

**FULTON COUNTY BOARD OF COMMISSIONERS
SECOND REGULAR MEETING**

November 20, 2024
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

24-0770 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 Second Regular Meeting Agenda for separate consideration.

24-0771 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Save A Girl Save A World Appreciation Day." **(Hall)**
November 8, 2024

Proclamation recognizing "Johns Creek Government Day." **(Thorne)**
November 14, 2024

Proclamation recognizing "Black Wealth Summit Appreciation Day." **(Pitts)**
November 15, 2024

Proclamation recognizing "Corey Ivory Appreciation Day." **(Hall)**
November 15, 2024

Proclamation recognizing "Ferrari Simmons Appreciation Day." **(Hall)**
November 15, 2024

Proclamation recognizing "Dr. Derrian Perry Appreciation Day." **(Hall)**
November 15, 2024

Commissioners' District Board Appointments**24-0772 Board of Commissioners****FULTON COUNTY COMMUNITY ZONING BOARD**

The Fulton County Board of Commissioners shall appoint seven (7) members to a Community Zoning Board for unincorporated Fulton County. Each member of the Fulton County Board of Commissioners shall nominate, for full Board approval, a member to the Community Zoning Board. All members shall be residents of Fulton County. From the membership of the Community Zoning Board, the Board of Commissioners shall appoint a Chair and Vice-Chair, to serve no more than two (2) years. Members of the Community Zoning Board serve at the pleasure of the Board of Commissioners and may be removed upon motion of the nominating Commissioner and affirmative vote of a majority of the Board of Commissioners.

Term = The members shall serve a term consistent with that of the member of the Board of Commissioners making the nomination. Members shall serve no more than two (2) terms, either consecutive or non-consecutive.

Term below expired: 12/31/2014

Vacant (**District 1**)

Commissioner Thorne has nominated Jody Reichel for a District appointment to a term ending December 31, 2026.

Open & Responsible Government**24-0773 Finance**

Ratification of October 2024 Grants Activity Report.

24-0774 External Affairs

Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed \$80,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

24-0775 External Affairs

Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed \$20,000.00 with Think and Ink Grant Consulting, (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

24-0776 Information Technology

Request approval to renew an existing contract - Department of Information Technology, 21ITB0929B -EC, W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services, in an amount not to exceed \$40,000.00 with National Payment Corporation (Tampa, FL) to provide a system to process, print, fold, and mail W-2 forms, 1099-Misc forms, 1099-R forms and Affordable Care Act (ACA) forms for employees, poll workers, retirees and vendors of the County. This action exercises the third of three renewal options. No renewal options remain. Effective Dates: January 1, 2025, through December 31, 2025.

24-0777 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in an amount not to exceed \$110,000.00 with (A) E. Sam Jones (Atlanta, GA) in an amount not to exceed \$51,700.00; (B) Voss Electric Co. (Marietta, GA) in an amount not to exceed \$25,300.00; (C) Summit Lighting Solutions (Lawrenceville, GA) in an amount not to exceed \$12,100.00; (D) Regency Lighting (Los Angeles, CA) in an amount not to exceed \$16,500.00; and, (E) Electrical Contractor (Covington, GA) in an amount not to exceed \$4,400.00, to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0778 Real Estate and Asset Management

Request approval of a Resolution approving a Lease Agreement between Fulton County, Georgia (Tenant) and Goode Van Slyke Properties, LLC, (Landlord) to continue providing library services at 409 John Wesley Dobbs Avenue, Atlanta, Georgia (Martin Luther King Jr. Branch Library); to authorize the Chairman to approve the Lease Agreement and related documents; to authorize the County Attorney to approve the Lease Agreement and related documents as to form and to make any modifications thereto to execution. Effective upon approval for a term of January 1, 2024 through December 31, 2024, with nine (9) renewal options. The monthly rental payment will be \$12,040.00 per month, through 2028, if renewed and effective January 1st, 2029, the monthly rental payment shall increase to \$12,728.00 for the five (5) available renewal periods ending December 2033, if renewed.

24-0779 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 859 square feet to Fulton County, Georgia, from Society of Saint Pius X of ATL, Inc., for the purpose of constructing the St. Michael's Catholic Church Project at 715 Hardscrabble Road, Roswell, Georgia 30075.

Arts and Libraries**24-0780 Library**

Request approval of a Memorandum of Understanding (“MOU”) by and between Visual Artist Charly Palmer, Fulton County on behalf of the Auburn Avenue Research Library and the Atlanta-Fulton Public Library Foundation for the creation of an original artwork to commemorate AARL’s 30th Anniversary. This agreement shall remain in effect from the date of execution.

Health and Human Services**24-0781 Senior Services**

Request approval to increase the spending authority - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed \$321,577.55 with Transdev Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This agenda item is 100% grant funded. These grant funds will be used between January 1, 2024 and December 31, 2024. Effective upon BOC approval.

24-0782 Public Works

Request approval to extend an existing contract - Public Works Department, 21RFP131557K-DB, Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Generator System Project with the Georgia Power Company (Atlanta, GA) for an extension of time only to continue to provide installation and testing for power generation facilities at the Big Creek WRF at no additional cost. Effective upon BOC approval.

Justice and Safety**24-0783 Emergency Services**

Request approval of a Memorandum of Understanding between Fulton County and Douglas County for the provision of Back-Up 911 Service effective upon BOC approval through December 31, 2024, with five (5) renewal options ending December 31, 2029.

24-0784 Police

Request approval to award a contract without competition - Police Department, 24SSREQ1337264B-RT, Draco Gas Delivery System in the amount not to exceed \$27,375.00 with J & N Tactical Inc. (South Haven, MN) to provide a DRACO Gas Delivery System. Effective upon BOC approval for 12-month period. This is a one-time procurement.

SECOND REGULAR MEETING AGENDA

24-0785 Board of Commissioners
Adoption of the Second Regular Meeting Agenda.

24-0786 Clerk to the Commission
Ratification of Minutes.

Second Regular Meeting Minutes, October 16, 2024
First Regular Meeting Post Agenda Minutes, November 6, 2024

24-0787 Board of Commissioners
Presentation of Proclamations and Certificates.

PUBLIC HEARINGS

24-0788 Board of Commissioners
Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-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. For more information or to arrange a speaking date, contact the Clerk’s Office.

PRESENTATIONS TO THE BOARD

Housing Authority of Fulton County

24-0789 Board of Commissioners
Presentation: Housing Authority of Fulton County

COUNTY MANAGER'S RENEWAL ITEMS

Open & Responsible Government

24-0790 Information Technology

Request approval to renew an existing contract - Department of Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed \$1,950,000.00 with CDW Government (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, IMacs, MS Surface Pros and supporting peripherals. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2025, through December 31, 2025.

Health and Human Services

24-0743 Senior Services

Request approval to renew existing contracts - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$3,134,178.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective January 1, 2025, through December 31, 2025. **(HELD ON 11/6/24)**

Justice and Safety

24-0791 Police

Request approval to renew existing contracts - Police, 23RFP139745B-EC, Armed and Unarmed Security Services in the amount of \$8,390,000.00 with Universal Protection Services dba Allied Universal Services (Atlanta, GA) to provide armed and unarmed security services for various County departments. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

24-0792 County Manager

Presentation of the Fulton County Operational Report.

24-0793 Finance

Presentation of the FY2025 Proposed Operating Budget.

24-0794 Real Estate and Asset Management

Request approval of Task Order 2 - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction Projects in an amount not to exceed \$484,800.00 with Hawk Construction Company, LLC (Ellenwood, GA), to facilitate the repair of 101 jail cell doors and damaged cell walls located in jail housing unit 5 South at the Main Jail facility. Effective upon BOC approval until project completion as determined by the County.

24-0795 Real Estate and Asset Management

Request approval a of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in an amount not to exceed \$145,000.00 with WEX Bank (Salt Lake City, UT) to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2025 through September 30, 2025.

24-0796 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000154-0001, Facility Maintenance Solution in an amount not to exceed \$131,368.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349. Effective dates: January 1, 2025, through July 14, 2025.

24-0797 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 24RFP020124K-JA, Design/Build Services for North Fulton Health Human Services (HHS) Center in an amount not to exceed \$15,417,450.00 with Beck PMI, Joint Venture, comprised of The Beck Group and Peachtree Mechanical Inc. (Atlanta, GA), to provide design/build services for the construction and renovation of 4700 North Point Parkway, Alpharetta, GA 30022. Effective upon issuance of Notice to Proceed (NTP) to substantial completion in 270 calendar days and final completion in 300 calendar days or as agreed between the County and the Design/Builder.

24-0798 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program in an amount not to exceed \$1,740,749.38 for Year 1, with ACR Partners, a joint venture comprised of AECOM Technical Services, Inc. (AECOM), Comprehensive Program Services (CPS) and H.J. Russell & Company (HJR) (Atlanta, GA), to provide a complete range of program management and professional services to support the Fulton County Jail Capital Improvement Program ("CIP"). Effective upon issuance of Notice to Proceed (NTP) for five (5) years, with one , two-year renewal option or until completion as determined by the County.

Health and Human Services**24-0799 Community Development**

Request approval of a statewide contract - Community Development, SWC 99999-SPD-0000136-0008, Temporary Staffing Services in an amount not to exceed \$148,075.00 with Corporate Temps 2000 (Norcross, GA) to continue temporary staffing services for the Department of Community Development. Effective January 1, 2025 through June 30, 2025.

24-0800 Senior Services

Request approval of a statewide contract - Department of Senior Services, SWC99999-SPD0000136-003A, Temporary Staffing Services in an amount not to exceed \$135,135.07 with New World Employment dba Snelling (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective January 1, 2025 through June 30, 2025.

24-0801 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 24ITBC1329891A-JWT, Water Meter Vaults in the amount of \$200,000.00 with Bartow Precast Inc., (Cartersville, GA), to provide water meter vaults. Effective January 1, 2025, through December 31, 2025, with two renewal options.

24-0802 Public Works

Request approval to extend an existing Contract - Public Works Department, 17RFP031617K-DJ, Progressive Design/Build Services for the Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) in an amount not to exceed \$279,436.22, utilizing the Owner's Contingency to address additional work required and to extend the contract through March 21, 2025. Effective upon BOC approval.

Infrastructure and Economic Development**24-0803 Select Fulton**

Request approval and associated funding of an initiative - Department of Economic Development - Select Fulton (Fulton Films Division), 2025 American Black Film Festival (ABFF) Honors in the amount of \$30,000.00 with ABFF Ventures LLC dba NICE CROWD Burbank, CA to provide a Supporting Sponsorship in the amount of \$25,000.00 and associated staff travel costs of \$5,000.00 for the event. Effective upon approval, subject to appropriation of funding in the FY25 budget.

Justice and Safety**24-0804 Emergency Services**

Request approval to utilize cooperative purchasing - Department of Emergency Services, General Services Administration Contract #GS-35F-0415V, in the amount of \$219,852.13 with Quality Recording Solutions, LLC, Eventide (Roswell, GA) for the purchase of the 911 Recording System and to provide professional services required to upgrade and maintain the department's current recording system. Effective upon BOC approval.

24-0805 Sheriff

Request approval to allocate \$2,137,496.00 into the fiscal year 2024 budget for the Fulton County Sheriff's Office. This amount will be drawn from the previously approved funding specifically designated for the Sheriff's Office. The primary purpose of this allocation is to address and replenish the overtime expenses incurred over the past year. Additionally, these funds will be crucial for covering any unforeseen emergency overtime needs at the Jail, as well as facilitating payments related to the Public Safety Fair Labor Standards Act (PFLSA) for employees who have reached their maximum Compensatory Time.

COMMISSIONERS' ACTION ITEMS**24-0611 Board of Commissioners**

Request approval of an Ordinance amending Part 1, Subpart B, Chapter 101- General Provisions and County Governing Authority Article I, Sec. 101-68 - Decorum, of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of the Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 9/18/24, 10/2/24, 10/16/24, AND 11/6/24)**

24-0654 Board of Commissioners

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 10/2/24, 10/16/24, AND 11/6/24)**

24-0655 Board of Commissioners

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes. **(Thorne) (HELD ON 10/2/24, 10/16/24, AND 11/6/24)**

Commissioners' Full Board Appointments**24-0767 Board of Commissioners**

ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY) **(MOTION TO HOLD FAILED ON 11/6/24)**

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

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

Term below expired: 11/1/2024

Commissioner Marvin S. Arrington, Jr. **(BOC)**

Commissioner Barrett has nominated Commissioner Marvin S. Arrington, Jr. for a Full Board reappointment to a term ending November 1, 2028.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****24-0764 External Affairs**

Approval of 2025 Legislative Agenda. **(HELD ON 11/6/24)**

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

24-0615 Board of Commissioners

Discussion: Inmate Phone Contract & Jail Commissary Contract **(Pitts)** **(HELD ON 9/18/24, 10/2/24, 10/16/24, AND 11/6/24)**

24-0806 Board of Commissioners

Discussion: Update on City of Atlanta Water Bills **(Barrett)**

24-0807 Board of Commissioners

Discussion: Criminal Justice Coordinating Council **(Barrett)**

EXECUTIVE SESSION

24-0808 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.: 24-0771

Meeting Date: 11/20/2024

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Save A Girl Save A World Appreciation Day.” **(Hall)**
November 8, 2024

Proclamation recognizing “Johns Creek Government Day.” **(Thorne)**
November 14, 2024

Proclamation recognizing “Black Wealth Summit Appreciation Day.” **(Pitts)**
November 15, 2024

Proclamation recognizing “Corey Ivory Appreciation Day.” **(Hall)**
November 15, 2024

Proclamation recognizing “Ferrari Simmons Appreciation Day.” **(Hall)**
November 15, 2024

Proclamation recognizing “Dr. Derrian Perry Appreciation Day.” **(Hall)**
November 15, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0773

Meeting Date: 11/20/2024

Department

Finance

Requested Action

Ratification of October 2024 Grants Activity Report.

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

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Fulton County October 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period October 1, 2024 - October 31, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 2 (\$800,571.00.00 + \$0 Cash Match)

- Applications Awarded: 2 (\$97,033.42.00 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by October 2024 grant applications:

- Justice and Safety
- Health and Human Services
- Arts and Libraries

The Fulton County October 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through October 31, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 29 (\$129,669,116.46 + \$1,414,934.25 Cash Match)
- Total Applications Awarded: 38 (\$18,532,658.27 + \$275,047.60 Cash Match)
- Total Grant Applications Denied: 2 (\$283,547.12 + No Cash Match)

Department Recommendation: Department recommends ratification of the October 2024 Grants Activity Report (GAR).



**FULTON
COUNTY**

FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT October 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, November 20, 2024
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded October 1, 2024 - October 31, 2024

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

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 October Grants Activity Report

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

Grant Applications Submitted and/or Awarded October 1, 2024 Through October 31, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Sheriff	Governor's Office of Highway Safety	Sheriff Pedestrian and Bicycle Safety Grant	Request approval to accept a repeat grant from the Governor's Office of Highway Safety in the amount of \$7,033.42, which supports the Sheriff Pedestrian and Bicycle Safety Grant that promotes the development and implementation of innovative programs to address highway safety problems, relating to alcohol/impaired drivers, speed, pedestrian and bicycle safety, motorcycle safety and occupant protection. Trained staff will provide outreach to elementary school aged children. The grant contract period is from October 1, 2024 through September 30, 2025. No County Cash Match	\$ 7,033.42	\$ -	Awarded	\$ 5,000.00
Subtotal:				\$ 7,033.42	\$ -		
HEALTH AND HUMAN SERVICES							
Behavioral Health and Developmental Disabilities	Criminal Justice Coordinating Council	Byrne State Crisis Intervention Program (SCIP)	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of \$790,571.00. Funding will support the Co-Responder Program that services Fulton County adults experiencing a behavioral health crisis. The program will provide training to 50 Fulton County first responders staff and resources to assist with crisis de-escalation, warm handoffs of clients to community based resources that provide timely and effective, culturally competent treatment, wrap-around services, and outreach services to 1,000 residents. The grant period is from January 1, 2025 through December 31, 2025. No County Cash Match	\$ 790,571.00	\$ -	Pending	N/A
Subtotal:				\$ 790,571.00	\$ -		
ARTS AND LIBRARIES							
Library	Best Buy	Best Buy Technology Revitalization Grant	Request approval to apply and accept a repeat grant from Best Buy in the amount of \$10,000.00 to replace damaged and nonfunctioning technology, which includes drones, computers, monitors, tablets, various software, 3D printers and a music studio. The grant period is from January 1, 2025 through December 31, 2025. No County Cash Match	\$ 10,000.00	\$ -	Pending	\$ 10,000.00
Library	Best Buy	Best Buy Staffing Grant	Request approval to accept a repeat grant from Best Buy in the amount of \$90,000.00. Funding covers salary and benefits for one (1) Library Associate, and equipment replacement, licenses, travel, conferences, and other operational expenses. The grant period is from February 1, 2025 through January 31, 2026. No County Cash Match	\$ 90,000.00	\$ -	Awarded	\$ 86,600.00
Subtotal:				\$ 100,000.00	\$ -		
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
TOTAL:				\$ 897,604.42	\$ -		



Exhibit 2: All Grants Activity

Cumulative Through October 31, 2024

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

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF October 31, 2024)

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

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

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2024-10/31/2024	Current Period Funds: 10/1/2024-10/31/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending^	27	\$ 128,868,545.46	2	\$ 800,571.00	29	\$ 129,669,116.46
Grants Awarded*	36	\$ 18,435,624.85	2	\$ 97,033.42	38	\$ 18,532,658.27
Grants Denied	1	\$ 45,330.48	1	\$ 238,216.64	2	\$ 283,547.12
Cash Match Requested-2024	-	\$ 1,689,981.85	-	\$ -	-	\$ 1,689,981.85
Total:	64	\$ 149,039,482.64	5	\$ 1,135,821.06	69	\$ 150,175,303.70

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2024-10/31/2024	Current Period Funds: 10/1/2024-10/31/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	7	\$ 2,262,455.05	0	\$ -	7	\$ 2,262,455.05
Renewal/Repeat Grant Awards	29	\$ 16,173,169.80	2	\$ 97,033.42	31	\$ 16,270,203.22
Total:	36	\$ 18,435,624.85	2	\$ 97,033.42	38	\$ 18,532,658.27

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 10/1/2024-10/31/2024	Current Period Funds: 10/1/2024-10/31/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	23	\$ 4,764,524.96	1	\$ 90,000.00	24	\$ 4,854,524.96
Formula Grant Awards^^	13	\$ 13,671,099.89	1	\$ 7,033.42	14	\$ 13,678,133.31
Total:	36	\$ 18,435,624.85	2	\$ 97,033.42	38	\$ 18,532,658.27

^Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024.

NOTE: (\$238,216.64) was not approved during the Feb24 BOC meeting-grant was turned back and being noted on the October 2024 Report as denied

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

*May 2024 GAR Correction: Superior Court grant in the amount of \$43,100.00 was incorrectly titled "Accountability Court Adult Felony Drug Court," It was corrected to "Community Service Board". *May

2024 GAR Correction: Superior Court grant in the amount of \$100,000.00 was incorrectly titled "Accountability Courts Drug Court Program," it was corrected to "Drug Court."

*January 2024 Adjustment: Solicitor General applied for a grant for \$45,330.48. It was reported awarded, but this amount was not awarded.

*October 2024 adjustments of grants that were awarded and not reported are reflected in the revised totals.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0774

Meeting Date: 11/20/2024

Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed \$80,000.00 with Strategic Funding Group, Inc. (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

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 the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides external grant writing and support services to pursue federal, state, and foundation grant opportunities to augment internal funding for County programs and services.

Scope of Work: Consultant will provide external grant writing and support services. To pursue federal, state, and foundation grant opportunities to augment internal funding for County programs and services.

Community Impact: Grant funding augments and leverages General Fund for greater community impact for County programs and services.

Department Recommendation: Request approval of contract.

Project Implications: External grant writers secured approximately more than \$27 million for the County since 2016.

Community Issues/Concerns: Contract addresses County supports to community social service needs.

Department Issues/Concerns: Addresses multi-departmental needs for technical, expert support.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	12/14/2023	\$80,000.00
1st Renewal			\$80,000.00
Total Revised Amount			\$160,000.00

Contract Modification

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

Contract Value: \$80,000.00

Prime Vendor: Strategic Funding Group, Inc.
Prime Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$80,000.00 or 100.00%

Total Contract Value: \$80,000.00 or 100.00%
Total Certified Value: \$80,000.00 or 100.00%

Exhibits Attached

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

Contact Information

Jessica Corbitt, Director of External Affairs, 404-612-8303

Contract Attached

Agenda Item No.: 24-0774

Meeting Date: 11/20/2024

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$80,000.00
 Previous Adjustments: \$0.00
 This Request: \$80,000.00
 TOTAL: \$160,000.00

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:

100-130-1305-1160: External Affairs, Intergovernmental Affairs, Professional Services- \$80,000

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:100

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 7/31/2024

Performance Evaluation Details

ID	E1
Project	External Grant Writing & Support Services
Project Number	23RFP081423A-KM
Supplier	Strategic Funding Group
Supplier Project Contact	Leah Tennille (preferred language: English)
Performance Program	Professional Services
Evaluation Period	06/03/2024 to 09/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Excellent performance by this team that goes beyond expectations and scope of work.



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 23RFP081423A-KM

BID/RFP# TITLE: External Grant Writing & Support Services

ORIGINAL APPROVAL DATE:

RENEWAL EFFECTIVE DATES: January 1, 2025 through December 31, 2025

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$80,000.00

COMPANY'S NAME: Strategic Funding Group

ADDRESS: 1266 West Paces Ferry Road NW #173

CITY: Atlanta

STATE: Georgia

ZIP: 30327

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

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

STRATEGIC FUNDING GROUP

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Leah Tennille
CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Jessica A. Corbitt, Director
Department of External Affairs

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____
REGULAR MEETING

ITEM#: _____ 2nd RM: _____
SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	July 31, 2024
Department:	External Affairs
Contract Number:	23RFP081423A-KM
Contract Title:	External Grant Writing & Support Services (Strategic Funding Group)

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.

Funding was maximized by utilizing a second, smaller contractor for certain grants.

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

Internet search of pricing for same product or service:

Date of search:	August 11, 2023
Price found:	\$18,000
Different features / Conditions:	Per federal grant
Percent difference between internet price and renewal price:	\$6,000

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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices are comparable.	

Explanation / Notes:

Grants consulting is a competitive field with varying experience and costs for the type of resource development products. The costs for services of the vendor are average for the experience level and services provided.

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?

\$100,000.00

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

Was it part of the initial contract? Yes No

Date of last purchase:	July 8, 2024
Price paid:	12,500.00
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

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

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

Analysis was conducted in 2015, when more grant writers were employed. Today, there are far fewer grant writers in departments. This external grant writing is greatly needed by departments and on average brings in \$70 for each \$1 expended on the services, in addition to the indirect costs that the County receives from each grant.

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

An average reduction of \$7 million in federal funds to the County would result.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0775

Meeting Date: 11/20/2024

Department

External Affairs

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

Request approval to renew an existing contract - Department of External Affairs 23RFP081423A-KM, External Grant Writing & Support Services in an amount not to exceed \$20,000.00 with Think and Ink Grant Consulting, (Atlanta, GA) to provide External Grant Writing Services. This action exercises the first of two renewal options. One renewal option remains. Effective January 1, 2025 through December 31, 2025.

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 the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background This contract provides external grant writing and support services to pursue federal, state, and foundation grant opportunities to augment internal funding for County programs and services.

Scope of Work: Consultant will provide external grant writing and support services. To pursue federal, state, and foundation grant opportunities to augment internal funding for County programs and services.

Community Impact: Grant funding augments and leverages General Fund for greater community impact for County programs and services.

Department Recommendation: Request approval of contract.

Project Implications: External grant writers secured approximately more than \$27 million for the County since 2016.

Community Issues/Concerns: Contract addresses County supports to community social service needs.

Department Issues/Concerns: Addresses multi-departmental needs for technical, expert support.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	12/14/2023	\$20,000.00
Renewal No. 1			\$20,000.00
Total Revised Amount			\$40,000.00

Contract Modification

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

Contract Value: \$20,000.00
Prime Vendor: Think and Ink Grant Consulting, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$20,000.00 or 100.00%

Total Contract Value: \$20,000.00 or 100.00%
Total Certified Value: \$20,000.00 or 100.00%

Exhibits Attached

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

Contact Information

Jessica Corbitt, Director of External Affairs, 404-612-8303

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$20,000.00
 Previous Adjustments: \$0.00
 This Request: \$20,000.00
 TOTAL: \$40,000.00

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:

100-130-1305-1160: External Affairs, Intergovernmental Affairs, Professional Services- \$20,000

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:100

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 7/31/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: External Affairs

BID/RFP# NUMBER: 23RFP081423A-KM

BID/RFP# TITLE: External Grant Writing & Support Services

ORIGINAL APPROVAL DATE: December 14, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025 through December 31, 2025

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: one renewal option remains

RENEWAL AMOUNT: \$20,000.00

COMPANY'S NAME: Think and Ink Grant Consulting

ADDRESS: 309 East Paces Ferry Road NE #400

CITY: Atlanta

STATE: Georgia

ZIP: 30305

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

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

**THINK AND INK GRANT
CONSULTING**

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

**Shavonn Richardson
CEO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Jessica A. Corbitt, Director
Department of External Affairs**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	July 31, 2024
Department:	External Affairs
Contract Number:	23RFP081423A-KM
Contract Title:	External Grant Writing & Support Services (Think and Ink)

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.

Funding was maximized by utilizing this smaller contractor for certain grants.

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

Internet search of pricing for same product or service:

Date of search:	August 11, 2023
Price found:	18,000
Different features / Conditions:	Varying federal grants
Percent difference between internet price and renewal price:	\$12,000

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?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	This is a new vendor whose prices fall below average for experience.	

Explanation / Notes:

This is a new vendor whose prices fall below average for experience.

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?

\$100,000.00

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

Was it part of the initial contract? Yes No

Date of last purchase:	July 22, 2024
Price paid:	6,800
Inflation rate:	0
Adjusted price:	0
Percent difference between past purchase price and renewal price:	0

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.

Analysis was conducted in 2015, when more grant writers were employed. Today, there are far fewer grant writers in departments. This external grant writing is greatly needed by departments and on average brings in \$70 for each \$1 expended on the services, in addition to the indirect costs that the County receives from each grant.

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

An average reduction of \$7 million in federal funds to the County would result.

Performance Evaluation Details

ID	E1
Project	External Grant Writing & Support Services
Project Number	23RFP081423A-KM
Supplier	Think and Ink Grant Consulting
Supplier Project Contact	Shavonn Richardson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 07/31/2024
Effective Date	08/07/2024
Evaluation Type	Formal
Interview Date	07/30/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/07/2024 10:21 AM EDT
Completion Date	08/07/2024 10:21 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Excellent and well-qualified team. Purchase order is for \$20,000 of \$100,000 budget line.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0776

Meeting Date: 11/20/2024

Department

Information Technology

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

Request approval to renew an existing contract - Department of Information Technology, 21ITB0929B -EC, W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services, in an amount not to exceed \$40,000.00 with National Payment Corporation (Tampa, FL) to provide a system to process, print, fold, and mail W-2 forms, 1099-Misc forms, 1099-R forms and Affordable Care Act (ACA) forms for employees, poll workers, retirees and vendors of the County. This action exercises the third of three renewal options. No renewal options remain. Effective Dates: January 1, 2025, through December 31, 2025.

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

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 contract provides a system, to process, print, fold, and mail W2 forms, 1099-Misc forms, 1099-R forms and Affordable Care Act (ACA) forms for employees, poll workers, retirees and vendors of Fulton County.

Community Impact: There are no community issues/ concerns.

Department Recommendation: The Department of Information Technology recommends approval.

Project Implications: Provides a critical office operational support function in the operation of County Government.

Community Issues/Concerns: There are no community issues/ concerns.

Department Issues/Concerns: There are no departmental issues/ concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0999	12/15/202 1	\$40,000.00
1st Renewal	22-0839	11/16/202 2	\$40,000.00
2 nd Renewal	23-0922	12/20/202 3	\$40,000.00
3 rd Renewal			\$40,000.00
Total Revised Amount			\$160,000.00

Contract & Compliance Information

Contract Value: \$40,000.00

Prime Vendor: National Payment Corporation

Prime Status: Non-Minority

Location: Tampa, FL

County: Hillsboro County

Prime Value: \$40,000.00 or 100.00%

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

Total Certified Value: \$0.00

Exhibits Attached:

Exhibit 1: Performance Evaluation

Exhibit 2: Contract Renewal Evaluation
Exhibit 3: Contract Renewal Agreement Form

Contact Information

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 40,000.00
Previous Adjustments: \$80,000.00
This Request: \$40,000.00
TOTAL: \$160,000.00

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:

100-220-2202-1459: General Fund, Information Technology, Printing- \$40,000.00

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: renewal options remain

Agenda Item No.: 24-0776

Meeting Date: 11/20/2024

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

Performance Evaluation Details

ID	E6
Project	W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Ser
Project Number	21ITB0929B-EC
Supplier	National Payment Corporation
Supplier Project Contact	Mark Williams (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/09/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/09/2024 03:14 PM EDT
Completion Date	09/09/2024 03:14 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	October 8, 2024
Department:	Information Technology
Contract Number:	21ITB0929B-EC
Contract Title:	W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services

Instructions:

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

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

The scope of service has been reduced to the bare minimum wherein all data will be sent in text format by FCIT in a secure manner to the vendor to ensure we legally comply with IRS regulations to prepare and mail out the W2, 1099's, 1095's etc. in a timely manner

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

Internet search of pricing for same product or service:

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

Explanation / Notes:

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

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?

40,000

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. We do not have the personnel bandwidth or hardware to execute this task in a timely manner as per IRS guidelines.

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

We would find it difficult to meet the deadlines set by the IRS to issue W2's, 1099, 1095 etc.



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Information Technology

BID/RFP NUMBER: 21ITB0929BEC

BID/RFP TITLE: W-2, 1099, and Affordable Care Act Filing, Processing, Printing, and Mailing Services

ORIGINAL APPROVAL DATE: December 15, 2021

RENEWAL EFFECTIVE DATES: January 1, 2025 through December 31, 2025

RENEWAL OPTION #: 3 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$40,000.00

COMPANY'S NAME: National Payment, Inc.

ADDRESS: 3415 West Cypress Street

CITY: Tampa

STATE: FL

ZIP: 33607

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

NATIONAL PAYMENT, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Steve Pereira
General Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Kevin Kerrigan, CIO
Department of Information Technology

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0777

Meeting Date: 11/20/2024

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, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in an amount not to exceed \$110,000.00 with (A) E. Sam Jones (Atlanta, GA) in an amount not to exceed \$51,700.00; (B) Voss Electric Co. (Marietta, GA) in an amount not to exceed \$25,300.00; (C) Summit Lighting Solutions (Lawrenceville, GA) in an amount not to exceed \$12,100.00; (D) Regency Lighting (Los Angeles, CA) in an amount not to exceed \$16,500.00; and, (E) Electrical Contractor (Covington, GA) in an amount not to exceed \$4,400.00, to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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: To renew existing contracts to provide ballasts, lamps, light fixtures, and related items for Fulton County facilities and parking lots for FY2025.

The Department continues to convert existing lighting fixtures to LED in all County facilities and parking lots which is more expensive, but most cost effective in the long term for Fulton County budgetary stability because: a) the long-life span, b) generate less energy and c) efficient solution for environmental air quality benefits it provides.

Scope of Work: These contracts furnish ballasts, lamps, light fixtures and related supplies for the Department of Real Estate and Asset Management on an "as needed" basis to ensure Fulton County facilities and parking lots have adequate lighting. 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 and parking lots have adequate lighting.

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

The requested total spending authority in the total amount of \$110,000.00 is sufficient to cover the costs for lighting for ballasts, lamps, light fixtures and supplies and related items to meet the daily requirements and maintain service needs for approximately 128 County facilities and parking lots for FY2025.

Project Implications: These contracts provide all the necessary materials, ballasts, lamps, light fixtures, and related supplies needed to support the in-house maintenance staff that is responsible for maintaining 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 needed to ensure adequate lighting.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If the 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

(A) E. Sam Jones

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11/16/22	\$47,000.00
Increase Spending Authority	23-0755	11/1/23	\$3,750.00

1st Renewal	23-0847	12/6/23	\$51,700.00
2nd Renewal			\$51,700.00
Total Revised Amount			\$154,150.00

(B) Voss Electric

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11/16/22	\$23,000.00
Increase Spending Authority	23-0755	11/1/23	\$3,750.00
1st Renewal	23-0847	12/6/23	\$25,300.00
2nd Renewal			\$25,300.00
Total Revised Amount			\$77,350.00

(C) Summit Lighting Solutions

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11/16/22	\$11,000.00
1st Renewal	23-0847	12/6/23	\$12,100.00
2nd Renewal			\$12,100.00
Total Revised Amount			\$35,200.00

(D) Regency Lighting

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11/16/22	\$15,000.00
1st Renewal	23-0847	12/6/23	\$16,500.00
2nd Renewal			\$16,500.00
Total Revised Amount			\$48,000.00

(E) Electrical Contractor

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11/16/22	4,000.00
1st Renewal	23-0847	12/6/23	\$4,400.00
2nd Renewal			\$4,400.00
Total Revised Amount			\$12,800.00

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

Total Contract Value: \$110,000.00

(A)
Contract Value: \$51,700.00
Prime Vendor: Sam Jones Distributor, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$51,700.00 or 100.00%
Subcontractor: None

Total Contract Value: \$51,700.00 or 100.00%
Total Certified Value: \$ 00.00

(B)
Contract Value: \$25,300.00
Prime Vendor: Voss Electric Co. d/b/a Voss Lighting
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Prime Value: \$25,300.00 or 100.00%
Subcontractor: None

Total Contract Value: \$25,300.00 or 100.00%
Total Certified Value: 00.00

(C)
Contract Value: \$12,100.00
Prime Vendor: Summit Lighting Solutions
Prime Status: African American Male Business Enterprise
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$6,050.00 or 50.00%

Subcontractor: Halco Lighting Technologies
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontract Value: \$6,050.00 or 50.00%

Total Contract Value: \$12,100.00 or 100.00%
Total Certified Value: \$6,050.00 or 50.00%

(D)
Contract Value: \$16,500.00
Prime Vendor: Regency Lighting
Prime Status: Non-Minority
Location: Los Angeles, CA

County: Los Angeles County
Prime Value: \$16,500.00 or 100.00%
Subcontractor: None

Total Contract Value: \$48,250.00 or 100.00%
Total Certified Value: \$00.00

(E)
Contract Value: \$4,400.00
Prime Vendor: Electrical Contractor
Prime Status: Non-Minority
Location: Covington, GA
County: Newton, County
Prime Value: \$4,400.00 or 100.00%
Subcontractor: None

Total Contract Value: \$4,400.00 or 100.00%
Total Certified Value: \$00.00

Grand Contract Value: \$110,000.00 or 100.00%
Grand Certified Value: \$6,050.00 or 5.50%

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: Performance Evaluation
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,000.00

Previous Adjustments:	\$117,500.00
This Request:	\$110,000.00
TOTAL:	\$327,500.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies- \$110,000.00 "Subject to availability of funding adopted for FY 2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Overall Contractor Performance Rating:

- (A) E. Sam Jones 100
- (B) Voss Electric 100
- (C) Summit Lighting 100
- (D) Regency Lighting 100
- (E) Electrical Contractor 100

Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
10/1/2023	9/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITBC135037C-GS (A)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Related Supplies

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$51,700.00

COMPANY'S NAME: E. Sam Jones Distributor

ADDRESS: 4898 S. Atlanta Rd SE

CITY: Atlanta

STATE: Georgia

ZIP: 30337

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

E. SAM JONES DISTRIBUTOR

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Randy Lagod
Branch 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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITBC135037C-GS (C)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Related Supplies

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$12,100.00

COMPANY'S NAME: Summit Lighting Solutions

ADDRESS: 3939 LaVista Rd. Suite E #375

CITY: Tucker

STATE: Georgia

ZIP: 30084

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

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

SUMMIT LIGHTING SOLUTIONS

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

James W. Warren
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITBC135037C-GS (D)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Related Supplies

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$16,500.00

COMPANY'S NAME: Regency Enterprises, Inc. dba Regency Lighting

ADDRESS: 333 South Grand Avenue, Suite 800

CITY: Los Angeles

STATE: CA

ZIP: 90071

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**REGENCY ENTERPRISES, INC. DBA
REGENCY LIGHTING**

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

**David Poibal
Assistant Secretary**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITBC135037C-GS (E)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Related Supplies

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$51,700.00

COMPANY'S NAME: Electrical Contractor, Inc.

ADDRESS: 8141-D Technology Dr.

CITY: Covington

STATE: Georgia

ZIP: 30014

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

ELECTRICAL CONTRACTOR, INC.

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

**Dean Krontz,
Vice President of Business Services**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E4
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITBC135037C-GS
Supplier	E. Sam Jones Distributor
Supplier Project Contact	randy Lagod (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 09/30/2024
Effective Date	10/18/2024
Evaluation Type	Formal
Interview Date	10/18/2024
Expectations Meeting Date	10/18/2024
Status	Completed
Publication Date	10/18/2024 07:23 AM EDT
Completion Date	10/18/2024 07:23 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

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

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

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

Comments *Not Specified*

COST CONTROL

20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITBC135037C-GS
Supplier	Electrical Contractor Inc
Supplier Project Contact	Dean Krontz (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 09/30/2024
Effective Date	10/18/2024
Evaluation Type	Formal
Interview Date	10/18/2024
Expectations Meeting Date	10/18/2024
Status	Completed
Publication Date	10/18/2024 07:23 AM EDT
Completion Date	10/18/2024 07:23 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

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

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

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

Comments *Not Specified*

COST CONTROL

20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITB135037C-GS
Supplier	Regency Lighting
Supplier Project Contact	Luis Espino (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 09/30/2024
Effective Date	10/15/2024
Evaluation Type	Formal
Interview Date	10/14/2024
Expectations Meeting Date	10/14/2024
Status	Completed
Publication Date	10/15/2024 03:03 PM EDT
Completion Date	10/15/2024 03:03 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE 20/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE 20/20

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

Comments *Not Specified*

BUSINESS RELATIONS 20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION 20/20

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

Comments *Not Specified*

COST CONTROL 20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E4
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITB135037C-gs
Supplier	Summit Lighting Solutions
Supplier Project Contact	Brandi Jenks (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 09/30/2024
Effective Date	10/15/2024
Evaluation Type	Formal
Interview Date	10/14/2024
Expectations Meeting Date	10/14/2024
Status	Completed
Publication Date	10/15/2024 03:04 PM EDT
Completion Date	10/15/2024 03:04 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

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

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

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

Comments *Not Specified*

COST CONTROL

20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E8
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	19ITBC119850C-GS
Supplier	Voss Lighting
Supplier Project Contact	Voss Lighting Hanak (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2023 to 09/30/2024
Effective Date	10/18/2024
Evaluation Type	Formal
Interview Date	10/18/2024
Expectations Meeting Date	10/18/2024
Status	Completed
Publication Date	10/18/2024 07:22 AM EDT
Completion Date	10/18/2024 07:22 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

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

Comments *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

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

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

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

Comments *Not Specified*

COST CONTROL

20/20

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

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	August 1, 2024
Department:	Department of Real Estate and Asset Management
Contract Number:	22ITBC135037C-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.

We are currently transitioning to LED lamps which are more cost efficient. These contracts furnish ballasts, lamps, light fixtures and related supplies for the Department of Real Estate and Asset Management on an "as needed" basis to ensure Fulton County facilities and parking lots have adequate lighting. 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.

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

Internet search of pricing for same product or service:

Date of search:	August 15, 2024
Price found:	\$13.99
Different features / Conditions:	Identical
Percent difference between internet price and renewal price:	internet price 33% Higher

Explanation / Notes:

Market Survey of other jurisdictions:

Date contacted: August 15, 2024	
Jurisdiction Name / Contact name: Cobb County Schools Awarded Contract.	
Date of last purchase: 2024	
Price paid: \$8.48	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Higher 9% lower

Explanation / Notes:

Vendor bid price.

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?

FY2024 The allocated expenditures as of 8/1/2024, \$45,645.97

FY2023 The County spent \$99,878.71

FY2022 The County spent \$98,000.00

FY2021 The County spent \$93,326.81

FY2020 The County spent \$68,290.00

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

Was it part of the initial contract? Yes No

Date of last purchase: [Click here to enter a date.](#)

Price paid:

[Click here to enter text.](#)

Inflation rate:

[Click here to enter text.](#)

Adjusted price:

[Click here to enter text.](#)

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

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

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

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

DREAM would be unable to provide safety and security for County facilities and parking lots.

John Adams, Administrator

August 1, 2024

Prepared by

Date

JD
Joseph Davis, Director

Thursday, October 17, 2024

Department Head

Date



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITBC135037C-GS (B)

BID/RFP# TITLE: Ballasts, Lamps, Light Fixtures and Related Supplies

ORIGINAL APPROVAL DATE: 11/16/2022

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$25,300.00

COMPANY'S NAME: Voss Electric Co. dba Voss Lighting

ADDRESS: 2129 Northwest Pkwy SE Suite 129

CITY: Marietta

STATE: Georgia

ZIP: 30067

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

VOSS ELECTRIC CO.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Russell Hanak
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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0778

Meeting Date: 11/20/2024

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving a Lease Agreement between Fulton County, Georgia (Tenant) and Goode Van Slyke Properties, LLC, (Landlord) to continue providing library services at 409 John Wesley Dobbs Avenue, Atlanta, Georgia (Martin Luther King Jr. Branch Library); to authorize the Chairman to approve the Lease Agreement and related documents; to authorize the County Attorney to approve the Lease Agreement and related documents as to form and to make any modifications thereto to execution. Effective upon approval for a term of January 1, 2024 through December 31, 2028, with nine (9) renewal options. The monthly rental payment will be \$12,040.00 per month, thorough 2028, if renewed and effective January 1st, 2029, the monthly rental payment shall increase to \$12,728.00 for the five (5) available renewal periods ending December 2033, if renewed.

Requirement for Board Action

According to O.C.G.A. § 36-60-13, each county or municipality in this State shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services and supplies.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Approval of the Fulton County Board of Commissioners is being requested to execute a lease agreement with Goode Van Slyke Properties, LLC, for a period of (10) ten years inclusive of renewal periods for 4,128 rentable square feet of office space for the purpose of providing library services at 409 John Wesley Dobbs Avenue, Atlanta, Georgia 30312. The Martin Luther King Branch Library is housed at this location.

The Fulton County Department of Real Estate and Assets Management, DREAM and Goode Van Slyke Properties, LLC have negotiated mutually acceptable lease terms that will allow the County to continue occupancy for the purpose of providing library services. Fulton County has been a hold over tenant pending landlord's and tenant's approvals of proposed construction.

During the initial lease extension term, effective January 1, 2024 to December 31, 2024, and the first four (4) renewal terms of this Lease the monthly rental payment will be \$12,040.00 per month Effective January 1st, 2029 the monthly rental payment shall increase to \$12,728.00 for the five (5) available renewal periods ending December 2033. In no event shall this lease continue beyond December 31, 2033, unless extended by mutual written consent of Fulton County and Goode Van Slyke Properties, LLC.

Community Impact: Approval of the lease agreement will allow Library Services to remain within the Martin Luther King Jr. National Park Campus and provide library services from a completely renovated facility.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the Lease Agreement for the purpose of extending occupancy and construction of planned improvements to improve operations.

Project Implications: Construction of planned improvements within the leased space will enhance the library experience for all visitors to this library facility.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

The required monthly rental payments will be paid from funding line 100-650-6565-1121



MARTIN LUTHER KING, JR. LIBRARY RENOVATION

FULTON COUNTY LIBRARY SYSTEM

409 JOHN WESLEY CROSS AVE
ATLANTA, GEORGIA 30312

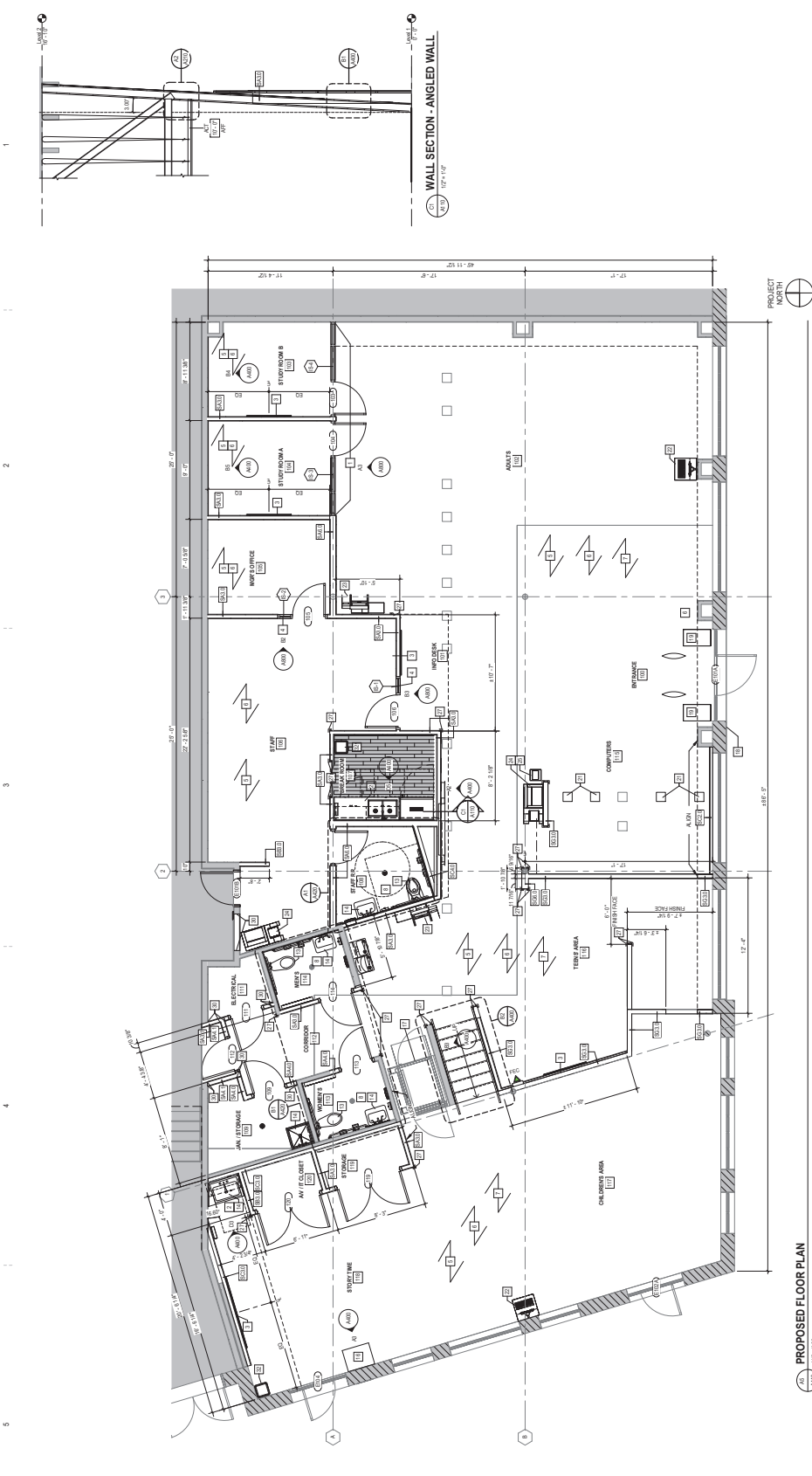
ISSUED FOR CONSTRUCTION
SHEET TITLE: RENOVATION
NO. 1000000000 PERMANENT SET
DATE: 08/20/2008

PRINCIPAL IN CHARGE: NOT SET
ARCHITECT: JAMES
DRAWN BY: JAMES

SHEET TITLE: LEVEL 1 OVERALL
PLAN

SHEET NO. A110

0000000000



PROPOSED FLOOR PLAN

GENERAL NOTES & LEGEND

- EXISTING WALLS TO REMAIN UNCHANGED
- EXISTING WALLS TO BE REMOVED OR DEMOLISHED
- NEW PARTITION TYPES AS NOTED OR UNMARKED W/RS

SHEET KEYNOTES

1. NEW INTERIOR PARTITION WALLS TO BE CONSTRUCTED AS PER PLAN INDICATIONS
2. ALL EXISTING WALLS TO BE DEMOLISHED UNLESS NOTED OTHERWISE
3. ALL EXISTING WALLS TO BE DEMOLISHED UNLESS NOTED OTHERWISE
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31. ALL EXISTING WALLS TO BE DEMOLISHED UNLESS NOTED OTHERWISE
32. ALL EXISTING WALLS TO BE DEMOLISHED UNLESS NOTED OTHERWISE

1 **A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN FULTON COUNTY,**
2 **GEORGIA (TENANT) AND GOODE VAN SLYKE PROPERTIES, LLC (LANDLORD)**
3 **TO CONTINUE PROVIDING LIBRARY SERVICES AT 409 JOHN WESLEY DOBBS**
4 **AVENUE, ATLANTA, GEORGIA; AUTHORIZING THE CHAIRMAN TO EXECUTE THE**
5 **LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY**
6 **ATTORNEY TO APPROVE THE LEASE AGREEMENT AND RELATED DOCUMENTS**
7 **AS TO FORM AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION;**
8 **AND FOR OTHER PURPOSES.**

9 **WHEREAS**, Fulton County, Georgia, (“Fulton County”) is a political subdivision of
10 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
11 of the State of Georgia; and

12 **WHEREAS**, the Fulton County Library System operates library facilities throughout
13 Fulton County, Georgia; and

14 **WHEREAS**, the Fulton County Library System is composed of thirty-four (34)
15 branch libraries inclusive of the Martin Luther King Jr. Branch Library, located at 409 John
16 Wesley Dobbs Avenue, Atlanta, Georgia; and

17 **WHEREAS**, Fulton County entered into a Lease Agreement (approved by the
18 Board of Commissioners as Agenda Item #04-0226 on February 18, 2004) with Goode
19 Van Slyke Properties, LLC, pursuant to which Fulton County leased space at 409 John
20 Wesley Dobbs Avenue, Atlanta, Georgia to house the Martin Luther King Jr. Branch
21 Library; and

22 **WHEREAS**, that Lease Agreement expired December 31, 2023, but Fulton County
23 continues to provide library services through the Martin Luther King Jr. Branch Library at
24 409 John Wesley Dobbs Avenue, Atlanta, Georgia; and

25 **WHEREAS**, Fulton County and Goode Van Slyke Properties, LLC, desire to enter
26 into another lease agreement to provide for Fulton County’s continued occupancy of 409

1 John Wesley Dobbs Avenue, Atlanta, Georgia for the Martin Luther King Jr. Branch
2 Library and to formalize rental terms of occupancy therefor; and

3 **WHEREAS**, pursuant to O.C.G.A. § 36-60-13, each county or municipality in this
4 State is authorized to enter into multiyear lease agreements upon certain terms.

5 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
6 approves the Lease Agreement with Goode Van Slyke Properties, LLC, for the purpose
7 of providing library services at 409 John Wesley Dobbs Avenue, Atlanta, Georgia, in
8 substantially the form attached hereto as Exhibit "A."

9 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
10 is hereby authorized to execute the Lease Agreement and any related documents
11 between Fulton County and Goode Van Slyke Properties, LLC for the provision of the
12 rental of the location for library services.

13 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
14 approve the Lease Agreement and any related documents as to form and to make such
15 modifications thereto as are necessary to protect the interest of Fulton County prior to
16 execution by the Chairman.

17 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its
18 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
19 are hereby repealed to the extent of the conflict.

20 **PASSED AND ADOPTED**, by the Board of Commissioners of Fulton County,
21 Georgia, this ____ day of _____, 2024.

22
23

FULTON COUNTY BOARD OF
COMMISSIONERS

Robert L. Pitts, Chairman (At-Large)

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

1
2

EXHIBIT A
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE (“Lease”) is made and entered into this first day of January, 2024 (the “**Effective Date**”), by and between **GOODE VAN SLYKE PROPERTIES, LLC**, a Georgia limited liability company, whose business address for purpose of this Agreement is 409 John Wesley Dobbs Suite 100, Atlanta, Georgia 30312, hereinafter referred to as “Landlord”, and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 141 Pryor Street, SW, Suite 8021, Atlanta, Georgia 30303, hereinafter referred to as “Tenant” (“Landlord” or “Tenant” may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires).

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain improved real property located at **409 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30312** (the “**Property**”) on which is located The Goode Van Slyke Building (the “**Building**”); and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, approximately 4,128 rentable square feet of space in the Goode Van Slyke Building, (the “**Premises**”) as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein; and

WHEREAS, at the Premises, Tenant will provide public library services to the residents of the surrounding community in accordance with the terms and conditions herein; and

WHEREAS, pursuant to O.C.G.A. § 36-60-13, Tenant is authorized to enter into multi-year lease agreements with certain statutorily required conditions.

NOW THEREFORE, incorporating the foregoing recitals, and for and in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. DEFINITIONS. In addition to the other terms defined elsewhere in this Lease, each of the following terms shall have the meaning set forth below:

“**Common Areas**”: Facilities or areas and improvements on the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the general public, which may include, at Landlord's option, but not be limited to: (A) all such

areas within the Building devoted to corridors, elevator foyers, and common area restrooms, and (B) any such service areas, driveways, parking areas, areas of ingress and egress, sidewalks and other pedestrian ways, corridors, elevators, stairways, lobby areas, parcel pick up stations and other facilities or areas and improvements in the Building or on the Property.

“Hazardous Substances”: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto.

“Invitees”: Employees, agents, servants, assignees, customers, visitors, concessionaires, licensees, contractors and subcontractors.

“Law(s)”: All ordinances, statutes, orders, regulations, directives, rules and requirements of all federal, state, county, city or other governmental, public or quasi-public authorities, bodies, boards or agencies or any departments or bureaus thereof, now existing or hereafter created, including, without limitation, all zoning, building, historic, environmental, health and fire safety laws, the Americans With Disabilities Act of 1990, the Occupational Safety and Hazard Act of 1970, and all other laws, including, without limitation, all laws relating to Hazardous Substances.

“Medical Waste”: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance, whether or not potentially infectious, that (1) is generated as a result of the diagnosis, treatment, research, immunization, production of or testing of biologicals for human beings, or (2) that is defined, determined or identified as a “medical waste,” “biomedical waste,” “biological waste,” or “infectious waste” under any Laws.

“Permit(s)”: Any licenses, certifications, or permits required under any applicable Law to be held by Tenant for the operation of Tenant’s business at the Premises or to be held by persons performing medical and healthcare services at the Premises or for Tenant.

“Rules and Regulations”: Any and all rules and regulations as may be hereafter promulgated by Landlord from time to time in Landlord’s discretion and provided in writing to Tenant.

2. LEASE OF PREMISES AND LICENSE TO USE COMMON AREAS; PARKING.

Landlord does hereby grant to Tenant, and Tenant hereby accepts from Landlord, the use and possession of the Premises for the purposes outlined in this Lease, and for no other purpose whatsoever. This Lease grants Tenant the right to possess and enjoy the use of the Premises subject to the terms and provisions hereof; no estate or other property interest is conveyed by this Lease and Tenant has only a usufruct not subject to levy and sale. Landlord

retains all the rights and privileges of the owner of the Building and the Property.

3. TERM.

3.1 Term. The term of this Lease commenced on January 1st, 2024, (the “**Effective Date**” and will end at 12:00 midnight on December 31, 2024 (such period of time, the “**Initial Term**”), unless sooner terminated as provided herein. Pursuant to the provisions of O.C.G.A. § 36-60-13, the Lease shall automatically renew, without the necessity of any notice or other action from either Landlord or Tenant, for nine (9) consecutive twelve (12) calendar month terms (each a “**Renewal Term**”) (the Initial Term and any Renewal Term exercised shall be the “**Term**”), but such Renewal Terms shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners or termination by the parties.

3.2 Right to Terminate. Provided Tenant is not in Tenant Default of the terms and conditions of this Agreement, Tenant shall have the one (1) time right to terminate this Lease on the Expiration Date or the expiration date of each Renewal Term by providing Landlord with ninety (90) days’ prior to the expiration date written notice. For clarification purposes only, Tenant shall have the right to terminate the Lease effective December 31, 2024, or December 31, 2025, or December 31, 2026, or December 31, 2027, or December 31, 2028, or December 31, 2029, or December 31, 2030, or December 31, 2031, or December 31, 2032, by providing the 90 day prior written notice.

4. RENT.

4.1 Rent Commencement Date. Rent shall begin to accrue hereunder beginning on the earlier of (a) the date Tenant takes occupancy of the Premises or any portion thereof for the purpose of operating Tenant’s business therein; and (b) the 1st day of January, 2024 (“**Rent Commencement Date**”).

4.2 Rent Payments. Tenant shall pay to Landlord, without demand, deduction, or offset, beginning on the Rent Commencement Date and continuing through the Initial Term and first four (4) Renewal Terms, if not earlier terminated as provided in this Lease, as rental, the amount of Twelve Thousand and Forty Dollars (\$12,040.00) per month (“**Rent**”) on the first day of each month and effective January 1st, 2029 the monthly rental payment shall increase to Twelve Thousand Seven Hundred Twenty-Eight Dollars (\$12,728.00), for the five (5) available Renewal Terms ending December 2033. In the event the Rent Commencement Date shall fall on a day other than the first day of a calendar month, Rent for the first partial month shall be prorated. Tenant shall owe Landlord a late fee of Two Hundred and Fifty Dollars (\$250.00) if Rent and any other amounts due hereunder are received after the fifteenth (15th) day of the month, or, if the fifteenth (15th) day falls on a weekend or holiday the next business day. Rent payments must be made payable to the Goode Van Slyke Properties, LLC by in lawful money of the United States of America and mailed to the following address:

Goode Van Slyke Properties, LLC
409 John Wesley Dobbs Suite 100

Atlanta, Georgia 30312

4.3 Security Deposit. Intentionally Deleted

5. USE.

5.1 Permitted Use. Tenant shall use the Premises solely to provide public library services and for government services only.

5.2 Business Hours. Tenant shall have access to the Premises twenty-four hours a day, seven days a week, year-round and may operate the Premises Monday through Friday from 8:00 a.m. until 9:00 p.m. EST and Saturdays from 8:30 a.m. until 6:00 p.m. EST.

5.3 Prohibited Uses.

5.3.1 Tenant shall not use the Premises as an outpatient facility for any hospital and shall not perform surgery of any kind at the Premises.

5.3.2 Tenant shall not do or permit its Invitees to do, in or about the Property, the Building, or the Premises, nor shall Tenant bring or keep or permit its Invitees to, bring or keep therein, anything which is prohibited by or will in any way conflict with any Laws or Rules or Regulations, or which is prohibited by the standard form of fire insurance policy, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, the Building or any of its contents.

5.3.3 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by Law. Landlord reserves the right to prescribe the weight limitations and position of all safes, mechanical or other heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, provided that the Tenant shall be given notice in writing in advance in such time as to take the action requested by the Landlord after Tenant requests such increased load by written notice to Landlord and Landlord consents to the same. Such reinforcing or other action requested by Landlord will be at Tenant's expense and payable as additional rent within thirty (30) days of written demand.

5.3.4 Tenant's use of electrical current may not exceed the capacity of installations at the Premises existing as of the Effective Date. Tenant may not alter any wiring installations or other electrical facilities without Landlord's prior written consent.

5.3.5 Tenant shall not do, or permit its Invitees to do, in or about the Property, the Building, or the Premises anything which will in any way obstruct or interfere with the rights of other occupants of the Building, or injure or unreasonably annoy them.

5.3.6 Tenant shall not use, or allow its Invitees to use, the Premises for any improper, immoral, unlawful or objectionable purpose.

5.3.7 Tenant shall not cause or maintain, or permit its Invitees to cause or maintain, any nuisance in, on or about the Property, the Building, or the Premises, or commit or suffer to be committed any waste in, on or about the Property, the Building, or the Premises.

5.3.8 Tenant shall not use, or permit its Invitees to use, the Property, the Building, or the Premises for any activity that produces any noise or sound that is objectionable due to intermittence, beat, frequency, vibration, shrillness or loudness; noxious odor; noxious, toxic, caustic or corrosive fuel or gas.

5.3.9. Tenant shall not treat, handle, use, generate, manufacture, store, or dispose of, and shall not permit its Invitees to treat, handle, use, generate, manufacture, store, or dispose of, any Hazardous Substances or Medical Waste in, on or about the Property, the Building, or the Premises, except as specifically described or permitted in Sections 11.4 and 11.5 hereof.

6. ALTERATIONS.

The Goode Van Slyke Building has submitted for, and was approved for, all three parts of the National Landmark Status with the National Parks and Recreation Department of the United States. As such, any modifications to the space, should they occur, need to be submitted to GVSA to determine whether they, in turn, need to be submitted to the National Parks Service for review and acceptance prior to the renovation commencing.

6.1 Alterations. Tenant shall not make, suffer or permit to be made any other material alterations, additions, or improvements to the Premises, or attach any material fixture or equipment thereto (the “**Tenant Improvements**”), without first obtaining the prior written consent of Landlord. An alteration, addition, or improvement shall be deemed “**material**” under this Section if such alteration, addition, or improvement (i) costs, in the aggregate for the project, in excess of \$5,000, or (ii) affects the structure of the Building or any mechanical, HVAC, electrical, plumbing, life safety or other Building system, or (iii) both (i) and (ii). Tenant hereby assigns to Landlord all warranties, guarantees and indemnities, express or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder with respect to the Tenant Improvements and any other approved alterations to the Premises, which assignment shall be effective upon the expiration or earlier termination of this Lease, to the extent that any warranties, guaranties, and indemnities expressed or implied, or similar rights are in existence. Tenant and any contractor and builder of the Tenant Improvements or other approved alterations shall provide the certificates of insurance required herein and shall abide by all Rules and Regulations and Laws. Tenant shall ensure that all Tenant Improvements are conducted in a good and workmanlike manner in accordance with all Laws and the provisions of Sections 6.3 and 6.4 hereof, and in a manner that does not unreasonably disturb other tenants of the Building. Upon termination or expiration of this Lease, all remaining warranties, guarantees, indemnities, and similar rights shall

automatically revert to Landlord.

6.2 Disposition of Alterations Upon Termination. All erections, alterations, additions, fixtures and improvements, whether temporary or permanent in character (excepting only the movable furniture, shelving and personal property of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall remain upon the Premises at the expiration or other termination of the Term.

6.3 Contractors. Tenant shall cause its agents, contractors and subcontractors performing any permitted or approved alterations to the Premises, including the Tenant Improvements, to carry and provide proof of insurance in compliance with Section 14 of this Lease.

6.4 Liens. Tenant shall at all times keep the Premises, the Building, and the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including the Tenant Improvements. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises, the Building, and the Property from such liens. Should any such lien or claim of lien be filed or recorded, Tenant shall bond against or discharge the same within thirty (30) days after notice of such lien or claim of lien is received by Tenant and shall promptly notify Landlord in writing upon receipt of any such notice or claim of lien.

6.5 Signage. Landlord agrees to provide signage at the main entrance of the Premises and to provide suite numbers on the doors of the Premises that abut a Common Area. At Tenant's expense, Tenant may install one (1) additional business identification sign at each remaining door of the Premises. All signs must be in compliance with all applicable Laws, Rules and Regulations, and subject to prior approval by Landlord in Landlord's reasonable discretion.

7. REPAIRS BY TENANT.

During the Term, Tenant shall maintain the Premises in good order and repair, subject to normal wear and tear and casualty. Tenant shall be responsible for performing all maintenance of the Tenant Improvements, with the exception of those repairs for which Landlord is expressly made responsible as set forth in Section 8 hereof.

8. REPAIRS BY LANDLORD.

Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the Building (excluding the exterior of the Premises, and those portions of the Building leased to other tenants), including without limitation the Common Areas and landscaped areas, roof, foundations, mechanical, HVAC, plumbing, elevators and electrical systems, and the structure itself. Tenant agrees to use its best efforts to pursue any warranties, guarantees and indemnities, expressed or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder, that may be in existence during the term this Lease, with respect to repairs to the Tenant Improvements

and any other approved alterations to the Premises performed by Tenant. In addition, Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the exterior walls, doors, corridors and exterior windows of the Building. Notwithstanding the foregoing, the cost of any repairs or maintenance to the foregoing necessitated by the willful intentional acts or omissions, negligence or gross negligence of Tenant or its Invitees or assignees shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice. Landlord shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to report such condition shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such condition. Any such charges incurred by Landlord shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice.

9. UTILITIES; SERVICES.

9.1 Utilities. Landlord shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Premises during the Term and permitted renewal terms, including any deposits required by any utility company. Tenant shall be solely responsible for and shall timely pay all charges for telephone, internet, cable, and any other such service to the Premises, including any deposits required by any provider of the same. Landlord shall not be liable to Tenant for any cessation of or interruption in utilities or utility services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord.

9.2 Services. Landlord shall provide pest control services to the Common Areas. Tenant shall be responsible for janitorial services and pest control services to the Premises. Landlord shall not be liable to Tenant for any cessation of or interruption in services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall remove all trash from the Premises and deposit the same in the designated dumpster outside the Building.

10. TENANT REPRESENTATIONS AND WARRANTIES.

Tenant represents and warrants to Landlord as of the Effective Date as follows:

10.1 Permits. Tenant possesses all applicable business Permits required by all applicable Laws for the operation of Tenant's business at the Premises. All persons performing medical and healthcare services at the Premises are licensed, certified, or permitted, under applicable Law, to perform the medical or healthcare services provided at the Premises. All persons performing medical or healthcare services at the Premises shall maintain, at no cost to Landlord, any Permit required under applicable Laws. All personnel performing services at the Premises shall provide services solely within the scope of their applicable Permit or as permitted by applicable Law.

10.2 Condition of Premises. Tenant accepts the Premises in their "AS-IS",

“WHERE- IS”, and “WITH ALL FAULTS” condition on the Effective Date and specifically and expressly without any warranties, representations, or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Landlord, including without limitation, any warranty of condition, merchantability, or fitness for a particular use. Tenant further acknowledges that Tenant has inspected and knows the condition of the Premises, that Landlord does not guarantee or warrant the safety and security of the Property, the Building, or the Premises, and that Tenant and its Invitees are responsible for their own safety and security.

10.3 Independent Contractual Obligations of Tenant; No Joint Venture. Landlord is not a party to and has no liability with respect to any agreement between Tenant and a third party for products or services supplied or rendered by Tenant at the Premises or otherwise. Tenant represents and warrants that Landlord, in its capacity under this Lease, is not Tenant’s “Business Associate,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, 45 CFR 164.502, et seq. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LANDLORD BE CONSTRUED OR HELD BY VIRTUE OF THIS LEASE OR OTHERWISE TO BE AN EMPLOYER, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF TENANT IN THE CONDUCT OF TENANT’S BUSINESS, NOR SHALL LANDLORD BE LIABLE FOR ANY DEBTS OR LIABILITIES INCURRED BY TENANT IN THE CONDUCT OF TENANT’S BUSINESS. TENANT IS NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LANDLORD.

11. TENANT COVENANTS. Tenant hereby covenants and agrees as follows:

11.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for the operation of Tenant’s business at the Premises.

11.2 Tenant shall not make any alterations, additions, or improvements to the Premises other than any approved alterations, additions, or improvements pursuant to Section 6 hereof.

11.3 Tenant shall comply with the Rules and Regulations and all Laws regarding the use and occupancy of the Premises.

11.4 Neither Tenant, nor any of Tenant’s Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Substances. Tenant shall, only to the extent permissible by law, be responsible for contamination caused by Tenant during the term of its tenancy period (or those of its invitees, employees, contractors or agents). In no event, shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant. Tenant shall not be responsible for environmental contamination of the Premises or Building by any Hazardous Substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the

extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Substances, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

11.5 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Medical Waste, except for such de minimus quantities as are typically treated, handled, used, generated, manufactured, stored, or disposed of in performance of the services described in Section 5.1 of this Lease and in accordance with all applicable Laws and Permits. Tenant shall properly train its employees and independent contractors in the proper labeling, handling, storage, and disposal of Medical Waste, and shall not dispose of any Medical Waste in common disposal containers at the Building or the Property.

12. LANDLORD COVENANTS; WARRANTIES AND REPRESENTATIONS.

Landlord covenants, warrants and represents, and agrees as follows:

12.1 Landlord is the owner in fee simple of the Premises and will not transfer its interest in the Premises without first giving sixty (60) days prior notice to Tenant.

12.2 Landlord has the full power, right and authority to enter into and execute this Lease.

12.3 Those persons whose signatures are hereinafter evidenced on this Lease on behalf of Landlord are duly authorized signatories of Landlord, fully empowered to commit and bind Landlord to those certain terms, covenants and conditions set forth herein for the Term of this Lease.

12.4 Landlord shall be solely responsible for the cost and timely performance of remediation of any Hazardous Substances which were caused by Landlord prior to the commencement of this Lease or during the term of this Lease. Tenant shall not be responsible for the release of any Hazardous Substances caused by Landlord on the Premises or Building as defined by the following statutes, but limited thereto: Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.) and all present or future regulations thereto; Department of Transportation Hazardous Materials Table (49 C.F.R. Part 172); and amendments thereto.

12.5 To Landlord's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting Landlord or the Premises which would prevent Landlord from meeting any of its obligations under this Lease or adversely affect Tenant's use or occupancy of the Premises or prohibit Tenant from developing or operating the Premises.

12.6 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable

and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. LANDLORD'S RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at all hours during the Term for inspection, maintenance, and repair, and with twenty- four (24) hours advance notice when possible with prospective tenants (and in emergencies at all times). Specifically, Landlord shall have the right to inspect the Premises and to engage an environmental specialist to confirm compliance with all applicable environmental Laws regarding the labeling, handling, storage, and disposal of biological or infectious waste materials. Except in the case of an emergency, Landlord shall endeavor to provide advance notice to Tenant of such entry; however, failure to provide such notice shall in no event constitute a default of Landlord hereunder. In the event of an emergency, or if otherwise necessary to prevent injury to persons or damage to property, such entry to the Premises may be made by reasonable force without any liability whatsoever on the part of Landlord for any resulting damage. Landlord will use reasonable efforts to minimize disruption to Tenant's business while inspecting, maintaining and/or repairing the Premises as provided herein.

14. RISK OF LOSS. All personal property, fixtures, and inventory located in or about the Premises belonging to Tenant or any Invitee of Tenant shall be at the sole risk of Tenant and Tenant's Invitees. Landlord is not responsible for any lost, damaged, or stolen personal property of Tenant or Tenant's Invitees. Landlord is not responsible for damage or injury to Tenant or any Invitee of Tenant or their respective property caused by fire, water, snow, frost, steam, heat, cold, dampness, falling plaster or other debris, sewers or sewage, gas, odor, noise, the bursting or leaking of pipes, plumbing, electrical wiring or equipment or fixtures of any kind, or of any other extended coverage perils, or by any act or neglect of any other person, except if such loss is the direct result of gross negligence or willful misconduct of Landlord.

15. INSURANCE.

15.2 Insurance. Tenant shall comply with the insurance requirements set forth herein during the Term. To the extent permitted by applicable Laws, Landlord reserves the right to adjust or waive any insurance requirements contained in this Lease. Tenant may self-fund its insurance requirements.

15.2.1 Evidence of Insurance Required Before Term Commences. **No use or occupancy under the Lease may be commenced until all insurance requirements contained herein, or required by applicable Laws, have been complied with by Tenant and evidence of such compliance satisfactory to Landlord as to form and content has been provided to Landlord.** As of the Effective Date, Tenant must provide Landlord with a Certificate of Insurance that clearly and unconditionally indicates that Tenant has complied with all insurance requirements set forth in this Lease.

15.2.2 Minimum Financial Security Requirements. All companies providing insurance required by this Lease must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best

& Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Tenant to Landlord certifying that all insurance requirements set forth in this Lease have been unconditionally satisfied. Companies providing insurance under the Lease must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to Landlord, Landlord shall so notify Tenant in writing, and Tenant must promptly obtain a new policy or bond issued by an insurer acceptable to Landlord and submit to Landlord evidence of its compliance with these conditions.

15.2.3 No Waiver of Liability. Tenant's failure to comply with the insurance requirements set forth in this Lease will not relieve Tenant from any liability hereunder.

15.2.4 Insurance Required for Entire Term of Lease. All insurance required by this Lease must be maintained during the entire Term. Tenant shall retain the right to satisfy any and all of the insurance obligations under this Lease by means of a self-funded plan or program.

15.2.5 Agent Acting as Authorized Representative. Each and every agent acting as authorized representative on behalf of a company affording coverage under this Lease shall warrant when signing the ACORD certificate of insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the accord certificates of insurance as evidence of such coverage. Landlord's coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions. In addition, each and every agent shall warrant when signing the ACORD certificate of insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

15.2.6 Certificate Holder. The must be named as a certificate holder on all policies of insurance required of Tenant under this Lease. All notices must be mailed to the attention of **Goode Van Slyke Properties, LLC 409 John Wesley Dobbs Ave , Atlanta, Georgia 30312** In the event that any carrier providing insurance hereunder cannot comply with the requirement of naming the **Goode Van Slyke Properties, LLC** as certificate holder, then Tenant must notify Landlord in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (5) days of any notices received from any insurance carrier providing insurance coverage under this Lease that concern the proposed cancellation or termination of coverage:

Goode Van Slyke Properties, LLC
409 John Wesley Dobbs Ave
Suite 100
Atlanta, Georgia 30312

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Tenant shall provide Landlord with evidence of required insurance prior to the Effective Date and any entry onto the Premises, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

15.2.7 Premises. The address of the Premises and name of Tenant must be referenced in the description section of the insurance certificate.

15.2.8 Additional Insured Endorsements Form CG 20 26 07 04 or equivalent. Landlord must be covered as an additional insured under all insurance (except worker's compensation and professional liability) required by this Lease and such insurance must be primary with respect to the additional insured. Subject to Tenant's right to self-fund its insurance obligations, **Tenant must submit to Landlord an additional insured endorsement evidencing Landlord's rights as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this Lease. Endorsement must not exclude the additional insured from products - completed operations coverage. Landlord shall not have liability for any premiums charged for such coverage.**

15.2.9 Self-Insured Retentions, Deductibles or Similar Obligations. Any self-insured retention, deductible or similar obligation will be the sole responsibility of Tenant.

15.2.10 Workers' Compensation and Employer's Liability Insurance. Tenant shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work for Tenant:

Workers' Compensation. **Statutory (O.C.G.A. Title 34, Chapter 9)**
Employer's Liability:
Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

Notwithstanding the foregoing, the requirements of this Section 14.2.10 shall not apply to any Tenant that employs fewer than three (3) regular employees, per O.C.G.A. § 34-9-2(a)(2).

15.2.11 Commercial General Liability Insurance. Tenant shall procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent)

in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants (if applicable)
- Additional Insured Endorsement (primary & non-contributing in favor of Landlord); and
- Waiver of Subrogation in favor of Landlord.

15.2.12 Commercial Automobile Liability Insurance. Tenant must procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles; and
- Waiver of Subrogation in favor of the City of Atlanta.

15.2.13 Builders Risk / Installation Floater. Tenant or its Contractor shall procure and maintain a policy for Builders Risk/Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Tenant or its Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to 100 percent of the value of the renovations and repairs. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

15.2.14 Personal Property Insurance. Tenant shall at all times during the Term maintain insurance for the full replacement value of Tenant's personal property, fixtures, inventory, and all contents of the Premises.

16. EVENTS OF DEFAULT; REMEDIES.

16.1 Events of Default. The happening of any one or more of the following events ("Event(s) of Default") during the Term, shall constitute a breach of this Lease on the part of

Tenant:

16.1.2 Tenant fails to pay Rent or any other amount due as required under this Lease and such failure continues for fifteen (15) days after Rent or such other amount becomes due and provided notified as such;

16.1.3 Tenant vacates or abandons the Premises;

16.2 Remedies. Upon the occurrence of any Event of Default and the notice to cure period has expired under the Lease, Landlord with or without terminating this Lease, may immediately or at any time thereafter take possession of the Premises by dispossessory suit.

16.2.1 The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided.

16.2.2 All agreements and provisions to be performed by Tenant under this Lease shall be at the sole cost and expense of Tenant and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder or violates any provision of this Lease and such failure or violation shall continue for thirty (30) days after notice thereof by Landlord, Landlord is hereby empowered and Landlord may, but shall not be obligated to, make any such payment, perform any such other act or correct any such violation on Tenant's part to be made, performed or observed under this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rental hereunder and shall be payable to Landlord within thirty (30) days after receipt of written demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

REMEDIES OF DEFAULT AVAILABLE TO TENANT

16.2.3 Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this Lease. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that prevents Tenant from providing its services from the Premises or involves present or imminent danger of injury to persons or damage to property.

16.2.4 All expenses incurred by Tenant in exercising Tenant's right to cure a Landlord default under this paragraph shall be payable by Landlord to Tenant within forty-five (45) days after written demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. Notwithstanding anything in this Lease to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents, invitees or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Tenant shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises without prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

17. VACATING PREMISES; ABANDONED PERSONAL PROPERTY.

17.1 Vacating the Premises. Upon the expiration or termination of this Lease, Tenant shall vacate and surrender the Premises and promptly remove all of its effects, personal property and equipment. Tenant shall completely repair, at Tenant's expense, any and all damage to the Premises or the Building resulting from or caused by such placement or removal by restoring the Premises and the Building to the condition when Tenant accepted the Premises as of the Effective Date, normal wear and tear and casualty excepted. The covenants and conditions of this Section survive any expiration or termination of this Lease.

17.2 Abandoned Personal Property. If Tenant fails or refuses to remove its effects, personal property or equipment from the Premises upon the expiration or termination of this Lease for any cause whatsoever, having been notified as such; such effects, personal property and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord. Tenant shall pay to Landlord within thirty (30) days of written demand any and all expenses incurred by Landlord in the removal of such property, caused by the removal of such property and all storage charges (if Landlord elects to store such property). The covenants and conditions of this Section survive any expiration or termination of this Lease.

18. HOLDING OVER.

18.1 If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease with Landlord's consent but without the execution of a new lease or any written agreement of the parties, then Tenant shall be deemed a tenant-at-will and, commencing on the date following the date of such expiration or termination, shall owe rental payments to Landlord in an amount equal to one hundred twenty-five percent (125%) times

the Rent payable by Tenant immediately preceding such expiration or termination, and shall be otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

18.2 In no event shall there be any renewal of this Lease by operation of law after the termination or expiration of this Lease.

19. NOTICES. All notices required or permitted to be given under this Lease must be in writing and delivered (i) in person, (ii) by recognized national overnight delivery service, or (iii) by registered or certified U.S. Mail, return receipt requested, postage prepaid. Any such notice will be deemed received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of recognized national overnight delivery service, on the date of deposit with such service, (iii) in the case of registered or certified mail, on the date receipt is acknowledged on the return receipt for such notice. If delivery is rejected or refused or a courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no proper notice was given pursuant hereto, then the notice will be deemed received on the first date of such rejection, refusal or inability to deliver. All such notices must be addressed to the parties at their respective addresses below or at such other address as either party may give to the other by notice in compliance with this Section.

Tenant's Notice Address:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite 6001
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street
Suite 8021
Atlanta, Georgia 30303

Landlord's Notice Address:

Goode Van Slyke Properties, LLC
409 John Wesley Dobbs
Suite 100
Atlanta, Georgia 30312
Attn: Paul Van Slyke

20. DESTRUCTION; DAMAGE; CONDEMNATION.

20.1 Notice. Tenant and Landlord agree to give each other written notice of any damage or destruction to the Premises, including damage by fire or other casualty, promptly after such damage occurs.

20.2 Total Destruction or Material Damage. If the Premises are totally destroyed or so substantially damaged as to be wholly untenable, whether by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Rent shall be accounted for as between Landlord and Tenant as of such date.

20.3 Partial Damage. If the Premises are damaged by any such casualty or closed by Landlord in the interest of public health, but not wholly destroyed or rendered wholly untenable, then Rent shall abate in proportion to the use of the Premises affected, all insurance proceeds shall be paid to Landlord, and Landlord shall proceed diligently to restore the Premises to substantially the same condition as before the damage, whereupon payment of full Rent shall recommence; provided, however, that Landlord may elect to terminate this Lease if the damage shall be so extensive that the same cannot be reasonably repaired and restored within one hundred twenty (120) days from the date of the casualty. In such event, Rent shall be apportioned and paid up to the date of such casualty.

20.4 Condemnation. If all of the Premises or improvements to the Premises are taken or condemned for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if such a part of either is taken or condemned so as to render the remainder thereof unsuitable for Tenant's purpose, this Lease shall terminate on the date that the condemning authority actually takes possession of the part condemned in the same manner as if the date of such taking were the date originally fixed in this Lease as the expiration of the Term. If this Lease is not so terminated, or upon a taking not within the scope of the foregoing, Rent shall abate in proportion to the area of the Premises taken. In no event shall Tenant have any right or claim to any part of any award made to or received by Landlord for such taking, or against Landlord for the value of any unexpired Term of this Lease; provided, however, Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for any permitted renovations completed by Tenant, and removal and relocation costs. Landlord reserves, and Tenant grants to Landlord, all other rights which Tenant may have for damages or injury to the Premises for any taking or eminent domain.

21. MISCELLANEOUS.

21.1 Entire Agreement. This Lease and the Exhibits attached hereto contain the entire

agreement of the parties hereto, and no other representations, inducements, promises or agreements between the parties, oral or otherwise, not embodied herein, will be of any force or effect. This Lease may not be modified except by written agreement signed by the parties hereto. No consent or approval of Landlord will be effective for any purpose unless Landlord executes a written instrument setting forth such consent or approval.

21.2 Headings. The section headings in this Lease are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Lease.

21.3 No Waiver. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

21.4 No Recordation. Neither this Lease nor any memorandum or short form thereof shall be recorded in any public records.

21.5 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Lease.

21.6 Encumbrances; Assignment and Subleasing. Tenant shall not mortgage, pledge, or otherwise encumber the Property, the Building, the Premises, this Lease or any interest herein or any right or privilege appurtenant thereto, and any mortgage or encumbrance so made shall be null and void. Tenant may not sublease all or any portion of the Premises or assign this Lease without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant may with the written consent of the Landlord, assign its lease interests to an alternate Fulton County user department, which consent will not be unreasonably withheld. Any sublease or assignment made without Landlord's prior written consent shall be null and void ab initio. The provisions of this Lease will bind and inure to the benefit of Landlord and Tenant and their respective permitted successors, heirs, legal representatives, and assigns.

21.7 Force Majeure. Each of Landlord and Tenant shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such party.

21.8 Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof which may now or hereafter affect Landlord's interest in the fee title to the Premises. In confirmation of such subordination, Tenant shall, upon demand, at any time, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be reasonably

requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof.

21.9 Attornment. If the holder of any mortgage, deed to secure debt, deed of trust, bond indenture, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon any such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease.

21.10 Estoppel. At any time and from time to time, Tenant, on or before the date specified in a request therefor made by Landlord, which date shall not be earlier than twenty (20) days from the making of such request, shall execute, acknowledge and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord a certificate (in a form to be reasonably required by Landlord) setting forth the Rent Commencement Date, expiration date of the Term, and the current amount of the monthly Rent, if any, payable hereunder, and stating whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing events of default on the part of any party hereunder to the knowledge of such party and specifying the nature of such events of default, if any; and (iv) the date through which Rent has been paid. Any such assignee, mortgagee or other party may rely upon the certificate delivered by Tenant hereunder.

21.11 Severability. If any clause or provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Lease and the unaffected terms and provisions shall remain in full force and effect.

21.12 Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as independent covenants of Tenant, not dependent on any other provisions of this Lease.

21.13 Modification. This Lease may be modified or amended only by written agreement signed by both parties.

21.14 Construction; Opportunity to Consult with Counsel. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Lease to be drafted. Tenant has carefully read this Lease and understands it. Tenant executes this Lease as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

21.15 Time of Essence. Time is of the essence in the performance of this Lease and all covenants and provisions contained herein.

21.16 Counterparts; Facsimile Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Lease, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

21.17 Authority. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute this Lease on behalf of Tenant, and that Tenant has full right and authority to execute and deliver this Lease.

21.18 Exhibits. The following Exhibits are attached hereto and made a part of this Lease by this reference:

Exhibit "A" – Floor Plans of Premises

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

TENANT:

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:

Y. Soo Jo, County Attorney

[Signatures continue on following page]

**LANDLORD: Goode Van Slyke
Properties, LLC, a Georgia
limited liability company**

By: _____
Name: Paul Van Slyke

Exhibit A
Floor Plans of Premises



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0779

Meeting Date: 11/20/2024

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 859 square feet to Fulton County, Georgia, from Society of Saint Pius X of ATL, Inc., for the purpose of constructing the St. Michael's Catholic Church Project at 715 Hardscrabble Road, Roswell, Georgia 30075.

Requirement for Board Action

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

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Request approval of a Water Vault Easement Dedication of 859 square feet to Fulton County, Georgia, from Society of Saint Pius X of ATL, Inc., owner, for the purpose of constructing the St. Michael's Catholic Church Project at 715 Hardscrabble Road, Roswell, Georgia 30075

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[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 : St. Michael's Catholic Church
Tax Parcel Identification No.: 12 1640-0313-025-8
Land Disturbance Permit No.: WRN24-087
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 11 day of September, 2024, between Society of Saint Pius X of ATL, INC., 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) 313 and 316 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

St. Michael's Catholic Church

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 11th
day of September, 20 24
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Society of Saint Pius X of ATL, INC.
CORPORATE NAME

By: [Signature]

Print Name: Fr. Christopher DANIEL

Title: Vice - president

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]



22-489

WATER EASEMENT

All that tract or parcel of land lying and being in Land Lots 313 & 316, 15th District, 2nd Section, City of Roswell, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a ½" rebar found at the corners common to Land Lots 312, 313, 316 & 317;

THENCE, N 02°11'13" E a distance of 43.70' to a ½" rebar set at the northerly right-of-way of Coleman Drive (40' right-of-way); said ½" rebar set being the POINT OF BEGINNING.

THENCE, along the northerly right-of-way of Coleman Drive, S 88°57'47" W a distance of 25.88' to a point;

THENCE, continuing along the northerly right-of-way of Coleman Drive, S 88°57'47" W a distance of 40.19' to a point;

THENCE, leaving the northerly right-of-way of Coleman Drive, N 00°47'33" E a distance of 11.00' to a point;

THENCE, N 88°57'47" E a distance of 11.34' to a point;

THENCE, N 01°02'13" W a distance of 14.71' to a point;

THENCE, N 88°57'47" E a distance of 28.50' to a point;

THENCE, S 01°02'13" E a distance of 25.70' to a point; said point being the POINT OF BEGINNING.

Said property containing 859 SF



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0780

Meeting Date: 11/20/2024

Department

Library

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

Request approval of a Memorandum of Understanding (“MOU”) by and between Visual Artist Charly Palmer, Fulton County on behalf of the Auburn Avenue Research Library and the Atlanta-Fulton Public Library Foundation for the creation of an original artwork to commemorate AARL’s 30th Anniversary. This agreement shall remain in effect from the date of execution.

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

Pursuant to Fulton County Code Sec. 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law. Further, pursuant to O.C.G.A. Sec. 36-10-1, all contracts entered into by the county governing authority with other persons on behalf of the county shall be in writing and entered on its minutes.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

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

AARL is celebrating its 30th anniversary and proposes commissioning artist Charly Palmer to create an original art piece that captures the essence of AARL's rich heritage and significance. The County

and Foundation seek to use an image created by artist Charly Palmer for fund raising and promotional purposes related to their cultural and educational programs. The artwork will depict a vibrant collage of historical moments, iconic figures, and symbols representing Atlanta's African American culture and knowledge. It will celebrate AARL's role as a beacon of learning, community, and empowerment on Auburn Avenue.

Scope of Work:

- The painting will serve as the centerpiece for a limited-edition library card (1000 cards).
- Charly Palmer has agreed to personally sign and number 500 cards for distribution.
- The first 500 will be signed and numbered and the additional 500 will not.
- During the month of September 2024 (American Library Association's Library Card Signup Month), new cardholders will receive this special card free of charge, while available.
- The library card will be distributed through the Auburn Avenue Research Library, The Central Library, and at various community libraries to be determined later.
- Existing cardholders can replace their standard FCLS cards for the library system's established \$1 replacement fee, allowing them to own a piece of AARL's history.
- The original artwork will be added to the Auburn Avenue Research Library on African American Culture and History's archival art collection.

Community Impact: This gives citizens a unique opportunity own a piece of history with a one of a kind design. This also increases citizen engagement and allows patrons a glimpse at the uniqueness of the Auburn Library.

Department Recommendation: The Department recommends approval of this MOU.

Project Implications: There are no project implications

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no departmental issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

No funding impact related to this item.

Memorandum of Agreement for Commemorative Artwork

This Memorandum of Agreement (“MOA”) is entered into by and between Visual Artist Charly Palmer (hereinafter referred to as “Artist”), Fulton County, GA Fulton County, Georgia, on behalf of the Auburn Avenue Research Library on African American Culture and History (hereinafter referred to as “AARL”), a division of the Fulton County Library System (FCLS)(hereinafter referred to as “the County”), and the Atlanta-Fulton Public Library Foundation (hereinafter referred to as “the Foundation”) for the creation of an original artwork to commemorate AARL’s 30th anniversary. The basic conditions of this Agreement are as follows:

Overview and Purpose:

AARL is celebrating its 30th anniversary and proposes commissioning artist Charly Palmer to create an original art piece that captures the essence of AARL’s rich heritage and significance. The County and Foundation seek to use an image created by Artist for fundraising and promotional purposes related to their cultural and educational programs.

Artwork Description:

- Title: TBD
- Medium: TBD
- Dimensions: TBD

Concept:

The artwork will depict a vibrant collage of historical moments, iconic figures, and symbols representing Atlanta’s African American culture and knowledge. It will celebrate AARL’s role as a beacon of learning, community, and empowerment on Auburn Avenue.

Special Edition Library Card & Distribution:

- The painting will serve as the centerpiece for a limited-edition library card (1000 cards).
- Charly Palmer has agreed to personally sign and number 500 cards for distribution.
- The first 500 will be signed and numbered and the additional 500 will not.
- During the month of September 2024 (American Library Association’s Library Card Signup Month), new cardholders will receive this special card free of charge, while available.
- The library card will be distributed through the Auburn Avenue Research Library, The Central Library, and at various community libraries to be determined later.
- Existing cardholders can replace their standard FCLS cards for the library system’s established \$1 replacement fee, allowing them to own a piece of AARL’s history.
- The original artwork will be added to the Auburn Avenue Research Library on African American Culture and History’s archival art collection.

Impact:

- The artwork will enhance AARL's visual identity and deepen its connection with the community. It will inspire library visitors, celebrate African American culture, and encourage lifelong learning.
- AARL believes that Mr. Charly Palmer's artistic vision will beautifully encapsulate AARL's legacy. This special library card would allow AARL to honor our shared history and create a lasting tribute to knowledge, culture, and community.

Term:

This Agreement shall remain in effect from the date of execution September 30, 2024.

Delivery: The Artist will deliver the artwork to the Foundation on or before September 15, 2024.

Commission and Payment: The Foundation agrees to pay a one-time fee of \$10,000 ten thousand dollars (\$10,000 upon execution of this Agreement) to Charly Palmer as an artist for hire for the creation of the original art piece. This amount reflects the artist's talent, dedication, and the significance of the occasion.

Donation: Upon completion, the Foundation will donate the artwork to the County, and specifically to the Fulton County Library System on behalf of the Auburn Avenue Research Library.

Archival Collection: Upon receipt of the completed artwork, the donated artwork will be added to the archival art collection at the Auburn Avenue Research Library on African American Culture and History.

Rights Granted:

Artist grants the County and the Foundation non-exclusive rights and license to use the artwork and images of the artwork in perpetuity for the following purposes:

- Library -related fundraising campaigns
- Library-related promotional materials (including brochures, posters, and online content)
- Library-related social media posts
- Library-related event invitations
- Historical and/or educational purposes

These rights survive the termination of this Agreement.

Attribution:

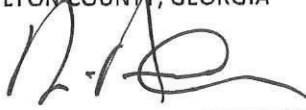
The County and the Foundation agree to credit Artist as the creator of the image in all materials where it is used.

Indemnification:

Artist agrees to indemnify and hold harmless the County and the Foundation from any claims arising out of the use of the image.

Signatures:

FULTON COUNTY, GEORGIA



Richard Anderson, County Manager

APPROVED AS TO FORM



Office of the County Attorney

ATLANTA-FULTON PUBLIC LIBRARY FOUNDATION



Atlanta-Fulton Public Library Foundation Executive Director

Date: 8/22/24

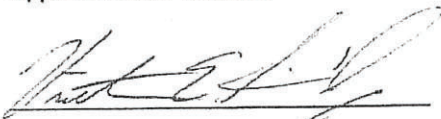
ARTIST

Charly Palmer

Charly Palmer - Artist

Date: 8/16/2024

Approved as to Content:



Auburn Avenue Research Library Administrator

Date: 8-19-2024

Gayle H. Holloman

Fulton County Library System Executive Director

Date: 09/09/2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0781

Meeting Date: 11/20/2024

Department

Senior Services

Requested Action

Request approval to increase the spending authority - Senior Services, 21RFP000027A-CJC, Senior Transportation Services in an amount not to exceed \$321,577.55 with Transdev Incorporated (East Point, GA) to provide transportation services for Senior Services and Behavioral Health programs. This agenda item is 100% grant funded. These grant funds will be used between January 1, 2024 and December 31, 2024. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, changes within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Board of Commissioners approved to renew the Transdev contract at \$6,780,913.83 on December 20, 2023 (Agenda Item #23-0909). This aligned with the agreed upon Contract Renewal terms. This requested action is to amend the contract to account for additional grant funding that was awarded by the Atlanta Regional Commission in an amount not to exceed \$321,577.55. This funding is not recurring.

Scope of Work: The services provided under this renewal support two (2) Fulton County Departments: Senior Services and Behavioral Health & Developmental Disabilities. The services are provided to the 14 Fulton County Neighborhood Senior Centers, 4 adult day health centers, multipurpose facilities and 3 training centers serving developmentally disabled program participants. The service also includes non-emergency medical appointments, dialysis, and group and center field trips for the Neighborhood Senior Centers.

Community Impact: The services provide transportation to approximately 1,800 Fulton County eligible seniors and developmentally disabled participants.

Department Recommendation: The Department recommends approval.

Project Implications: The Senior Transportation Service has proved vital to the lives of over 1,800 participants who rely on this service. This service has allowed for eligible Fulton County seniors to make necessary trips in connection to community support, health management and essential appointments and needs. Transportation is the conduit to connect seniors to daily living activities and life enrichment services. Additionally, senior transportation services provide much needed engagement to developmentally disabled citizens in the areas of training, skills building and appointments

Community Issues/Concerns: If not renewed, over 1,800 eligible seniors will not have transportation to the services needed to maintain and manage their health, connect to community support programs and developmentally disabled participants will not be able to acquire the skills and training needed to be productive citizens within the County.

Department Issues/Concerns: Senior transportation is the top requested service from senior residents. The program is an intervention strategy to provide access to services necessary to seniors and enables them to age in place. If the contract is not renewed, then seniors will experience an interruption and termination of transportation services.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0443	6/15/2022	\$6,287,324.68
Renewal No. 1	22-0929	12/21/2022	\$6,386,735.47
Renewal No. 2	23-0909	12/20/2023	\$6,780,913.83
Amendment No. 1			\$321,577.55
Total Revised Amount			\$19,776,551.53

Contract Compliance Information

Contract Value: \$321,577.54

Prime Vendor: Transdev, Incorporated
Prime Status: Non-Minority
Location: Lombardi, IL
County: DuPage County
Prime Value: \$290,384.53 or 90.30%

Subcontractor: Vectour Transportation Group
Subcontractor Status: African American Male Business
Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$2,283.20 or 0.71%

Subcontractor: Banneker Energy
Subcontractor Status: African American Male Business
Enterprise
Location: Duluth, GA
County: Gwinnett County
Subcontractor Value: \$27,719.98 or 8.62%

Subcontractor: Blue Goose Uniforms, Inc.
Subcontractor Status: African American Male Business
Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$385.89 or 0.12%

Subcontractor: TWD, Inc.
Subcontractor Status: African American Male Business
Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$803.94 or 0.25%

Total Contract Value: \$321,577.55 or 100.00%
Total Certified Value \$31,193.02 or 9.70%

Exhibits Attached

Exhibit 1: Contractor Performance Report
Exhibit 2: Amendment no 1

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$6,287,324.68
Previous Adjustments:	\$13,167,649.30
This Request:	\$321,577.55
TOTAL:	\$19,776,551.53

Grant Information Summary

Amount Requested:	\$355,624.64	<input type="checkbox"/>	Cash
Match Required:	\$19,651.76	<input type="checkbox"/>	In-Kind
Start Date:	July 1, 2023	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	\$259,849.80	<input type="checkbox"/>	Cash
Match Required:	\$7,977.02	<input type="checkbox"/>	In-Kind
Start Date:	July 1, 2023	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:	100-183-183W-1567		

Grant Information Summary

Amount Requested:	\$210,577.55	<input type="checkbox"/>	Cash
Match Required:	\$7,977.02	<input type="checkbox"/>	In-Kind
Start Date:	July 1, 2023	<input type="checkbox"/>	Approval to Award
End Date:	June 30, 2024	<input type="checkbox"/>	Apply & Accept
Match Account \$:	100-183-183W-1567		

Grant Information Summary

Agenda Item No.: 24-0781

Meeting Date: 11/20/2024

Amount

Requested:\$355,62

4.64 Cash

Match Required: \$19,651.76

Start Date: July 1, 2024

End Date: June 30, 2025

Match Account \$: 100-183-183W-1567

In-Kind

Approval to Award

Apply & Accept

Grant Information Summary

Amount

Requested:\$509,07

0.55 Cash

Match Required: \$15,954.04

Start Date: July 1, 2023

End Date: June 30, 2024

Match Account \$: 100-183-183W-1567

In-Kind

Approval to Award

Apply & Accept

Fiscal Impact / Funding Source

Funding Line 3:

461-183-AR24-1160, Grants, Senior Services, Professional Services, \$111,000.00

Funding Line 4:

461-183-ARCA-1160, Grants, Senior Services, Professional Services, \$210,577.55

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

Overall Contractor Performance Rating: 75

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/2/2024

Report Period End:
10/1/2024

Performance Evaluation Details

ID	E10
Project	Senior Transportation Services
Project Number	21RFP000027A-CJC
Supplier	Transdev Services, Inc.
Supplier Project Contact	W.C. Pihl (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/02/2024 to 10/01/2024
Effective Date	10/04/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/04/2024 10:26 AM EDT
Completion Date	10/04/2024 10:26 AM EDT
Evaluation Score	75

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating

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

Comments

Not Specified

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

We are still struggling with drop off and pick up times for our dialysis patients. Clients in the northern area of Fulton are still experiencing drop off and pick up time issues as well to centers and appointments.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

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

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

10/20

Rating

Needs Improvement: Minor issues with compliance took a long time to resolve and/or required multiple interventions to resolve the issue to the the User Department's satisfaction.

Comments

We have had several safety concerns with passengers as of late. Some incidents have resulted in passenger injuries.

GENERAL COMMENTS

Comments

Not Specified

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Transdev Services, Inc.

Contract No.: 21RFP000027A-CJC, Senior Transportation Services

Address: 720 E Butterfield Road, Suite 300
City, State Chicago, IL 60148

Telephone: (630)-571-7070

Email: wc.pihl@transdev.com

Contact: W.C. Pihl
Senior Vice President Business Development

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Transdev Services Inc, to provide Senior Transportation Services, dated July 1, 2022 on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the existing contract for the allocation of additional non-recurring grant funding to increase the spending authority; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the ___day of _____, 20__, between the County and Common Courtesy, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide senior transportation services.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$321,577.55 (Three Hundred Twenty One Thousand Five Hundred Seventy Seven Dollars and Fifty Five Cents).
3. **LIABILITY OF COUNTY:** This Amendment 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 Chair to the Commission, attested to by the Clerk

to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment 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

CONSULTANT:
TRANSDEV SERVICES, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Ladisa Onyiliogwu
Director, Department of Senior
Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0782

Meeting Date: 11/20/2024

Department

Public Works

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

Request approval to extend an existing contract - Public Works Department, 21RFP131557K-DB, Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Generator System Project with the Georgia Power Company (Atlanta, GA) for an extension of time only to continue to provide installation and testing for power generation facilities at the Big Creek WRF at no additional cost. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The Fulton County Board of Commissioners awarded a contract to the Georgia Power Company ("Georgia Power") in the amount of \$12,879,472.00 through Agenda Item No. 22-0063 at the January 19, 2022 meeting to provide design/build services for the power generation system at the Big Creek Water Reclamation Facility. Public Works Staff anticipated

additional coordination would be required between the Joint Venture managing the overall project and Georgia Power to ensure everything within the scope of work would be completed as it related to the overall project schedule. This Agenda Item is the result of those continued conversations and the understanding between Public Works Staff, the Joint Venture, and Georgia Power.

Scope of Work: This request is for a time-only extension to contract 21RFP131557K-DB with no changes to the current scope of work or contractual expectations. Approval of this extension will align all remaining activities under the contract with the overall schedule for the Big Creek Upgrade/Expansion and will allow for testing under typical flow conditions and loading.

Community Impact: There are no immediate impacts to the community anticipated from this action item.

Department Recommendation: The Public Works Department recommends approval of this Item.

Project Implications: This extension will allow the Georgia Power contract to align with the overall project schedule for the Big Creek Upgrade/Expansion and move the anticipated completion date from November 4, 2024 to March 21,2025.

Community Issues/Concerns: No community issues or concerns with this item have been identified.

Department Issues/Concerns: Completing the Big Creek WRF expansion and upgrade will become extremely difficult if this action is not approved. Georgia Power has several items within the scope of work that have not been completed. Testing on the installed equipment and additional safety related items have also not been completed. Georgia Power’s work provides all of the primary and auxiliary power required to operate the plant. Ensuring this work has been completed and provides sufficient power to adequately continue the treatment process is required for a successful project.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0063	1/19/2022	\$12,879,472.00
Amendment No. 1	Code 102-364	1/03/2024	\$.00
Amendment No. 2	Code 102-364	4/11/2024	\$.00
Amendment No. 3	24-0349	5/15/2024	\$.00
AMENDMENT NO. 4			\$.00
Total Revised Amount			\$12,879,472.00

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

Contract Value: Time Extension

Prime Vendor: Georgia Power Company

Prime Status: Non-Minority

Location: Atlanta, GA

Agenda Item No.: 24-0782

Meeting Date: 11/20/2024

County: **Fulton County**
Prime Value: **Time Extension**

Total Contract Value: **Time Extension**
Total Certified Value: **0.00**

Exhibits Attached

Exhibit 1: Extension Agreement to Form of Contract
Exhibit 2: Performance Evaluation

Contact Information

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$12,879,472.00
Previous Adjustments:	\$0.00
This Request:	\$0.00
TOTAL:	\$12,879,472.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S158: Water & Sewer R&E, Public Works, Big Creek Generator

Key Contract Terms

Agenda Item No.: 24-0782

Meeting Date: 11/20/2024

Start Date: Upon BOC Approval	End Date: 137 Days from BC Approval
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/9/2024

Report Period End:
8/8/2024

EXTENSION NO. 4 TO FORM OF CONTRACT

Contractor: **Georgia Power Company**

Contract No.: **21RFP131557K-DB, Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Generator System Project**

Address: **241 Ralph McGill Blvd., NE, BIN #10210**
City, State **Atlanta, GA 30308**

Telephone: **770-364-8631**

Email: jmzerkus@southernco.com

Contact: **Jimmy Zerkus**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Georgia Power Company to perform Design/Build services for the Big Creek Water Reclamation Facility (WRF) Standby Generator System dated January 19, 2022 on behalf of the Public Works Department; and

WHEREAS, the County wishes to extend the subject contract to better align with the overall Big Creek project schedule, with all items and conditions unchanged, through March 21, 2025 or until final completion as determined by the County; and

WHEREAS, additional full load testing of the supplemental power generation facilities and post construction coordination activities need to be completed; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension No.4 was approved by the Fulton County Board of Commissioners on _____ of _____ 2024

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 4 to Form of Contract is effective as of the 20th day of November 2024, between the County and Georgia Power Company, who agree that all Services specified will be performed in accordance with this Extension No. 4 to Form of Contract and the Contract Documents for an additional 137 days of extension time with the contract ending as of the 21st of March 2025 or until final completion as determined by the County.

1. **COMPENSATION:** The services to be performed by the Contractor during this

Extension No. 4 to Form at no additional cost, this is a time extension only.

3. **LIABILITY OF COUNTY:** This Extension No. 4 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 4 TO FORM OF CONTRACT:** Except as modified by this Extension No. 4 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

CONTRACTOR:

GEORGIA POWER COMPANY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Jimmy C. Dooley,
Solutions Sales Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Notary Public

(Affix County Seal)

County: _____

Commission Expires: _____

(Affix Notary Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E4
Project	Design/Build Services for Big Creek Water Reclamation Facility (WRF) Standby Gen
Project Number	21RFP131557K-DB
Supplier	Georgia Power Company
Supplier Project Contact	Lark Joyner (preferred language: English)
Performance Program	Construction Services
Evaluation Period	05/09/2024 to 08/08/2024
Effective Date	09/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/12/2024 04:46 PM EDT
Completion Date	09/12/2024 04:46 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE

20/20

Rating
Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments
The Georgia Power Company has met or exceeded the County's expectations with regards to schedule. They consistently delivered ahead of the expected schedule.

BUDGET MANAGEMENT

20/20

Rating
Outstanding: Reasonable pricing on Scope Changes and processed in an expedited manner. Outstanding cost control. Changes in project scope outside of the consultant's control are identified quickly, with consideration given to the financial and budget implications. Scope changes submitted quickly with thorough rational and fair costing.

Comments
Georgia Power Company demonstrated exceptional budget management, maintaining strict control without any signs of scope creep that could have impacted the overall budget.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating
Excellent: Commendable Project Management that exceeds in some areas.

Comments
Not Specified

COST CONTROL

20/20

Rating
Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments
Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating
Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments
Not Specified

GENERAL COMMENTS

Comments
This office recommends the continued utilization of The Georgia Power Company.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0783

Meeting Date: 11/20/2024

Department

Emergency Services

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

Request approval of a Memorandum of Understanding between Fulton County and Douglas County for the provision of Back-Up 911 Service effective upon BOC approval through December 31, 2024, with five (5) renewal options ending December 31, 2029.

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

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

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.)*

Request approval to enter into a Memorandum of Understanding (MOU) with Douglas County for Back-Up 911 Service. The respective emergency 911 systems are capable of receiving emergency calls and dispatching and coordinating responsive units to the scene of an emergency. Fulton County and Douglas County emergency 911 systems are a critical link in the ability to ensure that necessary emergency services are promptly provided to citizens and visitors in need. It is critical to the health, safety, and welfare of the citizens of Fulton County and Douglas County that the 911 systems serving

those jurisdictions are not impaired or otherwise taken "off line" in the event of mechanical or electrical failure, 911 center evacuation, or other events that temporarily render the 911 emergency system unusable.

Fulton County and the Douglas County desires to execute this MOU to memorialize their respective agreement and acknowledgement that in the event that either County experience a loss of 911 service, irrespective of the reason, that said 911 service shall be immediately rerouted to the jurisdiction back-up center that still has 911 capability until such time as the 911 service in the other jurisdiction is restored.

The Board of Commissioners at their meeting on September 4, 2024 (Item #24-0560), entered into a similar agreement with the City of Atlanta for the provision of Back-Up 911 Service.

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF
BACK-UP 9-1-1 SERVICE
between
FULTON COUNTY, GEORGIA and
DOUGLAS COUNTY, GEORGIA**

This agreement is made and entered into on this _____ day of _____, 2024, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the “County”), and Douglas County, Georgia, a governmental authority authorized to do business in the State of Georgia, (hereinafter “County”);

RECITALS

Whereas, both Fulton County and Douglas County control and operate 911 systems within their respective jurisdictions;

Whereas, the respective emergency 911 systems are capable of receiving emergency calls and dispatching and coordinating responsive units to the scene of an emergency;

Whereas, these emergency 911 systems are a critical link in the ability of Fulton County and Douglas County to ensure that necessary emergency services are promptly provided to citizens and visitors in need;

Whereas, it is critical to the health, safety and welfare of the citizens of Fulton County and Douglas County that the 911 systems serving those jurisdictions are not impaired or otherwise taken “off line” in the event of mechanical or electrical failure, 911 center evacuation, or other events that temporarily render the 911 emergency system unusable;

Whereas, the 911 systems in Fulton County and Douglas County are configured such that in the event of a 911 services failure, all 911 calls in a jurisdiction can be immediately re-routed to the 911-dispatch center of the other jurisdiction, such that there would be no loss in 911 service, which will establish a back-up center; and

Whereas, Fulton County and Douglas County desire to execute this Memorandum of Understanding to memorialize their respective agreement and acknowledgement that in the event that either Fulton County or Douglas County experience a loss of 911 service, irrespective of the reason, that said 911 service shall immediately be rerouted to the jurisdiction that still has 911 capability until such time as the 911 service in the other jurisdiction is restored.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, this agreement is effective upon Board of Commissioners (BOC) approval for Fulton County and Douglas County through December 31, 2024, with five (5) renewal options ending December 31, 2029, with the agreement to:

- (1) The affected Center will contact AT&T to implement the Disaster Recovery Plan and re-route 9-1-1 calls to the back-up center.

- (2) Both 9-1-1 Centers will activate their Emergency Notification systems to notify internal and external stakeholders of the transfer of services.
- (3) During the period of the outage and until the affected center personnel arrive at the back-up location, the non-affected center will receive and relay emergency and non-emergency 9-1-1 calls on behalf of the affected Center.
- (4) Calls will be relayed to the affected center via the designated telephone line or radio talk group until their personnel arrive at the back-up center.
- (5) The affected 9-1-1 center personnel will report to the back-up 9-1-1 center within 30 minutes of the loss of 9-1-1- Service.
- (6) The Back-up Center will provide facility access to the building, 9-1-1 Center, assigned workstations, and interoperable talk groups.
- (7) During the outage, the affected 9-1-1 Center will document service requests on CAD Cards.
- (8) Upon restoration of operations, the affected center will make the proper notifications and perform the appropriate catch-up operations to synchronize data in the relevant computer-aided dispatch systems.
- (9) In the event of a radio system failure, both centers agree to the utilization of the other centers' system on the designated talk group(s).

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a 30 day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. Fulton County and Douglas County reserve all available remedies afforded by law to enforce any term or condition of this Agreement. Either party shall have the right to terminate for convenience, this agreement with a 60-day notice to the other party.

INDEMNIFICATION:

It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Douglas County defend, indemnify, and hold harmless Fulton County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Fulton County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the Douglas County, its employees, officers, and agents. Fulton County shall promptly notify Douglas County of each claim, assert all statutory defenses, cooperate with Douglas County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Douglas County participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

WHEREFORE, the parties having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Soo Jo, Attorney
Fulton County Attorney's Office

Chris Sweigart, Director
Fulton County Emergency Services

DOUGLAS COUNTY, GEORGIA

ATTEST:

Romona Jackson Jones, Chairman
Douglas County Board of Commissioners

Lisa Watson, Clerk (SEAL)
Douglas County Board of Commissioners

APPROVED AS TO FORM:

County Attorney's Office

Katrina Harley, Director
Douglas County 911



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0784

Meeting Date: 11/20/2024

Department

Police

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

Request approval to award a contract without competition - Police Department, 24SSREQ1337264B-RT, Draco Gas Delivery System in the amount not to exceed \$27,375.00 with J & N Tactical Inc. (South Haven, MN) to provide a DRACO Gas Delivery System. Effective upon BOC approval for 12-month period. This is a one-time procurement.

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

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

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The purchase of this equipment will allow the Police Department to utilize non-lethal equipment for conducting law enforcement duties. The equipment to be utilized include the DRACO gas delivery system engineered, steel strong box, equipped with a dispersion fan, capable of delivering up to eight command initiated chemical canisters and up to two noise flash diversionary devices (NFDDs).

Community Impact: There is no impact to the community.

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

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.)*
Click or tap here to enter text.

Exhibits Attached

- Exhibit 1: Sole Source Justification Form - 24SSREQ1337264B-RT
- Exhibit 2: Cost Proposal
- Exhibit 3: Performance Evaluation

Contact Information

(Type Name, Title, Agency and Phone)

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

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$27,375.00
TOTAL:	\$27,375.00

Grant Information Summary

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

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

301-320-3212-1410, South Fulton Sub-District, Police, Special Operations, Equipment, \$22,500 - Pending BOC Approval of the FY2025 Budget

Funding Line 2:

301-320-3212-1408, South Fulton Sub-District, Police, Special Operations, Small Equipment \$1,750 - Pending BOC Approval of the FY2025 Budget

Funding Line 3:

301-320-3212-1302, South Fulton Sub-District, Police, Special Operations, Training, \$2,500 - Pending BOC Approval of the FY2025 Budget

Funding Line 4:

301-320-3212-1456, South Fulton Sub-District, Police, Special Operations, Postage, \$625 - Pending BOC Approval of the FY2025 Budget

Key Contract Terms	
Start Date: 11/20/2024	End Date: 11/19/2025
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: Memo

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

REQUEST INFORMATION

Request Number & Title: 24SSREQ1337264B-RT, Draco Gas Delivery Services

Department: Fulton County Police Department

Request Submitted By: Delia Dickerson

Title: Financial Administrator

Request Details: Delivery device that will allow officers to use multiple variations of chemical irritants to take individuals into custody as safely as possible.

Supplier/Source Company Name: J&N Tactical Inc.

Supplier/Source Contact Information: Jeff Herr, CEO/Founder

Description of Supplies/Services: The purchase of this equipment will allow the Police Department to utilize non-lethal equipment for conducting law enforcement duties. The equipment to be utilized include the DRACO gas delivery system engineered, steel strong box, equipped with a dispersion fan, capable of delivering up to eight command initiated chemical canisters and up to two NFDD's.

Demonstration of Contractor's Unique Qualifications: The Draco gas delivery system and equipment is a device that will enhance the Police Department's capabilities to gain voluntary compliance of individuals within a structure so they can be taken into custody safely. The Chemical irritant delivery system to include delivery and training will allow officers to gain voluntary compliance of individuals within a structure so they can be taken into custody safely. The Draco equipment is manufactured by J&N Tactical and is only available directly from the manufacturer. There is no other device on the market that meets the specific needs.

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

SECTION B

PUBLIC NOTICE

Purchasing Code Section 102-384(f) Exceptions. The following categories are exempt from the notice requirements:

- (1) A governmental agency is the only provider of the service and/or services;*
- (2) When acquiring utility services; or*
- (3) When acquiring legal services;*
- (4) Authorized or required by statute, a statute expressly authorizes or requires that the acquisition be made through another agency or from a specified source;*
- (5) The existence of limited rights in data, patent rights, copyrights, or secret processes; or similar circumstances make the supplies and services available from only one source.*

If one of the above is applicable, public notice is not required.

Date Public Notice posted on BidNet: Wednesday, October 23, 2024

Date Public Notice closed: Wednesday, November 6, 2024

REVIEW OF OFFER(S)

Were any offers received (Y/N): N

Number of offers received: 0

Respondents: N/A

Date Offers submitted to User Department for review: N/A

User Department review and recommendation: N/A

MARKET SURVEY

Results of Market Survey:

Purchasing Representative must determine that the request meets one of the following qualifying situations listed below:

- Independent research through internet searches or discussions with subject matter experts corroborated that the item is available only from one source.**
- The request demonstrated the uniqueness of the item(s) or service(s) to be procured from the proposed contractor or vendor due to compatibility, patented or proprietary system.**
- The request demonstrated and provided support of how the determination was made that the item(s) or service(s) is only available from one source (e.g. market survey results, independent research, patented or proprietary system).**
- Does not meet the requirements**

Purchasing Recommendation:

- Award Sole-Source**
- Issue PO / Contract**
- Not Awarded / Competitively Bid**



September 30, 2024

Fulton County Police Department
130 Peachtree Street SW
Atlanta, GA 30303

To Whom it May Concern:

This letter is to confirm that we are the sole manufacturer and distributor of all our patented products, including the DRACO gas delivery/breaching system and breaching tools. We have no distributors or manufacture representatives.

Should you have any questions, please feel free to contact me by either email or phone at 320-236-8228. Thanks again.

Jeff Herr
CEO/Founder
J&N Tactical Inc.

10915 Oliver Ave NW
 South Haven, MN 55382
 +13202368228
 sales@jntactical.com
 www.jntactical.com



ADDRESS

Fulton County Police Dept - GA
 Attn: Accounts Payable
 130 Peachtree Street SW
 Atlanta, GA 30303

SHIP TO

Fulton County Police Dept - GA
 Attn: Sgt Jared Olmstead
 130 Peachtree Street SW
 Atlanta GA 30030

QUOTE: 23-00310

DATE 09/30/2024

SHIP VIA

LTL

SALES REP

JJH

PRODUCT	DESCRIPTION	QTY	COST	AMOUNT
DRACO - P4	<p>DRACO gas delivery system engineered, steel strong box, equipped with a dispersion fan, capable of delivering up to eight command initiated chemical canisters and up to two NFDD's</p> <ul style="list-style-type: none"> - Engineered receiver mount which couples the DRACO gas head seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle. - DFS-8 Mechanical command initiated trigger system, with mag mounts and protective/storage case - Heavy duty, articulating, mobile base/stand for DRACO gas head - used for training, maintenance, cleaning and storage - Power cord with truck power receptacle - installation not included - to be done by customer or special order from Lenco Armor Inc. - DRACO DFS 10-Channel Controller w/remote, transmitter, mounting bracket, power cord and SKB protective storage case for remote and transmitter. System seamlessly connects to existing and new DRACO Gas Delivery Systems. - DRACO GDS engineered, heavy duty, articulating truck mount. Truck mount is bolted to the existing running boards on a Lenco Bearcat armored truck. Safety cable, w/carabineer, bottom mounting plate and hardware all included. New 2023 BH-2 - Hard surface breaching head which couples seamlessly to the existing ram bar extensions on a Lenco Bearcat armored vehicle. New for 2023 BH-2 engineered, heavy duty, angled stationary truck mount. Truck mount is bolted to the existing running boards on a Lenco Bearcat armored truck. Safety cable, w/carabineer, bottom mounting plate/hardware 	1	22,500.00	22,500.00
D-GPC	<p>DRACO - Lenco Gun Port Cover - Mil Spec .50 Caliber Rated - allows operator to run thermo tube, audio, video cables into the truck while maintaining ballistic protection for the officers</p>	1	1,500.00	1,500.00

PRODUCT	DESCRIPTION	QTY	COST	AMOUNT
DRACO-TRG	DRACO Training - MANDATORY - Classroom, nomenclature, deployment with live devices (munitions provided by agency) and training program for agency. Price included all travel costs - rental car, hotel and air fair to your training location.	1	2,500.00	2,500.00
CH-CTS-7290M	Clamp head F/CTS 7290M & 7290M-CI NFDD's. Center diameter is 1.5". J&N Clamp Head Assembly is stamped with the letter "M"	1	250.00	250.00
SHIPPING	Shipping/Handling/Insurance - Carrier FedEx	1	625.00	625.00

SUBTOTAL 27,375.00

TAX (0%) 0.00

TOTAL \$27,375.00

Accepted By

Accepted Date

INTER-OFFICE MEMORANDUM



DATE: November 7, 2024

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

FROM: W. Wade Yates, Chief of Police *WY*

SUBJECT: Contractor's Performance Report – DRACO Gas Delivery
System – 24SSREQ1337264B-RT

POLICE HEADQUARTERS • 4701 FULTON INDUSTRIAL BOULEVARD • ATLANTA, GEORGIA 30303 • 404-612-5700 • FAX 404-730-5758

The Police Department has not done business with J & N Tactical Inc. since 09/13/2012. There is not a current Contractor's Performance Report.

Request Number & Title: 24SSREQ1337264B-RT, DRACO Gas Delivery System

Contractor: J & N Tactical Inc.
10915 Oliver Avenue NW
South Haven, MN 55382

Contractor Contact Information: Jeff Herr, CEO/Founder

Phone: (320) 236-8228

If you have any questions, please contact Delia Dickerson, Financial Administrator at (404) 613-7906.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0787

Meeting Date: 11/20/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0789

Meeting Date: 11/20/2024

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

Presentation: Housing Authority of Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0790

Meeting Date: 11/20/2024

Department

Information Technology

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

Request approval to renew an existing contract - Department of Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed \$1,950,000.00 with CDW Government (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, IMacs, MS Surface Pros and supporting peripherals. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2025, through December 31, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract will provide enterprise business workstation hardware to include but is not limited to personal computers, laptops, monitors docking station and peripherals for both standard and specialty equipment. Non-standard specialty equipment includes but not limited to Toughbooks, tablets, and specific business dependent devices such as MAC and Surface Pros. This renewal also includes warranty support and imaging services from the vendor.

Scope of Work: The services of this contract are to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations to County Agencies/Department of Information Technology on an if/when needed basis.

Community Impact: Negative impact to Departments/County Agencies who provide public facing services where technology requires replacement or new devices. Constituents that may be impacted include services provided through computer access at Library’s, Senior Centers, Court Services etc.

Department Recommendation: Department recommends approval.

Project Implications: If the Board action is not approved, Departmental agencies will not be able to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary for continuity of operations and deliver services to County customers and constituents.

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: If not approved, FCIT will be unable to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary for continuity of operations and deliver services to County customers and constituents. It is critical that this item is reviewed and eventually approved.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0245	4/12/2023	\$1,431,319.61
1st Renewal	23-0944	12/20/2023	\$1,500,000.00
Amendment No. 1	24-0687	10/16/2024	\$450,000.00
2 nd Renewal			1,950,000.00
Total Revised Amount			\$5,331,319.61

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

Contract Value: \$1,950,000.00

Prime Vendor: CDW Government
Prime Status: Non-Minority
Location: Vernon Hills, IL
County: Lake County
Prime Value : \$1,950,000.00 or 100.00%

Total Contract Value: \$1,950,000.00 or 100.00%

Total Certified Value: **\$0.00 or 0.00%**

Exhibits Attached

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

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$1,431,319.61
Previous Adjustments:	\$450,000.00
This Request:	\$1,950,000.000
TOTAL:	\$5,331,319.61

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Funding provided by agencies requesting products and services - \$1,150,000.00 (Subject to availability of funding adopted for FY2025 by BOC)

Funding Line 2:

500-220-2200-A060 \$800,000.00 (Subject to availability of funding adopted for FY2025 by BOC)

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: 00	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start: 7/12/2024 **Report Period End:** 9/30/2024



CONTRACT RENEWAL AGREEMENT No. 2

DEPARTMENT: Information Technology

BID/RFP NUMBER: 22ITBC1006B-PS

BID/RFP TITLE: Fulton County PC Refresh

ORIGINAL APPROVAL DATE: April 12, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$1,950,000.00

COMPANY'S NAME: CDW GOVERNMENT INC.

ADDRESS: 75 Remittance Drive

CITY: Chicago

STATE: IL

ZIP: 60675-1515

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on [Insert approval date and Item Number].

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

CDW GOVERNMENT INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Anup Sreedharan
Sr. Manager Program Sales

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Kevin Kerrigan, CIO
Department of Information Technology

Carmen Castro
Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	October 16, 2024
Department:	INFORMATION TECHNOLOGY
Contract Number:	22ITBC1006B-PS
Contract Title:	CDW - Computer Hardware Equipment

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.

FCIT has ensured that standard equipment and peripherals are included in the contract to improve standardization and business continuity. Pricing for both standard and select specialty items is also guaranteed not to increase over the course of the contract and its renewals. Additionally, each calendar year FCIT conducts an analysis to determine and forecast County need for equipment.

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

Internet search of pricing for same product or service:

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

Explanation / Notes:

This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

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 on this contract for the previous fiscal year?

2024 \$1,496,516.06

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 the impact on your department be if this contract was not approved?

If the Board action is not approved, Departmental agencies will not be able to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary to complete tasks and deliver services to County customers and constituents.

Annette M. Wilson

October 16, 2024

Prepared by

Date

Kevin Kerrigan

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

Department Head

Date

Performance Evaluation Details

ID	E1
Project	Fulton County PC Refresh
Project Number	22ITBC1006B-PC
Supplier	CDW Government LLC
Supplier Project Contact	Justin Schwier (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/12/2024 to 10/11/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

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

Comments
There are no current equipment performance quality problems and all equipment received has met the specifications identified in the solicitation.

TIMELINESS OF PERFORMANCE

17/20

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

Comments
Deliverables and equipment are delivered in a timely manner. The vendor is also available for tracking inquiries and has accommodate orders that require priority in being expedited. Any issues or delays are promptly resolved.

BUSINESS RELATIONS

17/20

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

Comments
Email and phone inquiries are responded to within 24 hours. Additionally, the vendor has scheduled a bi-weekly cadence to address issue and concerns and quickly resolves any grievances to help eliminate a negative impact to County operations. The vendor also readily corrects issues and change requests in an effective manner.

CUSTOMER SATISFACTION

20/20

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

Comments
Email and phone inquiries are responded to within 24 hours. Additionally, the vendor has scheduled a bi-weekly cadence to address issue and concerns and quickly resolves any grievances to help eliminate a negative impact to County operations. The vendor also keeps the County FCIT updated on any changes in equipment models and/or specifications.

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Vendor has been compliant with pricing included in BID response.

GENERAL COMMENTS

Comments
Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0743

Meeting Date: 11/20/2024

Department

Senior Services

Requested Action

Request approval to renew existing contracts - Senior Services, 21RFP000016A-CJC, Alternative Senior Transportation Services in an amount not to exceed \$3,134,178.00 with Common Courtesy (Atlanta, GA) to provide transportation services/ride sharing to eligible Fulton County residents aged 60 and above. This action exercises the third of four renewal options. One renewal option remains. Effective January 1, 2025, through December 31, 2025. **(HELD ON 11/6/24)**

Requirement for Board Action

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

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request is for the renewal of Alternative Senior Transportation Services.

Scope of Work: The Department manages non-emergency medical transportation through its MOST model (Mobility Options for Senior Transport). The Alternative Senior Transportation Program is designed for seniors aged 60 and above who are more ambulatory and do not require assistance beyond the use of a cane to walk. Transportation services are the conduit to connect seniors to daily

living activities and life enrichment services. This service has been impactful and shown to counter senior isolation, lower waiting times and provides same day service. Common Courtesy, through their partnership with local Transportation Network Companies (TNCs), e.g., Uber, Lyft or any combination of 2 providers, establishes dispatch/concierge services for senior residents of Fulton County aged 60 and above. The scope of work entails the utilization of an automated system that orders trips from both mobile applications and/or desktops for operators as needed. The system tracks routes from the beginning to end of the trip to ensure a level of security for the senior riders. Seniors whose annual incomes exceed 250% of the Federal Poverty Level (FPL) pay four-dollars (\$4.00) per trip; a one-dollar (\$1.00) cost share will remain for any senior whose annual income is 250% of the FPL or less. Fulton County seniors who qualify will receive up to 8 one-way trips per month.

Community Impact: This service is currently providing services for an average of 2,300 seniors monthly. Over 7,000 seniors have registered since program inception. The Alternative Senior Transportation Service program has enabled seniors to remain engaged in their communities and access trips to pharmacies, doctor appointments, grocery store and other activities that support daily living. This service has become a lifeline for seniors to connect to their community and to prevent senior isolation.

Department Recommendation: The Department recommends approval.

Project Implications: Fulton County's senior population continues to grow in tandem with the projected growth of seniors nationally. It is estimated by 2030, 20% of the US population will be seniors. Senior transportation is the department's most requested service. Increased authority will allow continued service to seniors.

Community Issues/Concerns: No issues or concerns have been raised by the Community regarding the Common Courtesy performance during the previous contract period.

Department Issues/Concerns: Survey data collected by the department reveals the importance of this service and community need. If not approved, Senior Services is concerned about the negative impact to seniors who rely on this transportation program.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-1048	12/15/2021	\$1,383,670.00
Amendment No. 1	22-0367	5/18/2022	\$519,177.60
Amendment No. 2	22-0445	6/15/2022	\$43,987.00
Amendment No. 3	22-0488	7/13/2022	\$900,000.00
Amendment No. 4	22-0582	8/17/2022	\$900,000.00
1 st Renewal	22-0735	10/5/2022	\$1,384,177.60
Amendment No. 5	23-0201	4/12/2023	\$1,800,000.00

Amendment No. 6	23-0726	10/18/2023	\$1,200,000.00
Amendment No. 7	24-0312	5/15/2024	\$1,500,000.00
Amendment No. 8*	24-0606	9/18/2024	\$0.00
2 nd Renewal	23-0908	12/20/2023	\$3,134,178.00
3rd Renewal			\$3,134,178.00
Total Revised Amount			\$15,899,368.20

*Amendment No. 8 reflected the cost share/programmatic changes in the Common Courtesy contract.

Contact Compliance Information

Contract Value: \$3,134,178.00

Prime Vendor: Common Courtesy
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,134,178.00 or 100.00%

Total Contract Value: \$3,134,178.00 or 100.00%
Total Certified Value: -0-

Exhibits Attached

- Exhibit 1: Performance Evaluation
- Exhibit 2: Contractor Renewal Evaluation
- Exhibit 3: Contract Renewal Agreement

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Ar	\$1,383,670.00
Previous Adjustment	\$11,381,520.20
This Request:	\$3,134,178.00
TOTAL:	\$15,899,368.20

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183W-1183: General, Senior Services, Transportation Services, \$3,134,178.00 (Pending BOC approval of the FY2025 Adopted Budget)

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

Performance Evaluation Details

ID	E8
Project	Alternative Senior Transportation Services
Project Number	21RFP000016A-CJC
Supplier	Common Courtesy, Inc.
Supplier Project Contact	Bob Carr (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/07/2024 07:09 AM EDT
Completion Date	10/07/2024 07:09 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

17/20

Rating **Excellent:** There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Comments *Not Specified*

TIMELINESS OF PERFORMANCE

17/20

Rating **Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.
Comments *Not Specified*

BUSINESS RELATIONS

17/20

Rating **Excellent:** Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments *Not Specified*

CUSTOMER SATISFACTION

17/20

Rating **Excellent:** Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.
Comments *Not Specified*

COST CONTROL

17/20

Rating **Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	October 12, 2024
Department:	Department of Senior Services
Contract Number:	23RFP000016A-CJC
Contract Title:	Alternative Senior Transportation Services

Instructions:

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

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

The Department of Senior Services conducted an analysis to determine necessary measures to reduce the cost of this contract. There were two revelations from this analysis 1) Participant cost share would need to be raised and/or 2) There would need to be a reduction in the number of trips per month allotted to participants. The Department of Senior Services presented these findings to the Board of Commissioners and the BOC voted for the department to mail a self-attestation form to all participants. Participants would be asked to provide their household size and annual income. Seniors whose annual incomes exceed 250% of the Federal Poverty Level (FPL) pay four-dollars (\$4.00) per trip; a one-dollar (\$1.00) cost share will remain for any senior whose annual income is 250% of the FPL or less. The number of trips for every rider would be reduced to 8 trips per month.

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:	October 1, 2024
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:

This contract uses standard Uber and Lyft rates. These entities are comparable to other registered transportation network companies through the state and country.

UZURV partners with public transit agencies, paratransit providers, local communities, non-emergency medical transportation (NEMT) providers, healthcare providers and other organizations throughout the country.

* North Carolina: I-Ride by Access GSO: Effective October 1, 2021, there is a flat charge of \$6.53 per trip up to 6 miles in distance within the city limits. Beyond 6 miles, there is a surcharge of

approximately \$1.54 per mile.

* Florida, Tennessee: WeGo Access is publicly funded paratransit service which offers specialized vans for persons with disabilities who are unable to use fixed-route transit service. Cost is \$3.70.

* Indianapolis: IndyGo Access is a reservation-based, shared-ride service. IndyGo Access provides services to those who meet the criteria established by the U.S. Department of Transportation under the Americans with Disabilities Act (ADA) of 1990. IndyGo Access service costs riders \$3.50 per one-way trip.

* SacRT GO provides service in those areas of Sacramento, Citrus Heights, Elk Grove, Folsom and Rancho Cordova that are within ¼ of a mile of SacRT bus routes or around SacRT light rail stations. \$5 for each rider and for up to two companions traveling with the rider.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

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?

\$4,148,089.90

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?**

Transportation is the most requested program and a cost driver within the Department of Senior Services. If the contract renewal is not approved, 2000+ seniors will be impacted monthly



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP NUMBER: 21RFP000016A-CJC

BID/RFP TITLE: Alternative Senior Transportation Services

ORIGINAL APPROVAL DATE: December 15, 2022

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$3,134,178.00

COMPANY'S NAME: Common Courtesy, Inc.

ADDRESS: 2162 Howell Mill Rd. NW

CITY: Atlanta

STATE: GA

ZIP: 30318

This Renewal Agreement No. 3 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

COMMON COURTESY, INC.

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

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Ladisa Onyiliogwu, Director
Senior Services**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0791

Meeting Date: 11/20/2024

Department

Police

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

Request approval to renew existing contracts - Police, 23RFP139745B-EC, Armed and Unarmed Security Services in the amount of \$8,390,000.00 with Universal Protection Services dba Allied Universal Services (Atlanta, GA) to provide armed and unarmed security services for various County departments. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025 through December 31, 2025.

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)*

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

Summary: The Police Department requests approval to renew an existing contract with Allied Universal Services to provide armed and unarmed security services for various County departments.

This contract renewal amount has increased by \$1,190,000 due to a 3% increase for billing rates for contract guards and staff rates. Also, included in the increase is a projection for security needs for

Registration and Elections for the following elections

PSC/MUNICIPAL PRIMARY ELECTION JUNE 2025 - UNIT 2654

PSC/MUNICIPAL PRIMARY RUN-OFF JULY 2025 - UNIT 2655

GENERAL PSC/MUNICIPAL ELECTION NOV 2025 - UNIT 2653

GENERAL PSC/MUNICIPAL RUN-OFF DEC 2025 - UNIT 2658

Scope of Work: The Contractor is required to provide and maintain an adequate number of properly trained personnel and an adequate quantity performance of the obligations and function of this contract. Security coverage is currently provided at approximately fifty (50) County facilities.

Contractor duties include but are not limited to: operating x-ray screening machines, handheld and walk-through magnetometers or some combination and other unauthorized items when entering the buildings; operating computerized windows-based security software system, closed circuit television monitoring systems; conducting interior and exterior perimeter security foot patrols of facilities and vehicle patrol of County patrol; controlling access to County facilities.

Community Impact: Provide a safe and secure environment for our employees, customers, and community.

Department Recommendation: Recommend approval of this item.

Project Implications: Maintain security coverage for all County facilities.

Community Issues/Concerns: There are no community issues/concerns.

Department Issues/Concerns: There are no department issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0829	11/15/2023	\$7,200,000
Amendment No. 1	24-0134	02/21/2024	\$3,839,243
1st Renewal			\$8,390,000
Total Revised Amount			\$19,429,243

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

Contract Value: \$8,390,000.00

Prime Vendor: Universal Protection Services dba Allied Security Services
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$7,467,100 or 89.00%

Subcontractor Vendor: Safeguard Security Solutions, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Stockbridge, GA
County: Henry County
Subcontractor Value: \$422,316.73 or 11.00%

Total Contract Value: \$8,390,000 or 100.00%
Total Certified Value: \$422,316.73 or 11.00%

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

- Exhibit 1: Contract Renewal Agreement No. 1
- Exhibit 2: Contractor Performance Evaluation
- Exhibit 3: Contract Renewal Evaluation Form
- Exhibit 4: Registration and Elections Security Needs Cost Proposal
- Exhibit 5: Allied Universal FY25 Cost Proposal

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$7,200,000
 Previous Adjustments: \$3,839,243
 This Request: \$8,390,000
 TOTAL: \$19,429,243

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind

Agenda Item No.: 24-0791

Meeting Date: 11/20/2024

Start Date:

Approval to Award

End Date:

Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source:

Funding Line 1:

100-320-5207-1174: General, Police, Facility Services - \$5,978,394, Pending BOC Approval of FY2025 Budget

Funding Line 2: Various County Departments - \$2,411,606, Pending BOC Approval of FY2025 Budget

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP NUMBER: 23RFP139745B-EC

BID/RFP TITLE: Armed and Unarmed Security Services

ORIGINAL APPROVAL DATE: November 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025 to December 31, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$8,390,000

COMPANY'S NAME: Universal Protection Service, LLC dba Allied Universal Security Services

ADDRESS: 3355 Lenox Road NE, Suite #300

CITY: Atlanta

STATE: GA

ZIP: 30326

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/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

**Universal Protection Service, LLC
dba Allied Universal Security
Services**

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

**Paul M. Stab
Sr. Regional Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**W. Wade Yates, Chief of Police
Police Department**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



Performance Management > Project Details

Performance Evaluation Details

Print

Performance Evaluation

History

Project Name	Armed and Unarmed Security Services	ID	E1
Project Number	23RFP139745B-EC	Status	Completed
Supplier	Universal Protection Service, LLC dba Allied Universal Security Services	Publication Date	08/13/2024 03:23 PM EDT
Supplier Project Contact	Arnie Roesse (preferred language: English)	Completion Date	08/13/2024 03:23 PM EDT
Performance Program	Professional Services	Evaluation Score	100
Evaluation Period	04/01/2024 to 06/30/2024		
Effective Date	08/13/2024		
Evaluation Type	Formal		
Interview Date			
Buyer Representatives in Attendance			
Supplier Representatives in Attendance			

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Allied has a very effective management team .

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Allied Services has been doing very well with filling their Security Posts with quality Security Officers.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Allied Security follows through with deliverables as promised.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Supervision continues to do well with problem notifications and gives 3 reports a day on their staffing updates.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Allied complies with the Security contract.

GENERAL COMMENTS

Comments

Not Specified

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

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20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Allied complies with the Security contract.

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Armed and Unarmed Security Services
Project Number	23RFP139745B-EC
Supplier	Universal Protection Service, LLC dba Allied Universal Security Services
Supplier Project Contact	Arnie Roesse (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/13/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/13/2024 03:23 PM EDT
Completion Date	08/13/2024 03:23 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

Contract Renewal Evaluation Form

Date:	September 25, 2024
Department:	Police
Contract Number:	23RFP139745B-EC
Contract Title:	Armed and Unarmed Security 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.

Invoices are reviewed by the Executive Assistant-Security Manager to ensure that the correct rates are being applied because the contract contains multiples rates.

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:	September 25, 2024
Price found:	\$17.13 Hourly
Different features / Conditions:	
Percent difference between internet price and renewal price:	Internet price is 37% less

Explanation / Notes:

Internet Vendor: Global Asset Security Services	Hourly Rate: 17.13 – 19.98 Hourly
Current Vendor: Allied Universal Security Services	Hourly Rate: 23.41 – 39.93 Hourly

Market Survey of other jurisdictions:

Date contacted:	November 15, 2023
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A

Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Based on the average as much as

Explanation / Notes:

N/A

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

N/A

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

N/A

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:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

N/A

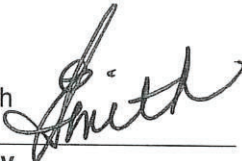
5. Is this a seasonal item or service? Yes No

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

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

No security services for the entire Fulton County government buildings and departments.

Elaine Smith

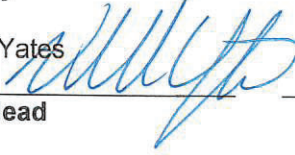


September 25, 2024

Prepared by

Date

Chief W. Wade Yates



September 30, 2024

Department Head

Date

Registration and Elections

2025 Security Proposed Budget

Submitted to Finance

		Total Budget Amount
PSC/MUNICIPAL PRIMARY ELECTION UNIT 2654	JUNE 2025 -	\$ 305,380
PSC/MUNICIPAL PRIMARY RUN-OFF UNIT 2655	JULY 2025 -	\$ 144,630
GENERAL PSC/MUNICIPAL ELECTION UNIT 2653	NOV 2025 -	\$ 305,380
GENERAL PSC/MUNICIPAL RUN-OFF 2658	DEC 2025 - UNIT	\$ 147,010
TOTAL		\$ 902,400
3% For Unforeseen Security Needs		<u>\$27,072</u>
		GRAND
TOTAL	\$929,472	

Total Service Hours

Position Title	Weekly Hours	Billing Rate	Total Amount Weekly
Project Manager	40	49.40	1,976.00
Shift Supervisors	208	33.03	6,870.24
Security Officers	3,469.50	24.11	83,649.65
Armed Officers	1,478.50	30.84	45,596.94
Total Weekly Hours	5,196		
		Total Weekly Cost	138,092.83
		Total Annual Cost	7,180,826.90

Other Services	Quantity	Monthly Rate	Total Amount Monthly
Use of Tracking Devices	3	199	597.00
Use of Patrol Vehicles	3	1500	4,500.00
		Total Monthly Cost	5,097.00
		Total Annual Cost	61,164.00
		Base Bid Amount Total	7,241,990.90
		3% for Unforeseen Security Needs	217,259.73
		Registration & Elections	929,472.00
		GRAND TOTAL	8,388,722.63



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0792

Meeting Date: 11/20/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

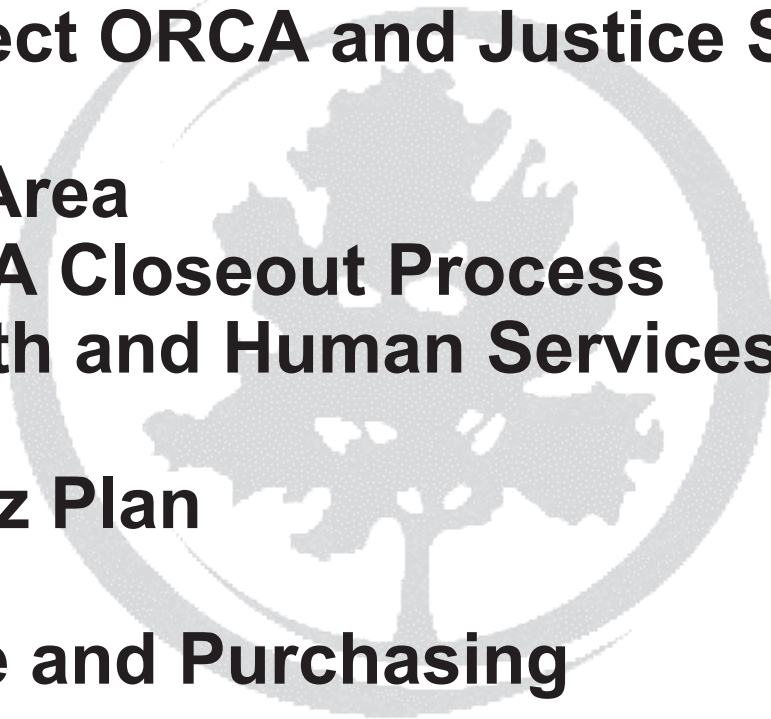


Fulton County Operational Report

November 20, 2024

Board of Commissioners Meeting

AGENDA

- **Justice**
 - **Project ORCA and Justice System**
 - **Focus Area**
 - **ARPA Closeout Process**
 - **Health and Human Services North**
 - **Jail Blitz Plan**
 - **Finance and Purchasing**
- 



Project ORCA & Justice System



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

NOVEMBER 20, 2024

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

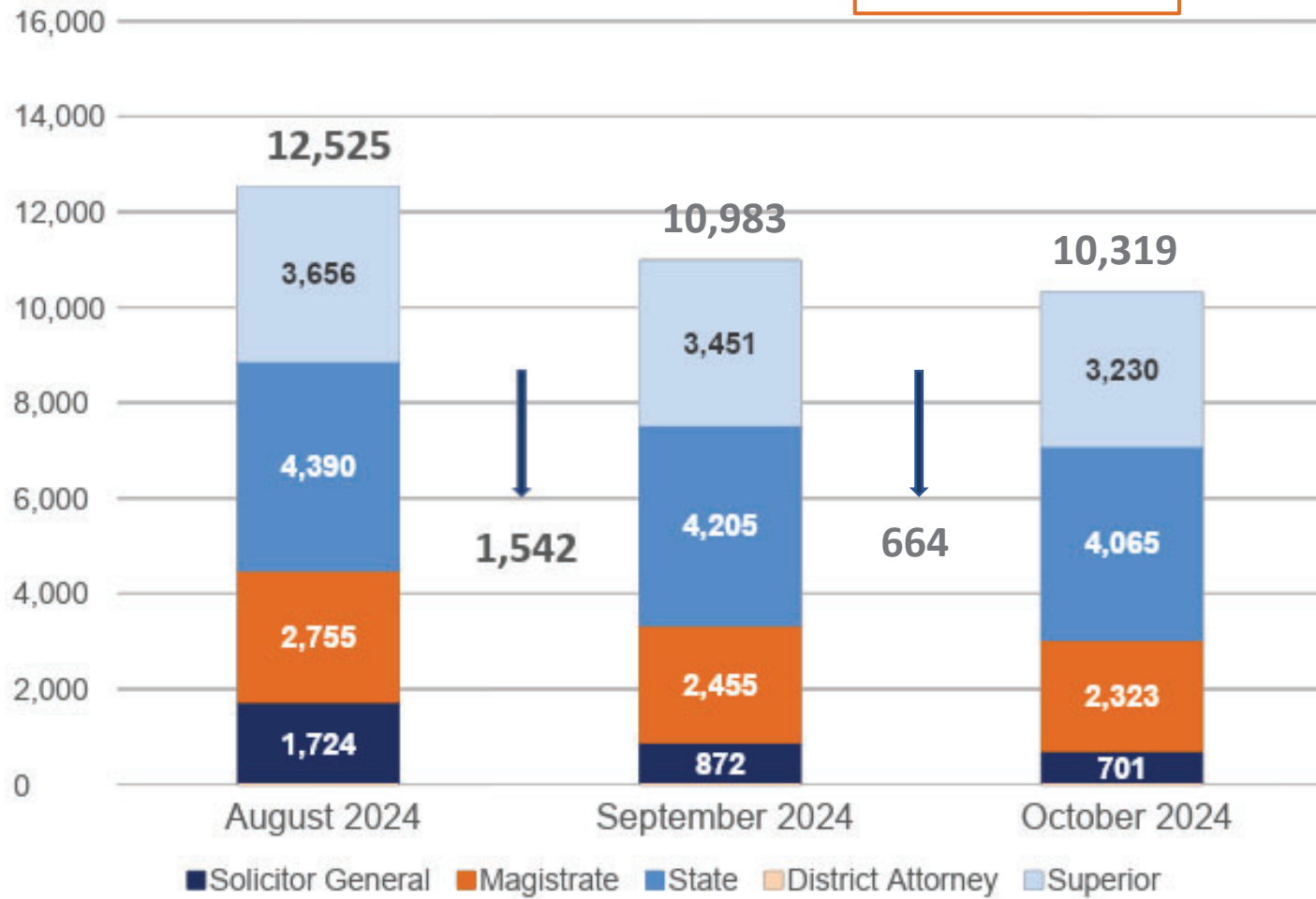
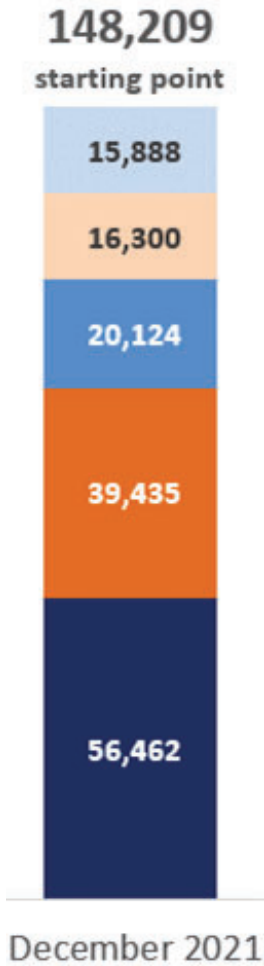
The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases. As of **October 31, 2024**, **137,890** cases have been disposed. There are **10,319** pending open and active cases.



PROJECT ORCA CASE REDUCTION DISPOSITIONS BY OFFICE



137,890
cases disposed



PROJECT ORCA CASE REDUCTION CASE DISPOSITION SUMMARY

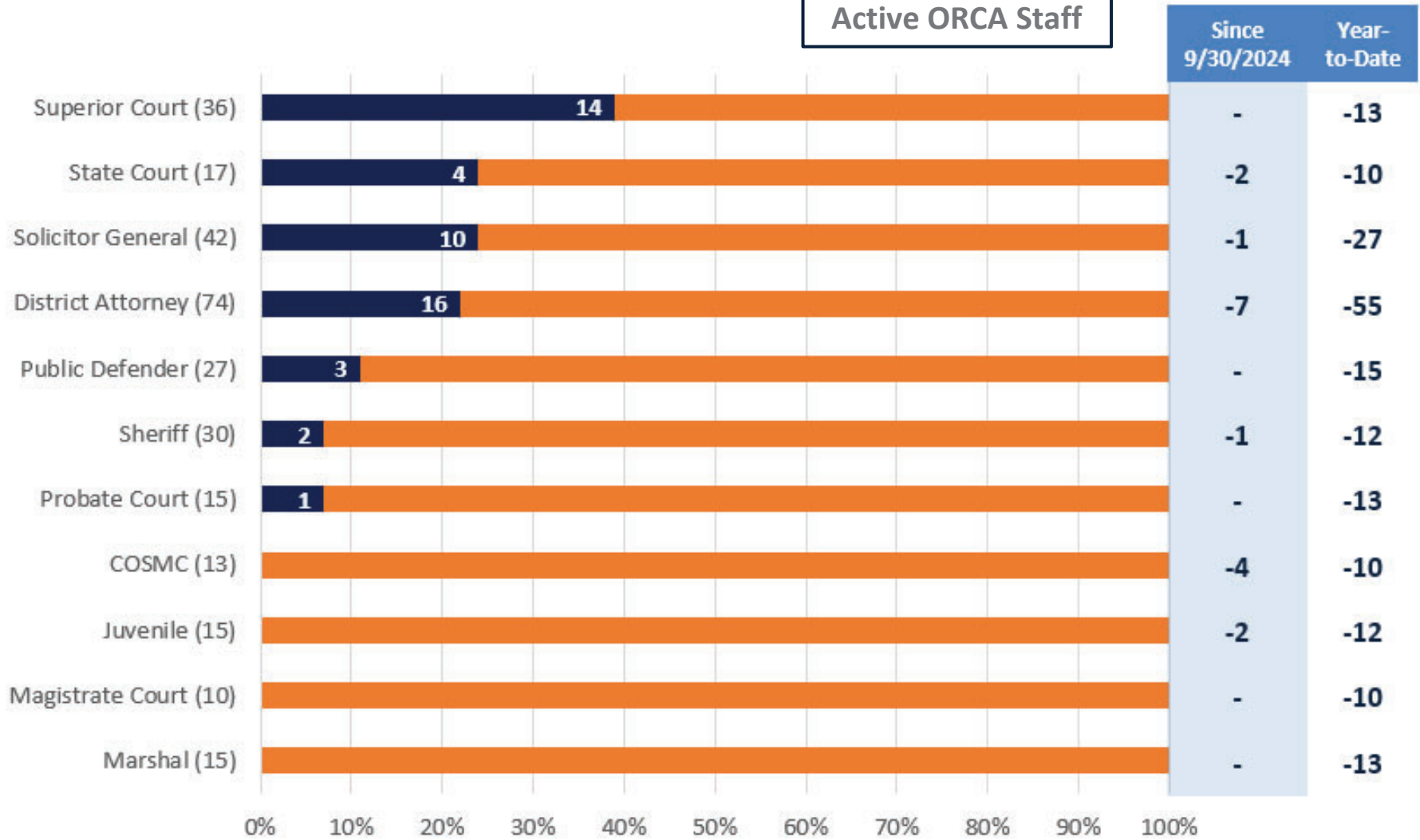


Office	October 2024 (Last full month)			Project To Date (12/6/2021 through 10/31/2024)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	1,150	221	(929)	17,568	17,241	(327)
District Attorney	0	0	0	16,300	16,300	0
State	1,402	140	(1,262)	22,228	19,328	(2,900)
Solicitor General	291	171	(120)	51,884	56,449	4,565
Magistrate	818	132	(686)	36,238	36,439	201
Overall	3,661	664	(2,997)	144,217	145,757	1,540

STAFFING RAMP DOWN PROGRESS BY DEPARTMENT AS OF 11/04/2024



50
Active ORCA Staff



■ Percentage of Staff Remaining



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

NOVEMBER 20, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 **CUMULATIVE CASE REDUCTION**
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	SEPTEMBER 2024	OCTOBER 2024	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	41 days	45 days	4-day increase
Jail Population Unindicted without other charges	10%	34%	19%	15%	4% decrease
Clearance Rate for Felony Criminal Cases	100%	72%	54%	78%	24% increase
Felony Cases Disposed within 180 Days	90%	25%	29%	25%	4% decrease
Felony Cases Disposed within 365 Days	98%	63%	64%	60%	4% decrease



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

NOVEMBER 20, 2024

AGENDA

01 ORCA CASE REDUCTION

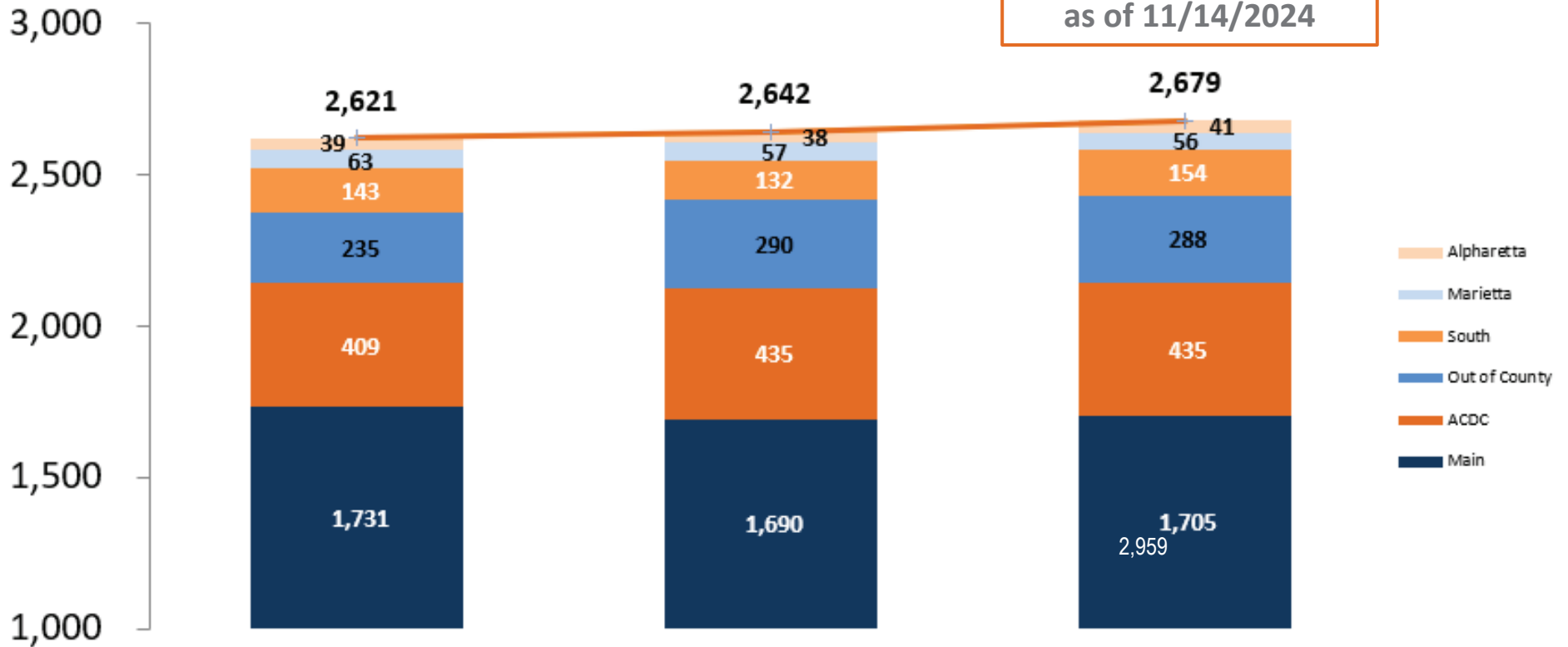
02 CUMULATIVE CASE REDUCTION

03 **JAIL POPULATION UPDATE**

AVERAGE MONTHLY POPULATION



2,532
as of 11/14/2024



	Aug	Sep	Oct
Book In	441	468	426
Book Out	441	449	453
Net	(0)	(19)	27

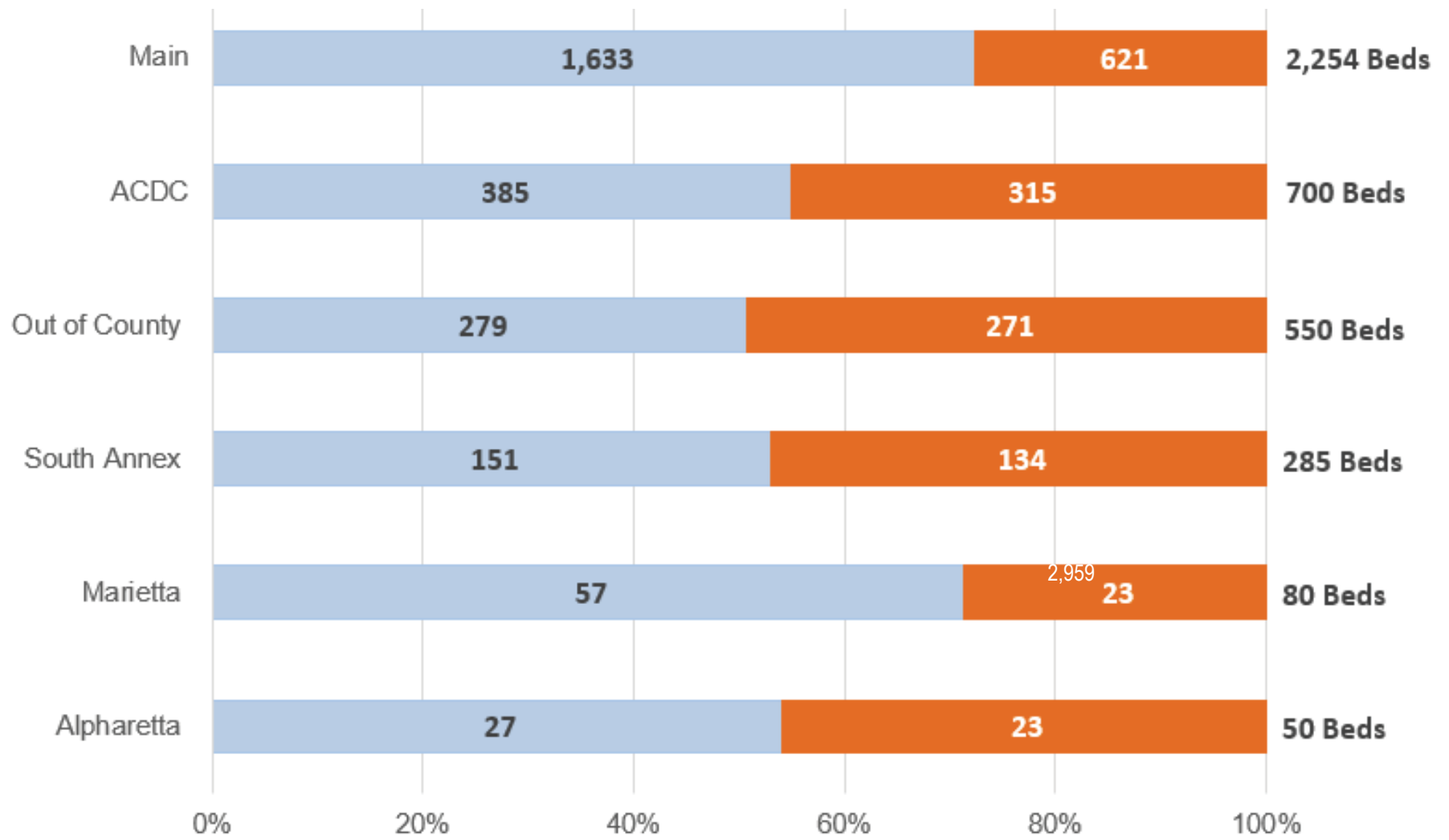
AVERAGE MONTHLY JAIL POPULATION POPULATION BY FACILITY



	AUGUST	SEPTEMBER	OCTOBER	11/14/2024
Main	1,731	1,690	1,705	1,636
ACDC	409	435	435	373
Out of County	235	290	288	284
South Annex	143	132	154	151
Marietta	63	57	56	54
Alpharetta	39	38	41	34
TOTAL	2,620	2,642	2,679	2,532

JAIL POPULATION FACILITY UTILIZATION

AS OF 11/01/2024



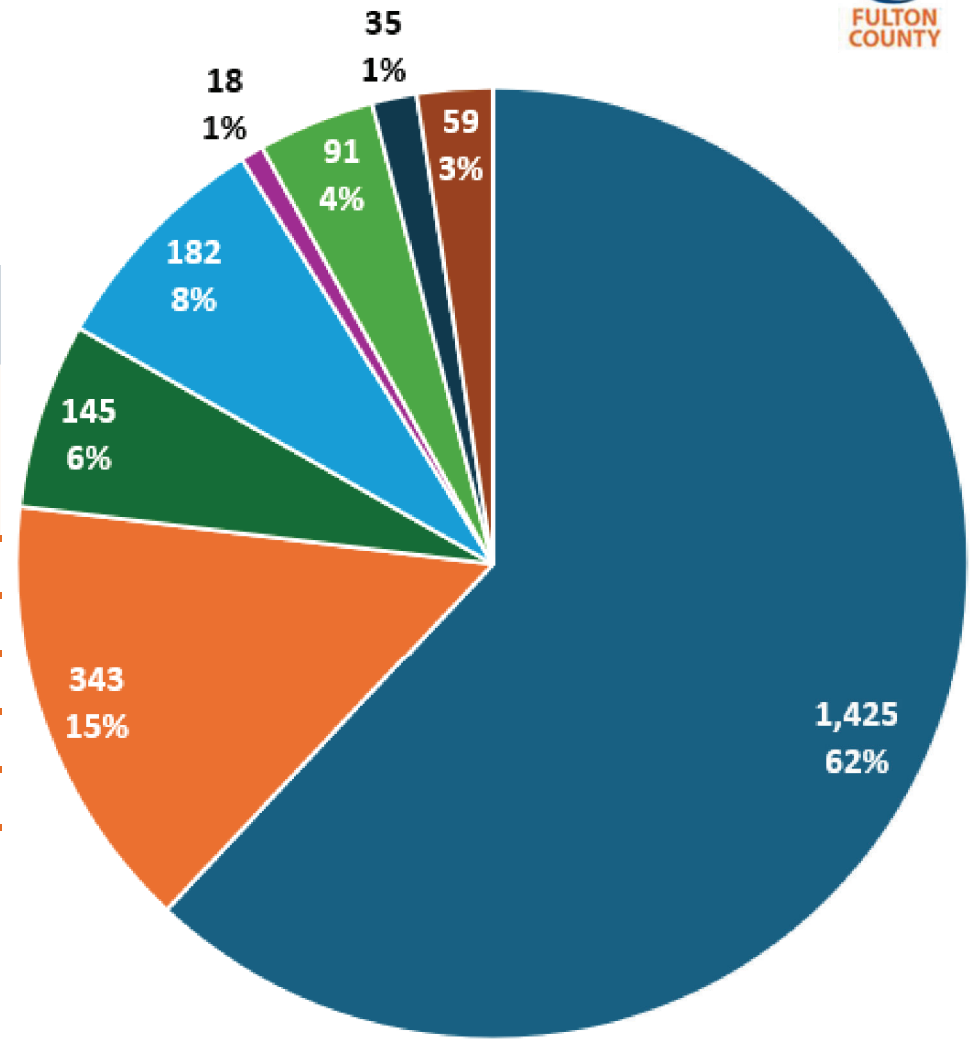
■ Beds in Use ■ Beds Available/Under Repair

JAIL POPULATION

FULL INMATE ANALYSIS AS OF 11/01/2024



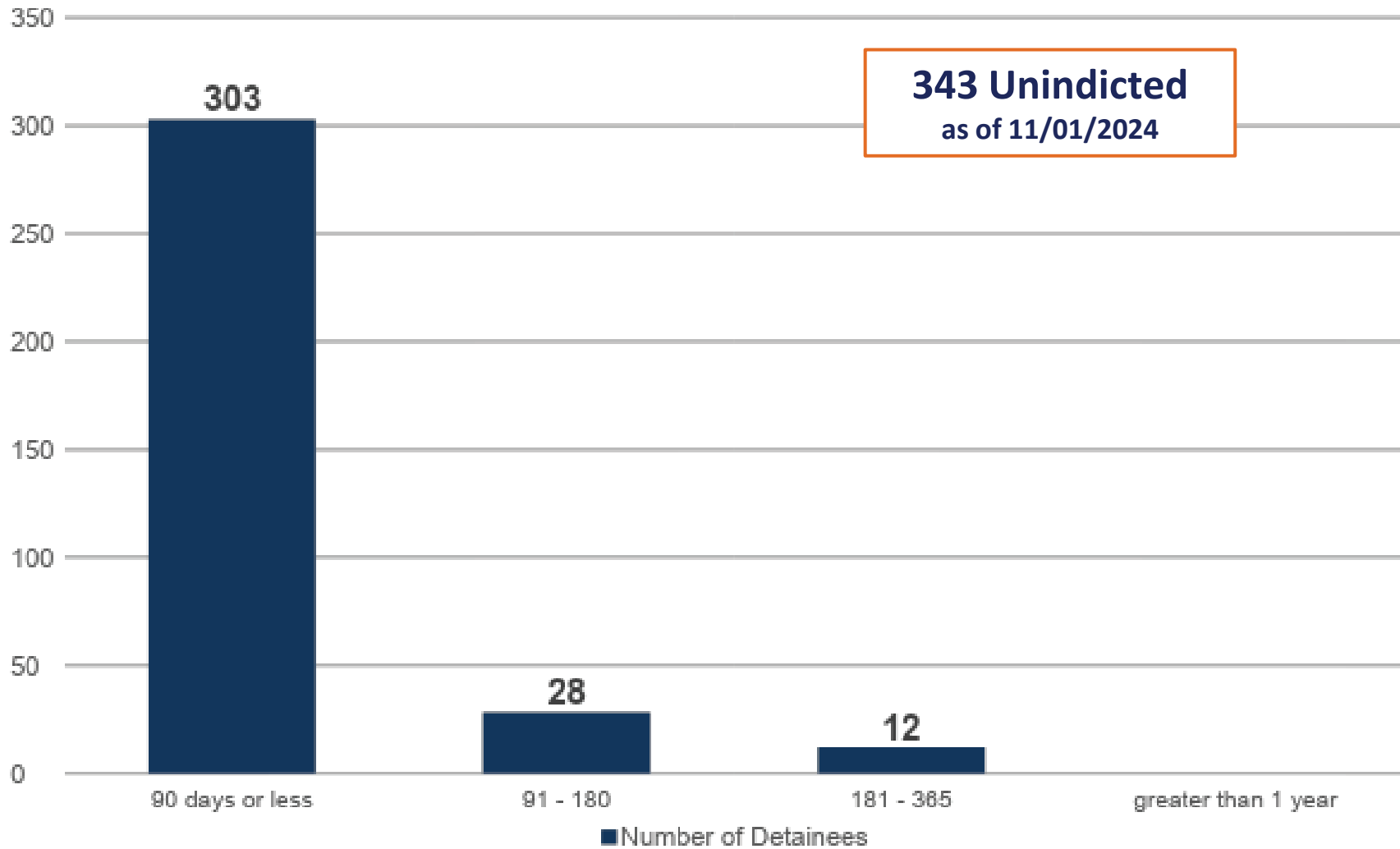
Status	Number of Inmates	
Unindicted	343	15%
Unindicted w/ Hold	145	6%
Unindicted w/ Indicted Case	18	1%
Indicted (DA)	1,425	62%
Accused (SG)	182	8%
Awaiting Pickup/Transport/Extradition	91	4%
Serving Sentence/CPO	59	3%
Hold Only (SBPP/Foreign)	35	1%
TOTAL	2,298	100%



- Indicted and/or FTA/PV only
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- Unindicted w/ Indicted Case
- Hold Only (SBPP/Foreign)
- Unindicted
- State
- Awaiting Pickup/Transport/Extradition
- Serving Sentence/CPO

UNINDICTED JAIL POPULATION

DAYS IN JAIL AS OF 11/01/2024



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds) **229**

PRIORITIES



- ✓ Implement multi-agency jail population reduction initiatives
- ✓ Develop post-ORCA reporting framework and measures
- ✓ Implement 2024 ORCA ramp down plan
 - Monitor ORCA funding and staff reduction plan
 - Continue ORCA & justice system tracking and reporting
 - Shift primary discussion of performance to Justice Partners



QUESTIONS



ARPA Closeout Process

Deadline for ARPA Closeout & Obligations

DECEMBER 31, 2024

Cost Eligibility Timeline

- A recipient may only use funds for the purposes enumerated in 31 CFR Part 35—Pandemic Relief Programs: § 35.6(b) through (f) to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024.
- Cost incurred include obligations realized by December 31, 2024
- Guidance should be reviewed to verify if specific projects are eligible

All funds that are unobligated by December 31, 2024, must be returned.



Definition of Obligations

- Obligations are defined as orders placed for property and services and entering into contracts, subawards, and similar transactions that require payment and must be complete by December 31, 2024.
- Deadline for obligated projects is December 31, 2026



Next Steps:

- Requests have been made to departments to process all invoices that do not meet the definitions of an eligible facility, subrecipient, or future obligations by the middle of December
- Departments must receive all goods and services and submit all pending ARPA invoices prior to the end of year if the project is not eligible as an obligation past the end of the year
- All open Purchase Orders with balances have been sent to departments and purchasing to process documents for closeout
- Finance and Purchasing Department are working with the County Attorney's Office to modify any contracts language to meet the definition of obligations under ARPA regulations



Timeline for ARPA Closeout

- Contract amendments will be coming to the BOC on December 4th and/or December 18th that will clarify language and properly obligate all funds
- Final ARPA allocation plan will be submitted to the BOC as part of the Operational Report on December 18, 2024
- All obligations will be submitted as part of the December 2024 SLFRF Report



ARPA Reporting

American Rescue Plan Report as of 09/30/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Behavioral Health Crisis Center	16.3	Yes	Yes	1.5	14.8	0.0		Active
Developmental Disabilities Training Center	5.1	Yes	Yes	3.7	-	1.4	Pending remaining contract approval to BOC	Active
Health Infrastructure Project Contingency (BHCC, DDTC, etc.)	-	Yes				-	*Proposed use of interest earnings -2.8 million to refund contingency that was reallocated to ORCA. Funding is needed due to construction/inflationary increases/Developmental Disabilities Training Center	Active
Infrastructure Modernization (141 Pryor)	29.0	Yes	Yes-28.3	28.3	0.2	0.5	.5 Unencumbered is for project management; contract approval pending	Active
Court Backlog Project - ORCA	80.9	Yes	Yes	1.0	76.6	3.3	No funding for employees and contractors after 12/31; Jail related costs unallowable	Active
General Administration	0.6	Yes	Yes	0.1	0.5	(0.0)		Active
Fulton Fresh 2024	0.3	Yes	Yes-.3	-	0.1	0.1	Pay as you go program; Unencumbered amount will be spent (groceries, etc.)	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-		Active
Summer Youth Training Program 2024	0.5	Yes	Yes	0.0	0.5	0.0		Active
Safety Net Services - Community Services Programs	7.8	Yes	Yes-7.7	0.2	7.5	-	\$225k will be awarded from this amount per BOC direction	Active
Tiny Homes	1.0	Yes	Yes-.3	0.2	0.1	0.7	Plan is for balance to be awarded to Microlife as a subrecipient	Active
Vaccine and Testing	2.8	Yes	FEMA Recon	1.6	1.1	0.2	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
IT Virtual Support - External Website	0.4	Yes	Yes-.4	0.1	0.2	-		Active
IT Virtual Support -Cloud Based ERP	11.3	Yes	Yes	9.5	0.7	1.0	Unencumbered balance represents project contingency-pending change order	Active
Vaccine and Testing - FEMA 10%	0.4	Yes		0.1	0.3	(0.0)	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
Emergency Rental Assistance Administrative Costs	8.8	Yes	Yes	-	8.8	-		Completed
Child Care	0.4	Yes	Yes	-	0.4	0.0		Completed
Day Porters / Cleaning	1.6	Yes	Yes	-	1.6	0.0		Completed
Emergency Rental Assistance	4.0	Yes	Yes	-	4.0	-		Completed
Food Insecurity	4.1	Yes	Yes	-	4.1	(0.0)		Completed
Fulton Fresh 2022	0.3	Yes	Yes	-	0.3	-		Completed
Fulton Fresh 2023	0.2	Yes	Yes	-	0.2	-		Com
Grady Hospital	11.0	Yes	Yes	-	11.0	-		Completed

ARPA Reporting

American Rescue Plan Report as of 09/30/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Employees Covid Healthcare	4.0	Yes	N/A	-	4.0	(0.0)		Completed
Pandemic Proof County Facilities	0.5	Yes	Yes		0.5	0.0		Completed
Air Handling Units - County Buildings	1.3	Yes	Yes		1.3	-		Completed
Vaccine Incentive Program	0.5	Yes	Yes	-	0.5	0.0		Completed
Job Training	0.7	Yes	Yes	-	0.7	0.0		Completed
Lifeline Animal Control	0.5	Yes	Yes	-	0.5	-		Completed
Long Term Revolving Loan Program	3.9	Yes	Yes	-	3.9	-		Completed
Medical Examiner-Forensic Pathology/Transport	0.8	Yes	Yes		0.8	-		Completed
COVID Marketing and Outreach	0.3	Yes	Yes		0.3	-		Completed
Project Care	0.6	Yes	Yes		0.6	0.0		Completed
PPE- County Employees	1.6	Yes	Yes	-	1.6	0.0		Completed
Premium Pay for Employees	3.4	Yes	Yes	-	3.4	0.0		Completed
Summer Youth Training Program 2022	0.5	Yes	Yes	-	0.5	-		Completed
IT Virtual Support -Broadband/Communications (Zoom/DocuSign)	0.7	Yes	Yes	-	0.7	-		Completed
Infrastructure Modernization (Tax Assessor Relocation)	-	No	No	-	-	-	Previously proposed use of interest earnings	Proposed
Medical Debt Extinguishment Program	-	No	No	-	-	-		Proposed
Federally Qualified Health Center Assistance	-	No	No	-	-	-		Proposed
Diversion Center	-			-	-	-		

206.2				46.8	152.2	7.3
Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	

ARPA Interest Revenue Received	
As of September 30, 2024	
\$10,422,515.79	238



QUESTIONS



Health and Human Services North

HEALTH AND HUMAN SERVICES 4700 North Point Parkway

GOALS OF THE ACQUISITION

- 1) Improved services model, which will be capable of offering access to; health, behavioral health, primary care, and social support services.
- 2) Address current need for additional space & facilities
- 3) Monetize opportunities to sell specific facilities and cancel leases for better long term financial viability and flexibility

HEALTH AND HUMAN SERVICES 4700 North Point Parkway

BUILDING

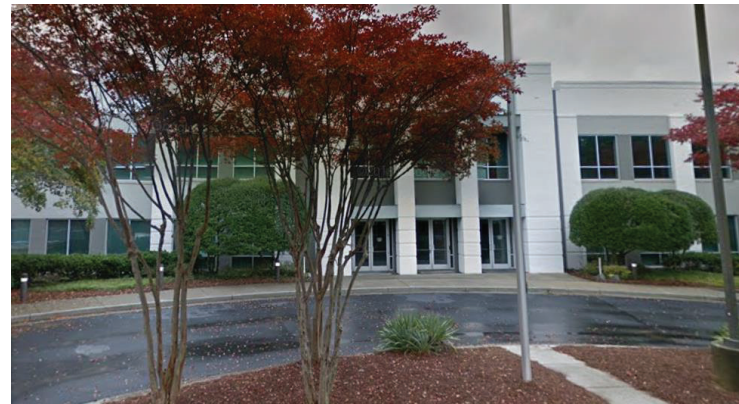
- **Building Statistics:**
 - 4700 North Point Parkway, Alpharetta, GA 30032
 - 108,512 Square Feet
 - Two Floors
 - 23.87 acres
 - Parking: 667 Surface Spaces are available (7/1000 square feet ratio)



HEALTH AND HUMAN SERVICES 4700 North Point Parkway

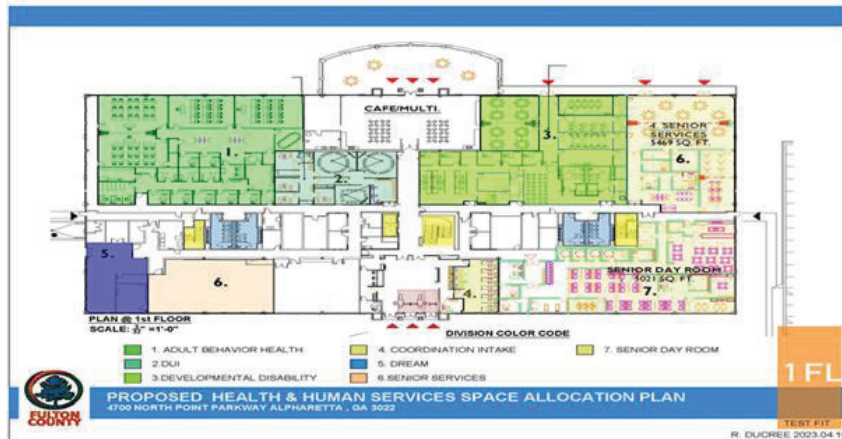
AMENITIES AT THIS LOCATION

- Marta Bus Line
- Visibility
- Signage
- Large Parking Ratio: 667 Surface Spaces are available
- Only two story
- Kitchen
- Lake on property
- Additional land for Development

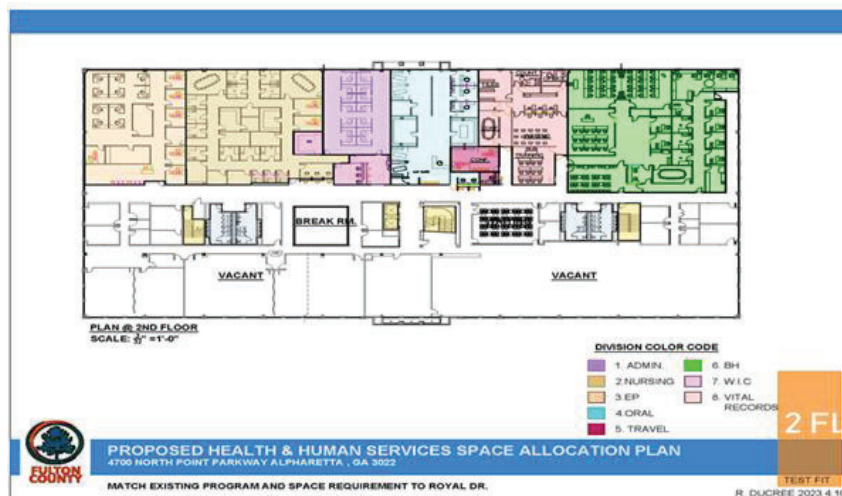


HEALTH AND HUMAN SERVICES 4700 North Point Parkway

PROPOSED FACILITY SERVICES



- Senior Services
- Developmental Disabilities
- Behavioral Health Services
- Board of Health
- Wrap Around Services



These services are proposed to be provided once full operations are in place.

HEALTH AND HUMAN SERVICES 4700 North Point Parkway

PROPOSED FACILITY SERVICES

- BOC approval of recommended proposal from The Beck Group on 11/20/24
- Execution of contract by 12/4/24
- Schedule Kick off meeting with Contractor and team 12/13/24
- Begin end user design and program meetings 12/20/24
- Construction completion and commencement of relocation of services in the 4th Quarter of 2025
- Develop Senior Services and an extended Public Health Services plans and budgets for 2026 implementation

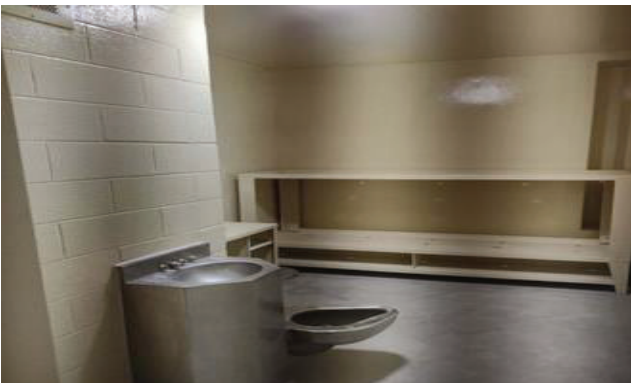


QUESTIONS



Jail Blitz Plan

Jail Maintenance Blitz



- **Overall Blitz Project Update**

- 6 housing units completed or 55%
- 726 of 1122 non-medical cells have been rehabbed
- Rehab of 7th Blitz Unit (5 South) began on 8/22 One (1) remaining task to complete: Zone door retrofit
- Blitz work has begun on housing unit 7 North

- **Project Progress**

- 9 of 11 Jail Units will be completed by end of year
- Overall completion by March 2025

- **Non-Blitz work orders (October 2024)**

- Corrective Maintenance:
1035 completed of **1442** submitted = **71.8%**
- Preventive Maintenance:
273 completed of **312** scheduled = **87.5%**

Jail Maintenance and Repairs

- **506 beds currently unavailable @ Rice St.**
 - Ongoing jail blitz on 5 South and 7 North (*405 beds*)
 - 1 North communications issue resolved returning 204 beds for use
 - 2 zones on 7 south & 1 zone on 6 North (*101 beds*)
- **Unused Beds Systemwide**
 - Rice St: 90% of unused cells due to blitz project or other long-term repairs - 10% held for inmate classification
 - Out of County: Empty space is due to inmate classification acceptance
 - ACDC & South Annex: Empty cells due to staffing availability



Immediate Repairs Update

- **BOC approved \$3.2M at 8/21 BOC meeting for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Approved by BOC. Currently in contract execution
Padded Cells @ South Annex	\$260,000	Preparing contract amendment for 11/6 BOC agenda
Kitchen Equipment Replacement	\$212,302	Cooperative purchasing proposal being developed for 12/4 BOC agenda
Laundry Equipment Replacement	\$346,657	Statewide Contract proposal being developed for 12/4 BOC agenda
Elevator Modernization	\$1,652,000	Pending execution of emergency contract with elevator consultant for assessment.
TOTAL	\$3,194,824	



QUESTIONS



Finance and Purchasing



COVID 19 Reserve & ARPA Spend Update



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2023 vs 2024 - October

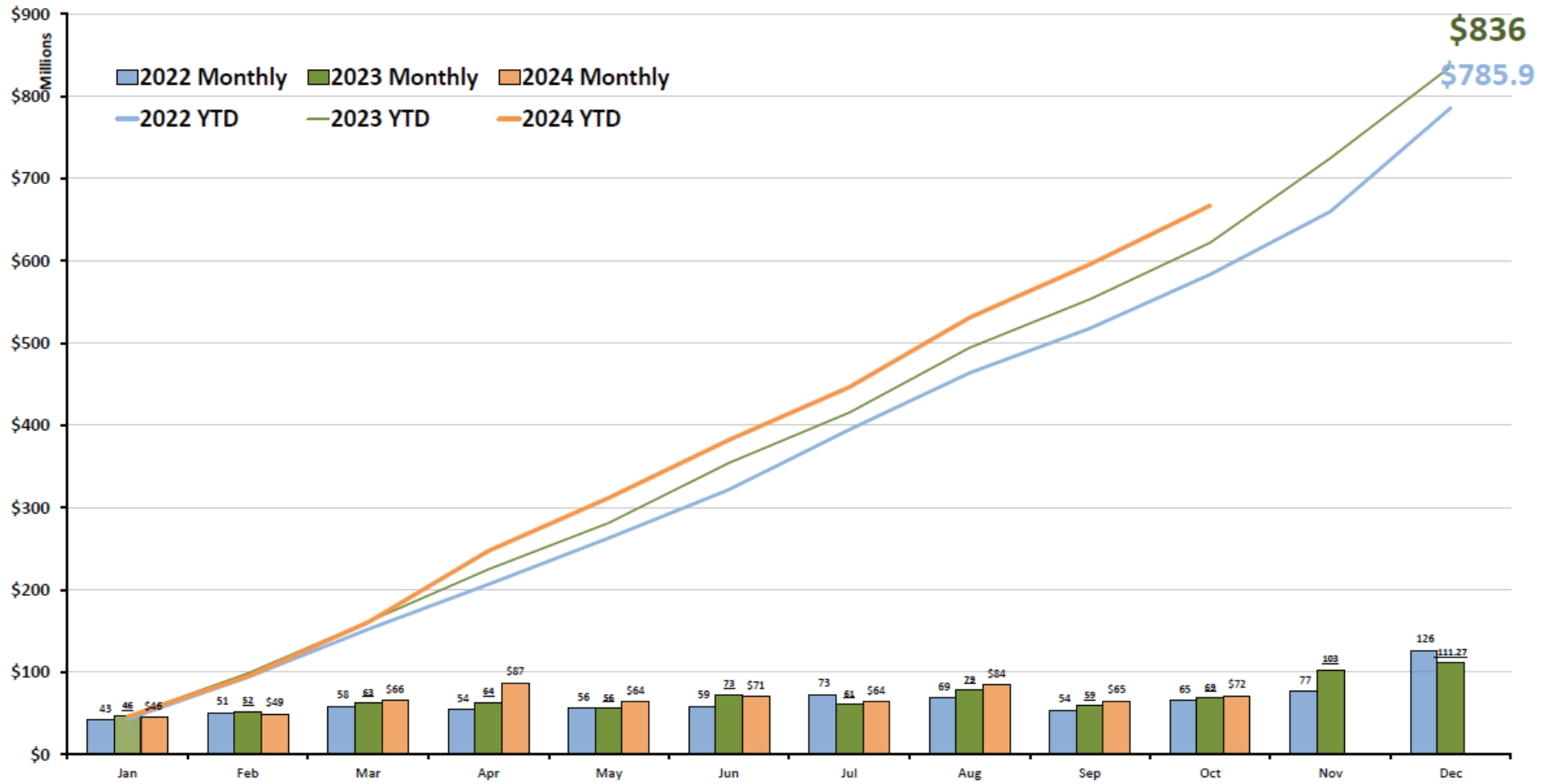
Department		2023			2024			C/D	(C/D)-(A/B)
		A	B	A/B	C	D	C/D		
		YTD 2023 Exp	2023 -Budget	%	YTD 2024 Exp	2024 Budget	%	% Change	
Arts & Culture	181	\$ 6,601,748	\$ 9,685,272	68%	\$ 3,892,218	\$ 7,831,578	50%	-18%	
Behavioral Health	755	\$ 10,258,033	\$ 18,465,916	56%	\$ 8,752,562	\$ 18,607,401	47%	-9%	
Board of Health	750	\$ 9,032,521	\$ 11,150,587	81%	\$ 9,091,304	\$ 11,150,587	82%	1%	
Child Attorney	237	\$ 3,085,475	\$ 3,821,519	81%	\$ 3,097,948	\$ 3,907,114	79%	-1%	
Commission Districts	101	2,823,890	4,477,947	63%	\$ 3,095,432	\$ 4,429,761	70%	7%	
Community Development	121	9,888,986	14,654,332	67%	\$ 6,235,052	\$ 11,465,880	54%	-13%	
County Attorney	235	4,149,995	5,069,994	82%	\$ 4,224,995	\$ 5,069,994	83%	1%	
County Comm Clerk	110	839,074	1,323,704	63%	\$ 1,093,784	\$ 1,410,664	78%	14%	
County Manager	118	2,793,383	3,827,858	73%	\$ 2,809,935	\$ 4,058,114	69%	-4%	
County Marshal	419	5,580,886	7,425,060	75%	\$ 5,729,787	\$ 7,769,055	74%	-1%	
District Attorney	480	28,444,275	41,643,241	68%	\$ 28,350,631	\$ 37,046,261	77%	8%	
Diversity and Civil Rights	186	842,729	1,514,230	56%	\$ 1,162,441	\$ 1,677,587	69%	14%	
DREAM	520	30,500,276	39,514,605	77%	\$ 31,212,614	\$ 41,474,580	75%	-2%	
Economic Development	120	644,800	871,850	74%	\$ 992,269	\$ 1,410,872	70%	-4%	
Emergency Management	335	4,282,662	5,664,486	76%	\$ 1,024,571	\$ 1,561,655	66%	-10%	
Emergency Services	333	2,696,081	3,516,628	77%	\$ 2,792,158	\$ 3,418,235	82%	5%	
External Affairs	130	2,151,147	2,926,775	73%	\$ 2,089,641	\$ 2,821,515	74%	1%	
Family & Children's Services	620	529,319	1,684,840	31%	\$ 865,909	\$ 1,684,840	51%	20%	
Finance	210	5,312,325	7,706,489	69%	\$ 5,227,169	\$ 7,916,858	66%	-3%	
Grady Hospital	730	41,192,952	49,813,841	83%	\$ 42,049,296	\$ 50,601,313	83%	0%	
HIV Elimination	270	75,402	190,432	40%	\$ 96,436	\$ 140,909	68%	29%	
Human Resources	215	4,271,079	5,960,041	72%	\$ 4,524,591	\$ 6,340,229	71%	0%	
Information Technology	220	23,884,419	35,149,309	68%	\$ 28,923,174	\$ 38,309,838	75%	8%	
Juvenile Court	405	12,563,229	16,927,218	74%	\$ 13,100,402	\$ 16,904,608	77%	3%	
Library	650	21,558,084	30,496,143	71%	\$ 23,399,433	\$ 30,554,505	77%	6%	
Magistrate Court	422	4,028,014	5,116,197	79%	\$ 3,588,523	\$ 4,824,167	74%	-4%	
Medical Examiner	340	4,712,707	6,457,310	73%	\$ 4,878,519	\$ 6,608,673	74%	1%	
Non-Agency	999	109,663,077	208,295,145	53%	\$ 122,730,686	\$ 228,773,167	54%	1%	
Office of the County Auditor	119	1,076,353	1,418,195	76%	\$ 1,104,320	\$ 1,453,528	76%	0%	
Police	320	8,509,665	11,435,513	74%	\$ 9,715,571	\$ 12,975,507	75%	0%	
Probate Court	410	3,434,367	6,318,377	54%	\$ 4,341,688	\$ 5,814,691	75%	20%	
Public Defender	490	19,914,702	25,377,575	78%	\$ 21,748,428	\$ 26,837,287	81%	3%	
Public Works	540	416,667	500,000	83%	\$ 375,000	\$ 500,000	75%	-8%	
Purchasing	230	3,519,087	4,959,943	71%	\$ 3,409,132	\$ 4,871,926	70%	-1%	
Regis & Elect	265	5,866,641	8,553,165	69%	\$ 22,059,900	\$ 39,181,842	56%	-12%	
Senior Services	183	20,574,919	28,869,727	71%	\$ 20,162,412	\$ 28,408,575	71%	0%	
Sheriff	330	114,725,091	142,706,567	80%	\$ 122,519,478	\$ 147,964,724	83%	2%	
State Court-All Judges	421	5,140,879	6,893,734	75%	\$ 5,206,687	\$ 6,900,659	75%	1%	
State Court-General	420	6,211,657	8,809,769	71%	\$ 6,787,688	\$ 8,969,732	76%	5%	
State Court-Solicitor	400	8,642,730	12,516,397	69%	\$ 9,706,277	\$ 13,040,495	74%	5%	
Superior Court-All judges	451	7,685,260	9,720,397	79%	\$ 8,043,979	\$ 9,824,079	82%	3%	
Superior Court-Clerk	470	16,289,828	21,820,092	75%	\$ 18,029,467	\$ 23,373,956	77%	2%	
Superior Court-General	450	17,500,315	23,398,655	75%	\$ 19,366,731	\$ 25,026,337	77%	3%	
Tax Assessor	240	15,141,240	22,146,677	68%	\$ 14,571,165	\$ 21,943,164	66%	-2%	
Tax Commissioner	245	14,957,892	18,747,272	80%	\$ 14,994,511	\$ 19,253,694	78%	-2%	
Grand Total		\$ 622,013,859	\$ 897,543,024	69%	\$ 667,173,913	\$ 954,110,157	70%	0.6%	

C/D Color Legend
83% of the Year (Sep)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2022 2023 and 2024



Monthly Financial Report

Personnel Vacancy Analysis 2024 -October - Full Time Permanent Positions

Department	FY24 YTD Expense	FY24 Budget	Perm. Pos.	Personnel Count and Vacancies / Full Time Permanent										Avg. Vac.TD
				2024										
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
Commission Districts	2,548,911	3,424,031	25				3	3	3	6	6	6	6	19%
County Comm Clerk	781,421	1,005,135	9				0	0	0	0	0	0	0	0%
County Manager	2,407,445	3,446,556	21				3	3	2	2	2	1	1	10%
County Auditor	953,445	1,270,191	8				0	0	0	0	0	0	0	0%
Community Development	2,004,064	2,649,584	25				4	4	4	4	4	2	3	14%
External Affairs	1,554,382	2,202,277	19				0	0	1	1	2	3	2	7%
Arts & Culture	2,145,679	2,917,668	29				2	2	2	2	1	1	2	6%
Senior Services	6,733,173	9,767,274	113				11	12	10	5	7	7	8	8%
Diversity and Civil Rights	895,877	1,344,583	11				1	0	1	1	3	2	2	13%
Finance	4,487,803	6,544,355	60				14	15	14	12	11	6	6	19%
Human Resources	3,688,121	5,160,176	44				6	6	4	3	4	4	4	10%
IT	11,934,963	16,675,404	123				20	21	23	22	21	21	20	17%
Purchasing	2,816,445	4,124,867	38				6	6	6	6	4	5	4	14%
Child Attorney	2,714,466	3,559,153	23				0	0	0	0	0	0	0	0%
Tax Assessor	11,278,021	16,329,686	190				26	23	22	23	23	20	19	12%
Tax Commissioner	11,593,194	15,650,398	190				10	10	8	5	7	9	11	5%
Regis & Elect	4,412,239	6,834,013	42				6	5	4	4	4	2	4	10%
HIV Elimination	76,087	131,459	1				0	0	0	0	0	0	0	0%
Police	4,214,378	6,577,947	70				14	14	15	14	15	13	13	20%
Sheriff	68,756,532	91,981,383	961				140	144	136	129	133	126	127	14%
Emergency Services	1,136,946	1,557,380	15				2	0	0	1	1	1	1	6%
Emergency Management	755,767	1,244,145	9				2	2	2	2	2	0	0	16%
Medical Examiner	3,944,769	5,352,333	44				3	2	2	2	2	3	2	5%
State Court-Solicitor	8,159,197	11,907,941	102				9	12	9	9	13	11	12	11%
Juvenile Court	10,165,146	14,908,076	160				20	18	21	15	23	20	18	12%
Probate Court	3,445,001	4,860,253	52				6	5	3	5	2	1	1	6%
County Marshal	4,600,730	6,899,358	72				10	9	7	10	11	8	7	12%
State Court-General	5,055,389	6,970,954	69				5	6	6	6	5	5	5	8%
State Court-All Judges	4,578,756	6,560,122	40				2	3	3	3	3	3	4	8%
Magistrate Court	3,085,516	4,063,146	21				6	4	1	1	2	0	1	10%
Superior Court-General	13,928,161	18,931,107	195				17	14	16	17	15	15	10	8%
Superior Court-Alljudges	6,942,313	9,180,457	80				1	1	0	1	1	0	2	1%
Superior Court-Clerk	14,147,447	18,747,019	206				20	15	16	18	21	19	23	9%
District Attorney	23,146,851	31,067,165	263				20	15	20	17	10	22	14	6%
Public Defender	17,780,811	24,041,715	162				8	1	1	1	2	4	1	2%
DREAM	10,070,525	15,181,154	174				33	32	32	26	28	28	28	17%
Library	16,874,282	24,125,590	293				35	34	36	37	31	34	29	12%
Behavioral Health	2,201,279	3,965,539	55				20	21	18	21	20	19	19	36%
Non-Agency	47,679,883	65,775,022	0				0	0	0	0	0	0	0	#DIV/0!
Economic Development	573,695	796,834	6				1	1	1	1	0	0	0	10%
Grand Total	\$ 344,269,110	\$ 477,731,450	4020				486	463	449	432	439	421	409	11%





QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 10/8/2024 – 11/8/2024				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
10/16/2024	Emergency procurement to include the additional insurance coverage required per vehicle required for temporary staffing employees to operate Enterprise rental vehicles for a total of 78 vehicles for the November General Election	Registration & Elections	Enterprise Holdings, Inc.	\$ 293,740.00

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
10/11/2024	Moon's Repair Services	Vehicle Repair Services for Police Fleet	Police	\$26,840.00
10/22/2024	Civitas, LLC	Continuum of Care Board Training	Community Developm	\$3,410.00
10/23/2024	Ingeneis, Inc.	Temporary Staffing Services for General Accounting	Finance	\$50,000.00
10/28/2024	Core & Main, LP	Fire Hydrants and Parts	Public Works	\$39,891.00
10/28/2024	Roth Staffing Companies dba Ultimate Staffing	Specialized Temporary Staffing Services in Finance and Accounting	Finance	\$50,000.00
11/11/2024	Crabapple Turf Management, Inc.	South Fulton Maintenance and Operational Demonstration Garden Landscape	Public Works	\$21,422.34



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0793

Meeting Date: 11/20/2024

Department

Finance

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

Presentation of the FY2025 Proposed Operating Budget.

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

For information purposes only

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.)*

Fulton County's proposed operating budget for 2025 will be presented on November 20, 2024. The Administration finalized the proposed budget documents and provided the proposed budget material to the Board of Commissioners and public on November 15, 2024.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0794

Meeting Date: 11/20/2024

Department

Real Estate and Asset Management

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

Request approval of Task Order 2 - Department of Real Estate and Asset Management, 23ITB138741K-JAJ, Task Order Contract for Minor Construction Projects in an amount not to exceed \$484,800.00 with Hawk Construction Company, LLC (Ellenwood, GA), to facilitate the repair of 101 jail cell doors and damaged cell walls located in jail housing unit 5 South at the Main Jail facility. Effective upon BOC approval until project completion as determined by the County.

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

In accordance with Purchasing Code Section 102-360, request for approval of Task Orders exceeding \$500,000 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: Hawk Construction LLC is one of DREAM's standby construction contractors that has performed all cell door and wall repairs throughout the Main Jail facility as a part of the overall jail bridging/blitz program. DREAM requests approval of a task order for the repair of 101 cell doors and walls that have been damaged by inmates.

Scope of Work: This contract provides standby "Task Order Contracts for Minor Construction Projects" which allows the County to complete small construction projects in a timely manner. The scope of work includes a collection of detailed repair and construction tasks and specifications that

have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract. The general contractors are to furnish all management, design, labor, materials, tools, equipment, architectural and engineering support, and appurtenances needed to perform the work authorized by work orders issued under this contract.

Community Impact: Functional cell doors at the Fulton County Jail are necessary to ensure the safety of both jail residents and staff.

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

The project management is coordinated by the Department of Real Estate and Asset Management Building Maintenance Team.

Project Implications: Repairs associated with this request provide the Sheriff’s Office the security needed for staff to effectively operate the jail facility and extend the life of the building asset.

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

Department Issues/Concerns: If this task order is not approved, the jail blitz program will be delayed as functional cell doors are critical for the occupancy of housing units.

Contract Modification

(B) Hawk Construction Company, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0014	1/10/24	\$1,200,000.00
Increase Spending Authority No. 1	24-0540	8/21/24	\$300,000.00
Task Order No. 1	24-0748	11/6/24	\$277,000.00
Task Order No. 2			\$484,800.00
Total Revised Amount			\$2,261,800.00

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

Contract Value: \$484,800.00

Prime Vendor: Hawk Construction Company, LLC
Prime Status: African American Male Business Enterprise
Location: Ellenwood, GA
County: DeKalb County
Prime Value: \$484,800.00 or 100.00%

Subcontractor Value: TBD

Subcontractors: The Contractor must identify the subcontractors that will be utilized for this project.

Total Contract Value: \$484,800.00 or 100.00%

Total Certified Value: \$484,800.00 or 100.00%

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

Exhibit 1: Task Order No. 2 to Form of Contract

Exhibit 2: Cost Proposal

Exhibit 3: Performance Evaluation

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: \$1,200,000.00

Previous Adjustments: \$577,000.00

This Request: \$484,800.00

TOTAL: \$2,261,800.00

Grant Information Summary

Amount Requested:

Cash

Match Required:

In-Kind

Start Date:

Approval to Award

End Date:

Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-J005: Capital, Real Estate and Asset Management, Jail Bridging Program- \$484,800.00

Agenda Item No.: 24-0794

Meeting Date: 11/20/2024

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



Invoice

Hawk Construction Company LLC

"We Strive for Excellence"

Date: October 3, 2024

Invoice #: 4214

158 Fairview Rd, Suite E, Ellenwood, GA 30294
tel (678) 565-5120 | fax (678) 565-7950 | accounting@mhawkconstruction.com

To: Fulton County Purchasing Department
130 Peachtree St SW #1168
Atlanta, GA 30303

Service Address:
Fulton County Jail
901 Rice St.
Atlanta, GA 30318

Salesperson	Job	Payment Terms	Due Date
Miles Traylor	5 South Welding Inmate Cell Doors (101 Doors)	Net 30	11/3/24

Qty	Description	Quantity	Line Total
101.00	Detach steel cell doors from hinges	\$ 4,800.00	\$484,800.00
202.00	Demo Existing Damaged/Faulty Door Hinges and Concrete Plate Supports		
101.00	Repair damaged walls due to demo of Door Hinges and Concrete Plate Supports		
101.00	Prime and Paint walls after repairs		
202.00	Fabricate and Install Steel Plate Supports outside and inside cell door		
202.00	Install new hinges on Steel Plate Supports		
101.00	Reposition and lift doors into position with a hydraulic jack to be attached to new hinges		
101.00	Hang doors on new hinges and test for proper working		
	Material and Labor		
Subtotal			\$484,800.00
Total			\$484,800.00

Make all checks payable to Hawk Construction Co. LLC

THANK YOU FOR YOUR BUSINESS!

Performance Evaluation Details

ID	E1
Project	Task Order Contract for Minor Construction
Project Number	23ITB138741K-JAJ (B)
Supplier	Hawk Construction Company LLC
Supplier Project Contact	Miles Traylor (preferred language: English)
Performance Program	Construction Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/25/2024
Evaluation Type	Formal
Interview Date	07/25/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/25/2024 03:16 PM EDT
Completion Date	07/25/2024 03:16 PM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE

17/20

Rating

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

Comments

Hawk Construction delivered resolutions when outside factors affected expectations by coordinating with key DREAM personnel and facility staff.

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Hawk Construction complied with the work plan and maintained budget. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

Their technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been concise and precise as it pertains to services rendered. Hawk continues to go above and beyond in delivering their services to Fulton County.

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

They worked to avoid additional costs that originated from unexpected changes in workmanship, scope, or access points.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

They independently manage their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner.

GENERAL COMMENTS

Comments

Not Specified

TASK ORDER NO. 2 TO FORM OF CONTRACT

Contractor: **Hawk Construction Company, LLC**

Contract No. **19ITB432768K-JAJ (B), Fulton County Task Order Contract
for Minor Construction Projects**

Address: **158 Fairview Rd., Suite E**
City, State **Ellenwood, GA 30294**

Telephone: **(770) 329-4533**

E-mail: **mhawkconstruction@yahoo.com**

Contact: **Miles Traylor**
CEO/Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Hawk Construction Company, LLC** to provide Task Order Contract for Minor Construction Projects, dated 1st day of January 2024, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for this task order is to cover the cost to provide upgrades, replacement/repairs and complete the installation of 101 new inmate cell doors; and painting and repairing damaged walls due to demolition of existing cell doors at the Fulton County Jail located in the 5 South area of the facility; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this task order was approved by the Fulton County Board of Commissioners on **November 20, 2024, BOC Item #24- .**

NOW, THEREFORE, the County and the Contractor agree as follows:

This Task Order No. 2 to Form of Contract is effective as of the 6th day of November 2024, between the County and Hawk Construction Company, LLC, who agree that all Services specified will be performed in accordance with this Task Order No. 2 to Form of Contract and the Contract Documents.

- 1. SCOPE OF WORK TO BE PERFORMED:** The Contractor will furnish all management, labor, materials, tools, equipment, and appurtenances needed to perform the work authorized by task order issued under this contract, by providing

upgrades, replacement/repairs and complete the installation of 101 new inmate cell doors; and painting and repairing walls due to the demolition of existing cell doors at the Fulton County Jail located in the 5 South area of the facility.

Replacement/Repairs Costs for Inmate Cell Doors:

	Description of Work	Quantity	Project Cost
1	Detach existing steel doors from hinges	101	
2	Demo existing damaged/faulty door hinges and concrete plate support	202	
3	Painting and repairing damaged walls due to demo of door hinges and concrete plate supports	101	
4	Prime and paint walls after repairs	101	
5	Fabricate and install steel plate supports outside and inside cell door	202	
6	Install new hinges on steel plate support	202	
7	Reposition and lift doors into position with hydraulic jack to be attached to new hinges	101	
8	Hang doors on new hinges and test for proper working	101	
9	Material and labor		
	Total Costs		\$484,800.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$484,800.00** (Four Hundred and Eighty-Four Thousand Eight Hundred Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Task Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF TASK ORDER NO. 2 TO FORM OF CONTRACT:** Except as modified by this Task Order No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

CONSULTANT:

**HAWK CONSTRUCTION
COMPANY, LLC**

Miles Traylor,
CEO/Owner

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0795

Meeting Date: 11/20/2024

Department

Real Estate and Asset Management

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

Request approval a of a statewide contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in an amount not to exceed \$145,000.00 with WEX Bank (Salt Lake City, UT) to provide fuel card management services for Fulton County fleet vehicles. Effective date: January 1, 2025 through September 30, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This Statewide contract provides fuel dispensing via WEX card services for the County vehicles operating outside areas where the drivers could not utilize County owned fuel facilities and related services in support of the County's fuel card program.

Scope of Work: The fuel WEX cards is a Visa badged fuel card that allows users to purchase fuel at any retail location through the metro area. Ninety-five (95) percent of WEX card users are Law Enforcement Officers and County Officials.

Benefits to the use of this SWC are:

- No account set up fee
- No monthly card fees
- No fee for replacement card
- Access to Strategic Card Support for special customer service
- Early payment rebate ranges from 0.10% to 0.13

Community Impact: None of which the Department is aware.

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

The requested spending authority in the total amount of \$145,000.00 for FY2025, is an increase of \$15,000.00 over FY2024. The Sheriff Department was issued 20 additional WEX fuel cards for FY2025 in support of vital operations.

The requested spending authority in the total amount of \$145,000.00 will cover the costs for fuel dispensing demands via WEX card services for the County vehicles operating outside areas and help to subsidize high fuel costs for FY2025.

The fuel card services will be managed and coordinated by the Department of Real Estate and Asset Management's, Fleet Management Division.

Project Implications: This fuel management service contract is critical component in support of the County fleet using fuel sites outside of the County's fueling dispensing sites and operating out of the state for services for approximately 275 County fleet vehicles.

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

Department Issues/Concerns: If this Statewide Contract is not approved, the Department will not be able to provide fuel dispensing services to the County fleet vehicles operating outside of County owned fueling sites for FY2025.

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: SWC #99999-001-SPD0000112-0001

Exhibit 2: Performance Evaluation

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:	\$145,000.00
TOTAL:	\$145,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1712: Internal Service, Real Estate and Asset Management, Gasoline- \$145,000.00
"Subject to availability of funding adopted for FY 2025 by the BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 9/30/2025
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Agenda Item No.: 24-0795

Meeting Date: 11/20/2024

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



Statewide Contract Information Sheet

Statewide Contract Number		99999-001-SPD0000112-0001	
Name of Contract	Fuel Card Management Services		
Effective Date	October 1, 2014	Expiration Date:	September 30, 2025
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Mandatory
Contract Information for Supplier			Page Number
<u>Wex Bank</u>			<u>2</u>
Additional Contract Information			
<u>General Contract Information</u>			<u>3</u>
<u>Ordering Instructions</u>			<u>4</u>
<u>Frequently Asked Questions</u>			<u>5</u>
<u>Contract Renewals/ Extensions/ Changes</u>			<u>8</u>
<u>DOAS Contact Information</u>			<u>9</u>



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000112-0001
PeopleSoft Supplier Number	0000094858
Supplier Name & Address	
WEX Bank 111 East Segoe Lily Drive Suite 250 Sandy, Utah, 84070	
Contract Administrator	
Janet Parker janet.parker@wexinc.com 207-749-6176	
Contact Details	
Ordering Information	Chris Buchanan christopher.buchanan@doas.ga.gov 404-463-6410
Remitting Information	Fleet Services P.O. Box 6293 Carol Stream, IL 60197-6293
Delivery Days	N/A
Discounts	.0010% net 10 .0012% net 7 .0013% net 5 (see details below)
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



General Contract Information

- (1) No set up or card fees apply
- (2) Early Payment Rebates Available
 - Payment received within 10 days of the billing date appearing on the monthly invoice: .10% (0.0010) off retail transactions
 - Payment received within 7 days of the billing date appearing on your weekly invoice: .12% (0.0012) off retail transactions
 - Payment received within 5 days of the billing date appearing on the weekly invoice: .13% (0.0013) off retail transactions



Ordering Instructions

Initial Fuel Cards

State Agencies

- Contact Chris Buchanan, Office of Fleet Management 404 463 6410
christopher.buchanan@doas.ga.gov

Local Government

- Contact Government Inside Sales Team
866-527-8870 or
governmentmailbox@wexinc.com

Replacement Fuel Cards

State Agencies

- Visit: www.wexonline.com

Local Government

- Follow local Fleet/Purchasing directives



Frequently Asked Questions For New Fleet Accounts

1. How long will the process take for me to have my new fuel card?

Once you apply for an account you should receive your new fuel cards within 2 weeks.

2. When will the implementation take place?

A Representative from WEX will be reaching out to your Fleet Coordinator once your account is approved to implement your new account. (within 5-7 days of applying) During implementation they will need your vehicle and driver information as well as address and contact information. They will also go over any reporting needs.

3. Who will contact me for implementation? What will be the communication method? Your Fleet Coordinator (contact on the application) will be contacted by a representative of our implementation team via email or phone.

4. Who should I call for assistance once I have my cards?

You can call into customer service, 24/7, for account assistance - 800-492-0669



Changes/Renewals/Extensions

- 1. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2017.**
- 2. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2018.**
- 3. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2019**
- 4. Contract is currently on Renewal #4. The effective date of the renewal is Oct. 1, 2020.**
- 5. Extension #1 is effective from Oct. 1, 2021 - September 30, 2022.**
- 6. Extension #2 is effective from Oct. 1, 2022 - September 30, 2023.**
- 7. Extension #3 is effective from Oct. 1, 2023 - September 30, 2024.**
- 8. Extension #4 is effective from Oct. 1, 2024 - September 30, 2025.**



Revised 07/13/11

SPD-CP032

DOAS Contact Information

*See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.

Revised 07/13/11

PD-CP032

Performance Evaluation Details

ID	E4
Project	Fuel Card Management Services
Project Number	SWC#99999-001-SPD0000 112-0001
Supplier	WEX Bank
Supplier Project Contact	Denise Baumgart (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/01/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/01/2024 09:37 PM EDT
Completion Date	08/01/2024 09:37 PM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0796

Meeting Date: 11/20/2024

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 #99999-001-SPD0000154-0001, Facility Maintenance Solution in an amount not to exceed \$131,368.00 with CGL Facility Management, LLC (Fayetteville, GA), to provide preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at 5710 Stonewall Tell Road, College Park, GA 30349. Effective dates: January 1, 2025, through July 14, 2025.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This Statewide Contract provides preventive and corrective maintenance services for the County-owned facility currently leased to the State of Georgia Department of Human Services located at the 5710 Stonewall Tell Road, College Park, GA 30349.

Scope of Work: The statewide contractor (facility maintenance) will operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems. The contractor shall be fully responsible for providing customer service, quality control and all other services.

Basic services shall include:

- Facility management: day-to-day management
- Landscaping/Grounds
- Electrical systems
- Security systems including but not limited to audio systems, video systems, CCTV, and cable TV
- Lighting preventive maintenance on all interior and exterior lighting
- Heating, ventilation, and air conditioning equipment including but not limited to direct exchange cooling units, heat pumps, air handling units, roof tops, exhaust fans coils and refrigerant piping
- Fire alarm including, but not limited, to fire suppression system, fire sprinklers, fire extinguishers and fire panels
- Fire sprinkler systems
- Plumbing and sewer including, but not limited to, pipes, service pipes, drains, sumps, backflow prevention devices, sewage grinders, septic tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, garbage disposals, washer lines, floor drains, and leak detection.

Services not included:

- Site utilities
- Janitorial services
- Roofing services and waterproofing systems
- Asphalt/concrete repair
- Card access system
- IT maintenance

However, if there is any interruption in the supply of any/all the above utilities, the Contractor will coordinate with the respective utility vendors and ensure early resumption of utilities.

Community Impact: None of which the Department is aware.

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

The requested spending authority in the total amount of \$232,875.00 for FY2025, is an increase of \$7,875.00 ($\$225,000.00 - \$232,875.00 = \$7,875.00$) over FY2024. The Statewide Contractor (CGL Facility Management, LLC) is proposing an increase in their annual base contract pricing rate up to 3.5% effective FY2025.

The current Statewide Contract for Facility Maintenance will expire on July 14, 2025. This request is to align with the current Statewide contract term of January 1, 2025, through July 14, 2025, in the amount of \$131,368.00. We anticipate the State will have a new Facility Maintenance contract in place by July 15, 2025, and a new Agenda Item for will presented to the BOC for the remaining 6

months of the fiscal year from July 15, 2025, through December 31, 2025, requesting the remaining spending authority of \$101,507.00.

This is a time and materials contract that require covering the costs for replacement of parts/components and labor for maintenance repairs for DFCS building.

Project Implications: This statewide contract allows the County to provide preventive and corrective maintenance services to ensure the optimum operation performance of the facility.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this statewide contract is not approved, there will be a delay in providing internal resources necessary to render adequate and timely maintenance service to the facility.

Contract Modification: This is a new request.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC#99999-001-SPD0000154-0001

Exhibit 2: Cooperative Purchasing/Statewide Contract Justification Form

Exhibit 3: Performance Evaluation

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:	\$131,368.00
TOTAL:	\$131,368.00

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:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- \$131,368.00
“Subject to availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 7/14/2025
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2024

Report Period End:
9/30/2024

Summary of Contract # 99999-001-SPD0000154-0001

×

[Open Main Document](#)

Contract Information

Contract Name * Facility Maintenance Solution
Contract Type * Convenience Statewide Contract
Supplier Name CGL FACILITY MANAGEMENT LLC
Summary [View Summary](#)

Contract Dates

Begin Date 8/15/2018 12:00 AM EDT
Expire Date 7/14/2025 11:59 PM EDT

Contract Managers

Donnie Treadway donnie.treadway@doas.ga.gov
+1 404-657-4254

> Purchasing Information

> Attachments

* Required

[Close](#)

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000154-0001	NIGP Code	91001, 91060, 93625, 94155
Name of Contract	Facility Maintenance Solutions		
Effective Date	August 15, 2018	Expiration Date	July 14, 2024
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Convenience Contract
Contract Information for Supplier			Page Number
<u>CGL Facility Management LLC</u>			2
Additional Contract Information			
<u>Contract Renewals/ Extensions/ Changes</u>			3
<u>General Contract Information/Ordering Instructions</u>			4
<u>Scope of Services</u>			5
<u>Rates for Technicians and Materials</u>			6
<u>DOAS Contact Information</u>			7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	Facility Maintenance Solutions		
Contract Name	99999-001- SPD0000154-0001		
PeopleSoft Vendor Number	0000176490	Location Code	000001
Vendor Name & Address			
<p>CGL Facility Management, LLC 1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349</p> <p>TIN: 26-795410</p>			
Contract Administrator			
<p>Name: Greg Westbrook Telephone: 678-381-6583 Email: gwestbrook@cglcompanies.com</p> <p>Web Links cglcompanies.com cglstatewide.com</p>			
Contract Details			
1. Orders to be mailed to	See Contract Ordering Instructions		
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349		
3. Shipping Information	NA		
4. Discounts	NA		
5. Payment Terms	Net 30 Days		
6. Acceptable Payment method	Purchase Order		

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

[Statewide Contract Scope of Services](#)

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	\$72.00
2	HVAC Technician	Hour	\$93.50
3	Electrical Technician	Hour	\$60.00
4	Electronics Technician	Hour	\$90.61
5	Fire Alarm Technician	Hour	\$90.61
6	Plumbing Technician	Hour	\$89.50
7	General Maintenance Tradesman	Hour	\$39.95
8	Generator Technician	Hour	\$95.00
9	Locksmith - Electronic	Hour	\$90.61
10	Locksmith - Mechanical	Hour	\$60.00
11	Welder	Hour	\$62.00
12	Fencing Technician	Hour	\$65.00
13	Specialty Kitchen Equipment	Hour	\$95.00
14	Groundskeeper/Landscaper	Hour	\$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	\$108.00
16	HVAC Technician	Hour	\$140.25
17	Electrical Technician	Hour	\$90.00
18	Electronics Technician	Hour	\$135.92
19	Fire Alarm Technician	Hour	\$135.92
20	Plumbing Technician	Hour	\$134.25
21	General Maintenance Tradesman	Hour	\$59.93
22	Generator Technician	Hour	\$142.50
23	Locksmith - Electronic	Hour	\$135.92
24	Locksmith - Mechanical	Hour	\$90.00
25	Welder	Hour	\$93.00
26	Fencing Technician	Hour	\$97.50
27	Specialty Kitchen Equipment	Hour	\$142.50
28	Groundskeeper/Landscaper	Hour	\$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS Contact Information

Donnie Treadway

Contract Management Specialist
donnie.treadway@doas.ga.gov
404-463-0824

For Team Georgia Marketplace question(s)

Procurement Help Desk

Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000154-0001, Facility Maint

Estimated Contract Spend: \$131,368.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

Public Cooperative Entity (Ex: NASPO)
List cooperative entity: _____

State of Georgia Statewide Contracts
(Department of Administrative Services)

Federal Government (Ex: GSA contract)

Other Governmental Entity
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. Saves approximately \$0.87/sq. ft. over historical/projected cost for current contract participants

- The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
- Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency)
 - Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
 - Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)
- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies 24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track, and categorize maintenance cost for easier budget analysis and improved facility life cycle management Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg. price/sq. ft. for all facilities currently on contract

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The use of the contract meets the needs of the requesting department/agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The proposed contracting entity is authorized to conduct business in the State of Georgia.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

meets the requirements does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent Mark Hawks, CAPA Date 11/8/2024

Chief Purchasing Agent *Felicia Strong-Whitaker* Date 11/11/2024

Performance Evaluation Details

ID	E1
Project	Facility Maintenance
Project Number	SWC#99999-001-SPD0000154-0001 -
Supplier	CGL Companies
Supplier Project Contact	Jennifer Svoboda (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	10/15/2024
Evaluation Type	Formal
Interview Date	10/15/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/15/2024 11:37 AM EDT
Completion Date	10/15/2024 11:37 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating

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

Comments

CGL's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received with a little delay and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

SCHEDULE

17/20

Rating

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

Comments

CGL has proven to be reliable when called upon for their services and they delivered them within an acceptable timetable and resolution.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Technicians are very knowledgeable and professional, and their communication with key DREAM personnel has been concise and precise as it pertains to services rendered.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

CGL staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way to ensure that DREAM's key personnel were updated on their progress reports.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

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

Comments

CGL independently manage their contract with little to no supervision required by County staff and continue to respond to any requests in a prompt and professional manner.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0797

Meeting Date: 11/20/2024

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, 24RFP020124K-JA, Design/Build Services for North Fulton Health Human Services (HHS) Center in an amount not to exceed \$15,417,450.00 with Beck PMI, Joint Venture, comprised of The Beck Group and Peachtree Mechanical Inc. (Atlanta, GA), to provide design/build services for the construction and renovation of 4700 North Point Parkway, Alpharetta, GA 30022. Effective upon issuance of Notice to Proceed (NTP) to substantial completion in 270 calendar days and final completion in 300 calendar days or as agreed between the County and the Design/Builder.

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

In accordance with State of GA O.C.G.A. § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed proposals (RFPs) 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: Recognizing the need for the expansion of delivery of Health and Human Services programming, Fulton County has developed a comprehensive plan for the renovation of the property located at 4700 North Point Pkwy. This construction project will allow for services currently being offered in either leased facilities or facilities that have exceeded their useful

life expectancy to be relocated to a modern, County-owned facility.

The existing facility is a two-story 108,000 (+/-) sq. ft. building on North Point Parkway, a former data center. Based on preliminary test fits, the services included at this location will be the Department of Health (State - Administration, nursing, environmental, dentistry, traveling nursing programs, vital records, and W.I.C) Behavioral Health- Youth, Adult, and Developmental Disabilities, Department of Real Estate and Asset Management (DREAM), Emergency Management Agency, Superior Court DUI Services, Senior Services Programming with future inclusion of wrap around support services.

Scope of Work: The project will consist of the design and renovation of the facility's interior encompassing approximately 65% of the facility square footage.

The Design Build Services shall consist of, but not limited to:

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Provide necessary Insurance including Errors & Omissions for Design
- Provide 100% Performance and Payment Bonds prior to Construction
- Suggest value engineering alternates and incorporate same into documents once approved
- Management and execution of Design - Construction Documents Phase
- Management and execution of all required permits
- Management and execution of the Construction Procurement Phase
- Management and execution of all Construction Phase activities
- Management and execution of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

The County requires a project schedule that achieves substantial completion with a temporary certificate of occupancy (TCO) within 270 calendar days of notice to proceed.

Community Impact: The successful completion of this new location for multiple Health and Human Services programs to ensure that citizens of North Fulton and surrounding areas can access these critical services to meet their needs.

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

The recommended design-builder will work in collaboration with the DREAM's Building Construction team and the County's Health and Human Services representatives.

Project Implications: This contract's intent is to complete the construction/renovation design project of this new Health and Human Services ("HHS") Center for North Fulton that will allow the Fulton County to staff, to provide a one stop location for several Health and Human Services initiatives to ensure that citizens of North Fulton and surrounding areas can access these critical services to meet

their needs.

Community Issues/Concerns: None that 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 the Design/Build services for the construction and renovation to the new Fulton County Health and Human Services (“HHS”) Center for North Fulton.

Contract Modification: This is a new procurement.

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

Contract Value: \$15,417,450.00

Prime Vendor: The Beck Group - Non-Minority / Peachtree Mechanical Inc.(JV)

Prime Status: The Beck Group (\$12,333,960.00 or 80.00%) and Peachtree Mechanical Inc. - White Female American Business Enterprise (\$3,083,490.00 or 20.00%)

Location: Atlanta, GA

County: Fulton County

Total Contract Value: \$15,417,450.00 or 100.00%

Total Certified Value: \$3,083,490.00 or 20.00%

Subcontractors: The Prime Contractor must identify the subcontractors that will be utilized for this project 6 weeks after issuance of 75% construction documents.

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

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

No

Total Contract Value

Original Approved Amount: \$0.00

Agenda Item No.: 24-0797

Meeting Date: 11/20/2024

Previous Adjustments:	\$0.00
This Request:	\$15,417,450.00
TOTAL:	\$15,417,450.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-1424: Capital, Real Estate and Asset Management, Renovations - 15,417,450.00

Key Contract Terms	
Start Date: Effective upon issuance of Notice to Proceed (NTP)	End Date: Substantial completion in 270 calendar days and final completion in 360 calendar days or as agreed between the County and the Design/Builder
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: New Contractor

Would you select/recommend this vendor again?

Yes

Report Period Start: N/A	Report Period End: N/A
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INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent^{DS}
Department of Purchasing & Contract Compliance *FSW*

FROM: Evaluation Committee
Department of Real Estate and Asset Management (DREAM)

RE: Evaluation Committee Recommendation Letter

DATE: October 30, 2024

PROJECT: 24RFP020124K-JA, Design-Build Services for N. Fulton HHS Center

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 DREAM.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Albion FS360 Partnership
2. Beck PMI, Joint Venture
3. Hogan Construction
4. Swinerton + Green Heart: a Joint Venture
5. Winter Johnson Group, JV

After a review of the technical proposals, the following firms were short-listed:

1. Beck PMI, Joint Venture
2. Hogan Construction
3. Swinerton + Green Heart: a Joint Venture

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 **Beck PMI, Joint Venture**, with a total score of **81.16%**; is the recommended vendor for the award of **24RFP020124K-JA, Design-Build Services for N. Fulton HHS Center**.

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:

Signed by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and
Asset Management

DocuSigned by:

Timothy Dimond

Timothy Dimond, Deputy Director
Department of Real Estate and
Asset Management

Signed by:

LaKeshia Brackett

LaKeshia Brackett, Building Maintenance Manager
Department of Real Estate and
Asset Management

EVALUATION CRITERIA	WEIGHT	Hogan Construction	Swinerton + Green Heart, a Joint Venture	Beck PMI, Joint Venture
Executive Summary	5%	3.75	3.75	3.33
Relevant Project Experience/Past Performance	10%	7.50	8.33	8.33
Project Team Qualifications	10%	8.33	8.33	7.50
Availability of Key Personnel	5%	3.75	3.75	3.75
Project Approach	30%	25.25	23.17	23.25
Local Preference	5%	0	5.00	5.00
Service Disabled Veterans Preference	2%	0	0	0
Cost Proposal	30%	24.62	28.18	30.00
TOTAL SCORE:	100%	73.21	80.51	81.16



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: November 4, 2024

SUBJECT: Contractor's Performance Report – 24RFP020124K-JA Design-Build Services for North Fulton HHS Center-FY2024

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Design-Build Services for North Fulton HHS Center

PROJECT NO.: 24RFP020124K-JA

CONTRACTOR: Beck PMI, JV
3500 Lenox Road, Suite 250
Atlanta, Georgia, 30326

POC: Ben Watkins

PHONE: 404-889-5490

EMAIL: BenWatkins@beckgroup.com

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0798

Meeting Date: 11/20/2024

Department

Real Estate and Asset Management

Requested Action

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program in an amount not to exceed \$1,740,749.38 for Year 1, with ACR Partners, a joint venture comprised of AECOM Technical Services, Inc. (AECOM), Comprehensive Program Services (CPS) and H.J. Russell & Company (HJR) (Atlanta, GA), to provide a complete range of program management and professional services to support the Fulton County Jail Capital Improvement Program ("CIP"). Effective upon issuance of Notice to Proceed (NTP) for five (5) years, with one , two-year renewal option or until completion as determined by the County.

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

In accordance with the Purchasing Code Sections 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: The Fulton County Jail located at 901 Rice Street in Atlanta, Georgia, opened in 1989. The facility has a maximum housing capacity of 2600 inmates. The Fulton County Sheriff's Office also operates the Jail South Annex, located at 6500 Watson Street, Union City, Georgia, with a capacity of 285 beds.

The existing jail infrastructure is in a state of severe deterioration, incurring significant annual maintenance costs. Additionally, the facility was originally designed to house minimum to medium risk detainees. The majority of the current jail population is maximum security inmates which presents ongoing safety concerns. The planned scope of work includes a facility condition assessment of both the Rice St jail campus and the Jail South Annex. The assessment recommendations will be prioritized and executed in order to extend the useful life of the existing facilities. Additionally, the recommended firm will evaluate the existing Rice St. site for the construction of a special purpose facility to meet the jail's population needs.

Scope of Work:

PHASE I: FACILITY CONDITION ASSESSMENT

- Conduct facility condition assessments of Rice Street facility, Marietta Annex, and Jail South Annex
- Advise on prioritization of findings from the assessment
- Provide options/scenarios of what can be delivered within the maximum allowable budget
- Develop plan for inmate housing during construction
- Recommendations on renovations and a new facility (special purpose building)
- Provide estimate for future special purpose building

PHASE II: PROGRAM MANAGEMENT SERVICES

Phase II consists of the management and oversight of the delivery of the Project. Phase II will start with procurements to deliver the design, construction, and other needed services to complete the project scope.

Phase II shall consist of, but not limited to:

- Planning Phase and General Duties
- Design Phase
- Construction Package and Bid Phase
- Construction Phase
- Closeout Phase
- Occupancy and Transition

Community Impact: The successful completion of the Jail Capital Improvement Program (“CIP”) will preserve the life of the existing jail facilities and provide a safer and more reliable environment for both staff and detainees.

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

The recommended Program Management Team (PMT) will work in collaboration with the DREAM and the Fulton County Sheriff's Office.

Project Implications: This contract’s intent is to provide full range of Program Management and Professional Services for the Fulton County Jail CIP and to assist DREAM to facilitate the final completion of delivery of a newly renovated jail facilities that provides a safe, humane, and sustainable environment reflecting best practices.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the Program Management and Professional Services needed for the facility assessment and associated construction/repair services.

Contract Modification: This is a new procurement.

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

Contract Value: \$1,740,749.38

Prime Vendor: ACR Partners
Prime Status: White American Female Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,740,749.38 or 100.00%

Total Contract Value: \$1,740,749.38 or 100.00%
Total Certified Value: \$1,740,749.38 or 100.00%

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: Performance Evaluation

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

No

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00

Agenda Item No.: 24-0798

Meeting Date: 11/20/2024

This Request:	\$1,740,749.38
TOTAL:	\$1,740,749.38

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

503-520-5200-1190: TAD Facility Capital Fund, Real Estate and Asset Management, Project Management - \$1,740,749.38

Key Contract Terms	
Start Date: Effective upon issuance of Notice to Proceed	End Date: Five (5) years or until completion as determine by the County.
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: One (1), two-year renewal option

Overall Contractor Performance Rating:

ACR Partners- CPR Memo

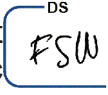
Would you select/recommend this vendor again?

Yes

Report Period Start:	Report Period End:
N/A	N/A



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance ^{DS} 

FROM: Evaluation Committee
Department of Real Estate and Asset Management (DREAM)

RE: Evaluation Committee Recommendation Letter

DATE: November 1, 2024

PROJECT: 24RFP072424K-JA
Program Management and Professional Services for the Fulton County Jail
Capital Improvement Program

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-referenced project on behalf of the Department of Real Estate and Asset Management (DREAM).

Three (3) qualified firms submitted proposals for evaluation and consideration for the award of this project:


1. ACR Partners
2. Fulton County Collaborative
3. HPM Johnson, Joint Venture

After review, evaluation, and consideration, including Oral Interviews/Presentations, with all three (3) firms of all available information related to the requirements and evaluation criteria of the Request for Proposals (RFP), the Evaluation Committee has determined that the proposal submitted by **ACR Partners** with a total score of **82.27**, is the recommended vendor for award of project 24RFP072424K-JA, Program Management and Professional Services for the Fulton County Jail Capital Improvement Program.


Evaluation Committee Recommendation Letter
24RFP072424K-JA
November 1, 2024
Page | 2

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:

Signed by:

B20354A88008422...


Joseph Davis, Director
Department of Real Estate and Asset Management

DocuSigned by:

A424AE8892AA434...


Timothy Dimond, Deputy Director
Department of Real Estate and Asset Management

Signed by:

AEF7800841EE437

Steve Nawrocki, Director of Justice System Programs
Office of the County Manager

DocuSigned by:

65CE1C9E8DD834B8...

David Clark, Director
Department of Public Works

DocuSigned by:

A15B0C42DDA34DA...

Colonel Curtis Clark, Deputy Sheriff
Fulton County Sheriff's Office

EVALUATION CRITERIA	WEIGHT	ACR PARTNERS	FULTON COUNTY COLLABORATIVE	HPM JOHNSON, JOINT VENTURE
Executive Summary	5%	3.75	3.5	3.5
Program Management Plan	30%	24	24	22.5
Qualifications of Key Personnel	10%	7.5	9	8
Experience/Organization of Project Team	15%	13.5	11.5	10.5
Relevant Project Experience	20%	18	17	15
Availability of Key Personnel	3%	2.25	2.1	2.55
Local Preference	5%	5	5	5
Service Disabled Veterans Preference	2%	0	0	0
Cost Proposal	10%	8.27	10	7.94
TOTAL POINTS	100%	82.27	82.10	74.99



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM *JD*

DATE: November 5, 2024

SUBJECT: Contractor's Performance Report – 24RFP072424K-JA
Program Management and Professional Services for
the Fulton County Jail Capital Improvement Program-
FY2024

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Program Management and Professional Services for the Fulton
County Jail Capital Improvement Program

PROJECT NO.: 24RFP072424K-JA

CONTRACTOR: ACR Partners
3368 Hardee Avenue
Atlanta, Georgia, 30041

POC: Megan Kocikowski, Vice President

PHONE: (678) 634-3110

EMAIL: mkocikowski@cps-atlanta.com

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

JD/kf

C: Tim Dimond, DREAM Deputy Director
Miquel Rivera, DREAM Building Maintenance Manager
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

FULTON COUNTY JAIL

NO SMOKING
ALLOWED IN
THIS AREA
STOP!

FULTON COUNTY JAIL CAPITAL IMPROVEMENT PROGRAM BOARD OF COMMISSIONERS UPDATE

NOVEMBER 20, 2024
320

Scope of Work

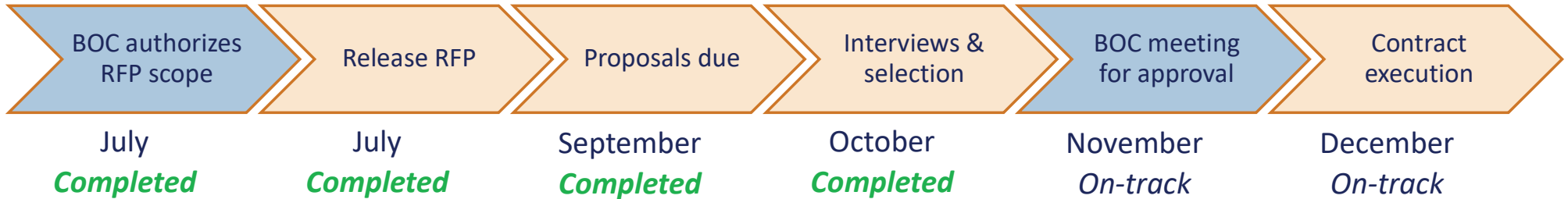
Fulton County is procuring a program management team (PMT) to assist in identifying the scope and overall delivery of the Jail Capital Improvement Program (CIP):

- **PMT Phase I:** Facilities conditions assessment and CIP scope development
 - Conduct facilities assessments of Rice Street, Marietta Annex, and South Annex
 - Advise on prioritization of findings from the assessment
 - Provide options/scenarios of what can be delivered within the maximum allowable budget
 - Create a plan for inmate housing during construction
 - Develop a plan for a future special purpose building

- **PMT Phase II:** Management and oversight of the delivery of the CIP
 - Provide oversight and management of the planning, design, and construction phases of the Program
 - Assist the County in procurement of vendors to deliver the Program

Program Timeline

- PMT Procurement Timeline



- Anticipated Phase I Delivery Timeline



 Board of Commissioners Action

Vendor Profile

The selection committee is recommending **ACR Partners** for approval

- ACR Partners is a joint venture comprising of:
 - AECOM Technical Services, Inc.
 - Comprehensive Program Services
 - H.J. Russell & Company

- ACR Partners has the related experience aligning with the Jail CIP
 - Regional and national presence with deep bench of industry professionals
 - Extensive jail and correctional facility program management experience
 - Successful track record delivering Fulton County projects

- Program management portfolio snapshot:
 - New York City – Borough Based Jails Program (4 jails, 4,400 beds): \$15 billion
 - Walton County – Jail Program (850 beds): \$150 million
 - Fulton County – Library Program, Phase I & II: \$270 million



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0799

Meeting Date: 11/20/2024

Department

Community Development

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

Request approval of a statewide contract - Community Development, SWC 99999-SPD-0000136-0008, Temporary Staffing Services in an amount not to exceed \$148,075.00 with Corporate Temps 2000 (Norcross, GA) to continue temporary staffing services for the Department of Community Development. Effective January 1, 2025 through June 30, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background The temporary positions requested will be used to scale the HUD program areas, with primary responsibility for assisting with the project administration of contracts. Corporate Temps possesses extensive experience and indisputable expertise in identifying, screening, and placing qualified, diverse talent. They are a full-service temporary staffing agency that specializes in diverse talent acquisition across numerous disciplines

Scope of Work: The Agency shall provide temporary staffing services for the Department of Community Development to provide the following positions: 1 - Senior Accountant with job duties to include (but not limited to): Invoice processing and monthly account reconciliations; 2 - Administrative

Coordinator with job duties to include (but not limited to): project coordination; 3 - Inspector to conduct in-person property and unit inspections for HUD-assisted properties; 4 - Project Manager - to manage the Youth Homelessness System Improvement (YHSI) grant. Funds are a combination of grant and general funds.

Community Impact: With sufficient administrative support for HUD programs, the department can maintain compliance with federal regulations and effectively administer programs that provide resources to the community.

Department Recommendation: The department recommends approval of the statewide contract to continue the delivery of services with no interruption.

Project Implications: Temporary staff play a critical role in helping to scale the federal program area by providing additional support, expertise, and flexibility to meet immediate needs.

Community Issues/Concerns: The community has indicated a desire for the County to continue its administration of the HUD programs.

Department Issues/Concerns: The additional temporary staff provided by Corporate Temps has been vital to scaling staff with responsibility for administering grant funding.

Contract Modification: This is a new request.

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

Contract Value: \$148,075.00

Prime Vendor: Corporate Temps
Prime Status: African American Male Business Enterprise
Location: Norcross, Ga
County: Gwinnett County
Prime Value: \$148,075.00

Subcontractor: None

Total Contract Value: \$148,075.00 or 100.00%
Total Certified Value: \$148,075.00 or 100.00%

Exhibits Attached:

- Exhibit 1: Copy of Statewide Contract information
- Exhibit 2: Cost Proposal
- Exhibit 3: Spreadsheet of Positions and Prices
- Exhibit 4: Performance Evaluation

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

Stanley Wilson, Director, Community Development, (470) 526-9655

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$148,075.00
TOTAL: \$148,075.00

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:

865-121-8702-1184-GY23-85D: Grants, Community Development, Temporary Services Agency - \$9,642.65

Funding Line 2:

865-121-8702-1184-GY24-85D: Grants, Community Development, Temporary Services Agency - \$16,835.75

Funding Line 3:

100-121-1212-1184: General Fund, Community Development, Temporary Services Agency - \$27,872.00

Funding Line 4:

100-121-2615-1184: General Fund, Community Development, Temporary Services Agency - \$50,169.60

Subject to FY2025 Adopted Budget for General Funding

Funding Line 5:

461-121-YHSI-1184: Grants, Community Development, Temporary Services Agency - \$43,555.00

Key Contract Terms	
Start Date: 1/1/2025	End Date: 6/30/2025
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2024

Report Period End:
4/30/2024



**CONTRACT AMENDMENT # 9
EXTENSION # 3**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	CORPORATE TEMPS 2000
Contract No.:	99999-001-SPD0000136-0008
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2023 – June 30, 2024

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2024
End Date of New Contract Term:	June 30, 2025

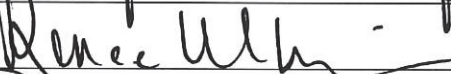
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-0008


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Corporate Temps, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Renee White VP, National Accounts
Date:	March 8, 2024
Company Address:	5950 Live Oak Pkwy, Ste 230 Norcross GA 30093

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/18/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010



September 26, 2024

Good afternoon,

Thanks for contacting Corporate Temps!

We're excited about the opportunity to provide staffing services to your department. Please review the quote for services below.

Feel free to contact me with any questions or concerns.

Best regards,

Renee White

Proposal for Temporary Staffing Services					
January 1, 2025 – December 31, 2025					
Position	# of positions	Pay Rate	Bill Rate	Total Hours	
Administrative Coordinator	1	\$20.00	\$26.80	2080	\$55,744.00
Senior Accountant	1	\$36.00	\$48.24	2080	\$100,339.20
Inspector	1	\$19.00	\$25.46	2080	\$52,956.80
		TOTAL:			
		\$209,040.00			



October 16, 2024

Good afternoon,

Thanks for contacting Corporate Temps!

We're excited about the opportunity to provide staffing services to your department. Please review the quote for services below.

Feel free to contact me with any questions or concerns.

Best regards,

Renee White

Proposal for Temporary Staffing Services January 1, 2025 – December 31, 2025					
Position	# of positions	Pay Rate	Bill Rate	Total Hours	
Project Manager	1	\$31.25	\$41.88	2080	\$87,110.40
		TOTAL:			
		\$87,110.40			

Positions and Prices

Cost from 1/1/2025 - 6/30/2025						
Position	# of Pos.	Bill Rate (p/hr)	OT Bill rate (p/hr)	Reg Hours	OT Hours	Total
Administrative Coordinator	1	\$ 26.80	\$ 40.20	1040	0.00	\$ 27,872.00
Inspector	1	\$ 25.46	\$ 38.19	1040	0.00	\$ 26,478.40
Senior Accountant	1	\$ 48.24	\$ 72.36	1040	0.00	\$ 50,169.60
Project Manager	1	\$ 41.88	\$ 62.82	1040	0.00	\$ 43,555.00
Grand Total						\$ 148,075.00

Performance Evaluation Details

ID	E1
Project	Temporary Staffing Services
Project Number	SWC 99999-SPD-0000136-008
Supplier	Corporate Temps
Supplier Project Contact	Latoya Francis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2024 to 04/30/2024
Effective Date	05/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	05/07/2024 05:00 PM EDT
Completion Date	05/07/2024 05:00 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0800

Meeting Date: 11/20/2024

Department

Senior Services

Requested Action

Request approval of a statewide contract - Department of Senior Services, SWC99999-SPD0000136 -003A, Temporary Staffing Services in an amount not to exceed \$135,135.07 with New World Employment dba Snelling (Tucker, GA), to provide staffing services to support the operation of the Department of Senior Services facilities. Effective January 1, 2025 through June 30, 2025.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This request will provide temporary staffing services to support staffing needs at Multipurpose Facilities.

Scope of Work: The temporary staffing agency will provide temporary staffing for class instruction and administrative support in the four senior multipurpose facilities. The agency has the compacity to backfill vacancies within 24 hours and the availability of temporary placements for full-time positions during recruitment, extended illness, or other extended leave and provide staffing as needed. The agency performs pre-employment testing requirements, background screening, and drug screens in accordance with the County policies, in addition to reference checks (personal and business).

Community Impact: Limits the time needed to fill positions, resulting in less of a service disruption to senior facility participants, thus having no negative impact.

Department Recommendation: The Department of Senior Services recommends approval of this item.

Project Implications: Future budgetary implications may include the possibility of requesting an increase in spending authority, which will depend upon the number of staff in the affected positions that may resign within the contract term. Funding for these requests will be available through un-funding the affected positions as they are vacated

Community Issues/Concerns: This action has no community issues or concerns.

Department Issues/Concerns: The Department must be able to re-appropriate personnel expenses to operational expenses, as affected positions are vacated and then filled through the staffing agency.

Contract Modification: This is a new request.

Contract & Compliance Information

Contract Value: \$135,135.07

Prime Vendor: New World Employment (Formerly Happy Faces, Inc.)

Prime Status: African American Male Business Enterprise

Location: Tucker, GA

County: DeKalb County

Prime Value: \$135,135.07 or 100.00%

Total Contract Value: \$135,135.07 or 100.00%

Total Certified Value: \$135,135.07 or 100.00%

Exhibits Attached

Exhibit 1: Positions and Pay Rates

Exhibit 2: State Contract Information

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$135,135.07
 TOTAL: \$135,135.07

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1160; General Fund, Senior Services - Professional Services Line - \$47,011.20

Funding Line 2:

100-183-183T-1160; General Fund, Senior Services - Professional Services Line - \$37,792.87

Funding Line 3:

100-183-183U-1160; General Fund, Senior Services - Professional Services Line - \$20,459.73

Funding Line 4:

100-183-183V-1160; General Fund, Senior Services - Professional Services Line - \$29,871.27

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options

Overall Contractor Performance Rating: 81

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

Position Title	Category	# of Positions	Employee Hourly Rates	Billing Hourly Rates
Aquatics Instructor	LI	As Needed	\$17.65	\$24.32
Art Instructor	Professional	As Needed	\$17.65	\$23.79
Computer Instructor	Professional	As Needed	\$17.65	\$23.79
Land Fitness Instructor	Professional	As Needed	\$17.65	\$23.79
Piano Instructor	Professional	As Needed	\$17.65	\$23.79
Lifeguard	LI	As Needed	\$13.63	\$18.78
Rental Coordinator	Professional	As Needed	\$22.70	\$30.65
Administrative Clerk	Professional	As Needed	\$12.29	\$18.34
Cashier	Professional	As Needed	\$10.39	\$15.51



**CONTRACT AMENDMENT # 11
EXTENSION # 3**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	NEW WORLD EMPLOYMENT, LLC d/b/a SNELLING
Contract No.:	99999-001-SPD0000136-003A
Solicitation Title/Event Name:	Temporary Staffing Services
Contract Award Date:	July 1, 2017
Current Contract Term:	July 1, 2023 – June 30, 2024

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months, to establish the pricing schedule for this statewide contract and to modify the insurance requirements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2024
End Date of New Contract Term:	June 30, 2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000136-003A


2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	New World Employment d/b/a Snelling
Authorized Signature:	
Printed Name and Title of Person Signing:	Michael Hairston Principal
Date:	April 2, 2024
Company Address:	4333 Lynburn Drive Tucker, GA 30084

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/18/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Performance Evaluation Details

ID	E1
Project	Temporary Staffing Services
Project Number	SWC 99999-SPD0000136-003A
Supplier	New World Employment, dba Snelling
Supplier Project Contact	Michael Hairston (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	81

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

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

Comments Snelling does a good job onboarding staff for our facilities.

SCHEDULE

17/20

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

Comments Snelling does a good job of ensuring that their staff is ready to start when request.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

10/20

Rating **Needs Improvement:** Above average number of issues with deliverables; re-submission of reports and/or deliverables may have been necessary.

Comments Snelling struggles with recruiting for our specialized instructor positions in the areas of art, computers, land fitness, and water fitness and as a result, the user department plays a major role in this area of recruitment.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating **Outstanding:** Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments Snelling does an outstanding job of revising invoices and forwarding them back to the user department promptly. Their team is always available to address our needs.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

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

Comments Snelling does a very good job of complying with the contract. There are some small ongoing problems with getting position titles right, but they are always willing to make the corrections. However, we are still working through the corrections of some titles.

GENERAL COMMENTS

Comments Snelling does an overall good job of providing us with staff members and having them prepared to work when needed. Though there are challenges with recruitment, some of that may be a result of the rate of pay. Overall, I would recommend Snelling.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0801

Meeting Date: 11/20/2024

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 24ITBC1329891A-JWT, Water Meter Vaults in the amount of \$200,000.00 with Bartow Precast Inc., (Cartersville, GA), to provide water meter vaults. Effective January 1, 2025, through December 31, 2025, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

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: To provide water meter vaults.

Scope of Work: The contract will cover the supply of water meter vaults for the Water Distribution System throughout North Fulton County. These vaults will be utilized for installing new water services and replacing small to medium-sized water meters.

Community Impact: Without an accessible supply of water vaults, the installation of new water services cannot proceed, and maintenance of the water system will be affected.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The award will allow Public Works to maintain the Water Distribution System and provide new service.

Community Issues/Concerns: Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: If the contract is not funded, Public Works' ability to maintain the Water Distribution System and implement new service installations will be affected.

Contract Modification: This is a new request.

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

Contract Value: \$200,000.00

Prime Vendor: Bartow Precast Inc.

Prime Status: Non-Minority

Location: Cartersville, GA

County: Bartow County

Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%

Total Certified Value: \$0.00

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

Exhibit 1: Recommendation of Award

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Performance Evaluation

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

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Agenda Item No.: 24-0801

Meeting Date: 11/20/2024

Previous Adjustments: \$0.00
This Request: \$200,000.00
TOTAL: \$200,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$200,000.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024 **Report Period End:** 9/30/2024

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



FULTON
COUNTY

TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: October 16, 2024
SUBJECT: 24ITBC1329891A-JWT – Water Meter Vaults

On September 16, 2024, the Department of Purchasing opened the subject Invitation to Bid (ITBC). There were two (2) responses. Bartow Precast, Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Bartow Precast Inc., in the amount of \$200,000.00.

Funding is available in the following accounts:

203-540-5453-1450: \$ 200,000.00

If you require additional information, please contact David Clark 404-612-2804.

cc: Nick Ammons, Deputy Director, Public Works *Nick Ammons* for Nick Ammons 10/22/24
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Brain Jones, Chief Assistant Purchasing Agent, Purchasing

Performance Evaluation Details

ID	E3
Project	21ITBC000023A-CJC
Project Number	Water Meter Vaults
Supplier	Bartow Precast, Inc
Supplier Project Contact	Michael Tidwell (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 09/30/2024
Effective Date	10/21/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	10/21/2024
Status	Completed
Publication Date	10/21/2024 03:26 PM EDT
Completion Date	10/21/2024 03:26 PM EDT
Evaluation Score	88



10/22/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE

20/20

Rating
Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.
Comments
Water meter vaults are of the highest quality.

TIMELINESS OF PERFORMANCE

17/20

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

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments
Excellent performance from Bartow's staff.

CUSTOMER SATISFACTION

17/20

Rating
Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.
Comments
Excellent customer satisfaction.

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments
All prices charged as agreed per the contract.

GENERAL COMMENTS

Comments
None.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0802

Meeting Date: 11/20/2024

Department

Public Works

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

Request approval to extend an existing Contract - Public Works Department, 17RFP031617K-DJ, Progressive Design/Build Services for the Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) in an amount not to exceed \$279,436.22, utilizing the Owner's Contingency to address additional work required and to extend the contract through March 21, 2025. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The current contract structure between Fulton County and the Joint Venture (JV) requires the Public Works Department to obtain BOC approval for all spending increases beyond the previously approved GMP (Guaranteed Maximum Price). This includes use of the project's Owner Contingency funds. Upon approval the Public Works Department will allocate these contingency funds to cover all costs associated with this action. Additionally, the Public Works Department is seeking a time extension 03/21/2025 to complete the work that is outlined.

Scope of Work: The Public Works Department is seeking the approval to utilize the Owner’s Contingency within the contract to address the following five (5) items:

Item	Scope of Work Description	Cost & Time Impact
1	Installation of signage and building names throughout the facility. This item is a life safety requirement.	115,126.60
2	SCADA upgrades for improved graphic and background displays on HMI’s for the primary clarifiers, grit classifiers, wash compactors, BNR anaerobic tanks, fine screens. This item includes upgraded alarming setups, additional symbol creation.	\$33,167.09 @ 6 Weeks
3	Additional monitors and associated equipment to provide plant operators with additional information within the control room and redundant server location.	\$62,026.99 @ 8 weeks
4	Upgrade and redundancy of CCTV system within the Maintenance Building. This will allow operators to monitor the CCTV feed from the Maintenance Building	\$27,515.96 @ 6 weeks
5	Electrical system upgrades. This item includes the replacement of circuit breakers, covers the costs for an electrical coordination study, and MCC testing during planned outages.	\$41,599.58 @ 6 weeks

These items were not included in the original GMP for the project, however since the project has continued to be completed within budget, the remaining balance of the owner’s contingency is sufficient to cover these expenses. All of these elements will allow for improvements to the plant’s operation and safety of the facility.

This change order does not include any additional compensation that may be owed to the Joint Venture to cover costs associated with extended overheads, time-critical general conditions, heavy equipment, and engineering services during construction associated with this contract extension. These costs will be evaluated during the coming months by Fulton County and the Joint Venture and will be included in a project close-out change order, if necessary.

Community Impact: No immediate impact to the community is expected from this item.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: Approval of this item will enable the Joint Venture to implement critical improvements that address life safety requirements, enhance electrical protections, and support

operational upgrades.

Community Issues/Concerns: No Community issues/concerns have been noted

Department Issues/Concerns: The Public Works Department has not identified any concerns/issues with this request.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award (Phase 1A)	17-0795	10/4/2017	\$1,599,500.00
Original Award (Phase 1B)	18-0372	6/6/2018	\$18,450,543.00
Original Award (Phase 2A)	19-0540	7/10/2019	\$16,932,220.00
Original Award (Phase 2B)	20-0476	7/8/2020	\$274,768,712.00
Change Order 1 (Phase 1B)	20-0471	6/17/2020	\$554,344.00
Change Order 1 (Phase 2B)	22-0661	9/21/2022	\$259,128.00
Change Order 2 (Phase 2B)	23-0075	2/1/2023	\$339,444.13
Change Order 3 (Phase 2B)	24-0078	1/10/2024	\$759,719.88
Change Order 4 (Phase 2B)	24-0442	6/26/2024	\$3,782,603.00
Change Order 5 (Phase 2B)			\$279,436.22
Total Revised Amount			\$317,725,650.23

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

Contract Value: \$279,436.22

Prime Vendor: Archer Western/Brown and Caldwell (JV Partners
50/50JV Both firms Non- Minority)

Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$41,915.43 or 15.00%

Subcontractor: Image 360
Subcontractor Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Contract Value: \$95,008.31 or 34.00%

Subcontractor: Excel Electrical
Subcontractor Status: Non-Minority
Location: Kennesaw GA
County: Cobb County

Contract Value: \$67,064.69 or 24.00%

Subcontractor: Global Control
Subcontractor Status: Asian American Female Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$75,447.78 or 27.00%

Total Contract Value: \$279,436.22 or 100.00%
Total Certified Value: \$75,447.78 or 27.00%

Exhibits Attached

Exhibit 1: Contract to Form Extension #5
 Exhibit 2: Performance Evaluation

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

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$311,750,975.00
 Previous Adjustments: \$5,695,239.01
 This Request: \$279,436.22
 TOTAL: \$317,725,650.23

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

Agenda Item No.: 24-0802

Meeting Date: 11/20/2024

Funding Line 1:

235-540-5400-S157: W&S Construction-2020, Public Works, Big Creek Plant Expansion

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 3/21/2025
Cost Adjustment: \$0.00	Renewal/Extension Terms: March 21, 2025

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Yes

Report Period Start:
9/17/2024

Report Period End:
10/7/2024

CHANGE ORDER NO. 5 TO FORM OF CONTRACT

Contractor: Archer Western-Brown and Caldwell Joint Venture

Contract No.: 17RFP031617K-DJ, Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B

Address: 990 Hammond Drive, Suite 400
City, State Atlanta, GA 30238

Telephone: 404-926-0771

Email: dpetersen@walshgroup.com

Contact: Duane Petersen
Chief Operating Officer

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to provide Progressive Design/Build Services for the expansion and upgrade of the Big Creek Water Reclamation Facility, dated 21st of August 2020, on behalf of the Public Works; and

WHEREAS, it is necessary to expand the scope of work to be provided by the Contractor to address additional work required detailed in Exhibit A, Scope of Work & Compensation attached herein; and

WHEREAS, the County wishes to extend the subject contract, through the March 31, 2025 to complete the work that is outlined in Exhibit A, Scope of Work & Compensation; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Changer Order No. 5 was approved by the Fulton County Board of Commissioners on the _____ day of November 2024.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 5 to Form of Contract is effective as of the 20th day of November, 2024, between the County and Archer Western-Brown and Caldwell, a Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 5 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To complete additional work required detailed in Exhibit A, Scope of Work & Compensation attached herein.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$279,436.22 (Two Hundred Seventy Nine Thousand Four Hundred Thirty Six Dollars and Twenty Two Cents).
3. **LIABILITY OF COUNTY:** This Change Order No. 5 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. 5 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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:

David E. Clark, Director
Public Works

CONTRACTOR:

**ARCHER WESTERN-BROWN
CALDWELL (a joint-venture)**

Duane Petersen
Chief Operating Officer

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

Rod Pope,
Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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EXHIBIT A

SCOPE OF WORK & COMPENSATION

Item	Scope of Work Description	Time Impact	Cost
1	Installation of signage and building names throughout the facility. This item is a life safety requirement.		\$115,126.60
2	SCADA upgrades for improved graphic and background displays on HMI's for the primary clarifiers, grit classifiers, wash compactors, BNR anaerobic tanks, fine screens. This item includes upgraded alarming setups, additional symbol creation.	6 Weeks	\$33,167.09
3	Additional monitors and associated equipment to provide plant operators with additional information within the control room and redundant server location.	8 weeks	\$62,026.99
4	Upgrade and redundancy of CCTV system within the Maintenance Building. This will allow operators to monitor the CCTV feed from the Maintenance Building	6 weeks	\$27,515.96
5	Electrical system upgrades. This item includes the replacement of circuit breakers, covers the costs for an electrical coordination study, and MCC testing during planned outages.	6 weeks	\$41,599.58
TOTAL			\$279,436.22

Performance Evaluation Details

ID	E5
Project	Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF)
Project Number	17RFP031617K-DJ
Supplier	Archer Western-Brown and Caldwell Joint Venture
Supplier Project Contact	Duane Petersen (preferred language: English)
Performance Program	Construction Services
Evaluation Period	09/17/2024 to 10/07/2024
Effective Date	10/17/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/17/2024 12:45 PM EDT
Completion Date	10/17/2024 12:45 PM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

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

SCHEDULE

17/20

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

Comments
The Joint Venture has done an outstanding job of adhering to the project schedule, consistently meeting or exceeding the Department's expectations. When faced with schedule slippage, they have effectively developed and implemented recovery plans to keep the project on track.

BUDGET MANAGEMENT

17/20

Rating
Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments
The Joint Venture has been outstanding in managing the project budget. They've taken a proactive approach, consistently identifying potential challenges or activities that could impact costs. What's been especially valuable is their ability to collaborate with the owner on creative solutions that minimize budget impacts while maintaining fair and transparent costing.

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating
Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments
With numerous moving parts and intricate details, effective project management has been critical to its success. The JV has consistently shown their ability to keep all subcontractors and ancillary contracts aligned with the overarching project objectives and schedule, ensuring smooth coordination amongst all stakeholders.

COST CONTROL

17/20

Rating
Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments
The JV has done an excellent job in managing costs related to this project. Their communication has been clear and consistent, and they have demonstrated a high level of transparency in how costs are calculated, providing thorough justifications for any changes. This proactive approach has help maintain the trust of all stakeholders.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating
Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments
Not Specified

GENERAL COMMENTS

Comments
This office would recommend continued utilization of this vendor.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0803

Meeting Date: 11/20/2024

Department

Select Fulton

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

Request approval and associated funding of an initiative - Department of Economic Development - Select Fulton (Fulton Films Division), 2025 American Black Film Festival (ABFF) Honors in the amount of \$30,000.00 with ABFF Ventures LLC dba NICE CROWD Burbank, CA to provide a Supporting Sponsorship in the amount of \$25,000.00 and associated staff travel costs of \$5,000.00 for the event. Effective upon approval, subject to appropriation of funding in the FY25 budget.

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

Fulton County Code of Laws § 1-117 gives the BOC exclusive authority over the care, management, keeping, collecting, or disbursement, of money belonging to the County, or appropriated for its use and benefit.

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 The Department of Economic Development - Select Fulton (Fulton Films Division) recommends approval of this Agenda Item. On October 18, 2023, the BOC approved Resolution 23-0683 approving a sponsorship agreement template for use by the Department of Arts and Culture (including Fulton Films) and authorizing the County Manager, or his designee, to sign

such agreements where funding is in the approved budget. Fulton County funding for such sponsorships over \$5,000.00 shall be limited to no more than \$25,000.00 per event.

Scope of Work: The Department of Economic Development - Select Fulton (Fulton Films Division) requests funding to activate on a film initiative at the 2025 American Black Film Festival Honors in the amount of \$30,000.00 to provide a 1) \$25,000.00 Supporting Sponsorship and 2) \$5,000.00 for associated staff travel costs. A Supporting Sponsorship includes the following benefits: Marketing Inclusion: Logo inclusion on the homepage of the ABFF Honors website. Public Relations: Company mention in press releases and media advisories as a Supporting Sponsor. Hospitality: One (1) reserved table for ten (10) guests.

Community Impact: This initiative of the Department of Economic Development - Select Fulton (Fulton Films Division) will expand its ability is to engage with the Film industry and promote film opportunities in Fulton County, thus, bringing more awareness, investment and jobs to the citizens of Fulton County.

Department Recommendation: Approval.

Project Implications:

Community Issues/Concerns: None.

Department Issues/Concerns: The current recurring 2025 budget of the Department of Economic Development - Select Fulton (Fulton Films Division) will not be able to support this initiative without serious cuts to other planned initiatives in 2025.

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.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$.00

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

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*)

Samir Abdullahi, Director, Economic Development, 404-612-8120

Contract Attached

Yes

Previous Contracts

Choose an item.

Total Contract Value

Original Approved Amount:
Previous Adjustments:
This Request:
TOTAL:

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-120-2618-1307 - \$25,000.00 - Pending BOC Approval of FY25 Budget

Funding Line 2:

100-120-2618-1302 - \$5,000.00 - Pending BOC Approval of FY25 Budget

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Agenda Item No.: 24-0803

Meeting Date: 11/20/2024

Choose an item.

Report Period Start:

Report Period End:

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made and entered into as of the last signature date below by and between ABFF Ventures LLC, with an office at 4111 W. Alameda Ave, Suite 501 Burbank, CA 91505 and Fulton County, Georgia, on behalf of Fulton Films for the services provided for, ABFF Ventures LLC. dba Nice Crowd on February 17, 2025 at the American Black Film Festival Honors event, henceforth known as “the Event”.

RECITALS

Host is presenting the following Event: ABFF Ventures LLC. dba Nice Crowd, Fulton Films desires to sponsor the Event. If applicable, Fulton’s Department of Economic Development agrees to purchase a sponsorship package at the \$25,000.00.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
2. **Host’s Obligations/Deliverables:** In consideration for Host presenting or putting on the Event and receiving payment, Host shall provide Fulton Films with the services, deliverables and rights set out in Appendix A, which is incorporated and hereby made a part of this Agreement.
3. **Fulton’s Department of Economic Development Obligations/Deliverables:** As full compensation for the rights, deliverables and services granted herein, Fulton Films shall pay to Host a fee (the “Sponsorship Fee”), as set out Appendix B, which is incorporated and hereby made a part of this Agreement. The Sponsorship Fee is payable to Host in the manner and due on date(s) set out in Appendix B. Fulton Films will provide Host with all deliverables and materials necessary to provide the contracted services (e.g., logos, etc.) as is further set forth in Appendix C, (if applicable).
4. **Term of the Agreement/Sponsorship period.** The Agreement is effective upon execution of the parties and shall terminate upon the occurrence of the Event or the dates specified elsewhere in this Agreement, unless earlier terminated as provided in this Agreement.
5. **Cancellation.** If the Event is not held by reason of acts of God, acts of a governmental authority, riot, revolution, fires, or war, or other cause beyond the reasonable control of the parties hereto, Host shall use its best efforts to reschedule the Event at a mutually agreeable time within a reasonable time from the originally scheduled date. If the Event cannot be rescheduled, Host shall, within seven (7) days, refund to Fulton Films [Fulton County] any amounts previously paid by Fulton Films for which a service has not been provided.
6. **Trademarks/Materials.** The use of trademarks or materials of the parties shall be as provided in Appendix C, (if applicable).
7. **Hold Harmless/ Indemnification.** To the extent allowable by law, Host hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton Films [Fulton County], its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney’s fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way

from the actions or omissions of Host, its agents, employees, officers and directors in connection with the Event. The language of this indemnification clause shall survive the termination of this Agreement. Host is not responsible for any acts or omission that is not caused by it, its employees, agents or anyone under its control or direction.

8. **Limitation of Liability.** In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

9. **Miscellaneous.**

9.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Host agrees to send a copy of any notices via email to Shaunya.Chavis@fultoncountyga.gov.

9.2 Invoicing and Payment. Invoices shall be submitted to the Fulton County Accounts Payable Division via electronic mail at Accounts.Payable@fultoncountyga.gov at least ten (10) business days prior to the payment due date. At a minimum, original invoices must include:

- (1) the event date;
- (2) the name of the event; and
- (3) the legal name of the entity to receive payment.

9.3 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

9.4 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement. Notwithstanding the foregoing, Host acknowledges that as a governmental entity, Fulton Films [Fulton County] must comply at all times with the Georgia Open Records Act, and where there is a conflict between the terms of this Agreement and the Open Records Act, the provisions of the Georgia Open Records Act shall control.

9.5 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Host consents to the exclusive jurisdiction and venue of the courts in Fulton County, Georgia.

9.6 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[HOST]

Attest:

Signatory's name

(Signature)

Name

Title

(Seal)

Fulton County, Georgia

Richard "Dick" Anderson
County Manager

Approved as to Content:

Approved as to Form:

Samir Abdullahi, Director
Select Fulton
Department of Economic Development

Office of the County Attorney

APPENDIX A

The Host of the ABFF Ventures LLC. dba Nice Crowd shall provide Fulton Films with the following deliverables at the American Black Film Festival Honors event on February 17, 2025 in Los Angeles, California:

- Marketing Inclusion: Logo inclusion on the homepage of the ABFF Honors website.
- Public Relations: Company mention in press releases and media advisories as a Supporting Sponsor.
- Corporate Hospitality: One (1) reserved table for ten (10) guests.

APPENDIX B

SPONSORSHIP FEE: \$25,000.00

Fulton County agrees to sponsor the American Black Film Festival Honors event on February 17, 2025 in Los Angeles, California in the amount of \$25,000.00.

This Agreement represents the only relationship between Company and Sponsor. No other relationship between the two entities exists, implied, or otherwise.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0804

Meeting Date: 11/20/2024

Department

Emergency Services

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

Request approval to utilize cooperative purchasing - Department of Emergency Services, General Services Administration Contract #GS-35F-0415V, in the amount of \$219,852.13 with Quality Recording Solutions, LLC, Eventide (Roswell, GA) for the purchase of the 911 Recording System and to provide professional services required to upgrade and maintain the department's current recording system. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase 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)*

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The current HigherGround Recording system was installed in the 911 Center in 2016 and records 911 calls and public safety radio traffic and is used for Open Records and Service requests. This request is to upgrade the existing system.

Scope of Work: The HigherGround recording system needs a hardware refresh and software upgrade to ensure compatibility with the recently upgraded digital radio system in addition to having a storage backup of all 911 recordings. This upgrade will ensure that both primary and backup

recordings of all 911 telephone calls and radio traffic are maintained, with enhanced notifications for any system issues. Currently, there is no redundancy and or backup for the telephone and radio recording system.

This is a new system and in accordance with County Purchasing Section §102-386, regarding intellectual property, the County estimates the anticipated useful life of the intellectual property is a minimum of 10 years and the County estimated the anticipated annual cost for maintenance and support agreement(s), service agreement(s) and licensing fee(s) in order to maintain the intellectual property over its useful life is estimated at \$34,317.00 annually beginning in 2025.

Community Impact: N/A

Department Recommendation: Recommend approval.

Project Implications: There will be a delay in implementation of the project with no redundancy in place if item is not approved.

Community Issues/Concerns: N/A

Department Issues/Concerns: If these critical upgrades are not performed, backup data can be lost for any Open Records and Service requests. 911 Operators will be unable to playback vital recordings from citizens and public safety agencies. Delaying the project could lead to higher future costs due to the need for emergency fixes or more extensive upgrades later. Without the upgrade, the system might become vulnerable to security breaches, putting sensitive information at risk.

Contract Modification: This is a new request.

Contract & Compliance Information

N/A

Exhibits Attached

- Exhibit 1: Cost Proposal
- Exhibit 2: Annual Maintenance Cost
- Exhibit 3: Copy of GSA Contract

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

Chris Sweigart, Director, Emergency Services, 404-612-7903

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$219,852.13
 TOTAL: \$219,852.13

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:

340-333-2204-1113: Emergency Telephone System 911 Fund, Emergency Services, Software

Key Contract Terms	
Start Date: Upon BOC Approval	End Date:
Cost Adjustment:	Renewal/Extension Terms: renewal options

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: **Report Period End:**

<p>09/10/24</p>	<p>Quality Recording Solutions, LLC 425 E Crossville Road Ste 207 Roswell, Georgia 30075 Tel: 770-993-4793 Fax: 770-993-5038 Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com</p>	 
<p>Prepared for:</p>	<p>Fulton Co 911 GA Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303</p>	

www.QRSworld.com

System					
Hardware/Software					
Quote No	Description	Unit Price	QTY	Total Price	
2024360B	Primary Recorder Server	\$131,526.97	1	\$131,526.97	
2024362	Screen Recording Server	\$22,007.04	1	\$22,007.04	
2024361A	Backup Recorder Server	\$66,318.12	1	\$66,318.12	
Total Price				\$219,852.13	

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. **ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.**

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature: _____

Name & Title: _____

Date: _____

<p>09/10/24</p>	<p>Quality Recording Solutions, LLC 425 E Crossville Road Ste 207 Roswell, Georgia 30075 Tel: 770-993-4793 Fax: 770-993-5038 Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com</p>	 
<p>Prepared for:</p>	<p>Fulton Co 911 GA (Main Site) Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303</p>	

www.QRSworld.com

System				
Hardware/Software				
Model No.	Description	Unit Price	QTY	Total Price
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies	\$7,834.76	1	\$7,834.76
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21
DX707-1	Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$587.61	2	\$1,175.22
271052	Internal IP Recorder with First 8 G.711 Channels	\$3,427.71	1	\$3,427.71
DX939	Additional Internal IP G.711 8-Channel license pack	\$1,566.95	6	\$9,401.70
DXANA16	16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses	\$3,917.38	1	\$3,917.38
264242-007	23 ft. Cable for Analog or Digital PBX card:	\$101.20	1	\$101.20
271083	8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57
271111	Eventide MP3 option for MediaWorks DX	\$171.39	1	\$171.39
115021	Enhanced Reports Engine	\$812.04	1	\$812.04
271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$889.57	1	\$889.57
271176	RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098).	\$4,488.66	1	\$4,488.66
DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,895.72	1	\$8,895.72
209220	Integration to Motorola ASTRO 25 system - Initial ASTRO version - SINGLE AIS	\$14,995.00	1	\$14,995.00
324720-DX M	DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	\$2,448.36	2	\$4,896.72
115015 M	Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable)	\$3,500.00	1	\$3,500.00
271141	Mandatory license fee for Initial Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	\$54,995.00	1	\$54,995.00
Hardware/Software Sub-Total				\$126,381.97
Services				
Services	Description	Rate	QTY	Total Price
IT	Installation and Training	\$4,995.00	1	\$4,995.00
Services Price				\$4,995.00
Summary				
Solution Components			Price	
System Price			\$126,381.97	
Services Price			\$4,995.00	

Shipping	\$150.00
Tax	\$0.00
Total Price	\$131,526.97

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. **ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.**

Upon completion of the installation the remaining balance will be invoiced.


Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature: _____

Name & Title: _____

Date: _____

<p>09/10/24</p>	<p>Quality Recording Solutions, LLC 425 E Crossville Road Ste 207 Roswell, Georgia 30075 Tel: 770-993-4793 Fax: 770-993-5038 Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com</p>	 
<p>Prepared for:</p>	<p>Fulton Co 911 GA (Screen Recording) Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303</p>	

www.QRSworld.com

System				
Hardware/Software				
Model No.	Description	Unit Price	QTY	Total Price
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies	\$7,834.76	1	\$7,834.76
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21
DX707-1	Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12
271083	8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57
271070	Windows Screen Recording (First 5 PCs on recorder)	\$2,464.69	1	\$2,464.69
271076	Windows Screen Recording (5 additional PCs on recorder)	\$489.67	7	\$3,427.69
Hardware/Software Sub-Total				\$20,607.04
Services				
Services	Description	Rate	QTY	Total Price
IT	Installation and Training	\$1,250.00	1	\$1,250.00
Services Price				\$1,250.00
Summary				
Solution Components				Price
System Price				\$20,607.04
Services Price				\$1,250.00
Shipping				\$150.00
Tax				\$0.00
Total Price				\$22,007.04

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required

Payment terms are net 30 days from invoice. **ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.**

Upon completion of the installation the remaining balance will be invoiced.

Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature: _____

Name & Title: _____

Date: _____

<p>09/10/24</p>	<p>Quality Recording Solutions, LLC 425 E Crossville Road Ste 207 Roswell, Georgia 30075 Tel: 770-993-4793 Fax: 770-993-5038 Prepared by: Alex Spencer ext 704 aspencer@QRSworld.com</p>	 
<p>Prepared for:</p>	<p>Fulton Co 911 GA (Back-up) Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303</p>	

www.QRSworld.com

System					
Hardware/Software					
Model No.	Description	Unit Price	QTY	Total Price	
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies	\$7,834.76	1	\$7,834.76	
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,428.21	1	\$1,428.21	
DX707-1	Upgrade NexLog 740 DX-Series (at time of order) to 2x6TB HotSwap MegaRAID1=6TB storage	\$4,562.12	1	\$4,562.12	
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$587.61	2	\$1,175.22	
271052	Internal IP Recorder with First 8 G.711 Channels	\$3,427.71	1	\$3,427.71	
DX939	Additional Internal IP G.711 8-Channel license pack	\$1,566.95	6	\$9,401.70	
271083	8 pack MediaWorks DX (web) concurrent license	\$889.57	1	\$889.57	
271111	Eventide MP3 option for MediaWorks DX	\$171.39	1	\$171.39	
DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$8,895.72	1	\$8,895.72	
209221	Integration to Motorola ASTRO 25 system - Initial ASTRO version - per ADD'L AIS	\$5,995.00	1	\$5,995.00	
324720-DX M	DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	\$2,448.36	2	\$4,896.72	
271142	Mandatory license fee for Initial Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)	\$12,495.00	1	\$12,495.00	
Hardware/Software Sub-Total				\$61,173.12	
Services					
Services	Description	Rate	QTY	Total Price	
IT	Installation and Training	\$4,995.00	1	\$4,995.00	
Services Price				\$4,995.00	
Summary					
Solution Components				Price	
System Price				\$61,173.12	
Services Price				\$4,995.00	
Shipping				\$150.00	
Tax				\$0.00	
Total Price				\$66,318.12	

Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.

Other Conditions of Sale:

Quote Expires in 90 Days

Installation to be provided by QRS to customer installed RJ21X or 66 Block

Customer's radio, telephone, CAD and mapping vendors should provide the proper inputs identified and terminated within 6 feet of the recorder's physical location prior to installation by QRS. Additional charges may apply if the VoIP codec is anything other than G.711 PCM codec. Audio needs to be unencrypted

Price includes one year warranty which covers monitoring, parts, and onsite/remote labor

Service if needed may be obtained by calling (877) 733-7771 ext. 2

Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required
Payment terms are net 30 days from invoice. **ALL ORDERS OVER \$10,000.00 REQUIRE 50% DOWN AT TIME OF ORDER.**
Upon completion of the installation the remaining balance will be invoiced.
Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Accepted By:

Signature: _____

Name & Title: _____

Date: _____

09/06/24	Quality Recording Solutions, LLC 425 E Crossville Rd Ste. 207 Roswell, Georgia 30075 Tel: (877) 733-7771 Fax: 770-993-5038	
Prepared for:	Fulton Co 911 GA (Main and Backup) Attn: William Orgertrice 130 Peachtree St SW Atlanta, GA 30303	

www.QRSworld.com

Pricing				
<i>Services</i>				
Part Number	Description	Unit Price	QTY	Total Price
PSVC	Premium Annual Service Contract: covers parts, software updates, 24/7 remote and onsite support, access to help desk, and 24/7 monitoring	\$34,317	1	\$34,317
	<i>Contract Date: TBD</i>			
Add-on Price				\$34,317

<i>Summary</i>	
Solution Components	Price
Service	\$34,317
Tax	\$0
Total Price	\$34,317

Prepared by: Alex Spencer aspencer@QRSWorld.com **Phone:** 770-993-4793 x704

Accepted By:	
Signature:	
Name & Title:	
Date:	



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

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

SCHEDULE TITLE: Multiple Award Schedule
Large Category: Information Technology
Subcategory: IT Hardware
Subcategory: IT Software

CONTRACT NUMBER: GS-35F-0415V

CONTRACT PERIOD: May 5, 2009 through May 4, 2029

Price List Current through Modification PO-0056 effective date May 5, 2024

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.

CONTRACTOR: Eventide, Inc.
One Alsan Way
Little Ferry, NJ 07643
Phone: 201-641-1200
Fax: 201-641-1640 Fax
Email: bhaberman@eventide.com
Internet: www.eventide.com

BUSINESS SIZE: Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN	DESCRIPTION
33411	Purchase of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services, and/or Spare Parts
511210	Software Licenses
OLM	Order Level Materials

1b. LOWEST PRICED ITEM

SIN	PRODUCT NO.	PRICE
33411	324171	\$11.43
811212	Repair Services, and Repair Parts/Spare Parts	\$0.01
511210	271111	\$159.14

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

33411 \$500,000 per order per SIN
811212 \$500,000 per order per SIN
511210 \$500,000 per order per SIN
OLM \$250,000 per order

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER:** \$100.00
4. **GEOGRAPHIC COVERAGE:** 48 States, D.C.
5. **POINT(S) OF PRODUCTION:** US
6. **DISCOUNT FROM LIST PRICES:** All prices included herein are NET. Discounts have been deducted.
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Net 30 Days
9. **FOREIGN ITEMS:** See price list pages
- 10a. **TIME OF DELIVERY:** 30 Days ARO
- 10b. **EXPEDITED DELIVERY:** Contact Contractor
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.
- 10d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11. **FOB POINT:** Destination
- 12a. **ORDERING ADDRESS:** Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
13. **PAYMENT ADDRESS:** Eventide, Inc., One Alsan Way, Little Ferry, NJ 07643
14. **WARRANTY PROVISION:**

SIN 33411	Standard Commercial Warranty
SIN 811212	Repair work, Parts (spares or repairs) 30 Days
SIN 511210	Standard Commercial Warranty
15. **EXPORT PACKING CHARGES:** Outside the scope of this contract.
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** See page 3.
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A.
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE):** REPAIR PARTS/SPARE PARTS RATE PROVISIONS: All spare parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 6/1/2008, at a discount of 15% from such listed prices
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):**
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

- 21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** None
- 22b. **SECTION 508 COMPLIANCE FOR EIT:** www.eventide.com
- 23. **UEI:** MVPME58M7V71
- 24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Eventide maintains a current SAM registration.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is customer installable.

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation,

deinstallation, and reinstallation services under SIN 33411 or SIN 132-9.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
Standard Commercial Warranty applies.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDEREQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the

policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF
EQUIPMENT, REPAIR SERVICES, AND/OR SPARE PARTS (AFTER
EXPIRATION OF
GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT
COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 811212)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:
- c.
 - Eventide, Inc.
 - One Alsan Way
 - Little Ferry, NJ 07643

2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.

- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

6. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

7. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth in the Pricelist pages.

8. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the Equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated current, at a discount as published in this Pricelist.

9. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

- a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of 90 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period_ 90 days.

10. INVOICES AND PAYMENTS

a. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM
NUMBER 511210) OF GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 201-641-1200 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 am to 7 pm ET.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :
 - (1) X Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability

and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

(2) _____ Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and

documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) Commercial Computer Software may be marked with the Contractor's standard commercial restricted rights legend, but the schedule Contract and schedule including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING. Not offered.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0805

Meeting Date: 11/20/2024

Department

Sheriff

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

Request approval to allocate \$2,137,496.00 into the fiscal year 2024 budget for the Fulton County Sheriff's Office. This amount will be drawn from the previously approved funding specifically designated for the Sheriff's Office. The primary purpose of this allocation is to address and replenish the overtime expenses incurred over the past year. Additionally, these funds will be crucial for covering any unforeseen emergency overtime needs at the Jail, as well as facilitating payments related to the Public Safety Fair Labor Standards Act (PFLSA) for employees who have reached their maximum Compensatory Time.

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

Approve the allocation of \$2,137,476 to the FY24 Budget of the Fulton County Sheriff's Office

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.)*

Scope of Work:

Community Impact:

Agenda Item No.: 24-0805

Meeting Date: 11/20/2024

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S999-1900 (Non-agency)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0611

Meeting Date: 11/20/2024

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

Request approval of an Ordinance amending Part 1, Subpart B, Chapter 101- General Provisions and County Governing Authority Article I, Sec. 101-68 - Decorum, of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of the Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 9/18/24, 10/2/24, 10/16/24, AND 11/6/24)**

Proposed Amendments to Rules of Decorum F.C.C. Sec. 101-68

Sec. 101-68. - Decorum.

(a) Rules of Decorum

- (1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.
- (2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.
- (3) 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 disrespectful behavior damages the perception of the county.
- (4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.
- (5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.
- (6) Commissioners seeking information from staff shall do so within the confines of proper decorum.
- (7) A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.
- (8) 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.
- (9) No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

(1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.

(2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) Enforcement.

(1) The chair shall enforce the rules of decorum.

(2) Violation by a commissioner during a Board of Commissioners Meeting

a. If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.

b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.

d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by all of the board members present;
2. The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;
3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and
4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;
2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) Violation by a staff member during a board of commissioners meeting

a. If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by the entire board;

2. The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) *Penalties.*

(1) For each violation of this section, the violator may be subject to the following penalties:

a. *Administrative sanction.*

1. For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed \$500.00.
2. For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed \$1,000.00.
3. For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed \$2,000.00.
4. A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1a.1).
5. The Finance Department shall deduct the monetary value of the administrative sanction from the violator's paycheck for the next pay period occurring after the imposition of the sanction.

b. *Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

c. *Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

(2) The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

(3) 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.

(4) For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)~~(1)(a):

- a. Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;
- b. Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;
- c. Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;
- d. Conduct that would tend to incite violence;
- e. Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or
- f. Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

(a) — *General expectations.*

(1) — Sec. 101-68. - Decorum.

(a) Rules of Decorum

(1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.

(2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.

(3) 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 disrespectful/inappropriate behavior damages the perception of the county.

(4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.

(5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.

(6) (2) — Commissioners seeking information from staff shall do so within the confines of proper decorum.

(7) (3) — A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.

(8) (4) — 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.

(9) (5) — No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

(1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.

(2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) ~~(b)~~—Enforcement.

(1) ~~(+)~~—The chair shall enforce the rules of decorum.

(2) ~~(2)~~—Violation by a commissioner during a Board of Commissioners Meeting.

a. ~~a.~~—If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.

b. ~~b.~~—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. ~~e.~~—In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.

d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. —The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. 1.—The issue raised by the point of order is considered by all of the ~~entire~~ board members present;

2. 2.—The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;

3. 3.—The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;

2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) (3)—Violation by a staff member during a board of commissioners meeting-

a. a.—If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. b.—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. e.—The penalties provided in subsection (de) of this section may be imposed only where the following conditions are met:

1. +.—The issue raised by the point of order is considered by the entire board;

2. 2.—The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. 3.—The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) (e)—Penalties.

(1) (+)—For each violation of this section, the violator may be subject to the following penalties:

a. a.—*Administrative sanction.*

1. 1.—For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed \$500~~250~~.00.

2. 2.—For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed \$1,000~~500~~.00.

3. 3.—For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed \$2~~1~~,000.00.

4. 4.—A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1 a.)~~(1.)~~.

5. The Finance Department shall deduct the monetary value~~Within 20 days of the administrative imposition of any sanction from imposed under this subsection, the violator shall deposit into the violator's paycheck for general fund of Fulton County monies equaling the next pay period occurring after the imposition of the entire amount of that~~ sanction.

b. b.—*Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

c. c.—*Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

(2) (2)—The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

~~(3)~~ ~~(3)~~—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.

~~(4)~~ ~~(4)~~—For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)~~~~(1)~~~~(a)~~;

a. ~~a.~~—Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;

b. ~~b.~~—Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;

c. ~~e.~~—Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;

d. ~~d.~~—Conduct that would tend to incite violence;

e. ~~e.~~—Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or

f.—Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

~~(93-RC-701, Rule 8, 1-5-94; Ord. No. 21-0582, 9-1-21; Ord. No. 22-0329, 5-4-22)~~

1 AN ORDINANCE TO REPEAL AND REPLACE PART I, SUBPART B, CHAPTER 101
2 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II
3 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND
4 PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF
5 ORDINANCES, TO ADD ADDITIONAL RULES OF DECORUM; TO INCREASE
6 PENALTIES FOR VIOLATION OF THE RULES OF DECORUM; TO PROVIDE A
7 MECHANISM FOR PAYMENT OF ADMINISTRATIVE SANCTIONS; AND FOR OTHER
8 PURPOSES.
9

10 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
11 “County”) is the Fulton County Board of Commissioners (the “Board”); and

12 **WHEREAS**, the Board has authority, pursuant to the Constitution of the State of
13 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
14 regulations relating to the County’s affairs for which no provision has been made by
15 general law and which is not inconsistent with the Constitution or any local law applicable
16 thereto; and

17 **WHEREAS**, in conformity with the provisions of the Open Meetings Act, O.C.G.A.
18 § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order and
19 Procedure (the “Rules”) at its Regular Meeting on January 5, 1994, with said regulations
20 being codified in Chapter 101 (General Provisions and County Governing Authority),
21 Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the
22 Fulton County Code of Ordinances (“F.C.C.”) as Section 101-61 *et seq.*; and

23 **WHEREAS**, on May 4, 2022, via Agenda Item 22-0329, the Board last modified its
24 Rules, specifically the text of F.C.C. Sec. 101-68 (Decorum), to add an express prohibition
25 against defamatory statements and to authorize the imposition of a penalty for violation
26 of said provision; and

27 **WHEREAS**, the Board seeks to encourage an environment of respect,
28 professionalism and civility through its conduct and to provide a positive representation

29 of the County, its officials and employees to its citizens and the public at large both during
30 its Board meetings and outside of official Board meetings; and

31 **WHEREAS**, the Board finds that certain conduct, including having cellular phone
32 conversations in the auditorium where its meetings are conducted during open session,
33 impedes the Board's ability to conduct its meetings professionally, respectfully and
34 efficiently; and

35 **WHEREAS**, the Board continues to recognize the need for clear and enforceable
36 guidelines dictating what is appropriate conduct by each member of the Board of
37 Commissioners during official meetings, as well as the need to enforce the penalties
38 imposed for engaging in prohibited conduct; and

39 **WHEREAS**, the Board desires to repeal and replace F.C.C. Sec. 101-68
40 (Decorum) to specify additional conduct that it deems disruptive and inappropriate for its
41 members and to discourage such conduct by increasing the penalties currently imposed
42 for violation of the Board's decorum guidelines; and

43 **WHEREAS**, F.C.C. Sec. 101-68 (Decorum), as currently amended, does not
44 specify the mechanism for payment of administrative sanctions; and

45 **WHEREAS**, the Board seeks to encourage continued compliance with F.C.C. Sec.
46 101-68, and to ensure enforcement of all its provisions, including timely payment of
47 administrative sanctions imposed; and

48 **WHEREAS**, the Board finds that it is in the best interest of its citizens to repeal
49 and replace F.C.C. Sec. 101-68 to provide that its Finance Department shall deduct
50 payment of administrative sanctions from the paycheck of the violator for operational
51 efficiency.

52 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
53 Commissioners hereby repeals Section 101-68 of the Fulton County Code of Ordinances
54 (Decorum) in its entirety, and replaces it with a new Section 101-68, attached as **Exhibit**
55 **A.**

56 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
57 passed and adopted, and that all ordinances and resolutions and parts of ordinances and
58 resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

59 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
60 Georgia this 18th day of September, 2024.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Robert L. Pitts, Chairman (At-Large)

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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0654

Meeting Date: 11/20/2024

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

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 10/2/24, 10/16/24, AND 11/6/24)**

1 **A RESOLUTION TO DESIGNATE A RESIGNATION PROCEDURE FOR APPOINTED**
2 **MEMBERS OF THE BOARDS, COMMISSIONS, TASKFORCES, COMMITTEES,**
3 **COUNCILS AND AUTHORITIES CREATED UNDER THE AUTHORITY OF THE**
4 **FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
7 Fulton County Board of Commissioners (“BOC”); and

8 **WHEREAS**, pursuant to the BOC’s home rule powers found at GA CONST Art. 9,
9 § 2, ¶ I(a), the BOC is authorized to create boards, commissions, taskforces, committees,
10 councils, and authorities; and

11 **WHEREAS**, a resignation procedure for members appointed by the BOC
12 (“appointed members”) is not provided in the enabling legislation of all said boards,
13 commissions, taskforces, committees, councils, and authorities; and

14 **WHEREAS**, the BOC desires to provide a resignation procedure for its appointees
15 to said boards, commissions, taskforces, committees, councils, and authorities; and

16 **WHEREAS**, under section (a) of the BOC’s home rule powers, the BOC has
17 authority to adopt reasonable ordinances, resolutions, or regulations relating to the
18 County’s affairs for which no provision has been made by general law and which are not
19 inconsistent with the Constitution or any local law applicable thereto.

20 **NOW, THEREFORE, BE IT RESOLVED**, that appointed members of the boards,
21 commissions, taskforces, committees, councils and authorities, created pursuant to the
22 Fulton County Board of Commissioners’ home rule powers found at GA CONST Art. 9, §
23 2, ¶ I(a), who are unable or do not wish to continue serving shall resign in writing via a
24 resignation letter that (1) indicates the effective date of the resignation, and (2) is
25 submitted to the Clerk to the Commission who shall promptly notify the Board of
26 Commissioners of the vacancy created by the resignation.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0655

Meeting Date: 11/20/2024

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

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes. **(Thorne) (HELD ON 10/2/24, 10/16/24, AND 11/6/24)**

1 **A RESOLUTION TO ENSURE FREE ACCESSIBILITY TO FULTON COUNTY**
2 **RECORDS BY COUNTY OFFICIALS AND EMPLOYEES AS NEEDED TO FULFILL**
3 **THEIR PUBLIC DUTIES AND FUNCTIONS; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, Fulton County, Georgia, in the fulfillment of its governmental
6 functions, creates, maintains and possesses certain records; and

7 **WHEREAS**, the Georgia Open Records Act, O.C.G.A. Sec. 50-18-70 *et seq.*,
8 governs which government records are to be open for public inspection, copying and
9 production; and

10 **WHEREAS**, Personnel Policy 323-16 and Fulton County Policy 600-55 limit
11 County officials' and employees' access to Fulton County records to Open Records Act
12 requests when the request is for personal use and not requesting documents from one's
13 own personnel file; and

14 **WHEREAS**, County records should be freely accessible to County officials and
15 employees in the normal course of their job duties as needed for legitimate business
16 purposes and/or pursuant to directives from their supervisors without the need for an
17 Open Records Act request; and

18 **WHEREAS**, the Board of Commissioners finds that Fulton County records created
19 and maintained by Fulton County should be made freely accessible to its officials and
20 employees when the records are needed to perform their public duties and functions; and

21 **WHEREAS**, Fulton County has various boards, commissions, taskforces,
22 committees, councils and authorities to which the Board of Commissioners appoints
23 members; and

24 **WHEREAS**, these boards, commissions, taskforces, committees, councils and
25 authorities to which the Board of Commissioners makes appointments fulfill a vital role in
26 supporting and furthering the interests of Fulton County and its citizens; and

27 **WHEREAS**, the Board of Commissioners also recognizes that the access of these
28 boards, commissions, taskforces, committees, councils and authorities to which the
29 Board of Commissioners makes appointments to Fulton County records relevant to their
30 public duties is often necessary for these members to fulfill their public functions on behalf
31 of the citizens of Fulton County; and

32 **WHEREAS**, under section (a) its home rule powers found at GA CONST Art. 9, §

33 2, ¶ 1(a), the Board of Commissioners has authority to adopt reasonable ordinances,
34 resolutions, or regulations relating to the County's affairs for which no provision has been
35 made by general law and which are not inconsistent with the Constitution or any local law
36 applicable thereto.

37 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
38 clarifies that members of boards, commissions, taskforces, committees, councils and
39 authorities to which the Board of Commissioners makes appointments shall have access
40 to Fulton County records in the same manner as Fulton County officials and employees
41 as needed in the fulfillment of their public duties and functions.

42 **BE IT FURTHER RESOLVED**, that it is not the intent of this Resolution to remove
43 privileges or confidentiality applicable to any Fulton County records or to grant access to
44 such records by any Fulton County official, employee or member of a board, commission,
45 taskforce, committee, council and authority to which the Board of Commissioners makes
46 appointments, that they would not otherwise have due to such privilege or confidentiality.

47 **BE IT FURTHER RESOLVED**, that upon a Fulton County official's or employee's
48 receipt of a request for Fulton County records from a member of a board, commission,
49 taskforce, committee, council and authority to which the Board of Commissioners makes
50 appointments, and after a legal determination that the requested records are not
51 otherwise privileged nor confidential, the Fulton County official or employee must provide
52 the requested Fulton County records free of charge as quickly as practicable.

53 **BE IT FURTHER RESOLVED**, that this Resolution is solely to clarify the internal
54 access of Fulton County officials and employees—including members of boards,
55 commissions, taskforces, committees, councils and authorities to which the Board of
56 Commissioners makes appointments—whose access to County records is necessary to
57 the performance their public duties and functions and shall not be construed as
58 supplanting the requirements for private parties under the Georgia Open Records Act.

59 **BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict
60 with this Resolution are hereby repealed to the extent of the conflict.

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64 **SO PASSED AND ADOPTED**, this 2nd day of October, 2024.

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67 **BOARD OF COMMISSIONERS OF**
68 **FULTON COUNTY**

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Sponsored by:

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Attest:

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Tonya R. Grier
Clerk to the Commission

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Approved as to Form:

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Y. Soo Jo
County Attorney

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1 **A RESOLUTION TO ENSURE FREE ACCESSIBILITY TO FULTON COUNTY**
2 **RECORDS BY COUNTY OFFICIALS AND EMPLOYEES AS NEEDED TO FULFILL**
3 **THEIR PUBLIC DUTIES AND FUNCTIONS; AND FOR OTHER PURPOSES.**
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27 **WHEREAS**, the Board of Commissioners also recognizes that the access of these
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48 receipt of a request for Fulton County records from a member of a board, commission,
49 taskforce, committee, council and authority to which the Board of Commissioners makes
50 appointments, and after a legal determination that the requested records are not
51 otherwise privileged nor confidential, the Fulton County official or employee must provide
52 the requested Fulton County records free of charge as quickly as practicable, and the
53 records may be requested or provided in any format that would be used in response to a
54 Georgia Open Records Act request.

55 **BE IT FURTHER RESOLVED**, that this Resolution is solely to clarify the internal
56 access of Fulton County officials and employees—including members of boards,
57 commissions, taskforces, committees, councils and authorities to which the Board of
58 Commissioners makes appointments—whose access to County records is necessary to
59 the performance their public duties and functions and shall not be construed as
60 supplanting the requirements for private parties under the Georgia Open Records Act.

61 **BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict
62 with this Resolution are hereby repealed to the extent of the conflict.

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SO PASSED AND ADOPTED, this 2nd day of October, 2024.

**BOARD OF COMMISSIONERS OF
FULTON COUNTY**

Sponsored by:

Bridget Thorne, Commissioner
District 1

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Form:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0764

Meeting Date: 11/20/2024

Department

External Affairs

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

Approval of 2025 Legislative Agenda. **(HELD ON 11/6/24)**

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

Approve final version of 2025 Legislative Agenda

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: 2025 Legislative Agenda final approval.

Community Impact:

Department Recommendation: Approve.

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 24-0764

Meeting Date: 11/20/2024

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

**Fulton County Board of Commissioners
November 6, 2024**

**2025 Proposed State
Legislative Agenda**

1

Resources for Superior Court Judges & Judicial Officers

Resources for State Court Judges

Support for Detention Center Transfer

Online Publication of Legal Notices

Transportation Board Membership and Parity

Support for Legislative Proposals for Child Attorneys

State Funding for Behavioral Health Resources

**Amendment to Fulton County Housing Authority
Resident Commissioner Requirements**

Support for Medicaid Expansion

Change Personal Property and Freeport Return Dates

Clarification of Purchasing Powers for Constitutional Officers

Authorize Digital Court Reporting



2025 Proposed State Legislative Agenda

Primary Policy Priority: Judicial Resources – Superior Court

- Fulton County seeks local legislation to authorize Superior Court judicial officers to handle non-serious felony and civil cases by assignment of the Chief Judge.
- Fulton County seeks three additional judgeships within Superior Court to effectively manage the high volume of cases, including caseloads specific to Georgia's Capital County.

Primary Policy Priority: Judicial Resources – Additional State Court Judges

- Fulton County seeks the allocation of two additional State Court judges, increasing the court from 10 to 12 judges. This recommendation is supported by a judicial workload assessment conducted this year by the Georgia Council of State Court Judges.

Primary Policy Priority: Detention Center Transfer

- Fulton County supports the Senate Public Safety Fulton County Jail subcommittee's recommendation to transfer the Atlanta City Detention Center to Fulton County.

Ongoing State Investment – Behavioral Health

Fulton County seeks ongoing state funding for Behavioral Health beds, as recommended in the 2023 Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) bed study. This includes:

- Additional funding for Behavioral Health Crisis Centers
 - Collaborate with Georgia DBHDD on the design study for the North Fulton Crisis Center
 - Advocate for South Fulton Crisis Center
 - Seek funding for future youth crisis services.
- Increased availability of mental health beds for justice-involved individuals.

Online Publication of Legal Notices

- Fulton County supports legislation allowing for publication of legal notices on the legal organ's website, to allow for timely advertisement of these notices.
- Fulton County supports an amendment to the Georgia Taxpayer Bill of Rights to permit the online publication of millage rate advertisements.

Transit Board Representation

Fulton County seeks amendments to enhance representation on both the ATL and MARTA Boards, ensuring appointments are equitable and reflective of the county's size and taxpayer base.

- ATL Board: Establish permanent membership for Fulton County Government.
- MARTA Board: Reestablish parity with other MARTA signatory agencies in making direct appointments to the MARTA Board.

Housing Authority of Fulton County

Fulton County requests an amendment to the requirements for resident commissioners of the Fulton County Housing Authority to ensure compliance with *O.C.G.A. § 8-3-50*.

- Allow Fulton County residents who are beneficiaries of the Housing Authority and live in areas without current representation.

Office of the Child Attorney

- Alignment of Guardianship Laws: Fulton County seeks legislative changes to align the transfer from probate statutes with existing guardianship law and clarify the juvenile court's authority regarding the termination of temporary guardianships.
- Automatic Appointment of Attorneys: Mandate the automatic appointment of legal representation for minors in dependency cases, as this is currently left to the discretion of the minor parents.

Clarification of Purchasing Powers – Constitutional Officers

- Fulton County seeks clarification regarding the purchasing powers of constitutional officers and urges the Georgia General Assembly to require compliance with purchasing and procurement policies for constitutional officers.

NextGen 911

- In alignment with the Association of County Commissioners of Georgia, Fulton County supports work of the Georgia Emergency Communication Authority in implementing a statewide Next Gen 911 system.

Medicaid Expansion

- Fulton County supports Medicaid expansion, which would increase health access for our residents and would result in an annual savings of \$50 million for the Fulton County General Fund.

Change Personal Property and Freeport Return Dates

- Fulton County supports efforts by the Board of Assessors to change the Personal Property and Freeport return dates from April 1 to March 1 annually to improve processing efficiency.
 - Georgia Association of Assessing Officials (GAAO) is expected to introduce legislation.

Authorize Digital Court Reporting

- Fulton County supports legislation that authorizes the use of digital court reporting in courts, and for the Judicial Council to establish rules and regulations for the use of such systems.
- This proposal is aimed at lowering the personnel cost of courts by offering digital transcription and recording services.
- ACCG encourages the General Assembly to provide funding for digital recording systems.

Key Legislative Activity Dates

- Sunday, December 1: Sunset of 2024 Study Committees
 - Relevant final reports will be shared with BOC and Executive Team
- Monday, January 13, 2025: General Assembly Convenes
- Thursday, February 20, 2025: Fulton Day at the State Capitol



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0615

Meeting Date: 11/20/2024

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

Discussion: Inmate Phone Contract & Jail Commissary Contract **(Pitts) (HELD ON 9/18/24, 10/2/24, 10/16/24, AND 11/6/24)**