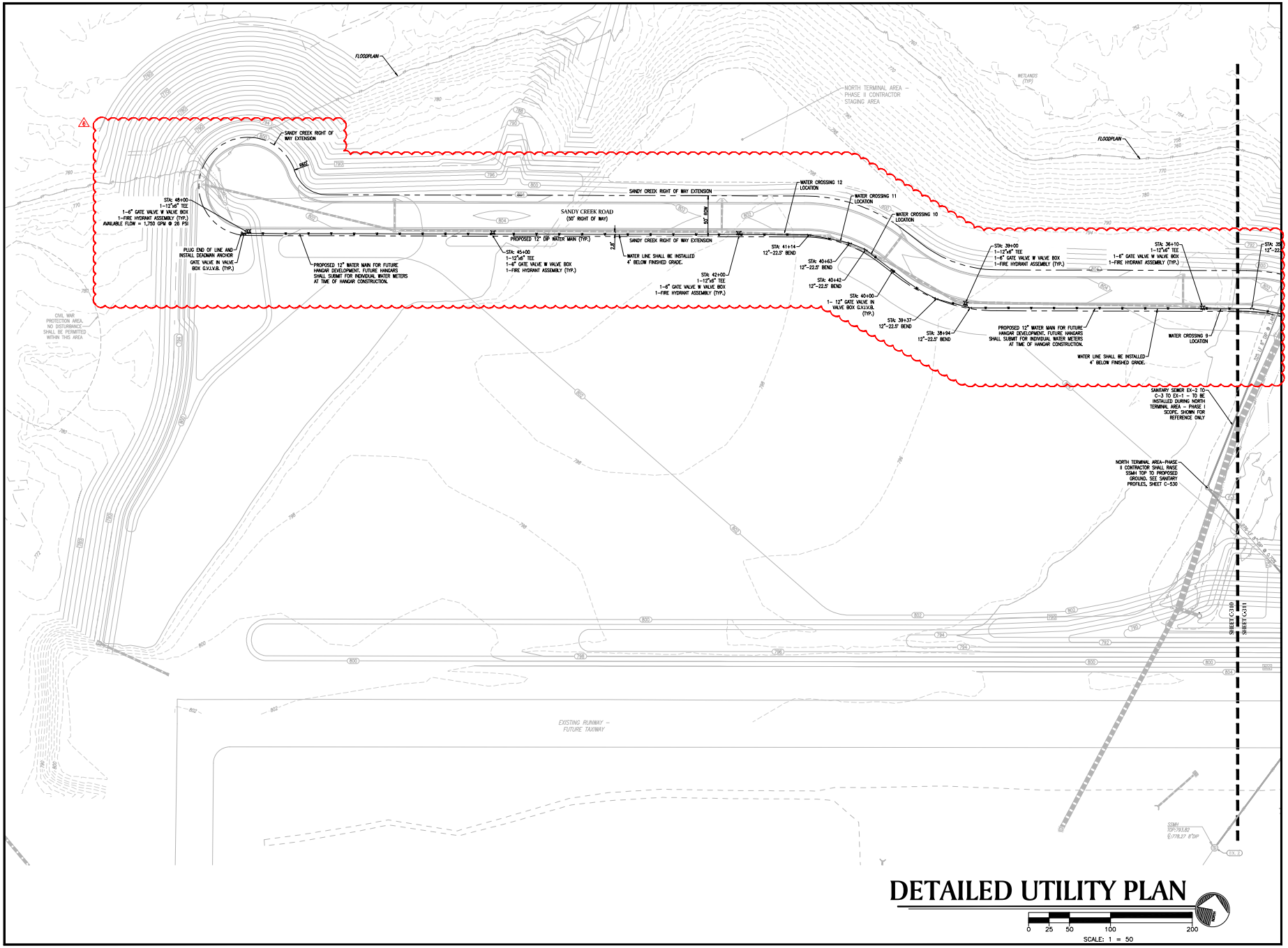
1	11.06.17	CLIENT COMMENTS
2	02.16.18	CITY COMMENTS
6	04.13.18	CITY COMMENTS

2016111u.dwg 12.21.16

OVERALL UTILITY PLAN

SHEET C-300

618



DETAILED UTILITY PLAN

PAULSON MITCHELL INCORPORATED
LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7605
FAX 770.650.7624
www.paulsonmitchell.com

PROJECT:

NORTH TERMINAL AREA - PHASE II

SANDY CREEK ROAD AND FULTON INDUSTRIAL BOULEVARD
LAND LOTS 17 & 21
14TH DISTRICT
CITY OF ATLANTA
FULTON COUNTY, GA

FOR:

MAJESTIC REALTY COMPANY
One Securities Centre
3490 Piedmont Road NE, Suite 210
Atlanta, GA 30305
(404) 467-5255

GEORGIA REGISTERED No. 20037 PROFESSIONAL ENGINEER DANIEL S. MITCHELL 4-13-18

REVISIONS

4	11.06.17	CLIENT COMMENTS
5	02.16.18	CITY COMMENTS
6	04.13.18	CITY COMMENTS

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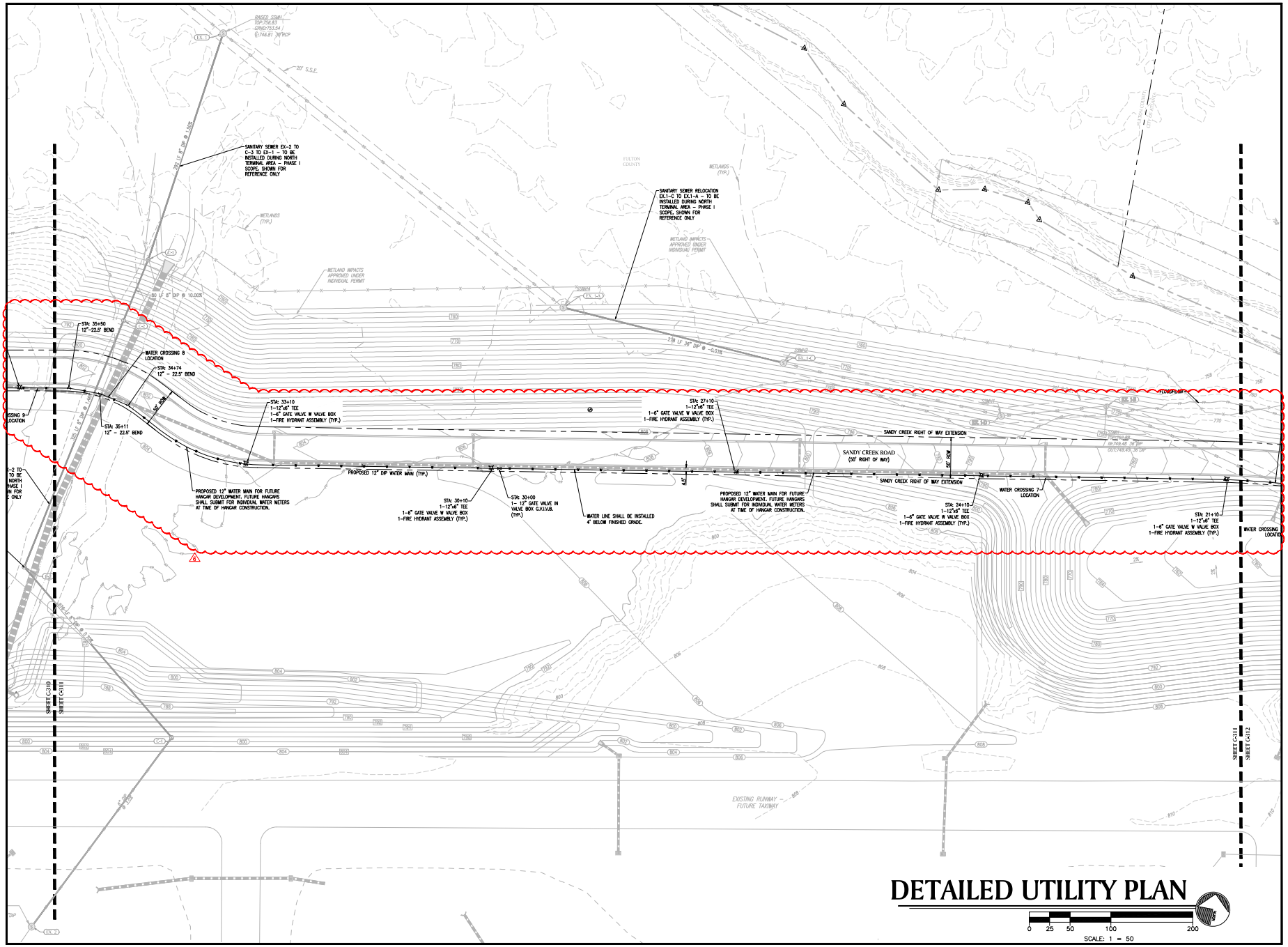
2016111u.dwg 12.21.16

DETAILED UTILITY PLAN

SHEET C-310

619



DETAILED UTILITY PLAN

LAND PLANNERS
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TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 220
ROSWELL, GEORGIA 30075
VOICE 770.623.7255
FAX 770.623.7264
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PAULSON MITCHELL INCORPORATED

PROJECT:

NORTH TERMINAL AREA - PHASE II

SANDY CREEK ROAD AND
FULTON INDUSTRIAL BOULEVARD
LAND LOTS 17 & 21
14TH DISTRICT
CITY OF ATLANTA
FULTON COUNTY, GA

FOR:

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Atlanta, GA 30305
(404) 467-5255

GEORGIA PROFESSIONAL ENGINEER DANIEL S. MITCHELL 4-13-18

REVISIONS

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GEORGIA 811 Utilities Protection Center, Inc.
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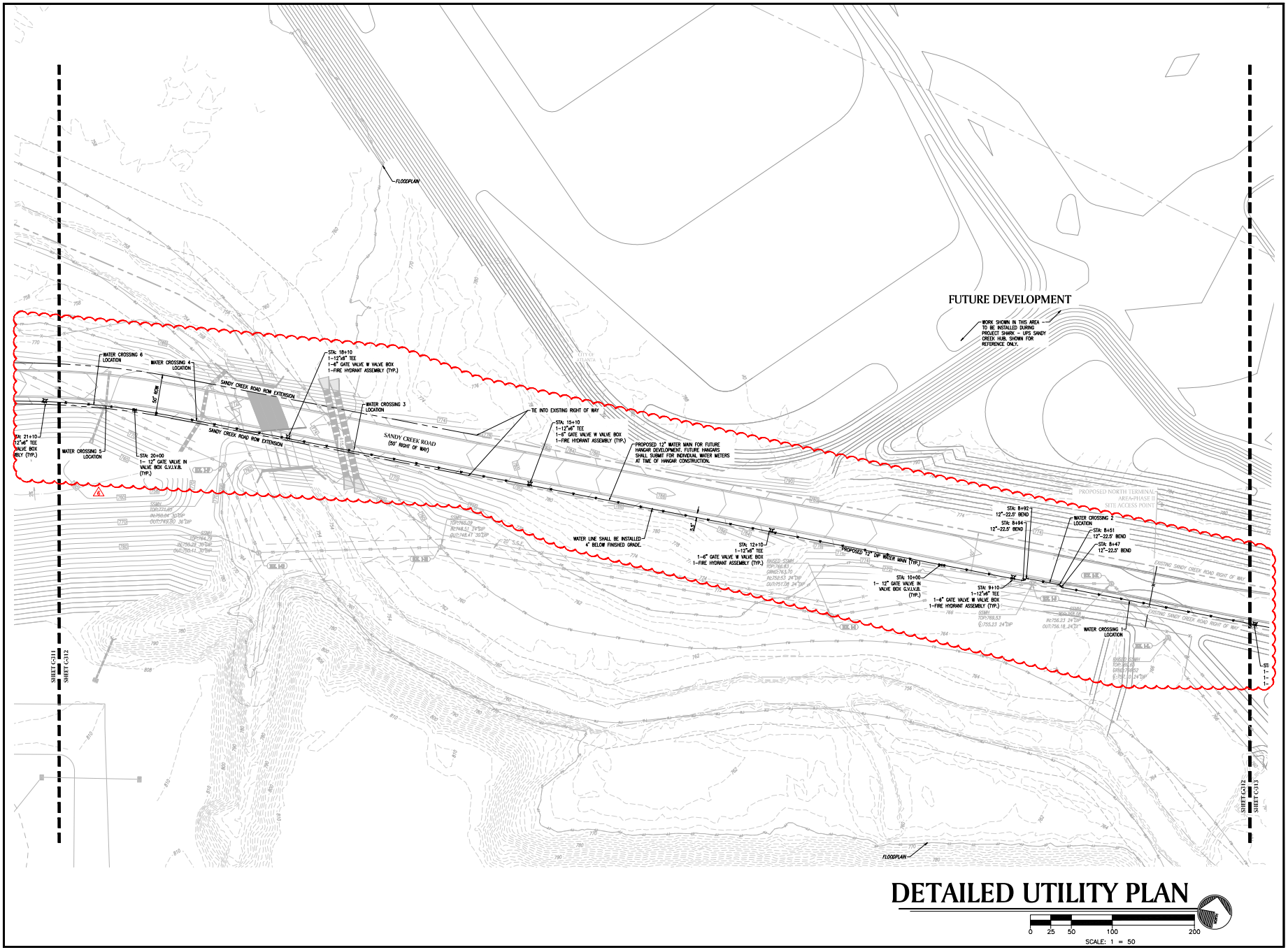
2016111u.dwg 12.21.16

DETAILED UTILITY PLAN

SHEET C-311

620



DETAILED UTILITY PLAN

0 25 50 100 200

SCALE: 1 = 50

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TRANSPORTATION
LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075

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FAX 770.623.7644
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PAULSON MITCHELL INCORPORATED

PROJECT:

NORTH TERMINAL AREA - PHASE II

SANDY CREEK ROAD AND
FULTON INDUSTRIAL BOULEVARD
LAND LOTS 17 & 21
14TH DISTRICT
CITY OF ATLANTA
FULTON COUNTY, GA

FOR:

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(404) 467-5255

GEORGIA REGISTERED PROFESSIONAL ENGINEER DANIEL S. MITCHELL 4-13-18

REVISIONS

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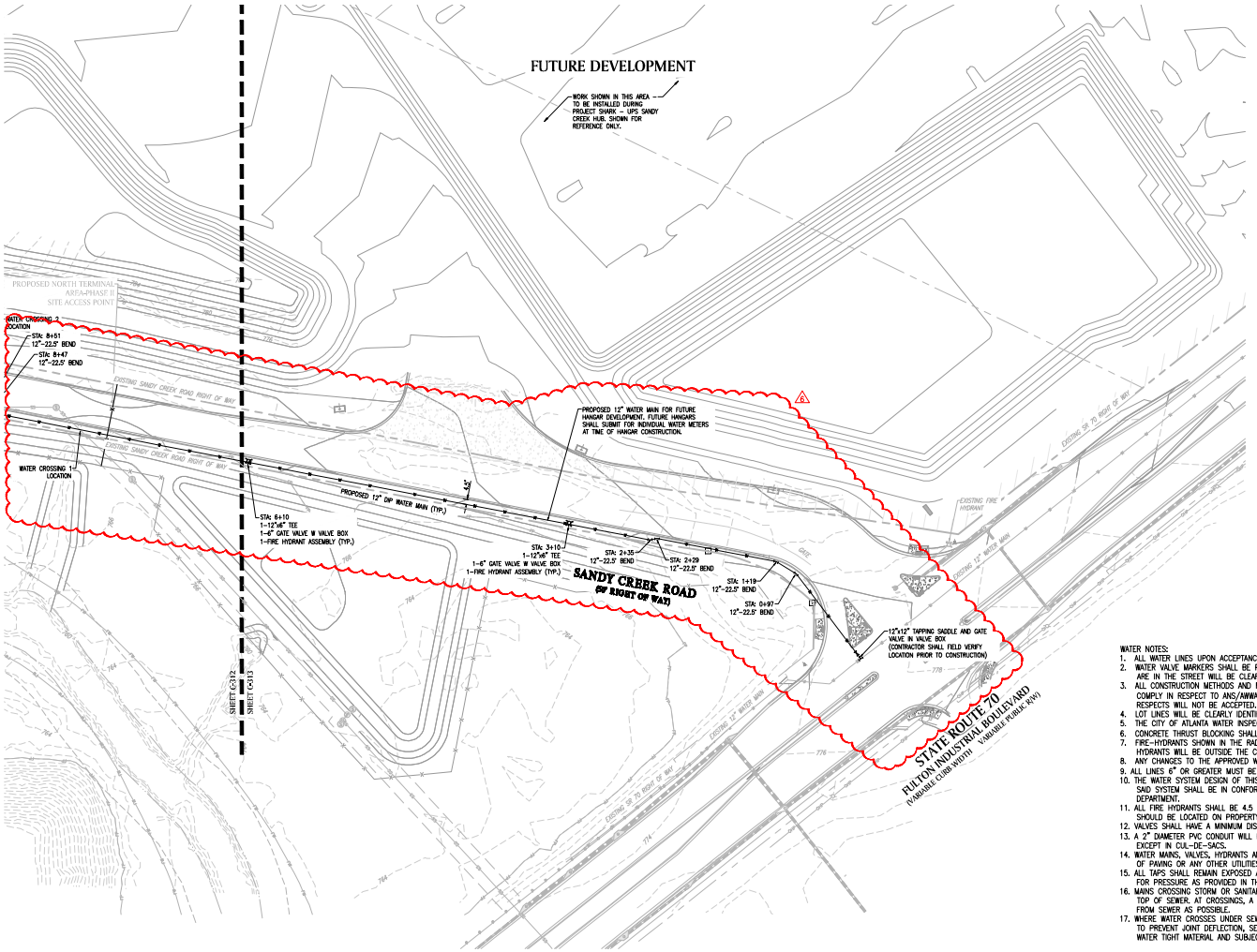
2016111u.dwg 12.21.16

DETAILED UTILITY PLAN

SHEET C-312



CITY OF ATLANTA

KASIM REED
MAYOR

651 FOURTEENTH STREET
ATLANTA, GEORGIA 30318
OFFICE 404-852-1457
FAX 404-852-1400

DEPARTMENT OF
WATERS-IED MANAGEMENT
JOANN MACRINA
COMMISSIONER

Date: 8/15/2016

The following report is on FIRE HYDRANT and PRESSURE TESTresults.
Done by an Authorized Representative of The City of Atlanta.

Test location: Sandy Creek Rd. & Fulton Ind.
Plat card #317, 250
Test Hydrant # 10344
Flow Hydrant #10343

Static: 106

Residual: 100

Pitot: 71

Flow: 1410 gpm

Comments: Flowed 2.5 inch nozzle 12 inch main. 11:40 am. Date8-12-16

Requested by:
Paulson Mitchell Inc.
John Wise
Phone 770-650-7685

City of Atlanta-Watershed Management
Representative:
Emanuel Toles 678-878-5192
etoles@atlantaga.gov

WATER NOTES:
1. ALL WATER LINES UPON ACCEPTANCE SHALL BECOME THE PROPERTY OF THE CITY OF ATLANTA, GEORGIA.
2. WATER VALVE MARKERS SHALL BE PLACED AT ALL LOCATIONS WHERE WATER VALVES ARE NOT IN THE STREETS. WATER VALVES THAT ARE IN THE STREET WILL BE CLEARLY MARKED ON THE CURB.
3. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CITY OF ATLANTA WATER SYSTEM MUST BE MADE OF DUCTILE IRON, AND COMPLY IN RESPECT TO ANS/AWWA AZI–111–85 STANDARD SPECIFICATIONS. GLANDS THAT DO NOT MEET THE SPECIFICATIONS IN ALL RESPECTS WILL NOT BE ACCEPTED.
4. LOT LINES WILL BE CLEARLY IDENTIFIED AND MARKED ON TOP OF CURBS BEFORE THE WATER MAIN IS INSTALLED.
5. THE CITY OF ATLANTA WATER INSPECTOR MUST BE NOTIFIED 48 HOURS PRIOR TO START OF EACH PHASE OF CONSTRUCTION.
6. CONCRETE THRUST BLOCKING SHALL BE INSTALLED AT ALL BENDS, TEES, HYDRANTS, PLUGS, ETC. (SEE CITY OF ATLANTA DETAILS)
7. FIRE–HYDRANTS SHOWN IN THE RADIUS OF A CURVE SHALL BE FIELD ADJUSTED SO THAT THE ACTUAL INSTALLATION OF FIRE HYDRANTS WILL BE OUTSIDE THE CURVE RADIUS.
8. ANY CHANGES TO THE APPROVED WATER DRAWINGS MUST BE APPROVED BY THE CITY OF ATLANTA WATER DEPARTMENT ENGINEER.
9. ALL LINES 6" OR GREATER MUST BE PRESSURE TESTED AT 250 PSI FOR A MINIMUM OF TWO (2) HOURS.
10. THE WATER SYSTEM DESIGN OF THIS PLAN SHOWS THE APPROXIMATE LOCATION OF VARIOUS APPURTENANCES. ALL CONSTRUCTION OF SAID SYSTEM SHALL BE IN CONFORMITY WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE CITY OF ATLANTA WATER DEPARTMENT.
11. ALL FIRE HYDRANTS SHALL BE 4.5 FEET BURY HYDRANTS WITH A MAXIMUM DISTANCE OF 500 BETWEEN EACH. FIRE–HYDRANTS SHOULD BE LOCATED ON PROPERTY LINES AND THE BACK OF ALL CUL–DE–SACS.
12. VALVES SHALL HAVE A MINIMUM DISTANCE OF 1,000 FEET BETWEEN THEM AND PLACED NEAR A FIRE HYDRANT.
13. A 2" DIAMETER PVC CONDUIT WILL BE USED TO ACCESS ALL LOTS ON THE OPPOSITE SIDE OF THE STREET FROM THE WATER MAIN, EXCEPT IN CUL–DE–SACS.
14. WATER MAINS, VALVES, HYDRANTS AND APPURTENANCES SHALL BE INSTALLED BEFORE THE INSTALLATION OF THE SUB–BASE COURSE OF PAVING OR ANY OTHER UTILITIES EXCEPT SANITARY SEWER LINES.
15. ALL TAPS SHALL REMAIN EXPOSED AT THE MAIN UNTIL THE SYSTEM HAS BEEN SUCCESSFULLY INSPECTED, DISINFECTED AND TESTED FOR PRESSURE AS PROVIDED IN THE SUBDIVISION RULES AND REGULATIONS.
16. MAINS CROSSING STORM OR SANITARY SEWER SHALL BE LAID TO PROVIDE A MINIMUM 18–INCH BETWEEN BOTTOM OF WATER MAIN & TOP OF SEWER. AT CROSSINGS, A FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT BOTH JOINTS WILL BE AS FAR AWAY FROM SEWER AS POSSIBLE.
17. WHERE WATER CROSSES UNDER SEWER, PROVIDE VERTICAL SEPARATION OF 18–INCHES, PROVIDE ADEQUATE SUPPORT FOR SEWERS TO PREVENT JOINT DEFLECTION, SETTLING ON AND BREAKING WATER MAINS; BOTH WATER AND SEWER MAINS CONSTRUCTED OF D.I.P. WATER TIGHT MATERIAL AND SUBJECTED TO HYDROSTATIC TESTING.

BILL OF MATERIALS

Item	Quanity	Unit	Article
1	1	EA	12"x12" Tapping Sleeve & Valve
2	4,810	LF	12" D.I.P.
3	12	EA	12" D.I.P. 22.5° Bend
4	4	EA	12" D.I.P. 45° Bend
5	16	EA	Fire Hydrant Assembly
6	16	EA	6" Gate Valve
7	6	EA	12" Gate Valve
8	1	EA	Deadman Anchor
9	20.8	CU YD	Concrete Thust Blocking

NOTE: SEE PROJECT SHARK - UPS SANDY CREEK HUB (GDOT PLANS) FOR ALL WORK WITHIN ROW.

NO WORK SHALL BE PERFORMED WITHIN GDOT RIGHT OF WAY WITHOUT GDOT PERMIT

NOTE: GAS LINE IS SHOWN FOR REFERENCE ONLY TO INDICATE PREFERRED LOCATION AVOID CONFLICTS WITH CONSTRUCTION SCHEDULE AND OTHER UTILITIES. ACTUAL LINE SIZES, VALVE LOCATIONS, FITTINGS, PRESSURE SETTINGS, AND ALL OTHER REQUIRED GAS INFORMATION SHALL BE PROVIDED BY OTHERS.

DETAILED UTILITY PLAN

0 25 50 100 200
SCALE: 1 = 50

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PAULSON MITCHELL INCORPORATED

PROJECT:

NORTH TERMINAL AREA - PHASE II

SANDY CREEK ROAD AND
FULTON INDUSTRIAL BOULEVARD
LAND LOTS 17 & 21
14TH DISTRICT
CITY OF ATLANTA
FULTON COUNTY, GA

FOR:

MAJESTIC REALTY COMPANY
One Securities Centre
3490 Piedmont Road NE, Suite 210
Atlanta, GA 30305
(404) 467-5255

GEORGIA REGISTERED PROFESSIONAL ENGINEER
4-13-18
DANIEL S. MITCHELL

REVISIONS

1	11.06.17	CLIENT COMMENTS
2	02.16.18	CITY COMMENTS
3	04.13.18	CITY COMMENTS

GEORGIA 811 Utilities Protection Center, Inc.
Know what's below. Call before you dig.

2016111u.dwg 12.21.16

DETAILED UTILITY PLAN

SHEET C-313

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0669 **Meeting Date:** 9/1/2021

Department
Office of the County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to amend an existing contract - Office of the County Manager, 20RFP111320-EC, Technical Consulting Services in an amount not to exceed $75,000.00 with CHEckrein Consulting, LLC (Atlanta, GA) to provide professional services to assist County management with the design and implementation of the Court Backlog Project ("Project ORCA"). Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & 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 *(If yes, note strategic priority area below)*
Justice and Safety

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: On January 1, 2021 the Board of Commissioners approved agenda item BOC #21-0069 to provide Technical Consulting Services. This request is amend the existing contract to provide professional services to assist County management with the design and implementation of the Court Backlog Project ("Project ORCA") to reduce the accumulation of cases caused by COVID-19. The Consultant will perform the following high-level tasks to support program success:

- Managing and distributing budget allocations to all applicable divisions;
- Facilitating the recruitment, hiring and on-boarding of personnel;
- Implementing safe and efficient processes for court services and case resolution; and
- Providing reports and status to County management and the public on the status of Project ORCA

Community Impact: COVID -19 had a significant impact on the Fulton County Court system. The backlog reduction project will have a significant impact on thousands of Fulton County citizens.

Agenda Item No.: 21-0669 **Meeting Date:** 9/1/2021

Department Recommendation: Recommend approval

Project Implications: This project coordinates and manages the successful implementation of court backlog reduction. CHeckrein Consulting serves as the project manager and court interface for the backlog project. It cannot happen without their involvement.

Community Issues/Concerns: There are no Community issues or concerns that we are aware of.

Department Issues/Concerns: There are no department issues and concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0069	1/20/2021	$499,500.00
Amendment No. 1			$75,000.00
Total Revised Amount			$569,500.00

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

Contract Value: **$75,000.00**
Prime Vendor: **CHEckrein Consulting, LLC**
Prime Status: **African American Female Business Enterprise - Non Certified**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **$75,000.00 or 100.00%**

Total Contract Value: **$75,000.00 or 100.00%**
Total M/FBE Value: **$75,000.00 or 100.00%**

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

Exhibit 1: Amendment No. 1 to Form of Agreement
Exhibit 2: Contractor Performance Report

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

Alton Adams, Deputy COO, Office of the County Manager

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: $499,500.00
Previous Adjustments: $0.00
This Request: $75,000.00
TOTAL: $569,500.00

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:

448-118-BLAD-1160: American Rescue Plan, County Manager, Professional Services

Key Contract Terms	
Start Date: Effective upon BOC approval	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0579 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution establishing a set payment of $250.00 per day for members of Fulton County Boards, Committees, Authorities, and Commissions where Commissioners make appointments, establishing exceptions for those entities where payments are established by State statute, law or regulation; and for other purposes. **(Arrington) (HELD ON 8/4/21 AND 8/18/21)**

A RESOLUTION ESTABLISHING A SET PAYMENT OF $250 PER DAY FOR MEMBERS OF FULTON COUNTY BOARDS, COMMITTEES, AUTHORITIES, AND COMMISSIONS, WHERE COMMISSIONERS MAKE APPOINTMENTS; ESTALBISHING EXCEPTIONS FOR THOSE ENTITIES WHERE PAYMENTS ARE ESTABLISHED BY STATE STATUTE, LAW, OR REGULATION; AND FOR OTHER PURPOSES

WHEREAS, the Fulton County Board of Commissioners has authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or regulations relating to its affairs for which no provision has been made by general law and which is not inconsistent with this Constitution or any local law applicable thereto; and

WHEREAS, the members of the boards, committees, authorities, and commissions who serve Fulton County fulfill important roles in carrying out vital functions for the citizens of Fulton County, and perform these services as a civic duty in order to benefit their fellow citizens; and

WHEREAS, attending the meetings of these bodies requires members to expend personal financial resources in serving the public, which would create a hardship for some who cannot participate in these organizations because they do not have the financial resources to do so; and

WHEREAS, the Fulton County Board of Commissioners has determined that it is desirable to pay a per diem of $250 to members of these bodies for each day they perform such civic duties in order to defray some of the costs that may otherwise prevent them from serving due to budget constraints or other obstacles; and

WHEREAS, this per diem is not intended to reimburse members of these bodies for all financial costs incurred in carrying out these civic functions; and

WHEREAS, the Board of Commissioners has determined that the public welfare will best be served by placing all appointees on equal footing by paying this set per diem of $250 for members of all such bodies, except as otherwise provided by law; and

WHEREAS, the Board of Commissioners has found no record of any action by the governing authority setting any per diem that applies to all such bodies of Fulton County heretofore.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby supports the payment of $250 per diem for all meetings attended by a member per day, via payment from the County's Finance Department or from those entities that have their own funding source, with no duplication of any such payment.

BE IT FURTHER RESOLVED, that the Finance Department shall create a funding line to support the payment of such per diem payments where the organization does not otherwise have its own funding source.

BE IT FURTHER RESOLVED, that nothing in this Resolution is intended to replace or deny the per diem payments made to those organizations that are established by state statute, law, or regulation.

BE IT FURTHER RESOLVED, the members serving on Fulton County taskforces are not included in those members that qualify for the per diem allotment herein.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and shall continue until further notice, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

_____
Marvin Arrington
Commissioner, District 5

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Arrington\8.04.21 Resolution PER DIEM Arrington.docx

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0580 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution requiring that beginning with Fiscal year 2022, the Operating Budget of revenues and expenditures for Fulton County be submitted to the Board of Commissioners prior to approval of the proposed millage rate, and requiring the proposed millage rate be based upon the budget requests of the County Departments; and for other purposes. **(Arrington) (HELD ON 8/4/21 AND 8/18/21)**

A RESOLUTION REQUIRING THAT BEGINNING WITH FISCAL YEAR 2022, THE OPERATING BUDGET OF REVENUES AND EXPENDITURES FOR FULTON COUNTY BE SUBMITTED TO THE BOARD OF COMMISSIONERS PRIOR TO APPROVAL OF THE PROPOSED MILLAGE RATE, AND REQUIRING THE PROPOSED MILLAGE RATE BE BASED UPON THE BUDGET REQUESTS OF THE COUNTY DEPARTMENTS; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County is required to set the millage rate for ad valorem taxation every year, pursuant to O.C.G.A. § 48-5-32.1; and

WHEREAS, O.C.G.A. § 36-81-3 provides that counties have the authority to adopt an ordinance to establish their own fiscal year and budget preparation process; and

WHEREAS, pursuant to Fulton County Code Section 2-261, the County Manager submits annually to the Board of Commissioners, a proposed budget governing expenditures of all county funds, including capital outlay and public works projects, for the following year. The County Manager's submission of the proposed budget includes the budget requests of all of the County's departments, agencies, elected officials and authorities who receive funding from the County through the budget process; and

WHEREAS, the Board of Commissioners also has determined that it is in the best interest of the County for the proposed millage rate to be based upon an operating budget that provides sufficient resources to accommodate the requests and needs of Fulton County and its various departments.

NOW, THEREFORE, BE IT RESOLVED, that beginning with fiscal year 2022, the County Manager will submit a proposed budget for any given year to the Board of Commissioners which provides all Fulton County departments with all of their requested budget items.

BE IT FURTHER RESOLVED, that the millage rate will be based upon an adopted budget, that includes provision of all of the budget requests for all of the County's

departments, agencies, elected officials and authorities who receive funding from the County through the budget process.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and shall continue until further notice, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

_____
Marvin Arrington
Commissioner, District 5

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Arrington\8.04.21 Millage Rate Resolution (Arrington).docx

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0582 **Meeting Date:** 9/1/2021

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

Request approval of a Resolution to amend the Fulton County Code of Ordinances to make certain provisions therein regarding decorum mandatory and to provide penalties for any violation; and for other purposes. **(Hausmann/Hall/Ellis/Morris) (MOTION TO APPROVE FAILED ON 8/4/21) (HELD ON 8/18/21)**

AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF ORDINANCES TO MAKE CERTAIN PROVISIONS THEREIN MANDATORY AND TO PROVIDE PENALTIES FOR ANY VIOLATION; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "Board").

WHEREAS, Board meetings are the place where matters involving governance are discussed and decided and the place where commissioners execute their duties and responsibilities and the place where the execution of these duties is on public display; and

WHEREAS, professionalism and civility, at all times, by commissioners in the execution of their duties and responsibilities fosters respect between commissioners and thoughtful debate of issues and results in the efforts of commissioners to be directed to issues and not cause personal ill will; and

WHEREAS, professionalism and civility between commissioners fosters participation and debate, promotes better policy and decision-making, is in keeping with our democratic model of self-governance, and presents an opportunity to set a positive example of conduct; and

WHEREAS, each commissioner represents not himself, herself or theirself but the constituents of his/her/their district and Fulton County, so the conduct of each commissioner is a reflection of his, her or their constituents; and

WHEREAS, the Board has authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), 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; and

WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq*., the Board enacted certain provisions of its Rules of Order and Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations being codified in Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances ("Code") as Section 101-61 *et seq.*; and

WHEREAS, Section 101-68 (Decorum) of the Code sets forth advisory guidelines for what is appropriate conduct by each member of the Board during official meetings and contains no text providing for any penalty for a violation of those guidelines; and

WHEREAS, the Board has a duty to proceed with the business of the County in an efficient and orderly manner and while doing so strives to improve how commissioners work as a team while promoting mutual respect and civility; and

WHEREAS, the Board does not intend to deprive any person of his, her or their right to freedom of expression but only to foster and encourage positive communication and discourage volatile, hostile or aggressive actions or conduct; and

WHEREAS, the Board of Commissioners desires to amend the text of Section 101-68 (Decorum) of the Code so as to make the guidelines for appropriate conduct stated therein mandatory and to authorize the imposition of a penalty for a violation of those guidelines.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby amends Section 101-68 of the Fulton Code of Ordinances, by deleting the current language of that provision in its entirety, and substituting in lieu thereof the following text so that, when amended, Section 101-68 shall read in full as follows:

"Sec. 101-68. - Decorum.

1. General Expectations.

(a) All commissioners will work together for the common good of the residents of Fulton County and in doing so shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that inappropriate behavior damages the perception of the County.

(b) Commissioners seeking information from staff shall do so within the confines of proper decorum.

(c) A commissioner shall not speak until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner shall directly address the motion or item being discussed.

(d) The chair shall enforce the rules of decorum and if a commissioner believes that a particular rule is being broken he, she or they shall raise a point of order when recognized by the chair. A second on a point of order issue is not required, and the chair may either rule on the question or allow the Board to decide the issue by majority vote.

Any complaint that a rule of decorum has been breached must be raised within one (1) meeting in which the alleged violation occurred.

(e) Any commissioner shall have the right to express dissent from or protest against any resolution or action of the Board and have the reason entered into the minutes.

2. Enforcement.

(a) For each violation by a commissioner of this section, the violator shall be subject to the following penalties: (i) an administrative sanction in an amount not to exceed $1,000.00, which sanction shall be deposited into the general fund of Fulton County within 20 days after the date of the finding that the violation occurred; and/or (ii) a public reprimand.

(b) No penalty may be imposed under this subsection until the following requirements are met: (1) the commissioner alleged to have committed the violation has been provided notice of the alleged violation; (2) the commissioner alleged to have committed the violation is provided an opportunity to be heard by the other commissioners in defense of the charge; and (3) a majority of the other commissioners finds the violation occurred and determines the penalty for the violation.

(c) The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to

the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

(d) For purposes of this section, any of the following actions by a commissioner supports a finding that the commissioner violated subsection (a):

(1) verbal or non-verbal abusive, abrasive, hostile and/or disrespectful conduct;

(2) conduct that constitutes unlawful harassment or discrimination;

(3) conduct that is vulgar, profane or obscene;

(4) conduct that would tend to incite violence;

(5) conduct that falsely disparages the character or reputation of another commissioner or a County employee; or

(4) any other conduct intentionally done for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2021.

Sponsored By:

_____
Liz Hausmann, Commissioner
District 1

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

AN ORDINANCE TO AMEND CHAPTER 101 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE 2 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF ORDINANCES TO MAKE CERTAIN PROVISIONS THEREIN MANDATORY AND TO PROVIDE PENALTIES FOR ANY VIOLATION; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Fulton County, Georgia (the "County") is the Fulton County Board of Commissioners (the "Board").

WHEREAS, Board meetings are the place where matters involving governance are discussed and decided and the place where commissioners execute their duties and responsibilities and the place where the execution of these duties is on public display; and

WHEREAS, professionalism and civility, at all times, by commissioners in the execution of their duties and responsibilities fosters respect between commissioners and thoughtful debate of issues and results in the efforts of commissioners to be directed to issues and not cause personal ill will; and

WHEREAS, professionalism and civility between commissioners fosters participation and debate, promotes better policy and decision-making, is in keeping with our democratic model of self-governance, and presents an opportunity to set a positive example of conduct; and

WHEREAS, each commissioner represents not himself, herself or theirself but the constituents of his/her/their district and Fulton County, so the conduct of each commissioner is a reflection of his, her or their constituents; and

WHEREAS, the Board has authority, pursuant to the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), 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; and

WHEREAS, in conformity with the provisions of the Open Meetings Act, O.C.G.A. § 50-14-1 *et seq*., the Board enacted certain provisions of its Rules of Order and Procedure (the "Rules") at its Regular Meeting on January 5, 1994, with said regulations being codified in Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton County Code of Ordinances ("Code") as Section 101-61 *et seq.*; and

WHEREAS, Section 101-68 (Decorum) of the Code sets forth advisory guidelines for what is appropriate conduct by each member of the Board during official meetings and contains no text providing for any penalty for a violation of those guidelines; and

WHEREAS, the Board has a duty to proceed with the business of the County in an efficient and orderly manner and while doing so strives to improve how commissioners work as a team while promoting mutual respect and civility; and

WHEREAS, the Board does not intend to deprive any person of his, her or their right to freedom of expression but only to foster and encourage positive communication and discourage volatile, hostile or aggressive actions or conduct; and

WHEREAS, the Board of Commissioners desires to amend the text of Section 101-68 (Decorum) of the Code so as to make the guidelines for appropriate conduct stated therein mandatory and to authorize the imposition of a penalty for a violation of those guidelines.

NOW, THEREFORE, BE IT ORDAINED, that the Fulton County Board of Commissioners hereby amends Section 101-68 of the Fulton Code of Ordinances, by deleting the current language of that provision in its entirety, and substituting in lieu thereof the following text so that, when amended, Section 101-68 shall read in full as follows:

"Sec. 101-68. - Decorum.

1. General Expectations.

(a) All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that inappropriate behavior damages the perception of the County.

(b) Commissioners seeking information from staff shall do so within the confines of proper decorum.

(c) A commissioner shall not speak until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner shall directly address the motion or item being discussed.

(d) The chair shall enforce the rules of decorum and if a commissioner believes that a particular rule is being broken he, she or they shall raise a point of order when recognized by the chair. A second on a point of order issue is not required, and the chair may either rule on the question or allow the Board to decide the issue by majority vote. Any complaint that a rule of decorum has been breached must be

raised within one (1) meeting in which the alleged violation occurred.

(e) Any commissioner shall have the right to express dissent from or protest against any resolution or action of the Board and have the reason entered into the minutes.

2. Enforcement.

(a) For each violation of this section, the violator shall be subject to the following penalties: (i) an administrative sanction in an amount not to exceed $1,000.00, which sanction shall be deposited into the general fund of Fulton County within 20 days after the date of the finding that the violation occurred; and/or (ii) a public reprimand.

(b) No penalty may be imposed under this subsection until the following requirements are met: (1) the person alleged to have committed the violation has been provided notice of the alleged violation; (2) the person alleged to have committed the violation is provided an opportunity to be heard by the commissioners in defense of the charge; and (3) a majority of the commissioners finds the violation occurred and determines the penalty for the violation.

(c) The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

(d) For purposes of this section, any of the following actions by a commissioner or a staff member supports a finding that said person violated subsection (a):

(1) verbal or non-verbal abusive, abrasive, hostile and/or disrespectful conduct;

(2) conduct that constitutes unlawful harassment or discrimination;

(3) conduct that is vulgar, profane or obscene;

(4) conduct that would tend to incite violence;

(5) conduct that falsely disparages the character or reputation of another commissioner or a County employee; or

(4) any other conduct intentionally done for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

BE IT FINALLY ORDAINED, that this Ordinance shall become effective when passed and adopted, and that all ordinances and resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2021.

Sponsored By:

_____
Liz Hausmann, Commissioner
District 1

CO-SPONSORED BY:

_____
Bob Ellis, Commissioner
District 2

CO-SPONSORED BY:

_____
Lee Morris, Commissioner
District 3

CO-SPONSORED BY:

_____
Natalie Hall, Vice-Chairman
District 4

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0618 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution for the development and execution of a feasibility study for the location and construction of a new Fulton County Jail. **(Abdur-Rahman/Arrington) (HELD ON 8/18/21)**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY TO DEVELOP AND EXECUTE A FEASIBILITY STUDY FOR THE LOCATION AND CONSTRUCTION OF A NEW FULTON COUNTY JAIL; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners is charged, among other responsibilities under the law, with maintaining the public health and safety of its approximately one-million residents and citizens, visitors and others in Fulton County; and

WHEREAS, a key function of safety is an effective and efficient criminal justice system, including courts and judges, prosecutors, defenders, diversion programs and services, and detention facilities that meet humane and legal standards; and

WHEREAS, the Fulton County Sheriff Patrick Labat and sheriffs before him have publicly pleaded the case and the need for a new main detention (jail) facility to replace the outdated and overcrowded Rice Street Jail; and

WHEREAS, the respective staffs of the County Manager and the Sheriff have begun preliminary discussions on protocols, processes and potential costs of a study of the feasibility for a new Fulton County Jail; and

WHEREAS, the Board of Commissioners recognizes the need for a new facility that will help relieve cost overruns; eliminate unnecessary waste of taxpayer's dollars; and relieve the County of potential lawsuits related to jail overcrowding and other potential legal risks related to the current jail facility and housing of inmates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby approves the development and execution of a feasibility study for the location and construction of a new Fulton County Jail; and

BE IT ALSO RESOLVED, that Board of Commissioners hereby directs the County Manager and the appropriate County staff to work in concert with the Sheriff's Office to execute the best possible feasibility study that meets the aims and goals and full intent of this Resolution; and that the County Manager and the Sheriff shall report back with recommendations for action by the Commission within 30 days; and

BE IT FINALLY RESOLVED, that this Resolution replaces and supersedes any prior act by the Board of Commissioners relative to the topic of this Resolution; and that resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of August, 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Khadijah Abdur-Rahman, Commissioner
District 6

_____

Marvin S. Arrington, Jr., Commissioner
District 5

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, Commissioner
District

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, Commissioner
District

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, Commissioner
District

ATTEST:

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Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0670 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to identify positions to be used for appointment of Fulton County's representatives to the Region 3 Emergency Medical Services Advisory Council; and for other purposes. **(Pitts)**

A RESOLUTION TO IDENTIFY POSITIONS TO BE USED FOR APPOINTMENT OF FULTON COUNTY'S REPRESENTATIVES TO THE REGION 3 EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL; AND FOR OTHER PURPOSES

WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of the State of Georgia, existing as such under and by the Constitution, statutes, and laws of the State; and

WHEREAS, Fulton County is interested in the promoting the safety and health of Fulton County residents; and

WHEREAS, Fulton County promotes and participates in the Region 3 Emergency Medical Services Advisory Council to coordinate and promote cooperation of emergency medical services within Fulton County and surrounding areas; and

WHEREAS, the Region 3 Emergency Medical Services Advisory Council serves as the local coordinating entity for emergency response zones within Region 3; and

WHEREAS, the Region 3 Emergency Medical Services Advisory Council serves as a liaison between the Georgia Department of Public Health and the emergency medical services systems of Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Newton, and Rockdale counties; and

WHEREAS, the Region 3 Emergency Medical Services Advisory Council promotes public education, knowledge and training relating to emergency medical services at the local and regional level to persons involved with the delivery of emergency medical services; and

WHEREAS, Fulton County, as a participant in the Region 3 Emergency Medical Services Advisory Council is responsible for nominating and appointing six (6) members of the Council; and

WHEREAS, Fulton County believes that certain persons in responsible positions within Fulton County are the most knowledgeable and most qualified individuals to act as members of the Region 3 Emergency Medical Services Advisory Council.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby agrees that individuals holding the following positions are the most qualified to participate in the Region 3 Emergency Medical Services Advisory Council:

1. The Chief of a Fire Department from one of the municipalities in the northern portion of Fulton County as recommended by the majority of Fire Chiefs in the northern portion of Fulton County;
2. The Chief of a Fire Department from one of the municipalities in the southern portion of Fulton County as recommended by the majority of Fire Chiefs in the southern portion of Fulton County;
3. The Chief of the City of Atlanta Fire Department;
4. The Board of Health District Health Director or his/her or their designee;
5. The Director of the Atlanta Fulton County Emergency Management Agency;
6. The Director of Fulton County's 911/E911 Department.

BE IT FURTHER RESOLVED, as opportunities to appoint members to the Region 3 Emergency Medical Services Advisory Council arise, the Board of Commissioners shall nominate and appoint one person from each of the above categories to the Region 3 Emergency Medical Services Advisory Council;

BE IT FINALLY RESOLVED, that going forward, the Fulton County Board of Commissioners will endeavor to have one representative of each of the above categories continually serve on the Region 3 Emergency Medical Services Advisory Council.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, this ____ day of _____, 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Chairman Robert L. Pitts

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell
Interim County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0671 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners in observance of Patriot Day and National Day of Service in remembrance of souls lost in the 2001 9/11 terrorist attacks on America; and for other purposes. **(Abdur-Rahman)**

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS IN OBSERVANCE OF PATRIOT DAY AND NATIONAL DAY OF SERVICE IN REMEMBRANCE OF SOULS LOST IN THE 2001, 9/11 TERRORIST ATTACKS ON AMERICA; AND FOR OTHER PURPOSES.

WHEREAS on September 11, 2001, a group of small and hateful minds, terrorists hijacked four civilian aircraft, crashing two of them into the towers of the World Trade Center in New York City, a third into the Pentagon outside just outside Washington, D.C., and the fourth crashed in southwestern Pennsylvania after passengers tried to take control of the aircraft in order to prevent the hijackers from crashing the aircraft into an important symbol of democracy and freedom; and

WHEREAS these terrorist attacks were by far the deadliest ever launched against the United States, killing thousands of people; and conspired to threaten the very fiber of our country, seeking to break the American spirit and destroy our way of life; and

WHEREAS twenty years later, we pay tribute to the loss of those souls, reflect on treasured memories of those we lost, and resolve to never forget that day, even as we look toward a brighter and more hopeful future; and

WHEREAS we draw inspiration from the survivors who still bear the scars—both seen and unseen—of that tragic day, as we honor the valor of first responders, whose instinct was not to find safety for themselves, but to run toward untold danger; and

WHEREAS we show our gratitude to those young Fulton County residents and other Americans of the 9/11 Generation, who until that day lived knowing only peace, but who have answered our country's call to serve under the American flag to meet the threats of our present day with bravery and distinction; and

WHEREAS since 9/11, the people of Fulton County have joined Americans and others around the world demonstrating that in times of hardship and hurt, the values that define us do not simply endure—they grow stronger than ever through collective support, comradeship, prayers and service to each other.

NOW THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners, on behalf of the more than one million people who call live and work in Fulton County, remembers and pays tribute to the selfless heroes and innocent victims of September 11, 2001; and

BE IT ALSO RESOLVED that twenty years after the fact, Fulton County again reaffirms the true spirit of patriotism, service, and unity that Fulton citizens felt in the days and months that followed the 9/11 attacks; and

BE IT ALSO RESOLVED that this year, Fulton County hereby observes September 11, 2021, as Patriot Day and National Day of Service and Remembrance, as enacted by the U.S. Congress, and in accordance with that observance, all Fulton County buildings shall display the flag of the United States at half-staff in honor of the individuals who lost their lives on September 11, 2001; and

BE IT FURTHER RESOLVED that Fulton County encourages all its citizens to participate in the day of service by volunteering time, skills and working together to enrich communities across Fulton County, and to observe this day with appropriate ceremonies and activities, including remembrance services, and to observe a moment of silence beginning at 8:46 a.m. Eastern Time.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of September 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Khadijah Abdur-Rahman, Commissioner
District 6

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, Commissioner
District

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, Commissioner
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, Commissioner
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, Commissioner
District

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0672 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution by the Fulton County Board of Commissioners in support of the John Robert Lewis Voting Rights Advancement Act, and stopping voter suppression; and for other purposes. **(Abdur-Rahman)**

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF THE JOHN ROBERT LEWIS VOTING RIGHTS ADVANCEMENT ACT, AND STOPPING VOTER SUPPRESSION; AND FOR OTHER PURPOSES.

WHEREAS, on Tuesday, August 24, 2021, the U.S. House of Representatives approved the John Robert Lewis Voting Rights Advancement Act, sending the legislation to the U.S. Senate; and

WHEREAS, upon enactment, the Act will restore the federal preclearance provision originally instituted by the 1965 Voting Rights Act, which was eroded by a 2013 Supreme Court decision in the *Shelby v. Holder* case; and

WHEREAS, the preclearance provision required states and jurisdictions with histories of racial discrimination—largely the Jim Crow South—including Georgia, to gain approval from the Department of Justice before implementing any change to voting procedures; and

WHEREAS, states including Georgia have recently enacted numerous voting laws, such as Georgia Senate Bill 202 ("SB202"), that curtail and make it harder to cast ballots under the guise of "election integrity" and "fighting fraud;" and

WHEREAS, upon the final count of the 2020 Presidential Election in Georgia, including a manual hand recount, a machine recount, Secretary of State Brad Raffensperger and Governor Brian Kemp declared no massive voter fraud took place in Georgia, and despite the loss and false claim of fraud by the sitting U.S. president, Mr. Raffensperger stated that "By all accounts, Georgia had a wildly successful and smooth election.," and in Fulton County 528,777 of the 806,451 registered electors (65.57 percent) cast a ballot; and

WHEREAS, SB202, among other things, effectively makes it harder to vote, particularly providing for the: a) takeover of the Fulton County Board of Registration and Elections; b) the ending of mobile voting; c) reduction in request time for an absentee-voter ballot; d) reduction of drop boxes, from 38 to 8 in Fulton County; e) the arrest of persons offering food or water to persons waiting in line to vote; f) elimination of outside funding assistance to improve elections; and

WHEREAS, Fulton County citizens believe in safe and secure, free and fair elections and support laws which uphold the fundamental rights of citizenship, and abhor the erecting of new barriers to voting; and

WHEREAS, the pending bill known as H.R.4, is named in honor of Rep. John Robert Lewis and supports this great American ideal, and laws such as SB202 do the exact opposite; and

WHEREAS, Fulton County and the Board of Commissioners recognizes and honors the lifelong commitment of Rep. John Robert Lewis to voters' rights, from being brutally beaten at age 26, in Selma, Alabama, on "Bloody Sunday" in 1965, to his final days of life in July 2021, as a standout Fulton County resident.

NOW THEREFORE BE IT RESOLVED, that Fulton County and the Board of Commissioners reinforces its long-standing commitment to the U.S. Voting Rights Act of 1965 as amended and applauds the House passage of the John Robert Lewis Voting Rights Advancement Act and urges the U.S. Senate to follow suit and send the legislation to President Joe Biden's desk forthwith.

BE IT FURTHER RESOLVED, that upon adoption of this Resolution, that the Clerk to the Commission is directed to send copies of this Resolution to each member of the Georgia Congressional Delegation, members of the U.S. Senate, and to the President and Vice President of the United States, forthwith; and

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of September 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____

Khadijah Abdur-Rahman, Commissioner
District 6

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, Commissioner
District

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, Commissioner
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, Commissioner
District

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Kaye Woodard Burwell, Interim County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 21-0673 **Meeting Date:** 9/1/2021

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
BOARD OF REGISTRATION AND ELECTIONS

Term = 2 Years

Term below expires: 6/30/2023
Alex Wan **(Chair/BOC/Pitts) (Resigned)**

Commissioner Abdur-Rahman has nominated Alicia M. Ivey for a Full Board appointment to serve as Chairperson filling the unexpired term of Alex Wan to a term ending June 30, 2023.

Board of Commissioners of Fulton County
Office of District 6
Commissioner Khadijah Abdur-Rahman

August 27, 2021

Chairman Robert "Robb" Pitts
Vice Chairwoman Natalie Hall
Commissioner Liz Hausmann
Commissioner Bob Ellis
Commissioner Lee Morris
Commissioner Marvin S. Arrington Jr.

RE: NOMINATION OF ALICIA M. IVEY TO BOARD OF REGISTRATION AND ELECTIONS

Dear Colleagues:

It is with great pride and honor that I nominate native Fulton County resident and longtime business leader ALICIA M. IVEY for a full-Board appointment as chairperson of the Board of Registration and Elections to fill the unexpired term of (recently resigned) Chairperson Alex Wan. The term of the vacated chairperson's seat ends June 30, 2023.

Please find attached Ms. Ivey's resume which has impeccable and impressive qualifications.

I believe with our support, Ms. Ivey will help provide the leadership we need to calm the waters and right the ship of our elections operation, which as you know has come under great scrutiny.

I urge and solicit your support of this nomination.

Regards,

Khadijah Abdur-Rahman
Commissioner
District 6

Copy:
Clerk to the Commission Tonya Grier
Alicia M. Ivey

Fulton County Government Center
141 Pryor Street SW • Suite 10023 • Atlanta, Georgia 30303 • (404) 612-8222 • Fax (404) 612-0298
khadijah.abdur-rahman@fultoncountyga.gov